

Membership Agreement

This is an agreement between YOU, the member and Bizz Fitness Ltd, a company registered in England & Wales (registration number 04476996), whose registered office is at 2 Spencer St. Leamington Spa, CV31 3NF (“Us” or “We”)

By following the joining process on our website to become a member of Bizz Fitness Ltd you are accepting the terms and conditions in this Membership Agreement. You should only join if you are willing to accept them.

Your Rights:

1. This agreement starts once you have accepted the Membership Agreement during the online joining process and the ‘Pay Now’ button has been clicked. By accepting the agreement you are agreeing to pay the membership amount which is shown during the joining and checkout process.

2. Your membership will become active on the sooner of the following events:

- Your first visit to the gym to use the facility
- Seven days after you join online.

3. Your right to cancel. You may cancel this agreement within 14 days from the start of this agreement without giving us any reason but you must let us know you wish to do so within the 14 day period by emailing us at cancellations@bizzfitness.co.uk using the email address you used to join online. The cancellation period will expire 14 days from the date you accept the terms.

4. If you cancel within the 14 day period we will refund your membership amount you have paid no later than 14 days after the day on which we are informed about your decision to cancel using the same means of payment as you used for the initial transaction.

5. If your membership has not become active, then we will refund your membership amount in full.

6. If your membership has become active then proportional charges will be due in accordance with our short term membership rates. In this case we will refund your membership amount reduced by (a) £14 if you cancel within 1-7 days of accepting the terms or (b) £28 if you cancel 8-14 days of accepting the terms.

7. All membership periods are continuous and after the 14 day cancellation period they cannot be cancelled, frozen, suspended, deferred, transferred or refunded except for reasons of serious illness or injury, see paragraph 8.

8. After the 14 day cancellation period you may terminate this Agreement in the event of a serious illness or injury which would preclude you from using the facility for the remainder of your membership period. Termination will take effect from the date we receive evidence of your illness or injury – e.g. a doctors certificate, which must state you cannot perform physical exercise and for how long this may be the case. Proportional charges will be due in

accordance with our short term membership rates. In this case we shall refund your membership amount reduced by (a) £35 (£45 if classes included) if terminated within 4 weeks of your current membership period, (b) £49.50 (£65 if classes included) if terminated between 4-6 weeks of your current membership period or (c) £75 (£85 if classes included) if terminated between 6-12 weeks of your current membership period.

9. You may complain by sending an email to complaints@bizzfitness.co.uk. We shall respond to all complaints as quickly as possible. It is also possible to escalate a complaint through the Online Dispute Resolution platform <http://ec.europa.eu/odr>.

Your Obligations

10. You agree to abide by the Gym Membership Rules which are available [here](#)

11. You confirm you are at least 16 years old.

12. You must use the gym facilities and equipment in the proper manner for which it is designed and you must consult a member of staff if you are unsure.

13. You consent to incidental inclusion in marketing photographs or videos of our premises that we may take from time to time.

14. You agree to tell us of any changes to your personal details including contact information.

15. If we have your contact details correct we shall send you an email/text reminder shortly before your membership expires. The onus however is upon you to know when your membership period expires as we cannot permit entry or allow any grace period after expiry just because you didn't know or didn't receive a reminder. IMPORTANT: If you have a classes-included membership please try to extend your membership before it actually expires because any class space you have reserved after this date will be deleted upon expiry.

Our Rights

16. We may terminate this agreement and your membership with immediate notice to you if you breach any of the gym Membership Rules available [here](#). In this event you will no longer be able to access our facility and we will not give any refund.

17. We may communicate information with you via SMS or email. You may opt out of such communications but if you do we cannot be held responsible for any loss incurred by you not receiving Gym related communications.

18. Bizz Fitness Ltd, its agents and employees or sub-contractors are not liable for any loss, damage or theft of any of your property that you bring onto our premises. If such loss, damage or theft is caused by negligent acts or omissions of Bizz Fitness Ltd, its agents, employees or sub-contractors, our liability will be limited to £350.

19. We may close all or part of our facility with reasonable notice at our discretion for reasonable periods of time to carry out maintenance, repairs, refurbishment or cleaning or for

other reason outside our control. We will not be responsible to you for not being able to access our facilities in these circumstances.

20. We are not liable for any injury you suffer through the incorrect use of our equipment or facilities.

21. We may make reasonable changes to Membership Rules and to the Membership Agreement terms and conditions at any time.

22. We will send you email confirmation of these terms using the email address you used when you joined.

Your Health & Safety

23. You are primarily responsible for your health and well-being, but we at Bizz Fitness are concerned that you enjoy our facilities safely. To that end we consider that we should expect the following of each other:-

24. To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, well-being or physical condition. Further, that you will advise us immediately should your health or vulnerability to injury change.

25. Whilst our fitness trainers and staff are suitably qualified in exercise prescription, they are not medically trained and should you have any concerns with regards to your health and fitness you should seek independent medical advice before engaging in any physical activity on our premises.

26. Whilst we will respect your decision over your training regime we reserve the right to ask you not to exercise beyond what we reasonably believe to be your personal ability.

27. We shall endeavour to maintain a safe environment for you to enjoy your exercise.

28. You may have an induction to instruct you on use of the equipment, this is strongly encouraged if you have little or no prior experience of using gym machinery. There is no additional charge for gym inductions.

29. If you are unsure of how to use an item of gym equipment please seek instruction from our staff before doing so.

30. Bizz Fitness Ltd, its agents and employees or sub-contractors may be liable for personal injury that is caused by negligent acts or omissions of Bizz Fitness Ltd, its agents, employees or sub-contractors unless such injuries are attributable to (i) your own fault, (ii) a third party unconnected with our provision of services or (iii) events which neither us or our suppliers could have foreseen even if we had taken all reasonable care.

31. We shall at all times keep confidential any information that you give us regarding your health. You agree that if your doctor has ever advised you of a heart condition, high cholesterol, or if you are currently on medication for a heart or blood pressure related

condition then you have sought approval from your doctor that you are fit and well enough to take part in physical activity in a gym environment.

Other Clauses

32. If you have a classes-included membership please be advised there are periods during the year when classes do become very busy and fully booked. Though we continually endeavour to manage membership levels and attendance we cannot guarantee you will always be able to secure a place on all the classes you wish to attend. We cannot offer compensation if you are unable to attend a class in such instances.

33. Due to holidays and sickness of class instructors we may have to provide an alternative class to that originally arranged or in some circumstances cancel the class session altogether. If this happens we will make reasonable efforts to communicate this to you. We cannot offer compensation if a class is cancelled or differs from its original format in such instances.

34. Only you, the person named in the online joining process can benefit from the Agreement.

35. If any of the terms of this Agreement are invalid, unenforceable or illegal the remaining terms can still be enforced.

36. This agreement is governed by the law of England and Wales.

Additional Services

37. Personal Training Sessions do not form part of this Agreement and are not provided by Bizz Fitness Ltd.

38. Any Personal Training Sessions which you contract or agree to pay for, do not form part of your membership Agreement and the Terms and Conditions of this agreement will not apply to them. You should be aware that if you enter into any agreement for Personal Training, you are entering into an agreement with those individuals and not with Us.