

Terms and Conditions



TERMS & CONDITIONS OF MEMBERSHIP

1. THE STUDIO

1.1 "Body Happy" is any centre managed by Body Happy Ltd

2. BODY HAPPY

2.1 Registered in England No. 10614059; Registered office – Kingsway Court, Second Avenue, Hove, BN3 2LP

3. ACCEPTANCE OF MEMBERSHIP

3.1 Acceptance of a membership application by a potential member is at the sole discretion of the Body Happy. Proof may be required of any information given in the application. Fraudulent information given could result in the cancellation of all membership rights and lead to payment of all monies due to Body Happy. Upon acceptance membership of the Studio shall commence upon receipt of the 1st monthly joining fee.

3.2 Acceptance by Body Happy of an application for membership of the Studio shall constitute a legally binding agreement between the member and Body Happy, and the member agrees to be bound by rules, regulations and bylaws of Body Happy which are in force at the time. All categories and types of membership shall be subject to these Terms & Conditions.

3.3 The member has the right to cancel this agreement by providing Body Happy with written notice within 14 days of receipt of this agreement. Body Happy shall refund in full all initial monies paid. In no other circumstances will fees be refundable.

3.4 If Body Happy accepts the membership application, membership of the Facilities by the applicant shall commence upon the "Start Date" shown on the membership documentation

3.5 The person agreeing to the Membership Application shall be at least sixteen years of age or if the member is less than sixteen years of age the Membership Application shall be countersigned by a competent adult who agrees to take responsibility for the membership.

3.6 Members are required to give written notice to Body Happy of any changes to contact information. We will assume that all correspondence sent by us has been received within 5 working days of mailing

3.7 You can transfer to different levels of membership. Maximum 1:1 sessions per membership are as follows: Develop; 5 training sessions per month, Grow 2; 9 per month, Excel; 14 per month. These are not able to be carried over from previous months, however if you find that you would like additional training, but on a short-term basis, these can still be paid for separately.

4. LIMITATION OF LIABILITY

4.1 Unless by any negligence or breach of duty by Body Happy, the member is responsible for any loss, theft, injury or damage to property.

4.2 Body Happy only accepts liability for death or personal injury to the extent that it results from negligence by Body Happy Ltd.

5. PHYSICAL HEALTH OF MEMBER

5.1 The member warrants and represents that they are in good health and are not knowingly incapable of engaging in the classes they attend or the exercise programmes they follow and such classes and exercises would not be detrimental to the health, safety, comfort, wellbeing or physical condition. If in doubt the member should consult their GP.

5.2 The member is responsible for monitoring their own physical condition and should any unusual symptoms occur they must immediately inform their instructor or a member of staff and refrain from further participation in the class or exercise.

5.3 Anyone using the facility for fitness related activities agrees to our Health Commitment (see link on website)

6. ASSIGNMENT

6.1 Members cannot sell, assign or transfer their membership.

6.2 Body Happy may assign the rights, obligations and benefits of this agreement to another organisation. Members will be notified in advance of any such assignment. Members rights will not be affected.

7. MEMBERSHIP FEES

7.1 Membership Fees must be paid in advance monthly. The Monthly Membership Fees must be paid by Direct Debit on or the 'start date' of the membership.

7.2 The member shall be given not less than 30 days written notice of any change in the Membership Fees. Upon the expiry of such notice period, if the member does not wish their membership to continue at the increased monthly membership Fee, the member shall be entitled to cancel their membership, following the standard cancellation process shown in clause 8.1, without incurring any further charges after the date of cancellation.

7.3 Body Happy may from time to time, carry out membership fee pricing reviews based on UK economy vs cost of providing services and UK RPI. Body Happy shall be entitled to change the

Membership Fee at any stage during the Term of the membership with relevant notice (being not less than ten days) given before any changes take place but no more than 1 [one] increase per calendar year. Should a rise in fees be deemed applicable, the member will be informed prior to any changes taking place.

7.4. An administration fee may be payable to set up the Direct Debit system and this fee will be non-refundable.

8. CANCELLATION/SUSPENSION OF MONTHLY ROLLING CONTRACT MEMBERSHIP BY THE MEMBER

8.1 The member may terminate membership by making one further direct debit payment after the date of written instruction to terminate. 30-days written notice of cancellation to be sent to Jenny Day, at info@body-happy.co.uk or in writing to Jenny Day, Body Happy Studio, Kingsway Court, First Avenue, Hove BN3 2LR. The final direct debit payment entitles the member to use the Centre to the end of that **calendar month/a 4 week period post direct debit date**

8.2 The member is responsible for cancellation of the direct debit with their bank.

8.3 During the term of the membership, a member may, at the discretion of Body Happy, place the membership on `freeze` for a one-off period of one to six months. 30-days written notice of `freeze` to be sent to Jenny Day, at info@body-happy.co.uk or in writing to Jenny Day, Body Happy Studio, Kingsway Court, First Avenue, Hove BN3 2LR.

8.4 The member is responsible for cancellation of the direct debit with their bank.

8.5 Where a Direct Debit has failed or a member has purported to have cancelled their membership without prior agreement, the membership shall be suspended until payment is received. Any member who falls behind in payment for more than 1 [one] calendar month will forfeit his/her membership and subsequent re-instatement of the membership will be subject to the outstanding current membership fees applicable at the date of re-instatement.

8.6 Refunds may be given at discretion of the Body Happy management. A refund will be calculated by calculating how many sessions you have had that month/block. These sessions will then be charged for at the rate of a single personal training session. The money left will be refunded.

8.7 Body Happy requires a minimum of 24 hours' prior notice of any cancellation of any Personal Training session. This can be made directly to your instructor or to 07786 557 998> if you do not provide a minimum of 24 hours' prior notice, you may lose that session, no refund will be made or session 'made up'.

8.8 Any rearranged cancelled session will be made between you and the personal trainer and mutually agreed.

8.9 If your personal trainer fails to give you 24 hours' notice of any cancellation you will be entitled to an extra 1 hour of personal training, in addition to the session missed. This does not include sessions that are covered by our team of instructors as your booked session will have been delivered.

9. TERMINATION OF MEMBERSHIP BY BODY HAPPY

9.1 Without notice and with immediate effect Body Happy may cancel membership if the member's conduct may be injurious to the name, character or interests of Body Happy or such that it renders the member unfit to associate with other members or use the facilities of the Centre. No refund will be due to the member.

10. GENERAL FACILITIES

10.1 Certain categories of membership do not include rights to use all the facilities. Facilities not included may be provided at an additional charge at the standard Casual Fee. Details of the facilities included in each category of membership are available on the Body Happy's website.

10.2 The cancellation policy may change from time to time, notification of any change will be displayed in the leisure centre and on the Company's website.

10.3 Body Happy reserves the right to make alterations to the type of Facilities provided on reasonable notice to members and Body Happy shall not be liable for any inconvenience caused by such alterations. If such alterations are made which would inhibit or stop any member from continuing their use of the Facilities, they will be entitled to cancel their membership by providing written notice to the Company.

10.4 Details of the Facilities' current opening hours are displayed on the Facilities website. Body Happy may sometimes need to change opening hours. If Body Happy needs to do this it will, where reasonably possible, display notices at the Facilities notifying members of the change. Body Happy shall endeavour to give two weeks prior notice of the change in opening times but, where this is not possible, it will endeavour to give reasonable notice of such changes. If Body Happy makes a significant change to the opening hours [not including important maintenance closures or unexpected health and safety closures] which would affect a member's opportunity to continue their usage, they will be entitled to cancel their membership without incurring any further charges after the date of cancellation.

10.5 Force Majeure. If the Body Happy studio is rendered unable wholly, or in part, to carry out its obligations by reason of force majeure, Body Happy will give notice and therefore be released from those obligations which can no longer be fulfilled. Force majeure can also be interpreted to include circumstances beyond the control of Body Happy.

11. BOOKINGS

11.1 Membership does not guarantee access to classes/facilities. You must book ahead to reserve your place by booking via the telephone, online or with your personal trainer.

11.2 Class/ personal training/ massage bookings must be paid for in advance or at the time of booking if not included in your membership.

11.3 If you have an emergency and need to reschedule an appointment - kindly give us all call as soon as possible. If you call within 24 hours of the appointment, you may be charged for the session.

11.4 Failure to attend bookings or provide suitable cancellation notice will result in arrears for the full cost of booking regardless of membership type.

11.5 Please do not arrive late for any of the classes. Entry to classes will be denied if you are more than 10 minutes late.

12. GOVERNING LAW AND JURISDICTION OF THE COURTS

12.1 This agreement shall be governed and construed in accordance with English Law and Body Happy and the member agree to submit any dispute to the exclusive jurisdiction of the English Courts.

12.2 Each of the paragraphs in these Terms & Conditions operates separately. If any Court or relevant authority decides that any of them are unlawful the remaining paragraphs will remain in force.

13. DATA PROTECTION

13.1 Information collected from a member will be added to the Company's membership database. The Company may use this for administrative purposes in providing the services, and for communication with the member. In compliance with the Data Protection Act 1998 and the EU General Data Protection Regulations all information will be treated as confidential and will not be shared with any other organisation without the explicit and informed consent of the member. Further information can be found in the Company's Privacy Policy on its website www.body-happy.co.uk

13.2 We respect the privacy of our clients. Photography and video recording of any kind is not allowed in the studio unless prior consent from Body Happy and their clients has been received.