



West Didsbury

## **RXGYM TERMS AND CONDITIONS**

### **1. THESE TERMS AND CONDITIONS**

1.1 These are the terms and conditions that govern your membership of RxGym. These terms will form your agreement with us, and replace any previous terms and conditions or any oral representations made by us or you.

1.2 Please read these terms carefully before you submit your online membership application to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us using the details set out in clause 2.2.

1.3 In these terms, the following terms shall have the following meanings:

- (a) **Gym Facilities** means the gymnasium and other RxGym facilities which you are authorised to access and use as part of your membership of RxGym;
- (b) **Gym Rules** means our rules which outline the conduct and standards of behaviour required for safe and acceptable use of the Gym Facilities, a copy of which is available on our Website and/or copies are also displayed prominently in the Gym Facilities (as may be updated from time to time);
- (c) **Membership Start Date** shall have the meaning set out in clause 3.1;
- (d) **'RxGym', 'we', 'us' and 'our'** means RxGym (see clause 2.1 for more information about us);
- (e) **'you' and 'your'** means you the customer and member;
- (f) **Website** means RxGym's website at [www.rxgym.co.uk](http://www.rxgym.co.uk) (as may be updated from time to time).

1.4 When we use the words "**writing**" or "**written**" in these terms, this includes emails but not fax.

1.5 You should request from us or print a copy of these terms or save them to your computer for future reference

1.6 These terms were last updated on 27 August 2021.

### **2. INFORMATION ABOUT US AND HOW TO CONTACT US**

2.1 We are RxGym Limited (**RxGym**) a company registered in England and Wales. Our company registration number is 08851630 and our registered office is at c/o Mazars LLP, One St Peter's

Square, Manchester with our usual trading address being at The Boulevard, West Didsbury, Manchester M20 2EU. Our registered VAT number is 228495773.

- 2.2 You can contact us by telephoning our membership support team at 0161 445 0915 or by writing to us by post to our trading address (as referred to in clause 2.1), by email to info@rxgym.co.uk or by filling in the contact form on our Website.
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us in your membership application. It is your obligation to ensure that your contact details are accurate and up to date. Please ensure that any changes to your contact details are notified to us. We cannot be responsible for any communications that you do not receive because you did not update your contact details with us.

### **3. OUR CONTRACT WITH YOU**

- 3.1 Our acceptance of your membership application will take place when we confirm to you in writing, online or email that your membership application has been accepted, at which point a contract will come into existence between you and us (in these terms, we will refer to that date as being the **Membership Start Date**). You will then be entitled to all the rights and privileges set for the category of membership selected (see clause 4 for more information). Membership prices and information relating to the different categories of membership which RxGym offers, are available on our Website or on your written request to us.
- 3.2 You should only make and submit a membership application if you have read and accept these terms (including the additional policies set out in Appendix B), the Privacy Policy and the Gym Rules. You confirm and agree that the information you provide to us as part of the membership application process is correct, up to date and accurate in all respects.
- 3.3 If we are unable to accept or complete your membership application (at our absolute discretion), we will contact you to inform you of this, and if possible we will try to resolve any issues with you and will not charge you any money unless we later accept your membership application. This might be because of a lack of capacity at the Gym Facilities, because your credit or debit card has been declined, because you have previously had a membership at RxGym revoked or terminated, because you have previously had a membership at RxGym and still owe us some money or because we have identified an error in the price or description of the membership you applied for.
- 3.4 Unless it is a family, corporate or other group membership, your individual membership of RxGym is personal to you and you cannot let any other person use your membership, or give your membership to any other person unless we agree in writing (at our absolute discretion). If you want to transfer your membership permanently to another person, you should ask us in writing. We will not necessarily agree, but we will consider your request fairly and reasonably. Any proposed replacement member would need to give us the same types of information you gave us on joining and they would need to agree to these terms. If we agree that you can transfer your membership to that other person, we will inform you in writing and we may charge you a reasonable administrative charge to deal with our costs of transferring your membership.

- 3.5 We will only accept membership applications from people who are 16 years old or older or if they are under 16 with an accompanying adult.
- 3.6 Once a member, you will need to download our RxGym mobile application (**RxGym App**) to access the Gym Facilities and class/group booking system. Use of the RxGym App is subject to separate terms and conditions which are displayed within the RxGym App and are available on request.

#### **4. CATEGORIES OF MEMBERSHIP**

- 4.1 RxGym offers different categories of membership packages, offering a range of price versus flexibility so that you have a choice. You are entitled to use the Gym Facilities, exercise classes and other benefits (if any) available under your category of membership. Your membership category is the category you applied for as part of the membership application and which has been confirmed by us in writing in accordance with clause 3.1. The different categories of gym membership, along with key features relating to minimum contract terms, payment and cancellation, are displayed on the 'Join Now' page on our Website. We may, from time to time, change the key features relating to the categories of gym membership (acting reasonably) and we will make every reasonable effort to give you one month's notice of such change(s) (either in writing or by prominently displaying a sign on the noticeboard in the Gym Facilities).
- 4.2 Information about the range of facilities (including Gym Facilities), exercise classes (whether on-premises or online) and other services and products available to you as part of your membership package, and when you can use them, is available on our Website or is otherwise available on request or from our reception at the Gym Facilities.
- 4.3 Each category of membership may have certain benefits and restrictions which only apply to that category of membership. We will tell you about these benefits and restrictions when you join or if you change your category of membership (in accordance with clause 4.4), whichever applies. You can also obtain further information in this respect from the 'Join Now' page on our Website or by requesting further information from our reception at the Gym Facilities.
- 4.4 Some membership categories can be changed. If you wish to switch to a different membership category, please speak with a member of staff at our reception at the Gym Facilities for more information or contact us at [info@rxgym.co.uk](mailto:info@rxgym.co.uk). Additional fees may apply. Please note, you cannot switch to a membership category with a shorter minimum term than your current contract (for example, switching from a 12 month membership contract to a monthly membership contract).
- 4.5 We may offer special discounted membership rates from time to time (such as corporate and partnership rates and promotions) for which we reserve the right to require an applicant for the discounted rate to provide us with evidence, to our satisfaction, of their eligibility for the discounted rate. Additional terms and conditions may apply which, if applicable, shall be brought to your attention at the relevant time.

## 5. **MEMBERSHIP FEES**

- 5.1 The cost of your membership will depend on the category of membership and the membership commitment period you have chosen (see clause 4 above).
- 5.2 Membership fees for each category of membership are payable monthly in advance. You must pay for your membership by making monthly payments by direct debit (by completing a direct debit mandate), unless we agree otherwise in writing.
- 5.3 Where you pay by direct debit, we will ask your bank for your monthly payment around the same date each month as the Membership Start Date. The direct debit scheme is administered by Membr.
- 5.4 In the event that you fall into arrears in respect of any fees payable by you to us, all arrears must be immediately settled before you can enter and use the Gym Facilities. You may not be permitted access to and be able to use the Gym Facilities if you fall into arrears in respect of any fees payable by you to us. You will still have to pay all monthly membership fees for the duration of the minimum commitment period you signed up to except as otherwise expressly set out in these terms.
- 5.5 Your membership fees will be payable and shall be paid by you whilst your membership continues regardless of whether or how often you use the Gym Facilities. Such membership fee payment may be a pro-rata or a one-off slightly higher payment depending on your Membership Start Date.
- 5.6 If we charge you at a higher rate for your membership fee and it is our error, we will reimburse the difference between the incorrect rate charged and the correct rate of membership fee in the direct debit as soon as reasonably practicable following our deduction of the incorrect rate.
- 5.7 If the rate of UK value added tax (**VAT**) changes whilst you are a member, we may adjust the rate of VAT that you pay, and this will result in a change to your membership fees. We will make every reasonable effort to give you one month's notice of the increase (either in writing or by prominently displaying a sign on the noticeboard in the Gym Facilities).
- 5.8 We can increase your membership fees at any time for any reason stated in clauses 7.3 or 7.4 below by giving you at least 30 days' notice in writing. Such increase may be a pro-rata or one-off slightly higher payment depending on when the increase takes effect. If you do not want to pay the higher membership fee, you can cancel your contract by giving us notice to cancel (in accordance with clause 9.1(c) below) at any time before the increase in membership fees comes into force. If you give us notice to cancel, until that notice of cancellation takes effect, you will continue to be charged the previous membership fees. If you are still in your minimum fixed term period (where applicable), any notice of cancellation you give following a proposed increase in membership fees will not take effect until the end of the minimum fixed term, and we will honour the previous membership fees until the end of the minimum fixed term.
- 5.9 Except where your membership is cancelled during the cooling off period (which is dealt with by clauses 9.5 and 9.6), if either of us ends your membership during a period in which you

have paid membership fees in advance, then we will, as soon as reasonably practicable, refund you for the membership fees which relate to any period after the contract has ended. Where you have broken or are in breach of the contract, any repayment may be subject to the deduction of our reasonable expenses or an early termination charge as set out in these terms.

- 5.10 If you pay your membership fees by direct debit and you miss a payment because your direct debit has been cancelled or has failed (and this is not caused by a bank error), we may charge you a reasonable fee for each missed direct debit, to cover our reasonable administration costs.
- 5.11 When your membership ends (for any reason), and we have taken the final payment from you, you are responsible for cancelling your direct debit. You should not cancel your direct debit before your membership has ended, as if you do so we may be unable to collect any remaining payments you owe. In such event, we will contact you about this. We are entitled to keep any membership fees we receive if you have not cancelled your direct debit and you have not given us the correct notice to cancel in accordance with these terms.

## **6. YOUR OBLIGATIONS AND RESPONSIBILITIES**

- 6.1 You agree that you will comply with the Gym Rules when accessing the Gym Facilities or other parts of our premises. We may make reasonable changes to the Gym Rules at any time provided that we give you advance notice of the change. You also agree that you will make sure that any guests which you bring to the Gym Facilities comply with the Gym Rules. Failure to comply with the Gym Rules, may result in your membership being suspended and/or terminated with immediate effect.
- 6.2 Without affecting clause 6.1, you also agree that you will abide by any instructions and/or recommendations given by RxGym staff at the Gym Facilities from time to time and shall make sure that any guests which you bring to the Gym Facilities also abide by such instructions and/or recommendations.
- 6.3 Where, as part of your membership, you wish to book and participate in exercise classes, you agree to comply with and be bound by the additional terms set out in Part 1 of Appendix B (Group Class Policy).
- 6.4 If you choose to purchase one or more personal training or coaching nutrition sessions (or such sessions are included as part of your gym membership package), you agree to comply with and be bound by the additional terms set out in Part 2 of Appendix B (Personal Training and Nutrition Policy).
- 6.5 Should you wish to introduce any guest(s) to the Gym Facilities, any such introduction shall be subject always to availability and you agree to comply with and be bound by the additional terms set out in Part 3 of Appendix B (Guests Policy). You also agree that you will make sure that any guests which you bring to the Gym Facilities comply with the Gym Rules.

- 6.6 You acknowledge and agree that, 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, wellbeing or physical condition. You also acknowledge and agree to our health commitment statement (which you have been provided with and is available on our Website). You shall advise us immediately should your circumstances change. You should consult your doctor before you start any exercise, exercise programme or class you attend and/or if you are not sure whether it is suitable and/or if you have a pre-existing illness or medical condition.
- 6.7 You will be personally responsible and liable for any damage (accidentally or intentionally) caused to our equipment or facilities through your use.

## **7. OUR RIGHTS TO MAKE CHANGES**

- 7.1 We may make changes to the Gym Facilities (including any equipment) from time to time at our reasonable discretion for any of the reasons listed in clauses 7.3 or 7.4. Where that change is material, in our view, such as changing the location of the Gym Facilities, we will give you at least 30 days' written notice of the change. Upgrading works, removing equipment and kit or temporary closures to the Gym Facilities (including any equipment) and/or RxGym's other premises (as applicable) does not constitute a material change for the purposes of these terms, will not entitle you to a refund or terminate your membership, and we may not email you to notify you of such change.
- 7.2 We may make any changes to these terms at any time for any of the reasons listed in clauses 7.3 or 7.4. We may give you written notice of any changes to these terms by posting a notice on our Website and/or displaying a notice at our reception at the Gym Facilities.
- 7.3 We may make changes to the Gym Facilities or to the terms of the contract, or to the membership fees we charge you, for any of the following reasons:
- (a) the cost to us of providing the Gym Facilities or other costs associated with running our business increase (for example, we have to pay third parties more to provide services or goods to us);
  - (b) to introduce new charges where the cost of running our business increases;
  - (c) we reorganise the way we structure or run our business;
  - (d) other valid legal or regulatory reasons; or
  - (e) we change the terms to make them clearer or easier to understand, to reflect changes in law or to update our contract from time to time so all our members have the same contract.
- 7.4 We provide access to the Gym Facilities on an ongoing basis and we cannot foresee what may change in the future. This means we may need to make changes for reasons other than those set out above.

## **8. FREEZING MEMBERSHIP**

- 8.1 In connection with certain minimum term or annual memberships, you may request to freeze your membership by contacting us in writing. Subject to the receipt of reasonable documentary evidence, your membership may be frozen (at our absolute discretion) for a minimum of 1 month and a maximum of 12 months, such period to be agreed in writing at the time of freezing the membership. The freeze period must always cover full calendar month periods.
- 8.2 A charge of £10.00 per month will be charged for the duration of the freeze period.
- 8.3 Once the relevant freeze period expires, your regular payments shall recommence as soon as reasonably practicable. Periods during which the membership is frozen do not form part of the continued duration of a minimum term or annual membership and periods for which the membership is frozen will be added on to the contract term, extending the minimum term.
- 8.4 Unless we agree otherwise, you will not have access to use the Gym Facilities during any freeze period.

## **9. YOUR RIGHTS TO END THE CONTRACT**

- 9.1 You may end the contract between us by giving us not less than one (1) full calendar month's written notice at any time, such notice to expire on the last day of the following month (including during any minimum contract period if you are on a minimum term membership contract) if:
- (a) we tell you that we are making a permanent material change to the location of the Gym Facilities under clause 7.1 and you reasonably consider that the change is materially detrimental to you;
  - (b) we tell you that we are changing these terms under clause 7.2 and you reasonably consider that the change is materially detrimental to you;
  - (c) subject to clause 5.8 above, we tell you that we are increasing your membership fees under clause 5.8 and you don't want to pay the increased fee;
  - (d) we commit a serious breach of any provision of these terms;
  - (e) you lose your employment or are declared bankrupt;
  - (f) you permanently move away from and outside the Greater Manchester area, such that travelling to the Gym Facilities is not practical for you;
  - (g) you are likely to be unable to use the Gym Facilities, by reason of you becoming pregnant or if you suffer a long-term (over 3 months) injury or illness; or

- (h) we are satisfied that there has been a change in your personal circumstances, other than those listed above, which means that it is no longer reasonable for you to use the Gym Facilities or to continue being a member.
- 9.2 If any of the exceptional circumstances in clauses 9.1(e) to 9.1(h) apply, we shall be entitled to request reasonable documentary evidence to provide sufficient proof of the exceptional circumstance and you shall promptly provide us with such documentary evidence. The decision as to whether the membership can be cancelled shall remain with us (acting reasonably).
- 9.3 If you are on a minimum term membership contract (for example, a 6 or 12 month contract), you may end the contract between us after or with effect from the end of the minimum term, by giving us at least 30 days' advance written notice. If you end the contract earlier than the expiry of the minimum term, other than in accordance with clause 9.1 or clause 9.5, we will charge you a termination fee. The termination fee shall represent an amount equal to your membership fees for the remainder of the minimum term. Unless you tell us otherwise, we may charge your termination fee directly to the debit card (or collect from your bank account) which you have provided us with details of as part of your membership application process and by accepting these terms, you authorise us to do so. We will give you reasonable notice before making the charge.
- 9.4 If you are on a monthly contract, you may end the contract between us at any time by giving us at least 30 days' advance written notice.
- 9.5 In the event that you do not purchase your membership in person at the Gym Facilities, you can cancel your membership within 14 days of the Membership Start Date (this is known as the "cooling off period") without giving a reason. To exercise this right you must inform us of this in writing to the trading address set out in clause 2.2. You can use the cancellation form set out in Appendix A at the end of these terms but it is not obligatory.
- 9.6 By submitting your online membership application to us and agreeing to these terms, this shall be taken to be your express request for us to make available to you the Gym Facilities during the cooling off period referred to in clause 9.5. If you cancel during the cooling off period in accordance with clause 9.5, we will refund all payments received from you. If you have used the Gym Facilities during the cooling off period, we will make a reasonable deduction from any refund we give you to reflect your use of the Gym Facilities during the cooling off period.
- 9.7 In circumstances where you wish to end the contract with us under this clause 9, you must ensure that any notice to end the contract given by you to us is in writing (and is not given orally) and is delivered by hand to our reception at the Gym Facilities or is sent to us by post or email (using the details set out in clause 2.2). Any oral notices given shall have no effect.

## **10. OUR RIGHTS TO END THE CONTRACT**

- 10.1 We may end the contract and your membership immediately at any time by writing to you if:



- (a) you commit a serious breach of, or repeatedly breach, any provision of these terms (including the Gym Rules);
- (b) you and/or any of your guests use offensive, abusive or discriminatory language or harass or use or threaten violent, offensive or intimidating behaviour or conduct at the Gym Facilities, or if your behaviour or conduct does or, in our reasonable opinion, put our employees and/or other members and/or guests at risk;
- (c) you commit any illegal act whilst on RxGym's premises (including when accessing the Gym Facilities);
- (d) with your knowledge or permission, another person uses your RxGym App or pin to enter the Gym Facilities;
- (e) you do not make any payment to us when it is due, although we will give you an opportunity to correct this first;
- (f) your membership has previously been revoked or we are currently in dispute with you and you have joined RxGym without our prior written consent; or
- (g) we reasonably believe that your continued membership of RxGym poses a risk to the safety or wellbeing of other members, their guests or our staff at the Gym Facilities, or to the reputation of RxGym.

10.2 If you are on a monthly membership, we may end (at any time) the contract between us by giving you not less than one (1) full calendar month's written notice. If you are on a membership with a minimum term (for example, a 6 or 12 month contract), we may end the contract between us by giving you not less than one (1) full calendar month's written notice after or with effect from the end of the minimum term.

10.3 If the Gym Facilities close or become unusable in circumstances we did not plan or foresee (for example if there is extensive damage to the Gym Facilities or the areas around it), we can suspend the contract immediately by giving you notice or may contact you to discuss alternative membership options. If we decide to or are required to close the Gym Facilities for business or operational reasons, we can suspend (at our absolute discretion) the contract by giving you at least 30 days' notice in writing (save where it is not reasonably practicable to give such period of notice).

## **11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

11.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. We cannot guarantee nor give any assurance that all the Gym Facilities (including the equipment) are available at all times due to planned or unplanned maintenance issues and facility or equipment breakdowns or malfunctions.

- 11.2 We expressly do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services including the right to receive services which are as described and supplied with reasonable skill and care.
- 11.3 We are not liable in any circumstances to you for damaged, lost or stolen valuables whilst you or your guests are on RxGym's premises (including the car park), or when using the locked lockers in the changing rooms or any other part of the Gym Facilities other than liability which arises from our negligence or our failure to take reasonable care. We recommend that no valuables are brought to the Gym Facilities.
- 11.4 As a consumer, you have legal rights in relation to any services that are not carried out with reasonable skill and care or are not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these terms will affect these legal rights.

## **12. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 12.1 We take the privacy of our members seriously. We will only use your personal information in accordance with applicable data protection laws and as set out in our privacy policy. You can obtain a copy of our privacy policy from our Website or by requesting a copy from our reception at the Gym Facilities.
- 12.2 We will only give your personal information to other third parties where the law either requires or allows us to do so.

## **13. COMPLAINTS**

- 13.1 We are committed to making sure our members are satisfied with the service we provide, but we are realistic enough to know that things don't go according to plan all the time. If you or your guests have a complaint, we want to know about it as soon as possible so that we may fully investigate it and sort the matter out.
- 13.2 If you have a complaint, you should first email us at [info@rxgym.co.uk](mailto:info@rxgym.co.uk). If you are not satisfied with the response, you should contact the general manager of RxGym (details of whom can be requested from our reception at the Gym Facilities).

## **14. OTHER IMPORTANT TERMS**

- 14.1 There may be occasions where we have to close all, or part of, the Gym Facilities (for repair or refurbishment works, for example). We will do our best to let you know of such closures in advance of them taking place, unless the problem is urgent or an emergency. We will always take care to minimise any inconvenience caused. You agree that you will not be entitled to a refund of part of, or all of, your membership fees in such circumstances.

- 14.2 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any event that is outside of our reasonable control. An event outside of our control may include, for example, fire, flood, explosion, earthquake, subsidence, epidemic or pandemic (including Coronavirus and any potential mutations or variants of the disease), other natural disaster, or failure of public or private telecommunications networks.
- 14.3 We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this.
- 14.4 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing in advance.
- 14.5 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 14.6 Unless set out in these terms, any notice or other communication to be given by you to us under this contract must be delivered to us in writing to the trading address or email address (as applicable) set out at the beginning of these terms, or any such other address as may be notified by us to you from time to time. We will give notice to you under this contract using the contact details supplied by you on joining RxGym.
- 14.7 Except where permitted by these terms, neither RxGym nor you may alter the terms of this contract without the express agreement of the other.
- 14.8 Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.9 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to allow you access to the Gym Facilities, we can still require you to make the payment at a later date.
- 14.10 These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

## **APPENDIX A - 14 DAY CANCELLATION FORM**

You can use this form to cancel your contract under clause 9.5 of the terms and conditions, but it is not obligatory. If you wish, you can simply contact us using the details below.

To: RxGym Limited, The Boulevard, West Didsbury, Manchester M20 2EU.

I hereby give notice that I wish to cancel my contract with RxGym Limited.

Membership number:

Membership start date:

Name of member:

Address of member:

Signature of member (if notified on paper):

Date:

## **APPENDIX B - RXGYM GROUP CLASSES, PERSONAL TRAINING AND GUESTS' POLICIES**

### **PART 1 - GROUP CLASS POLICY**

#### **Group Training Classes**

1. You must pre-book classes to ensure your participation in them.
2. If you can no longer attend a pre-booked class, you must cancel your booking online via the RxGym App or Website or by calling RxGym. If you are cancelling within 30 minutes of the class starting, you cannot cancel online and must cancel by calling RxGym. If you book a class and fail to attend without cancelling more than 3 times in any 7 day period then your class booking rights will be put on hold for 3 days this can be reinstated by emailing info@rxgym.co.uk.
3. You can book up to a maximum of 7 classes at any one time.
4. Class timetables and instructors are subject to change from time to time without notice.
5. In order to avoid disturbing classes, you are requested to arrive in good time. Entrance to classes after the class start time will be refused. Any spaces available at the start time will be offered to those present and waiting.
6. Where, in the opinion of an instructor, a class is overcrowded, the instructor may restrict the number of attendees in the class.
7. An instructor may, at any time, ask you to leave a class if you are jeopardising the safety or enjoyment of others.
8. We reserve the right to limit your participation to only one exercise class per day.

#### **Bookings & Arrivals**

1. Advance bookings are needed to secure places for all our classes. If you have not booked, our reception will be able to let you know if spaces are available.
2. Classes can be booked up to 7 days in advance.
3. Before starting a class, you'll need to use your QR code. This will attend you to the class and inform the instructor of your participation.

#### **Class Booking Cancellations**

1. Classes can be cancelled up to 30 minutes prior to the booking.
2. If you cancel less than 30 minutes beforehand, there will be a 'No Show' strike on your membership account.
3. If you simply don't turn up, there will be a 'No Show' strike on your membership account.
4. If you receive 3 No Show strikes your booking rights will be suspended for such period as we may decide (acting reasonably).

## **PART 2 - PERSONAL TRAINING AND NUTRITION POLICY**

### **Personal Training & Nutrition Coaching sessions**

1. If you cancel more than 24 hours beforehand, there will be no charge.
2. If you cancel less than 24 hours beforehand, the full lesson price will be charged.
3. Only authorized and approved RxGym coaches / PT's are allowed to coach in the Gym Facilities.
4. If you are a coach, personal trainer or gym operator please do not promote your business or any other business within the facility unless approved by management.

## **PART 3 - GUESTS AND VISTORS POLICY**

### **Guests and visitors**

1. Members (over the age of 18) may bring up to 2 guests to the Gym Facilities provided: (a) we receive payment of the applicable guest fee, as set out in the RxGym price list current at the time of the guest's visit charged by RxGym; and (b) the guest completes a Health Commitment Statement as requested by us.
2. Members must accompany their guest at all times, and the member who brings the guest remains responsible for their guest's conduct whilst they are using the Gym Facilities. The member may not leave the Gym Facilities prior to their guest's departure.
3. Certain former members, persons who have applied for memberships but have been rejected, and former members of staff, may be ineligible to be a member, or guest, of RxGym. If in doubt, the member should check with RxGym management for advice.
4. A member who has "frozen" his/her membership will not be allowed access to the Gym Facilities (including as a guest).
5. Members must ensure their guests pay the appropriate guest fee, or surrender a valid guest pass (if applicable) before accompanying them into the Gym Facilities.
6. Members must ensure that their guests comply with this policy.
7. A person may be allowed to enter as a visitor to the Gym Facilities with prior arrangement or appointment, subject to RxGym's absolute discretion - and may be required to pay the guest fee (as set out in the RxGym price list, current at the time of visit). At all times, visitors must complete a Health Commitment Statement as requested by us.