

TERMS AND CONDITIONS OF MEMBERSHIP OF THE CHAPEL GYM



1. Definitions:

The Gym	The Chapel Gym, Brewhouse Hill, Wheathampstead AL4 8AG
The Gym Rules	The rules and regulations of the Gym, as amended from time to time. These are posted up in the gym and a copy is available on our website (https://chapelhub.co.uk/). If the rules are updated, the new version will be displayed in the Gym and you will be notified
Annual Membership	membership of the Gym where the full annual membership fee is paid in advance at the level of fees charged by the Gym at that time
Monthly Membership	membership of the Gym where the membership is paid each month in advance at the level of fees charged by the Gym at that time
Membership Period	(a) one year starting from the date on which you pay your membership fee, (b) any subsequent year for which you pay your membership at the level of fees charged by the Gym at that time or a shorter period if you cancel your membership before the end of the year. When you first buy Monthly Membership, you commit to remaining a member of the Gym for the Commitment Period
Commitment Period:	a period of three months starting from the date when you first start your Monthly Membership (subject to extension if your membership is suspended).

2. Membership

By completing your membership application you become a member of the Gym and agree to comply with these Terms and Conditions of Membership and the Gym Rules. You will be permitted to use the Gym facilities only while your membership is current and fully paid up or you have made payment arrangements acceptable to the Gym.

3. Fees

3.1 Membership Fees

The Gym will set the level of fees according to the type of membership and will revise them periodically. The Gym reserves the right to change the level of fees from time to time but guarantees that your fees will not increase during your Commitment Period. If your fee changes we shall give you at least 30 days' written notice of the change before your next payment is due.

3.2 Guest User Fees

The Gym will set and from time to time revise the fee to be paid guests of members who wish to visit the Gym and use the facilities.

3.3 Other Fees

All other fees and charges for the sale of goods and services at the Gym will be set by the Gym and revised from time to time.

3.4 Non-payment of fees

If your scheduled payment fails to be processed, we will write to advise you of this and will ask for the payment to be made within 5 working days.

3.5 Non-payment of fees during your Commitment Period

If during your Commitment Period any payment due from you remains unpaid or not honoured 30 days after the due date, the full membership fee for the remainder of the Commitment Period will automatically become due and payable in full

4. Suspension of Membership

4.1 Illness or Injury

You may, if you are unable to make use of the Gym facilities by reason of illness or injury, suspend your membership for one continuous period of at least 1 month and a maximum of 3 months. You must give the Gym 5 days' written notice and the Gym shall have the right to request a doctor's certificate. A reduced monthly fee will be charged by the Gym during the suspension of membership.

4.2 Suspension of Membership during your Commitment Period

Any suspension during the Commitment Period will extend the Commitment Period by the length of the period when your membership is put on hold. Notice to terminate membership cannot run concurrently with a suspension period.

5. Termination

5.1 Termination by the Gym

The Gym may terminate your membership in the following circumstances:

- (a) if you commit a serious or repeated breach of these terms and Conditions or the Gym Rules and the breach, if capable of remedy, is not remedied within 7 days of the Gym having asked you to remedy the breach
- (b) if any part of your membership fee remains unpaid 30 days after its due date for payment, or
- (c) if you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected the Gym's decision to grant you membership.

If the Gym terminates your membership for any of these reasons, it reserves the right to retain a proportion of the money paid as membership fees to cover any reasonable costs incurred

5.2 Termination by you

Except during your Commitment Period you may terminate your membership in the following circumstances.

- (a) You may give the Gym at least 1 full calendar months' notice of your intention to leave the Gym so that your membership will terminate at the end of the following calendar month.
- (b) You may terminate your membership by giving the Gym one calendar month's notice if you are unable to use the Gym through serious illness or injury which is likely to preclude you from using the Gym for a period of least 6 calendar months. (We will request reasonable evidence of your illness or injury, such as a doctor's certificate.)

You can give notice to terminate at any point during the Commitment Period but this will not terminate your membership until the end of the Commitment Period.

You may also terminate your membership if:

- (a) the Gym permanently reduces the facilities or opening hours of the Gym
- (b) the location of the Gym is changed, or
- (c) the Gym is closed for refurbishment for a period of more than 30 days at a time.

6. Gym Rules

The Gym may amend the Gym Rules from time to time in order to ensure the health and safety of members and staff. Temporary amendments will be displayed in the Gym. Except in the case of emergency, permanent changes to the Gym Rules will only be made after at least 30 days' notice has been given to members.

7. Temporary Closures

The Gym reserves the right to adjust the availability of certain facilities or close the Gym on a temporary basis for the general purpose of cleaning, decorating, essential repairs, maintenance of equipment, special functions and holidays.

8. Restriction of Liability

8.1 Restriction of Liability for the Loss of your Property

The Gym, its parent organisations, its agents, employees and subcontractors are not liable for any loss, damage or theft of any of your property that you bring on to the premises. If such loss, damage or theft is caused by the negligent acts or omissions of the Gym Group or its agents, employees or subcontractors, the liability of the Gym to compensate you is limited to £500.

8.2 Restriction of Liability for Death or Personal Injury

The Gym does not accept liability for death or personal injury sustained by you or your guests on the Gym premises except where such death or personal injury is caused by the Gym's negligence or the negligence of its employees and agents (during the course of their employment and agency as appropriate)

9. Health & Safety

You must read all Health and Safety notices displayed in the Gym and comply with their provisions.

10. Sale of Gym

In the event of the sale or disposal of the Gym to another company or to any other person the Gym will use its best endeavours to ensure that the purchaser will maintain your membership either in accordance with these Terms and Conditions or subject to other terms that do not have a material adverse effect on your use of the facilities at the Gym. If the Gym is unable to ensure this and your membership ceases the Gym will allow you a pro rata refund corresponding to the unexpired period for which you had bought membership.

August 2023

Reason for change, simplification of layout and clarification of wording

Wheathampstead Chapel Community Gym Registered Charity number 1196844