

**GRAND OCEAN VIEW MANAGEMENT COMPANY LIMITED
GYMNASIUM**

TERMS AND CONDITIONS

1st December 2021

This document represents the Terms and Conditions of the Grand Ocean Gymnasium (the Gym) at the date of this document. The Document is prepared by Grand Ocean View Management Company Limited who currently have the management responsibility for the Gym.

1. You must be a minimum age of 18 years to join the Gym.
2. You must be a resident of the Grand Ocean development.
3. To apply for membership
 1. complete the [Registration Online Form](#)
 2. your application will be processed
 3. you may be required to book and pay for a gym induction training session
 4. once your application is approved your membership will begin.
4. On entry into this Membership Agreement and every time you enter the Gym during your membership, you warrant and represent to us that you have no medical conditions known to you that would mean that you are not capable of all forms of exercise and that such exercise will not be detrimental to your health. If in doubt, it is your sole responsibility to consult a medical practitioner or to cancel your membership.
5. Your membership applies to you the named member, personally: you cannot lend, assign or transfer it to another person.
6. The equipment is to be used on a first come first served basis and you are expected to cooperate with this ruling.
7. Membership fees shall be payable annually in advance of 31st August (except in part payments)
8. The Membership fees entitle you to use the Gym through the whole of the Membership Year. The Membership Year shall be the period from 1st September - 31 August in each year.
9. We reserve the right to change this Membership Agreement without notice to you. You will be made aware of any changes via written communication.

1. PAYMENT OF FEES

1. The Membership Fee for the Membership Year as detailed on the application form is payable in advance and must be paid prior to you being given access to the Gym. The Membership Fee is for a year or full calendar month part thereof. New applications will pay the administration fee to process and setup your account is detailed on the application form.
2. Payments: Membership Fees will be billed on signing-up or in on or before the 1st September each year. Fees may be paid by online bank or method agreed with Eddisons.
3. Membership Fees are subject to annual review, this is a not for profit operation and as such the changes will go up or down depending on the number of members and the cost of the equipment and services including the current rate of VAT.
4. All administration payments made are non-refundable under any circumstances. The gym membership may be refunded including but not limited to, ceasing to be a member by reason of cancellation of your membership, ceasing to be a Resident at the Grand Ocean development, The Gym ceasing to operate either temporarily or permanently. This is at the discretion of the Property Manager.

**GRAND OCEAN VIEW MANAGEMENT COMPANY LIMITED
GYMNASIUM**

TERMS AND CONDITIONS

2. FACILITIES AND SERVICES

1. In order to gain access to the Gym you must use the “fob” with the serial number you advised us during the application process, once it has been activated.
2. You must not share your fob or permit its use by anybody else. Failure to comply will result in the cancellation of membership.
3. You acknowledge that to provide the highest standards of facilities, the Gym may need to close certain or all facilities temporarily for decorating, cleaning, essential repairs or maintenance of equipment and special events, that this may disrupt the provision of services to you and agree that such disruption shall not amount to a breach of this agreement by us.
4. Opening hours are subject to change and we will normally provide 1 month’s written notice where reasonably practicable. These are strictly 7am until 9pm, access is not available outside of these hours. During cleaning the gym is out of use and all members must vacate the gym immediately when requested by the cleaning company.

3. GYM USAGE

1. You must wear appropriate clothes and shoes in the Gym.
2. A sweat towel must be carried at all times, and equipment must be wiped down after use. A no sweat towel, no workout rule is enforced. Any other guidelines in operation should be adhered to.
3. Weights must not be dropped and must be replaced after use. Failure to comply will result in the suspension or cancellation of membership.
4. No bags are allowed on the gym floor at any time.
5. You must not abuse the equipment or facilities of the gym (you will be liable to pay for any negligent or deliberate damage to property).
6. You must not behave in a violent, rude or threatening way or in a manner which distresses or causes discomfort to other members of the gym.
7. The use of cameras or phones whilst on the equipment or in the training zone is not permitted, with the exception of listening to music through such a device.
8. Smoking, including the use of e-cigarettes is not allowed in any part of the Gym. Possession of alcohol, narcotics or other mood-altering substances is not permitted, neither is the use of the Gym while under the influence of any of these substances.
9. Members are responsible for their own personal belongings whilst using the Gym; we accept no responsibility for loss or damage.
10. You are responsible for ensuring that you correctly operate or use any facilities and/or equipment (including adjusting levels or settings) which we provide. If you are in any doubt about how to correctly operate any equipment, do not use it.
11. We may refuse admission to or ask you to leave the Gym if we reasonably believe that you have broken any section of this paragraph. No refund will be given if you are asked to leave the Gym in such circumstances and your membership may be cancelled without compensation.

**GRAND OCEAN VIEW MANAGEMENT COMPANY LIMITED
GYMNASIUM**

TERMS AND CONDITIONS

4. DATA COLLECTION

1. In the course of your membership, we may collect certain personal information about you including personal details, financial details and information about your health. We will use this information for purposes including managing your membership and communicating with you. You have the duty to keep your personal information up to date and to inform us of any significant changes.
2. We reserve the right to take photographs of the facilities (which may include you, provided your inclusion is incidental) for press and promotional purposes.

5. CANCELLATION:

Cancellation of your membership

1. You may cancel your membership at any time after the payment of the annual Membership Fee and any administration fees, **NO** reimbursement of administration fees however at the Property Managers discretion membership charges may be refunded.

Cancellation by us:

2. We may cancel your membership without notice if you commit a material breach of this agreement including, but not limited to, a breach of the rules, abuse or threatening behaviour or vandalism or other illegal activity.
3. We may cancel your membership with immediate effect if:
 1. you have breached any terms and conditions of this agreement; or
 2. membership fees or other charges remain unpaid 7 days after the due date
 3. A breach is not remedied by you within seven days, after being notified by us.
 4. If the Gym permanently ceases operation.

6. GENERAL

1. Our failure to enforce any of our rights at any time, for any period and for whatever reason will not be construed as a waiver of such rights; neither will any failure to identify or act upon your breach of the terms of this agreement be deemed to be an affirmation by us that your behaviour is acceptable.
2. Where a provision of this agreement is deemed to be invalid or unenforceable by any English Court, the provision will be deleted but such deletion will not affect the validity and enforceability of the remaining provisions.
3. We may assign or transfer the benefit of this agreement our obligations under it, to any other legal entity at any time without notice to you.
4. Except where permitted by this agreement, neither party may alter the terms and conditions without the written agreement of the other party and no written or oral representation by either party will serve to modify or amend these terms and conditions in any way.
5. This agreement shall be governed by English law and the English courts shall have exclusive jurisdiction to deal with any disputes arising in relation to it.
6. This agreement is the primary agreement and cancels any other notices or documents that may be contra to the intention and wording of these terms and conditions.