

BARDELLO -Membership Terms

Welcome to BARDELLO and congratulations on becoming part of something incredibly exciting. Together we have created a unique experience in which you will enjoy exercising, keeping fit and relaxing – that's our promise.

So that we can all get the most out of BARDELLO, we have put together these Membership Terms.

They have been written in an informal style along the lines of everything else at BARDELLO and are meant to be read as general guidelines and to outline the spirit in which BARDELLO operates.

These Membership Terms are the same for everyone; you, your fellow member as well as us at BARDELLO. They take precedence over anything else anyone may say. We may change these Membership Terms from time to time as the business develops or as we gain more knowledge of what our members want us to offer. With this in mind, it might be handy to occasionally update your copy by referring to the Members' Notice Board where latest agreement is displayed or to our web site (www.bardello.co.uk) where it can be download. We will ensure that any changes to this agreement will be considered genuinely minor to the majority of members and in addition, you will have 30 days from the change date in which to cancel your membership in order not to be bound by the changes.

- 1) BARDELLO membership is open to everyone aged 14 years of age and over. (You may be asked for age ID upon entry if you look under 14). This is an agreement between you and BARDELLO, you cannot transfer your membership to anyone else. You must have a personal, valid email address and mobile phone number which are unique on our system. You must also be able to pay your initial payment via credit or debit card and be able to use a valid UK bank account for your Direct Debit payments. You must also have access to an Internet connected device with an up-to-date web browser. All correspondence between BARDELLO and you will be conducted via email, therefore, it is your responsibility to keep us informed of your latest email address - you do this using the BARDELLO secure Members Area accessed via our website. You should ensure that BARDELLO emails do not go to your spam folder. You should also keep us informed of changes in your mobile phone number and postal address using the BARDELLO secure Members Area as you will need these to diagnose any membership issues in the future. All correspondence between BARDELLO members in general is conducted using Facebook and our website.
- 2) You are on a monthly membership scheme in which you pay monthly in advance by Direct Debit. Your monthly subscription amount is displayed on our website and on the Members' Notice Board.
- 3) Your monthly subscription charges will be taken in advance by Direct Debit as reasonably close to the first working day of each month as possible, but not before. You must keep an active Direct Debit instruction in place with us at all times during your membership. If your Direct Debit Instruction is cancelled for any reason, your membership will have deemed to have been cancelled with immediate effect and if you wish to remain a member, you will have to re-join in accordance with clause 4).
- 4) You join or re-join on-line via our website. When you join or re-join, you will need to pay by credit or debit card an amount that covers the sum of the joining fee and the period from the day that you join until the first working day of the following month. If you join on or after the 24th of the month, you will have to pay the sum of the joining fee and the period from the day that you join until the first working day of the month after next. These amounts are displayed on the BARDELLO website when you join. It is your responsibility to ensure that the bank account details that you give us are correct; if they are found to be incorrect upon Direct Debit Instruction set-up (usually around the 25th of each month) you will be informed of such by email, your membership will be automatically cancelled and if you wish to remain a member, you will have to re-join and pay any joining fee.
- 5) There is no minimum membership term.
- 6) You are completely responsible for your membership administration; you join on line using the BARDELLO website, update your details yourself either using the secure Members Area of the BARDELLO website or in the case of bank account details via your bank, you cancel your membership using your bank. We conduct no administration at BARDELLO, nor via email or telephone. You may use the computer by the turnstiles to help diagnose and remedy any issue that you may have with your membership, we cannot help.
- 7) You may cancel your membership at any time by cancelling your Direct Debit Instruction with your bank – this is the only way to cancel. You will receive an email from us within two working days confirming your cancellation. If time is of the

essence, you will need to cancel your Direct Debit Instruction within your bank's operating window to ensure that your cancellation is actioned in a timely manner. Your membership ceases immediately upon cancellation of your Direct Debit instruction and your PIN or card will not be recognized at the BARDELLO turnstiles. If you believe that your bank may have made a mistake and sent us a Direct Debit cancellation notification in error you have two working days from the sending of our email notification within which to reinstate the BARDELLO Direct Debit instruction with your bank. We cannot do this for you. If during this period your BARDELLO subscription payment was due to be taken you will have to re-join and pay the joining fee.

- 8) If your payment fails for any reason your membership will be immediately cancelled. If you wish to remain a member, you will have to re-join in accordance with clause 4) and pay the joining fee.
- 9) Should you wish to remain a member, the ultimate remedy of any mistake by any party is to re-join and pay the joining fee.
- 10) We hold all the data about you in strict compliance with the Data Protection Act 1998. You may view all data we hold about you on request.
- 11) As a member, you will receive a secure PIN for venue entry which is for your own personal use only. You may only enter the venue via the turnstiles. You may not divulge your PIN to anyone else. If you do, your BARDELLO membership will be immediately terminated and those you have divulged you PIN to will be unable to join in the future.
- 12) We may terminate this agreement in the following circumstances: If you commit a serious breach, repeatedly breach club rules; threatening, intimidating or unruly behaviour; defamatory, libellous or slanderous comments; bringing or likely to bring BARDELLO into disrepute; if you provide us details you know to be false when applying for membership; if you owe us money and your details are passed to our debt collection partner. In these circumstances no refund will be given
- 13) We may increase your membership rate automatically at the start of August each year by up to 1.5% above either the latest Retail Price Index or the latest Consumer Price Index, whichever is the higher, as published by the Office of National Statistics in June of that year. If we do this, we will inform you via the Members' Notice Board at least one month in advance
- 14) If there is a change in VAT or similar taxes or major costs to the business that are outside of our direct control, we may need to change your membership rate in accordance with the change giving you as much notice via the Members' Notice Board as is reasonably possible. You will be given a similarly reasonable time in which to cancel your membership so as not to be bound by the increase.
- 15) In the very exceptional circumstance that we need to increase your membership rate outside of the clauses 13) and 14), and where we have been given similar, we will give you at least one month's notice via the Members' Notice Board during which you may end your membership as detailed in clause 6) so as not to be bound by the increase.
- 16) BARDELLO will make all sessions, equipment and facilities available to all members equally on a first-come-first-served basis. Members can attend as often and stay for as long as they like. Although we would never expect to use it, in exceptional circumstances BARDELLO reserves the right to implement a fair usage policy should the need arise
- 17) BARDELLO is always seeking to extend its portfolio of services and provide its members with exactly what they want. This will inevitably lead to changes facilities and in the timetable. You will be given at least one month's notice of changes via the Member's Notice Board and the BARDELLO website.
- 18) Occasionally we may need to take equipment out of service and change or cancel sessions. We will, where reasonably possible, give you notice of any changes which will be published on the Members' Notice Board. It is our duty to ensure that any equipment taken out of service is returned to service within a reasonable time. We reserve the right not to run sessions should there be fewer than 15 attending. Where reasonably possible, you will be given at least one month's notice of pending session removal, or at least two month's notice for changes to opening hours (to be read in conjunction with 17), changes to location of the club or extended periods of club closure for refurbishment etc. via the Member's Notice Board.
- 19) We will display opening and session times on the BARDELLO web site and on the Members' Notice Board. Opening times may vary at Christmas, New Year, Easter, during the school summer holiday and other public holidays. Where reasonably possible, we will give you at least one-month's notice of opening or session time changes.
- 20) We regret that children under the age of 14 are not allowed at any time on the BARDELLO premises. Please do not embarrass us or yourselves by bringing them.
- 21) If you have a registered disability, you are welcome to bring an assistant that is a non-member. The assistant should not take part in any activities other than to assist you.
- 22) Our liability to compensate you for any accident or injury to you or loss or damage to your property which may occur on the BARDELLO premises is restricted to a reasonable amount and is restricted to us not carrying out or obligations under BARDELLO Membership Terms Version 3.18 7 September 2017. Copyright UPG Entertainments 1 Ltd 2017 3 this

agreement, not carrying them out to a reasonable standard, breaching any duties imposed on us by law, being negligent or not taking reasonable care of you. We cannot accept liability for: things which may occur that are your own fault; the fault of a third party that is unconnected with the provision of the service; events that could not have reasonably been foreseen. Nothing in these terms limits your general rights as a consumer.

- 23) We try our very best at BARDELLO to provide the best environment for enjoyable health, fitness and relaxation. Even with the very best of intentions, things can, however, go wrong. If you have any comments regarding such things, we want to know about it as soon as possible so that we may investigate it and put it right. You should firstly talk to the Duty Manager. If you feel that you would like to take it further, please drop us an email to: info@bardello.co.uk.
- 24) For you and your fellow members' health, safety and comfort, you should be aware of all safety signs and notices as well as the location of fire escapes, fire extinguishers and the fire assembly point in the car park. We do not allow your own food or drink (other than a reasonable amount of non-alcoholic drinks for your own personal use during exercising) to be brought in to BARDELLO. We cannot allow pets on site. We would also expect you to behave with respect to your fellow members and BARDELLO staff and conduct yourself in accordance with the Gym Rules which are available for viewing in the gym, changing rooms and on our website. If you find any lost property, please hand it to the Duty Manager immediately. We hold lost property for one month before giving it to charity. And, of course, you cannot smoke anywhere in BARDELLO.
- 25) We also ask that you only use appropriate footwear for exercise and dance sessions. We also require you to change out of footwear that has been used outside before going on to the dance floor and that you change back into your outdoor footwear when you leave.
- 26) Whilst BARDELLO is known for its fun and entertainment, we do take your healthcare very seriously. When you register with us and become a member, we ask that you to let us know of any medical conditions which may affect your ability to exercise safely. Please email this to info@bardello.co.uk. It is up to you, however, to take reasonable steps to ensure that you are in suitable condition to exercise. If you are in any doubt whatsoever, you should visit your doctor before taking part in sessions with us. If you suffer any unusual symptoms during exercise, you must stop the exercise and inform a member of staff. We cannot take any responsibility for your suitability to exercise and the results of the exercise.
- 27) We actively encourage you to attend at least one of the free-of-charge induction sessions that are held weekly at BARDELLO that introduce you to the safe usage of the BARDELLO equipment. You use the BARDELLO facility at your own risk. It is your responsibility to know how to safely exercise and safely use the equipment.
- 28) BARDELLO Personal Trainers operate as independent third parties - if you take their services, your contract is with them and not with BARDELLO. BARDELLO makes no warranty, real or implied, as to their services or the outcomes of their services. Any claims should be made directly to them.
- 29) You may use Monkspath Business Park car parking spaces when you are at BARDELLO. Please park with care and do not park on double yellow lines, in front of other business' doors or where you may block access to other units. You park in the car park at your own risk and we cannot accept liability for loss or damage.
- 30) BARDELLO has the right to transfer or assign this agreement on the basis that your rights under this agreement will not be prejudiced by the transfer or assignment.
- 31) This agreement operates under English law.
- 32) Correspondence address: **The Managing Director, BARDELLO, PO Box 16687, Solihull, B90 9HZ, West Midlands.**

The Direct Debit Guarantee



This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

If there are any changes to the amount, date or frequency of your Direct Debit, BARDELLO (BACSTEL-IP Service User Number: 840032) will notify you 15 working days in advance of your account being debited or as otherwise agreed. If you request BARDELLO to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit, by BARDELLO or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society – If you receive a refund you are not entitled to, you must pay it back when BARDELLO asks you to.

You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required.

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