

General Terms

1. In these Terms and conditions, the following definitions apply:
 - i. "Buddies Fitness" and "Company" means Lisa Jackson's Schools of Tae Kwon-do T/A Buddies Fitness.
 - ii. "Member" means the person named on account on the booking system when attending the Studio
 - iii. "Membership" means membership of Buddies Fitness in accordance with the Terms and Conditions.
 - iv. "Facilities" means all exercise and treatment facilities and equipment available at each Club which may vary from Club to Club
 - v. "Membership Period" means the initial commitment period as detailed in the Order Confirmation and any subsequent period thereafter as set out in Clause 2.
 - vi. "Membership Fees" means the fees due from the Member in consideration for membership of the Clubs
 - vii. "Studio Rules" means the rules and regulations which apply to the operation of the studio and the conduct of the Members, these are displayed as needed on notices around the premises and in the "Conduct" section below.
2. Membership is subject to the provisions of the Terms and Conditions as may be amended from time to time. The latest applicable version will always be available at www.buddiesfitness.co.uk.
3. Membership shall entitle the Member to unlimited classes at Buddies Fitness.
4. Buddies Fitness, at its sole discretion, reserves the right to refuse or reject any membership.
5. A Member is entitled to book and attend as many classes as they like for the Membership Period provided that the Member is not in arrears in respect of any monies due to Buddies Fitness or in breach of any of these Terms and Conditions.
6. Membership and the classes a member is entitled to cannot be transferred, loaned or shared with another individual.
7. A Member is always required to adhere to the Studio Rules.

Term

8. The Agreement will be for a term of not less than the Minimum Period. Any periods during which the membership is frozen or for which there is no charge, do not count towards the Minimum Period.
9. The Membership Fees may be changed by Buddies Fitness at the beginning of the financial year in line with inflation. Any such changes will be detailed on Buddies Fitness Facebook Page

Membership Fees and Charges

10. Upon becoming a Member, the Member will pay the applicable Membership Fees monthly for a minimum of 12 months.
11. At the introduction of this membership, previous consecutive months that current Buddies Fitness Members have bought memberships will be taken into account to reduce the minimum membership (eg. Member has already been a member for 4 months, minimum membership is 8 months).
12. Payments are due regardless of the usage of the classes. In the event of any failure to meet any payments due, access to classes will be suspended until payment is made.

Failure to bring the account up to date within two weeks may result in the remaining balance of your initial agreement being passed to a third party to pursue the debt.

13. Buddies Fitness may, in accordance with data protection legislation, disclose personal details contained in the members registration details to any credit reference agency or third party instructed to recover any arrears under this Agreement.

Limitation of Liability

14. We do not accept liability for damage or loss to your property that may happen whilst on the premises, other than the liability which arises from our negligence or our failure to take reasonable care.
15. We do not accept liability for the injury or death of any member or child that may happen on the premises, other than the liability which arises from our negligence or our failure to take reasonable care.
16. Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.

Conduct

17. Any Member must use the Facilities in accordance with the advice provided by any representative of Buddies Fitness and/or notices displayed. A Member must not abuse the Facilities and the Member will be responsible for any wilful damage or damage caused by negligent use.
18. The Member is required to behave in a reasonable and courteous manner so as not to be offensive or cause disturbance to the enjoyment of the class by other participants.
19. Membership may be terminated by Buddies Fitness for violation of the Studio Rules or for conduct reasonably deemed by Buddies Fitness to be detrimental to the welfare, good order or character of the Fitness Studio and its Members. Buddies Fitness reserves the right to retain a proportion of any fees paid by the Member relating to use of the Club prior to termination and any reasonable costs incurred as a result of termination.
20. Appeals against any termination of the Membership Agreement must be submitted in writing within 14 days of the termination of the agreement addressed to Lisa Jackson

Cancellation and Freezing of membership

21. For memberships where the Minimum Period is 12 months or more, Members may request to freeze their Membership from a minimum of one month to a maximum of three months per membership year. A fee of £5 per month shall be applied. Any months frozen will be added to the end of the current membership period. A membership freeze must be processed in the Members App five working days before the next payment day
22. If the Member wishes to bring the Agreement to an end either at the end of the Minimum Period or at any time thereafter once the first 12 months has passed the Member must give no less than one month's written notice, the Member can initiate the cancellation within the Members App.
23. You have a 14 days cooling off period to terminate this agreement without giving any reason. If you have attended classes during this time, then those classes will be charged at the pay as you go fee of £5 per class, upto a maximum of £25. A refund will be limited to £25 less the amount spent on classes as per the amounts charged in section 23.

Provision of Classes

24. Classes will run throughout the year except:
 - (i) No classes will run on Bank Holidays

(ii) There will be a break at Christmas from at least 23rd December – 2nd January
(finish and return dates depend on exactly which days these dates fall on)

(iii) Where there are less than four booked into a class by 7pm the evening before the class, Buddies Fitness reserves the right to cancel the class.

(iv) If an instructor is unable to take a class due to illness or unforeseen personal reasons, Buddies Fitness will always endeavour to cover the class with another instructor. If this is not possible, a class may have to be regrettably cancelled.

On such occasions as in sections 24(iii) and 24(iv) no monetary compensation will be offered to “Unlimited” members, however, participants that have paid via Pay As You Go, or those using the 10 classes for £40 package will have a credit refunded.

(iv) If the studio has to close due to unforeseen circumstances, all memberships will be frozen unless Buddies Fitness are advised otherwise by the Member.

Miscellaneous

25. Written notices that are required to be given under this Agreement by Buddies Fitness will be sent by email. All such notices will be deemed to have been received by the Member the next day. All other notices required to be given by Buddies Fitness will be placed in a prominent position within the premises.
26. Buddies Fitness reserves the right to alter, change, add to, reduce, cancel or cease various classes if their popularity drops making them no longer. On very rare occasions, it may be necessary for Buddies Fitness to utilise the Facilities for special events, seminars, tournaments or other activities upon giving such reasonable notice as possible in the circumstances. Compensation will not be given for such cancellations however Buddies Fitness will endeavour to add extra class(es) during that week to make up for the cancelled classes.
27. In the event of major reconstruction of our premises, every effort will be made by Buddies Fitness to ensure any inconvenience is kept to a minimum and that the Facilities are available for use whenever possible. Unless any inconvenience is prolonged, membership will not, in such circumstances, be suspended.
28. The member is responsible for managing any changes to their personal details including; address, contact phone number, email address and medical details within the booking system.

Use of your Personal Information

29. The collection of your personal information by Smoothbook (the Buddies Fitness booking system) is governed by the EU General Data Protection Regulation (EUGDPR).
30. You can read more about Smoothbook and EUGDPR at <https://gdpr-info.eu/>.