Our Gym – Rules of Membership

**1. Your times of use:**

Direct Debit and Annual members:

Monday – Thursday: 6am – 10pm
Friday: 6am – 8pm
Saturday & Sunday: 8am – 5pm
Bank Holidays: 9am – 4pm

Off-Peak Annual members may use the gym between 9am and 4pm.

*These times are subject to variation for operational reasons.*

**2. Use of the facilities:**

1. This is dependent on you maintaining payments of your monthly direct debit. If any monthly direct debit payment is not received on the due date for payment, then your membership will (except in exceptional circumstances and at our sole discretion) be automatically suspended until all due payments have been brought up to date.
2. You will be provided with your personal non-transferable membership number that you will be requested to show at the start of your activity session. If your membership number is used by anyone else with your knowledge or consent then we reserve the right in our sole discretion to suspend and/or cancel your membership.
3. Membership fees do not cover the cost of lockers. Any property stored in lockers is stored at your own risk. We regret that we cannot accept liability for any loss or damage that may occur to items stored in lockers.
4. On joining, all members are offered an induction to instruct you on the use of the equipment. We strongly recommend that this is undertaken. If you are subsequently unsure how to use any equipment, please ask a member of the team.
5. We endeavour to ensure that all facilities, classes and equipment are available during the advertised opening times. However, occasionally, facilities or equipment may be unavailable or classes cancelled. During festive periods opening times may be altered at the discretion of the management. These circumstances have been calculated within the membership fees.
6. You must inform us if you have sustained a personal injury elsewhere or have developed a medical condition that may have consequences for training.
7. Suitable gym clothing and clean trainers must be worn at all times. Denim is not permitted.
8. Equipment must be treated with respect. Please refrain from dropping weights and they should be replaced after use.
9. Machines and equipment must be wiped down after use, left clean and dry and replaced in the correct area.
10. You may not use the gym or participate in a class when under the influence of alcohol, drugs or any medication that may affect your safety.
11. Only Our Gym [Personal Trainers](https://ourgym.co.uk/personal-training/) are permitted to train members in Our Gym.

**3. Bookable activities:**

1. Bookings are only accepted from members whose membership fees are up to date.
2. Bookings can be made 24 hours in advance.
3. Attendance for your class must be registered upon arrival at the reception desk.
4. Cancellation of a booking must be made no later than 4 hours before the booking is due to start. Any cancellations received within 4 hours of the start time will mean you may be charged.
5. If you do not attend a booking you will be charged.
6. If you have an injury or illness that may affect your ability to participate, or if you are a beginner, please consult the instructor before the class starts.
7. Entrance to a class may be refused should you arrive after the warm up has been completed.
8. Classes and instructors are subject to change.
9. We reserve the right to restrict a members ability to pre-book classes if the member persistently fails to attend booked classes.

**4. General**

1. You will be given a free key fob with your membership. Should you require a replacement, a fee will be charged.
2. Membership does not guarantee the availability of a parking space. Parking spaces are available on a first come first served basis. Parking is limited to a maximum of 3 hours.
3. Members must keep their personal details up to date at all times. Any changes should be made via the members area in our booking system.
4. Smoking (including e-cigarettes) is not permitted.
5. Food and chewing gum are not permitted within the gym area or during classes.
6. We ask you to familiarise yourself with the contents of our signs, notices on display and the location of the emergency exits.
7. You are required to abide by our policy on the use of cameras, video and mobile phones.
8. Failure to adhere to these rules may result in the termination of your membership.

**5. Membership payments**

1. Our Gym membership Direct Debit contracts offer an easy monthly payment scheme. The payments are collected by third party Harlands Services Ltd. If on a contract for 12 monthly payments, a member may pay the remaining balance of their contract at any time. This is a rolling contract and payments continue into month 13 and beyond, as the contract does not automatically terminate after the twelfth payment.
2. If on a contract for 12 monthly payments, Direct debits cannot be cancelled prior to the expiry date/or twelfth payment has been made. If, in extreme circumstances the contract cannot be fulfilled it can be transferred to another person. If due to relocation (minimum distance determined at DFC discretion) membership can be cancelled, providing sufficient proof.
3. If on a month to month contract, the membership can be cancelled at any time after the first instalment has been taken. There is a 1 month notice period and the member must notify Our Gym in writing
4. Any payments due within the notice period are payable in full. E.g. a member that pays on the 1st of the month and cancels on the 2nd of the month will pay in full on the 1st of the following month.
5. Please do not cancel your direct debit at any point as Harlands will still attempt to take payment unless instructed by us by way of a cancellation request.
6. If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay us on demand an administration fee of £23.70 (which we require to cover our costs of seeking to pursue such payment from you).
7. It is the member’s responsibility to check Direct Debit payments have ceased from their bank account once a cancellation has been agreed and notify staff within 1 month. Further payments will not be reimbursed.

Gym Membership (11-15 yrs)

1. £10 per month, no joining fee.
2. Must be accompanied by a parent/ guardian who must have a current membership or purchase a day/ week pass at the time.
3. Access to Our Gym anytime Saturday and Sunday only.
4. An Our Gym gym induction is compulsory before using the gym. This can be booked at Our Gym reception.
5. All other gym [etiquette](https://ourgym.co.uk/etiquette/) and general membership rules applies to gym membership (11-15 yrs) users.

Day Passes

1. Day Passes are valid for entry for 24 hours, starting from the time of purchase.
2. Day Pass users may not book onto exercise classes.
3. All other gym [etiquette](https://ourgym.co.uk/etiquette/) applies to Day Pass users.

Annual / 12 Month Memberships

If you pay for an Annual Membership ie 12 months membership fees in advance or sign up to a 12 month Direct debit membership, your membership will run for the 12 month period covered by the payment without any refund should you choose not to use your membership in that 12 month period. No refunds will be offered for any part of the 12 months not used. This applies to Annual and Off-Peak Annual memberships.

TERMS & CONDITIONS FOR DIRECT DEBIT MEMBERSHIPS

Agreement administered by Harlands Services Ltd “Harlands” – [www.harlandsgroup.co.uk](https://www.harlandsgroup.co.uk/) – HELPLINE – 01444 449 166 / c.service@harlandsgroup.co.uk / 2nd Floor Rockwood House, 9-17 Perrymount Road, Haywards Heath, RH16 3TW.
Registered in England No. 2982925 VAT Registration No. GB 799 7113 70

PRINCIPAL TERMS

1. This agreement commences once you have indicated your acceptance in the Declaration section of this web sign up process. If you did not sign up on the clubs premises you have 14 full days after signup to cancel this agreement for any reason. To exercise this right you must inform Harlands or the club of this by post, email or telephone using the details above. You can use the cancellation form on page 2 of this document but it is not obligatory. If you exercise this right to cancel we will reimburse you all joining and membership fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service before requesting to cancel then we will reduce your membership fee refund by a pro rata amount equal to the number of days from signup to the date cancellation was requested.
2. Your membership starts immediately.
3. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen.

FEES AND CHARGES

1. The Joining Fee / Initial Payment is due from you to us, is payable immediately and is not refundable other than due to cancellation under the Principal Terms above or in the event of breach or negligence by us.
2. The Direct Debit Payment Amount is due from you to us. You are obligated to make the Minimum No. of Direct Debit Payments stated with the first one being paid on the 1st Direct Debit Payment Date and then every month thereafter. You are obligated to make every Direct Debit Payment regardless of non attendance, except where the cancellation terms below (or under the Principal Terms) are met.
3. You agree to advise us promptly of any change to the Members Details provided.
4. If you fail to pay any amount due under this agreement for a period of more than thirty days, then we may pass the debt to a third party company for collection. The reasonable and direct costs incurred in employing the third party company will be borne by you including costs in tracing you if you have changed your address without telling us.

AUTOMATIC RENEWAL

1. Once you have completed the Minimum No. Of Direct Debit Payments we will automatically continue collecting the Direct Debit Payment Amount every month. Your membership will be extended by one month for each payment (“Renewal Period”). This renewal Direct Debit payment amount may only be amended if we advise you in writing giving not less than 30 days notice. Please note if your membership included the benefit of a free period then we will stop making collections during that free period and recommence making collections on the renewal date.
2. You may prevent the Automatic Renewal at any time by giving notice to our Helpline (you should give us not less than 30 days notice). When the final minimum period payment has been taken you should also cancel your Direct Debit mandate directly with your bank.
3. Once you have completed the Minimum Number of Direct Debit payments you can cancel your Automatic Renewal payments by contacting our Helpline (you should give us not less than 30 days notice). After the final payment has been taken you should also cancel your Direct Debit mandate directly with your bank.

CANCELLATION

1. 3 month minimum contract when you sign up on the Rolling Direct Debit Membership.
2. Relocation: This agreement can be cancelled in the event that your new permanent address is more than 15 miles away from the facility upon receipt of a copy utility bill or bank statement showing the new address.
3. Long term (over 3 month) illness or injury: This agreement may be cancelled in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided.
4. Redundancy: This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood.
5. Pregnancy: This agreement can be cancelled if you become pregnant upon the appropriate written proof being given. Please note – ANY Cancellation for the above reasons will not be effected until the appropriate proof is provided and received (in writing or via email) by Harlands or the club.
6. Breach: This agreement can be cancelled if we are in breach of contract including if we do not provide facilities or services you may reasonably expect and we have fallen well below that standard.

FREEZING

1. Temporary Illness or Injury: This agreement may be frozen in the event of a temporary illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for a period of time.
Please note – ANY Freeze will not be effected until the appropriate proof is provided and received (in writing or via email) by Harlands or the club.
Please note – A freeze period does not affect the Minimum No. of Direct Debit Payments you are due to make and any payments remaining at the time of the freeze will remain due and recommence on a monthly basis once the freeze period has completed.

GENERAL TERMS

1. You agree to comply with the Rules of Membership which are displayed prominently in the Club and relate to opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules at any time provided we give you reasonable advance notice of the change.
2. If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.
3. We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced. You may transfer your membership to another person provided that such person pay a Joining Fee signs an agreement with us and accepts the balance of any remaining Minimum No. of Direct Debit Payments.
4. We will do our best to resolve any disputes over this agreement. If you wish to take court proceedings against us you must do so within the United Kingdom. Relevant UK law will apply.
5. If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply
6. We may terminate this agreement with immediate effect on notice to you if you are in breach of the Clubs Rules (i.e. Stealing or other criminal activities within the facility). In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.