CBX Gym Code of Conduct.

This form is part of a legally binding agreement between yourself and CBX Gym. It is designed to ensure the comfort and enjoyment of our Fitness Facilities to users whilst maintaining the highest levels of health and safety for all users, visitors and staff. Failure to abide by this Code may result in the user being asked to leave the gym.

HEALTH AND SAFETY

- 1. You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, you should seek advice from a medical professional before you use our equipment and facilities and follow that advice.
- 2. Do not use the gym or attend classes if you are feeling unwell.
- 3. You should not carry out any activities which you have been told are not suitable foryou.
- 4. If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.
- 5. The use of mobile phones for making or taking calls or texting & emailing is not permitted whilst using equipment.
- 6. No food is to be consumed whilst using equipment.
- 7. Alcohol is not permitted on site. Anyone suspected of being in a state of inebriation will be prevented from making use of the facilities and services, asked to leave and have your membership revoked without reimbursement.
- 8. Bags and belongings are not permitted on the gym floor. Please use the lockers provided.
- 9. Equipment must not be moved, altered, modified or used in a manner other than that for which it was intended.
- 10. Please place dumbbells onto the rack provided. Do not leave them on the floor when you are finished using them.

RESPECT FOR OTHER MEMBERS

- 1. Users must wipe perspiration and any other marks from equipment after use.
- 2. Users must not rest on equipment at busy times.
- 3. Users must limit their cardiovascular work to 20 mins if people are waiting for equipment.
- 4. Equipment must be made available to any other user within a reasonabletime.
- 5. Users must not shout, use foul or abusive language or behave in a threatening or intimidating manner towards any other user, visitor or member of staff.

PERSONAL HYGIENE AND ATTIRE

- 1. Appropriate exercise clothing must be worn when using the gym.
- 2. No sandals, jeans, string vests or open toed shoes are to be worn.
- 3. Tops must be worn at all times in the gym.
- 4. Please use the hand sanitiser provided when entering and leaving the gym.

RESPECT FOR FACILITIES

- 1. Users must be in possession of their membership ID card at all times whilst making use of the gyms and attending classes.
- 2. Members must use their cards to access the facilities for which they are entitled.
- 3. Members must not allow non-members to enter the gym with them.

4. Members must not allow others to make use of their ID card. This will result in your membership being revoked with no reimbursement from CBX Gym.

Terms and Conditions

- 1. The CBX Gym is only available for use by persons aged 16 years old and over. Use by persons under the age of 16 years is not permitted.
- 2. Anyone age 16 or 17 must have an adult (aged 18 or over) who is willing to sign the direct debit into their name.
- 3. Participants of classes must be aged 16 years or over unless otherwise stated (e.g. Family Fitness Session)
- 4. You agree to adhere to the code of conduct above.
- 5. You accept that at times CBX Gym in an unstaffed gym and are happy to use the facilities without any staff present.
- 6. There is to be no entry to the gym between the hours of 10pm and 6am.
- 7. CBX Gym reserves the right to close facilities and cancel bookings if needed without warning due to essential / emergency maintenance. We will always try to avoid this and let members know where possible.
- 8. CBX Gym reserves the right to alter or reduce the class timetable at any time.
- 9. CBX Gym reserves the right to alter admission times.
- 10. CBX Gym reserves the right to withdraw or reschedule classes that are insufficiently subscribed or poorly attended.
- 11. Due to sickness absence it is sometimes necessary to cancel a class at short notice. We will only do this if we are unable to arrange suitable cover. A replacement class will be provided where possible.
- 12. All Classes are subject to availability and must be booked using the online booking system.
- 13. Members must not under any circumstances abuse the facilities, any equipment in the Facilities, CBX staff or any other Member or User and you will be required to pay for any damage to our property.
- 14. No equipment from the gym or class studio is to be removed from the premises by gym members/users.
- 15. The consumption of alcohol is completely prohibited within the gym, the office building and throughout the entire grounds.
- 16. On hearing the fire alarm, you must leave the Facilities by exiting through the safest and closest fire exit. There is a fire drill at 8am every Wednesday morning, and at 2pm every 4th Wednesday (Subject to change). If you hear the alarm at any other time you must vacate the building and meet in the car park. Do not return to the gym until a member of staff has told you it is safe to do so.
- 17. All accidents/incidents must be reported to a member of CBX Gym staff immediately. If this is not possible and you require the assistance of the emergency services you must use the telephone on the reception desk to call for help.
- 18. CBX Gym reserves the right to refuse admission or use of facilities to any person/persons.
- 19. Members must not keep hold of any locker keys when they are not using the gym. Lost or damaged locker keys will be recharged at £20 per key.
- 20. CBX Gym staff will remove the contents from any locker used overnight. Such contents removed can be claimed from Reception up to 4 weeks after removal from the locker
- 21. Property and belongings are left in lockers entirely at the owner's risk.

- 22. CBX Gym will not accept any liability in relation to locker thefts or damage to property.
- 23. Members/Users accept CBX Gym are in no way liable for death or personal injury to themselves resulting from members/users negligence or for any damage or liability you incur as a result of fraud or fraudulent misrepresentation.
- 24. CBX Gym shall not be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses you may incur due to injuries you may receive whilst using our facilities.
- 25. CBX Gym are not liable to you if we are prevented from, or delayed in performing, our obligations under this agreement by acts, events, omissions or accidents beyond our reasonable control including but not limited to war, acts of God, riot, strike, insurrection, power outage, adverse weather conditions, breakdown of equipment, failure of supply of electricity or gas, government restriction, necessary and unavoidable repairs or health or safety concerns.
- 26. CBX Gym reserves the right without prior notice at any time to alter or amend the whole or any of these conditions.
- 27. Any communication or enquiries about membership must be emailed to email@cbxgym.co.uk

TERMS AND CONDITIONS FOR MONTHLY PAYPAL PAYMENTS/STANDING ORDER

These terms and conditions constitute an agreement between you (the member) and CBX Gym. The agreement consists of the matters set out and specifically referred to in this document as well as the terms set out in any direct debit/standing order agreement that you may enter into with us.

All memberships are continuous contracts with a **minimum term of 6 months**. Payments are to be made on the X of every month which will cover that month. For example a payment on the 5th February will cover your Gym/Classes throughout all of February and up to and including 4th March.

You will pay your membership fees in accordance with the payment option you have selected:

Monthly PayPal/standing order - Contracts can only be terminated when the customer has provided one month's written notice after the minimum period has passed. This will be after your 6th payment. The 28 day notice period begins on receipt of the cancellation request. The next payment within this 28 day term is payable.

Once a membership has been entered into it cannot be changed or cancelled prior to the date of expiry except in exceptional circumstances, and entirely at management discretion.

Where a monthly membership fee is unpaid we will be entitled to recover this as a debt. This will include all outstanding monies due in respect of the minimum term of your membership.

An invoice will be issued for the remaining balance, details of how to pay can be found on the invoice.

If the automatic payment is cancelled after the 6 month term without written instruction, an invoice will be issued for the one month notice period required.

An admin fee of £20 will be charged for the return of fees that have been paid to us in error

Fees that are liable which remain unpaid will be transferred to a debt collection agency to pursue on our behalf. All fees arising from this action will be payable by the member.

- If for any reason there is a delay in setting up your payment schedule, invoices will be issued until a payment schedule is in place. Payment details can be found on the invoice.
- We must be notified of any change in circumstances, i.e.: address or name.

CBX Gym reserves the right to make amendments at any time, without notification, to any and all offers associated with the membership scheme and to its terms and conditions.

CBX Gym reserve the right to withdraw membership to any person who does not conform to any of these terms and conditions

Memberships cannot be loaned to any other person.

If you require any further information on these terms and conditions please contact us via

email: email@cbxgym.co.uk

TERMS AND CONDITIONS FOR ANNUAL MEMBERSHIP

These terms and conditions constitute an agreement between you (the member) and CBX Gym. The agreement consists of the matters set out and specifically referred to in this document.

All one off payments for an annual membership will need renewed annually by you. Your membership lasts for 12 months from the date you purchase your yearly membership.

Contracts cannot be terminated and no refunds will be given. Once a membership has been entered into it cannot be changed or cancelled prior to the date of expiry except in exceptional circumstances, and entirely at management discretion.

We must be notified of any change in circumstances, i.e. address or name.

CBX Gym reserves the right to make amendments at any time to offers associated with the membership scheme and to its terms and conditions.

CBX Gym reserves the right to withdraw membership status to any person who does not conform to any of these terms and conditions. Refunds will not be given to anyone who has a gym membership revoked.

Memberships cannot be loaned to any other person.

If you require any further information on these terms and conditions please contact us via email:

email@cbxgym.co.uk