



Membership Terms and Conditions

By becoming a member your membership is subject to the following terms.

1. Membership

Day Pass & Class Passes – These passes are just for that one class/session or day as per the pass.

Monthly Memberships – Your membership will start from the date that you make payment. You are required to bring your membership confirmation to every class. Your membership will continue automatically thereafter for the entire term of your membership unless you serve notice as per clause 7. The minimum term is for the duration of the membership. Thereafter

2. Changes to session timetable

Our timetable is constant throughout most of the year. However, we do make changes in our timetable in line with the seasonal clock changes at the end of March and the end of October. Where possible we will endeavor to give you at least 30 days' notice of any changes to your timetable.

Due to unforeseen circumstances, it may be necessary to make changes although in some cases temporary i.e. maintenance work in the parks.

3. Membership fees

Initial Payment – Due to the nature of Direct Debits, we will require your first monthly payment upon registration by Cash, BACS or Bank Transfer.

Memberships – Are to be paid monthly in advance by direct debit. Payments will be in synch with the day of the month the membership started i.e. if you purchased your pass on 14 February then the direct debit will normally come out of your account within 7 working days i.e. 21st-23rd February. All future direct debits will be collected on the 21st-23rd of each month. All payments are to be made by direct debit or credit card regular payment ONLY.

4. Late or unpaid membership fees

All payments must be made by direct debit. If payment is not received or is late you will be liable to pay a non-payment charge of £25. We will notify you by email. Full payment will be payable until notice to cancel has been served in line with clause 7. Attendance to class will not be permitted until all arrears have been settled.

If you are paying by direct debit, your signature on the credit-card or debit-card form authorises us to use that card to take the monthly payment if we do not receive your direct-debit payment for any reason. If you are in arrears with your membership fees and this is not due to a bank error, we may charge reasonable administration fees or suspend or cancel your membership.

If we do not receive full settlement of the fees by the due date we reserve the right to instruct a debt collection agency to register the debt against you and to collect the full payment. It is agreed that you will be responsible for paying all debt collection costs and interest for the amount overdue and those for the

remaining term of the membership, or if the initial membership term has expired then the notice period thereafter.

5. Membership Terms & condition and Fee changes

We reserve the right to change our terms & conditions or fees by serving no less than 30 days' notice.

6. Suspending your membership

Your membership has a minimum term as stated in clause 1. During the minimum term you can only suspend your membership if you have a medical condition that stops you attending sessions. In order to qualify:

(I) You will be required to provide a doctor's certificate that states, that due to your medical condition you are unable to attend training sessions.

(ii) Suspension must be for a minimum of 1 month and up to 12 months commencing from the renewal date of the following month i.e. if your membership started on 23 February and you want to suspend your membership it can only be from 23rd of the following month.

(ii) Give a minimum of 5 working days' notice before the end of a month i.e. based on the above example on the 18 June, otherwise it will be from the 23rd of July being the following month. This notice period is only valid once you have received written notification from R4C Health Solutions Limited confirming that they have received your notice.

7. Cancellation of your membership

Your membership has a minimum term as stated in clause 1. During the minimum term you can only cancel your membership on the following basis:

(a) Medical Condition

(I) You have a medical condition that stops you attending sessions for the remaining period of the minimum term. In order to qualify you will be required to provide a doctor's certificate that states, that due to your medical condition you are unable to attend training sessions for the remaining period of your minimum membership term.

(ii) You give a minimum of 5 working days' notice before the end of a month, i.e. based on the above example on the 18 June, otherwise it will be from the 23rd of July being the following month. This notice period is only valid once you have received written notification from MYPT Limited confirming that they have received your notice.

(b) Expiry of your minimum membership term i.e. Monthly Memberships.

(I) If you notify us during your minimum membership term, your membership will finish at the end of that month or upon the expiry of the minimum term whichever is later. In order to cancel you are required to give a minimum of 5 working days' notice before the end of your minimum membership term, otherwise your membership will not terminate until the end of the following month.

Monthly Membership Example – If you take out a Monthly Membership on the 23 February and you decide not to renew it, then you need to give notice no later than the 18 March, otherwise your membership will not terminate until 22nd April.

This notice period is only valid once you have received written notification from MYPT Limited confirming that they have received your notice.

8. Changes to MYPT

If for any reason we are required to change or move our training venue we will give you as much notice as possible. Under such circumstances your membership will be re-allocated to an alternative venue.

9. MYPTs right to cancel your membership

We will have the right to cancel your membership without notice on the basis:

- Break these terms and conditions
- If you behave in such a way that puts the safety, health or wellbeing of other members, instructors at risk
- If you are violent or abusive to any other members, instructors or MYPT users.
- You do not follow the safety instructions instructors.
- Act in a malicious or derogatory way against our company, members or instructors in any form of electronic communication including social media networks.
- Allow another person to use your membership to attend a session.
- If you have given false or misleading information on your application or fitness and health forms.

10. Complaints procedure

We consider a complaint to be any expression of dissatisfaction with a service provided by MYPT. This dissatisfaction might arise from the actions of a member of staff, or from an instructor.

We try to resolve as many of these complaints as possible within 7 days of written notification.

If you have a complaint we wish to know, as we would like to address all matters to our best ability. Please forward all complaints by email to info@myphysicaltraining.co.uk

11. Theft, loss, damage or injury

(a) Theft , loss or damage

It is your responsibility for theft, loss or damage to any of your kit, equipment or valuables that you bring to a training session. There is no storage facility for your possessions or valuables and therefore you are requested to keep them on you or in your rucksack on your back at all times. Please be aware you are training in a public country park and there may be pickpockets and other opportunists.

We are not legally responsible and neither are your co-members for any possessions you lose or that are damaged or stolen by anyone unless we have been negligent. If you experience any theft, loss or damage at one of our sessions you must report this to the instructor straight away.

(b) Injury

You have agreed that by participating in this form of training has its risks and you have agreed to the risks as detailed in the [Disclaimer document](#).

In the case of an injury it is your responsibility to make sure that:

(I) You inform your instructor at the beginning of your training session that you have an injury or illness that will or possible will affect your training.

(ii) You do not undertake any exercise or training if you are injured or ill. If you choose to disregard medical or your instructors advise then you agree to be personally responsible for exasperating or worsening or causing further injury.

(iii) If you injure yourself during training that you notify your instructor immediately and where necessary your co-members. YOU will be required to complete an injury/accident form before the end of the training session.

(iv) If you realise after your training session that you have an injury you are required to provide written notification to MYPT Limited within 5 days of the injury.

(v) You seek immediately medical attention from your doctor or hospital.

(vi) If you cut yourself during training with a sharp or unknown object it is recommended that you have a tetanus jab. Tetanus is caused by infection with Clostridium Tetani bacteria. These bacteria can enter your body through a wound or cut in your skin. They are often found in soil and manure. Similarly, you are at risk if you arrive at training with an existing cut or open wound. For more information visit the [NHS website](#).

12 . Your personal data

It is your responsibility to keep us informed of change in your personal data that you gave us on your membership form and health and fitness form.

All data we hold is confidential and is kept in accordance to the data protection Act 1998.

You are responsible for informing us about any changes to your personal information