Membership Terms & Conditions

SMARTT GYM

1 Definitions

"Administration or Onboarding Fee"	A one-off fee payable by you in order to commence your membership and is not refundable other than in the event of breach or negligence by us;
"Club"	Smartt Gym Crawley is the Club you are joining;
"Club Rules" or "Rules of Membership"	The Club Rules relating to opening hours, use of facilities and your conduct within the Club;
"Commitment Period"	The period of time for which you have committed to being a member of the Club;
"Direct Debit Payment"	The Monthly Membership Fee paid via direct debit;
"General Manager"	The term General Manager can also relate to: Manager, Club Manager, Owner.
"GoCardless"	GoCardless Limited incorporated and registered in England and Wales with company number 07495895 whose registered office is at Sutton Yard, 65 Goswell Road, London, England, EC1V 7EN is the company we use who provide Direct Debit payment services to you and administers our agreement with you. GoCardless can be contacted on: GoCardless member line: 020 8338 9538 GoCardlessemail address: help@gocardless.com
"Health Commitment Statement"	Your health is your responsibility. The management and staff of Smartt Gym Crawley are passionate about empowering you to transform your life and to help you take every opportunity to enjoy our facilities. With this in mind, we have carefully considered what we can reasonably expect of each other and this is contained within the Health Commitment Statement that you would have read as part of your sign-up process;
"Home Club"	This is the principal and primary Club that the member attends
"Member"	You have agreed to become a member of the Smartt Gym Crawley and pay the relevant membership fees to Smartt Gym Crawley
"Member's Details"	The information recorded as part of the membership joining process used to complete your Direct Debit Payment and your membership;
"Monthly Membership Fee"	The amount you are required to pay monthly for a standard membership;
"Notices"	Notices from you to the Club must be in writing, preferably via email or, where available, via the members area of the website or app.
"Personal Trainer"	An individual certified to have a degree of knowledge of general fitness involved in exercise prescription and instruction. Predominantly, Personal Trainers motivate clients by setting goals and providing feedback and accountability to members.
"Reciprocal Membership"	All memberships allowed entry to all Smartt Gym's.

2 Principle Terms

2 This agreement is an agreement between you and the Home Club.

2 This agreement commences once you have indicated your acceptance either in the Home Club or in the Declaration section of the web sign up process. If you did not sign up on the club's premises you have 14 full days after signup to cancel this agreement for any reason, unless you have used the Club/visited the Club (see 9.1). To exercise this right, please cancel your membership via the online cancellation function ('Manage My Membership') within the members area of the website. or the app We will email you If you exercise this right to cancel we will reimburse you the Administration or Onboarding Fee and Membership Fee payments received from you using the same means of payment you used for the initial transaction.

2 You will be entitled to all the rights and privileges exercisable for the type of membership chosen, subject to your timely payment of the fees and charges set out below and the successful processing of your Direct Debit instruction.

2 GoCardless provides Direct Debit payment services to you and administers our agreement with you, in consideration for which you agree to pay all the fees and charges associated with your Membership and as set out below to us via GoCardless as our agent.

3 Membership

3 Persons wishing to become members of the Club shall complete the membership sign up process at the Club, or online through the website. The Club reserves the right to reject any application for membership without giving any reason for so doing. By ticking the 'agree to Terms and Conditions' box on the screen during the sign up process the member agrees to comply with these Terms and Conditions of Membership and the Club Rules.

3 You will only be permitted to use the Club facilities provided your membership is current and fully paid up or you have made payment arrangements acceptable to the Club.

3 The minimum age to become a member is 16. "Home clubs" may permit 16 and 17 year olds to join online as well as in club. Where applicable, some clubs may disable the online joining function and request 16 and 17 year olds to join directly in club with a parent or guardian, this is solely at the discretion of the "home club". You may be required to provide ID on your first visit to verify your age.

4 Membership Categories

4 The Club may offer different categories of membership. Your choice of category on joining will determine the fees you pay and any restrictions that may apply to your use of Club facilities. You may change to any other available membership category by giving 30 days notice to the Club.

4 The Club reserves the right to alter the operating and where applicable, off-peak access hours of the Club. Where possible, the Club will always attempt to give at least 30 days' notice to all members.

4.3 If you are choosing a discounted membership (for example – Student) you must bring valid identification (for example – NUS card) and sign up in club only.

4.4 Reciprocal Membership and access is allowed in all Smartt Gym 's

5 Duration

5 When you join the Club you are agreeing to remain a member for a Commitment Period which will depend on which membership type you have chosen. Your membership will automatically continue on a rolling monthly basis following your Commitment Period

5 A 'Rolling Contract' membership option means that your Commitment Period is your first month of membership. For example, if you join on 18th May 2024 then your Commitment Period will end on 17th June 2024.

5 If you have chosen a 'Contract' membership type then your commitment period will end after the length of time that you have contracted for. For example, if your membership type is a 12 month contract and you join on 18th May 2024 then your Commitment Period will end on 17th May 2025.

5 If you choose to pay your membership fees monthly via Direct Debit your Club membership will continue automatically after the Commitment Period end date.

5 If you choose to join the Club by paying your membership fee in advance your Club Membership will terminate automatically on expiry of the Commitment Period.

6 Fees

The Club will set the level of fees and reserves the right to change the level of fees from time to time. The following fees prevail:

6.1.1 Membership fee; the level of membership fees shall be determined according to the type and category of membership.

6.1.2 Onboarding fees; is payable as specified during your sign-up process. This fee is for your full onboarding into the club and is mandatory.

6.1.3 Other Fees; all other fees and prices for the sale of goods at the Club, locker rental, solarium, bar/ restaurant and any other services will be set by the Club from time to time.

6.2 Unless otherwise stated, the Club takes no responsibility for advance payments made to freelance Personal Trainers; In this instance, it is your responsibility to enter into an agreement with the freelance Personal Trainers. Clubs are not responsible or liable for any monies paid or monies owed including refunds for personal training services delivered by freelance Personal Trainers. In the event of any payment disputes the member will need to raise these directly with the Personal Trainer and their respective limited company.

- Membership Fees and Administration or Onboarding Fees are not refundable by the Club under any circumstances save as provided for in 2.2 above.
- Unless otherwise stated, pre-sale membership introductory offers (where applicable) will be valid for 3 months after the Club opening date. At the 3 month point, pre-sale introductory prices will automatically increase to the current relevant membership fee.
- If your bank fails to make a due Direct Debit payment from your account, our Direct Debit collections agent will write to advise you of this. We may apply to your bank for payment by Direct Debit twice within one calendar month and we reserve the right to refer any missed due payments to a debt collection agency. An administration charge will be applied in respect of missed payments.
- Should any membership fees not be paid within 30 days of the due date, the full membership fee for the remainder of the commitment period will automatically become due and payable in full.
- Any unpaid and overdue membership fees referred to a debt collection agency will be subject to an administration charge to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred in the collection of the overdue membership fees will be the responsibility of the member and will be legally recoverable from the member.
- All club membership fees and other fees are reviewed periodically. For any changes to the monthly fee we will give you at least 30 days notice.
- We may charge a reasonable fee for any of the following: replacing lost membership cards/fobs, changing and/or updating membership category and transferring memberships.

7 Suspension of Membership ('Freezing')

7 A Member may, if he/she is unable to make use of the Club facilities and at the discretion of the Club,suspend his/her membership for one continuous period of at least 30 days and a maximum of 6 months (in any 12 month period). Written notice must be given to the Club (or where available, via the on-line 'freeze' function within the members area on the website or app). You must freeze your membership a minimum of 7 days before your billing date (usual payment day). Freezing within 7 days of your billing date may mean that the following months payment is in process and will be charged to you. The Club shall have the right to request a doctor's certificate. A reduced monthly fee may be charged by the Club during the suspension of membership. Any suspension during the Commitment Period will extend the length of the Commitment Period by the length of the period your membership is put on hold.

8 Termination of your membership by the Club

We may terminate this agreement in the following circumstances:

8.1 If you commit a serious or repeated breach of this agreement or the Club's rules of membership and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice;

8.2 If any part of your membership fee remains unpaid 30 days after its due date for payment;

8.3 If you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership;

8.4 If you engage in any illegal activity or activity which we deem to be unacceptable behaviour;

8.5 If we terminate for any of these reasons, we reserve the right to retain a proportion of the money paid under this agreement, to cover any reasonable costs incurred.

9 Termination by you, the Member (ending your membership)

9.1 Please note that if you completed your membership agreement whilst not in the club, you have a period of 14 days from sign-up in which to cancel this membership. This right to cancel will cease once you visit the club, or the period of 14 days has elapsed, whichever is the earlier.

9.2.1 Relocation: This agreement can be cancelled in the event that your new permanent address is more than 15 miles away from the facility upon receipt of a copy utility bill or bank statement showing the new address.

9.2.2 Long term (over 3 months) illness or injury: This agreement may be cancelled in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided.

9.2.3 Redundancy: This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood.

9.2.4 Pregnancy: This agreement can be cancelled if you become pregnant upon the appropriate written proof being given. Please note – ANY Cancellation for the above reasons will not be affected until the appropriate proof is provided and received (in writing or via email) by the club.

9.3 Breach: This agreement can be cancelled if we are in breach of contract including if we do not provide facilities or services you may reasonably expect, and we have fallen well below that standard.

9.4 Stopping paying your fees is not the same as giving notice. If you stop paying, but do not cancel your membership you are still obligated to pay the fees. As mentioned above, we reserve the right to refer any missed payments to a debt collection agency. We, or our agents, may charge a fee for missed payments and/or letters sent to you in respect of unpaid amounts.

9.4.1 After your commitment period (or within the last 30 days of your commitment period) you can end your membership by cancelling in the members area on the website or in the members app. You must cancel your membership a minimum of 7 days before your billing date (usual payment day). You can end your membership immediately or at month end. Cancelling within 7 days of your billing date may mean that the following months payment is in process and will be charged to you. Stopping paying method is not the same as giving notice. If you stop paying, but do not cancel your membership you are still obligated to pay the fees.app.

9.5 Membership is a subscription which provides the member with the right to access and use the club and its applicable facilities and services during their membership period. Membership fees are payable regardless of the frequency with which the member chooses to use the club. Non-attendance or non-use of the facilities does not suspend, cancel or remove the obligation to pay membership fees. Membership will continue until cancelled in accordance with the cancellation provisions of these Terms and Conditions.

9.5 You need to give us 30 days' notice to cancel your membership from your next scheduled payment date. Any payment due during that period will be your last and your membership will continue for the period you have paid for. For example – if your membership payment usually comes out on the 10th of the month; you give written notice on 5th July; your payment on 10th July will be your last payment and you can use the club until 9th August.

10 Membership Access

10.1 Membership Access, in the form of biometric, facial recognition will be issued to all members upon joining the Club and is used to gain entry to the Club. Membership Access is not transferable. Any member allowing their access to be used by another person is in serious breach of these Membership Terms and Conditions and will entitle the Club to terminate membership without notice in accordance with Clause 8 above and without return of any prepaid membership charges.

10.2 If membership access is lost via the membership card or fob, it should be reported to the Club and the Club reserves the right to charge an administration fee for the provision of a replacement.

11 Club Rules

11.1 The Club may amend the Club Rules from time to time in order to ensure the health and safety of members. Temporary amendments will be displayed in the Club. Permanent changes to the Club Rules will only be made after at least 30 days' notice to members, except in the case of emergency.

12 Opening Hours

12.1 The Club's opening hours, as amended from time to time, are displayed at reception and/or door and are available on the website.

12.1.2 Your Smartt Gym club may choose to operate 24 hours a day for any number of days over the 7 day week. In the event of being a member of a 24 hour club members will need to accept the relevant terms and conditions that are located in the member area.

12.2 The Club reserves the right to adjust the availability of certain facilities or close the Club on a temporary basis for the general purpose of cleaning, decorating, essential repairs, maintenance of equipment, special functions, staff training and holidays.

12.2.1 Membership refunds will not be made in the event of any ad-hoc closures due to maintenance issues.

13 Restriction of Liability

13.1 The Club will not accept liability for any loss, damage to or theft of money, valuables or other personal property of members and guests. Nor will the Club accept liability arising from acts or omissions of third parties such as Physiotherapists, massage therapists, beauticians, etc renting treatment rooms. This also applies to self-employed class instructors. Property stored in lockers provided by the Club is stored at the owner's risk and no liability for loss or damage thereto will be accepted by The Club.

14 Health & Safety

- Members must read all Health and Safety notices displayed in the Club and comply with their recommendations.
- The Club has a zero tolerance policy on the use, sale or purchase of illegal drugs or nonprescription steroids on the premises and reserves the right to eject, terminate and ban any member or guest contravening this.
- Members must sign a Health Commitment Statement prior to using the facility which is part of the sign-up process when joining online; if unable to sign you must provide a doctor's note stating you are well enough to exercise.

15 Sale of Club

- In the event of the sale or disposal of the Club to another company or to any other person we may transfer your membership to the new owner and you will continue as a member of the Club and continue to pay your membership fees provided no changes to these terms or the Club rules having a material adverse effect on your use of the Club are made by the new owner. Any such disposal will not affect your contractual or statutory rights.

16 Your Personal Data

- Access to all personal data collected from you in connection with your membership is dealt with in accordance with the énergie Fitness Privacy Policy which can be downloaded from our website and the Data Protection Act 2018. Please note that the Club operates under the ownership of Smartt Gym Crawley Ltd.

17 Changes and Amendments

- Smartt Gym may amend the terms and conditions of this membership at any time by reasonable notice, including without limitation by posting revised terms on its website at the URL www.smarttgym.com/legal/. These amended terms and conditions shall be binding upon you.

18 Online Services

18.1 Your Club has access to certain additional digital services and content provided by Egym Ltd

By signing these terms and conditions, you will be entitled to access such services.