

MEMBERSHIP TERMS & CONDITIONS

PRINCIPAL TERMS

1. This agreement commences once you have indicated your acceptance in the sign up process.
2. You will be entitled to all the rights and privileges set for the Type of Membership chosen.
3. You cannot transfer this agreement to anyone else

DIRECT DEBIT FEES AND CHARGES

1. The first month's membership fees are collected from you by us either by Debit / Credit card at time of purchase, or cash on the day of your membership application date. We have **NO Joining fees**
2. If you are looking to upgrade your membership there are **NO admin fees charged.**
3. Your First Direct Debit for monthly membership fees only will be collected on the 1st of the month after you joined. Each payment made is not refundable under any circumstances.
4. If your **first** Direct Debit is returned unpaid or if any other form of payment is not honored for whatever reason, you shall pay HARLANDS on demand an administration fee. If, despite Harlands having notified you of a missed payment, further payments are missed, Harlands reserve the right to, at our sole election, either suspend or terminate your membership.
5. You agree to advise us immediately of any change to the Members Details provided.
6. **NO FEE** is applied if you freeze your membership. Your membership can be on freeze for a maximum of 6 months after which your membership will automatically be un-frozen and will revert to your monthly rate. Freeze only applies to monthly memberships and will start from your payment date. Please be aware this must be actioned at least 3 working days prior to your payment date.

DIRECT DEBIT PRICES

1. From time to time we may need to increase the price of membership. We will give you at least 1 full months' notice of any incoming price increase and will make it very clear when the price increase will take effect and how much your membership will cost after the increase. During this period, you will have your usual right to terminate your membership in accordance with the membership terms and conditions and rules. If you do not terminate the membership by the date given to you in the notice, then the price of your membership will be increased in accordance with our notice.

TERMINATION

MONTHLY DIRECT DEBIT MEMBERSHIPS

1. You may terminate your membership at any point after the first direct Debit by canceling your direct debit with your bank, allowing 3 to 4 working days for the bank to action this. OR CALL HARLANDS.
2. In the above circumstances your membership will remain in force until the day before your next payment is due, at which point it will automatically terminate.

CASH/ CARD PAID IN FULL MEMBERSHIP

This is non refundable.

MONEY BACK GUARANTEE

1. As per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you are entitled to cancel your membership and receive a full refund of any fees paid within 14 days of completing your membership application form. However, as per regulation 36 of Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you select to commence your membership immediately, or you ask us to start your membership early, you agree that if you subsequently cancel your membership within the 14 day period, you will be refunded any monies paid, less an amount for the membership you have already used commencing from the first day after joining.

ACCESS ABUSE POLICY

1. Your Access Device (defined below) can only be used by you: Your Access Device is issued solely for your use, as your membership is personal to you and only covers your use of a gym. You are responsible for keeping your Access Device secure and confidential at all times. The Access Device remains our property at all times (unless agreed otherwise and evidenced in writing).
2. Use of Access Devices is monitored: In the interests of the safety and security of all our members, use of Access Devices and access is monitored and individuals using Access Devices may be asked to provide proof of identification.

3. What we will do if we think your Access Device has been misused: Should we believe that your Access Device has been used by another individual or individuals we may (in our discretion) decide to conduct an investigation. If we do so we will: (a) inform you, via email, that we believe your Access Device has been used by another individual or individuals and ask you to provide us with reasonable assistance to investigate the matter; and (b) following our investigation we will contact you, via email, to inform you of our findings and our proposed course of action, which may include one or more of the steps set out in paragraph 4 below.
4. Our Right to make additional charges and/or cancel your membership: If you unreasonably refuse to cooperate with our investigation, or following our investigation we have reasonable grounds to believe that your Access Devices was used, with or without your knowledge and/or consent, by another individual or individuals, depending on the particular circumstances of each case, we reserve the right to take one or both of the following steps, which are in addition to any other legal rights that we may have : (a) to apply a penalty charge to your membership fees (and increase your direct debit payment(s) accordingly). The penalty charge will be calculated as being equal to the daily membership charge (that applied at the time of use) for each occasion on which your Access Devices used by that individual/those individuals; and/or (b) in the event of serious misuse of your Access Devices example, Access Devices has been used on repeated occasions and/or by more than one individual, to notify you, via email, that we are canceling your membership with immediate effect, and no refunds will be given.
5. Your responsibility for another's conduct: If we have reasonable grounds for believing that you knowingly provided your Access Device to another individual or individuals, or allowed unauthorized entry following your entry to the gym (Known as tailgating) in addition to our rights referred to in paragraph 4 above, we may hold you responsible for the conduct of the individual(s) while on our gym premises, and liable for any loss we suffer as a consequence of that conduct.
Access Device: the device, key-fob, or any other relevant security hardware device with built-in authentication equipment, issued or otherwise provided to you by us to enable you to securely access the relevant gym in accordance with the terms of your membership. Only one device can be registered to an account at any time, if you lose or misplace the device you need to contact member services to remove the device immediately.

DAILY MEMBERSHIP TERMS & CONDITIONS

PRINCIPAL TERMS

1. This daily membership commences once you have indicated your acceptance in the Declaration section of this web sign up process.
2. Your membership will be activated on the date you specified, running till midnight of the specified date.
3. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen.
4. You cannot transfer this daily membership to anyone else nor transfer to another date.

FEES AND CHARGES

1. Membership fee is not refundable.

GENERAL TERMS & CONDITIONS

MISCELLANEOUS TERMS

1. Members must be 16 or older.
2. 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 that we give you advance notice of the change.
3. 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.
4. 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.
5. There may be occasions where we have to close all, or part of, the gym of which you are a member. 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 use all commercially reasonable endeavors to ensure that such closures are outside of peak visiting hours and are kept to a minimum, in both duration and frequency. You will not be entitled to a refund of part of, or all of, your membership fees in such circumstances.
6. 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.
7. We will not be liable or responsible for outstanding monies paid to a Personal Trainer. Personal Training is arranged directly with the PT and not with **Beef gym Limited or Beefs and Babes LTD**
8. As a consumer, you have legal rights in relation to any services that are not carried out with reasonable skill and care, or if the materials we use are faulty or 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.
9. This agreement is governed by English Law.
10. We may terminate this agreement with immediate effect on notifying you if you are in breach of the Clubs Rules.
11. 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. Further, that you will advise us immediately should your circumstances change.

INFORMATION ABOUT US

1. We are a company registered in England and Wales.

Beefs Gym Ltd Our company registration number is 04930384 and Our registered office is at UNIT 1A Priory road Strood , Kent ME2 2EG. Our registered VAT number is . 880908592. **Beefs & Babes Gym Ltd** Ltd Our company registration number is 06978745 and Our registered office is at 217 London Rd. Greenhthite Kent DA9 9DQ. Our registered VAT number is 112966613

2. If you have any questions or if you have any complaints, please contact us. You can contact us by emailing our customer service team at by e-mailing Us at beefsgym.strood@yahoo.co.uk or Beefsandbabesgym@hotmail.com
If you wish to contact us in writing, or if any clause in these terms requires you to give us notice in writing you can send this to us by e-mail to Beefs Gym Limited at beefsgym.strood@yahoo.co.uk or Beefsandbabesgym@hotmail.com We will confirm receipt of this by contacting you by email.

YOUR PERSONAL INFORMATION

1. You cannot transfer this daily membership to anyone else nor transfer to another date.
2. Day passes are non-refundable.

STUDENT MEMBERSHIP

1. Discount is available for full time students. Rolling monthly memberships can be cancelled at any time, and multiple gym access is available