# The Mill Gym and Studio

## **Terms and Conditions**



### **Monthly Membership Direct Debits**

- 1. This agreement will commence:
- \* Where you are on the venue premises, once you have indicated acceptance in the declaration section of this website sign up process.
- \* Where you are not on the premises, once you have indicated acceptance in the declaration section of this web sign up process
- \* Where you are on the venue premises when you sign a Contract Agreement or have indicated acceptance in the declaration of the website sign up process.

### **ONLINE SIGN UPS**

- 2. Your membership starts on the day of your indication and you will be entitled to the access and privileges for the type of membership chosen.
- 3. The interim payment is payable immediately or on the day you have chosen the membership to begin.
- 4. The Direct Debit payment is due from you to us on the agreed payment date of each month. You are obligated to make the minimum number of direct debit payments, with the first one being made on the 1st Direct Debit payment date.
- 5. You are obligated to make every Direct Debit Payment regardless of non-attendance or non-use of the services/facilities, except where the cancellation terms below apply.
- 6. If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or if any other form of payment is not honoured for whatever reason, you will be charged and agree to pay.
- 7. You agree to advise us promptly of any change to the member details which you provided.
  8. If you fail to pay any amount due on the Direct Debit payment date we will take steps to
- collect on the next available collection date. Should your failure to pay continue for more than 30 days your usage will be suspended whilst we recover the amounts due under this agreement.
- 9. We do not accept cash payments.

### **RENEWAL - DIRECT DEBIT**

10. We will automatically continue collecting the Direct Debit amount every month unless you cancel (in which case you must give us not less than 7 days before the next payment is due. If you give notice during a month we will treat it as being your last month unless its not within 7 days of your next payment\* Example. If payment is due to come out on the 14th of the month we will need to know 7 days prior to this in order to cancel it in time alongside clubrights cancellation policy.

### **CANCELLATION - DIRECT DEBIT MEMBERSHIPS ONLY**

- 11. We may cancel your membership immediately:
- ~ If you commit a material breach of this agreement.

- ~ If in our reasonable opinion your behaviour has or is likely to cause danger to other members, their guests and or staff or adversely affect the club,(including our reputation).
- ~ If any amounts you owe us remain unpaid 30 days after the due date.
- ~ If you provide us with details which you know to be false when applying for membership.
- ~ If we/you cancel your membership we will not refund any initial payments or pro-rata fees.

### **HOW TO CANCEL/SETTLE -DIRECT DEBIT**

12. A cancellation request may be submitted via email <a href="mailto:mhse@millhill.org.uk">mhse@millhill.org.uk</a> or call into the venue. Once submitted you will be asked to provide supporting evidence (if applicable). Please note a minimum of 7 days' notice is required for the above cancellations. Cancelling your direct debit does NOT cancel your membership and will show as a debt until you have notified us directly.

~ Breach: This agreement can be cancelled if we are found to be in material breach of contract. This may include where we do not provide the contracted facilities and services and do not rectify the breach within a reasonable period of time.

#### HOW TO FREEZE YOUR DIRECT DEBIT MEMBERSHIP

13. A freeze request can be submitted via email to mhse@millhill.org.uk, or call the venue. Your request can be submitted through our membership portal.

~You can freeze your membership for any reason for a minimum of 1 month and a maximum of 3 months.

### **TRANSFERS**

14. DIRECT DEBIT MEMBERSHIPS are non-transferrable.

### **ANNUAL MEMBERSHIPS**

### **MEMBERSHIP FEES AND CHARGES**

15. Membership fees are non-refundable on all Annual memberships/Upfront payments due to the level of discount at the point of sale.

### **CANCELLATION**

16. If we/you cancel your membership we will not refund any payments. (Including Staff and Student Membership and Special Offers).

### TRANSFERS ANNUAL ONLY

17. Memberships cannot be transferred to a friend or family member.

### **CLASSES**

18. By buying a class only monthly membership you are entitled to attend all classes shown on the class timetable within a month of purchase. This can be bought on a direct debit or one off payment.

19. Class Passes may be bought online or at the desk with a member of the team. A 1, 5 or 10 Class Pass entitles you to attend any one of the Exercise Classes shown on the Class timetable up to a maximum of 1, 5 or 10 times. The 1, 5 or 10 Class Passes is bought via a one off payment and are non refundable. Classes must be used within 6 months of purchase.

20. You must complete a Physical Activity Readiness Questionnaire before you book on to any of the sessions that we offer. By completing a PAR-Q, you confirm to us that you have no known condition or are undergoing any treatment that would prevent you from being capable of physical exercise in all material aspects.

21. Your membership applies to you personally. You may not transfer, assign or lend it to another person.

### **PAYMENTS AND FEES**

22. Paying monthly for a contract or for a Class Pass by card via the online booking system – Your payment for a monthly contract can be set to start when you choose however class pass payments are due immediately and will be taken as soon as you complete the payment booking system online and are non-refundable under any circumstances.

23. We do not accept Cash payments.

### **CANCELLATIONS**

- 23. We may cancel any monthly membership or class pass without notice if you commit a material breach of this agreement including, but not limited to, a breach of club rules, abuse or threatening behaviour or vandalism or other illegal activity.
- 24. We may cancel any contract or class pass without notice if you continually fail to cancel classes.
- 25. We reserve the right to cancel any Exercise class if an instructor is unable to attend a session due to unavoidable circumstances. There is a problem with the venue or any event out of control of The mill gym and studio
- 26. If We cancel a Fitness Class in such circumstances We will not make a refund but You may carry over that missed session over to another class on another date.

### **GENERAL TERMS**

- 18. You agree to comply with The Mill gym and Studio terms and conditions.
- ~ We may terminate this agreement with immediate effect on notice to you if you are in breach of the centre or club rules. In this event you will not be liable to pay any further Direct Debit payments, provided such breach is not determined by us to have occurred primarily in order to qualify you for a refund. If you have any queries please contact a member of the Team on 020 8906 6343 or Email mhse@millhill.org.uk