

CLUB RULES AND WHAT YOU NEED TO KNOW

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Appropriate rules are displayed within the club

Opening Hours

Monday to Friday: 5:00am till 11:00pm. Last entry at 10:00pm

Weekends: 7:00am till 10:00pm. Last entry at 9.00pm

You are respectfully requested to leave the Pool and Spa Facilities 30 mins before closing time.

Membership Definitions

Adult: Application for everyone over the age of 18 years old, or 16 years old if a parent or guardian will pay the monthly subscriptions and be responsible for under 18's conduct.

At the ages of 16 and 17 a prospective member must have the permission of a parent or guardian to join. The same parent or guardian shall be responsible for ensuring that the Club rules are adhered to and that their membership fees are paid in line with the terms and conditions of direct debit collection. In addition to this, members aged 16 and 17 must sign a Behavioural Code of Conduct and provide valid ID as proof of age.

Student: Application with a valid student I.D

Junior: 11-15 years of age must have at least one parent or guardian as an active adult member. Junior members may use the club until 18:00pm, must be accompanied by an adult and must leave the club at 20:00pm.

Child: 5-10 years of age must have at least one parent or guardian as an active adult member. Members under 11 years of age must be always supervised whilst in the Club unless they are involved in a children's activity session.

Infant: 0-4 years of age

Membership Categories

Full Membership: Allows full use of the Club facilities during Club opening hours.

Student Memberships (18 years old and above): Allows full use of the Club facilities.

Student Teen Memberships (16-17 years old): Allows full use of the Club facilities between 5:00am – 21:00pm. Last entry being 20:00pm

Junior 11-15yrs: Allows use of the pool facilities (but not the spa facilities). Plus, independent use of the junior weights and bouldering facilities and, from the age of 14, access to adult classes and Box12 facility (both with an adult and induction).

Child 5-10yrs: Allows access to bouldering, kids' classes and family swim time (all with adult supervision).

Infant 0-4yrs: Allow access to Family Swim times highlighted on the pool timetable (with adult supervision).

Membership Rules

You are not permitted to bring pets (other than guide dogs) on to the Club premises.

You must not consume any food or drink in the Club that you have not bought from within the Club.

No mobile phones are permitted to be taken onto the poolside area of the club.

Crockery and glass in any shape or form is not allowed in the Club.

Use of photographic equipment is not allowed without approval from the General Manager.

We reserve the right to use any individual or group photographs or movie shots for press or promotional purposes.

Where possible we will ask you to sign a use of image form.

Persons who appear to be under the influence of drink or drugs will be asked to leave the Club.

Any person whose behaviour is deemed inappropriate by staff, will be requested to leave the Club.

Any incidents of this nature should be reported to a member of staff immediately.

All equipment, staff and fellow users must be treated with due care and respect.

Appropriate footwear and clothing must be always worn whilst in the Club.

Please use the lockers provided for your personal belongings.

All lost property found on the premises should be handed into the club reception.

No underwear, hairbrushes, shampoos, soaps, deodorants, or similar products will be kept in lost property; they will be disposed of immediately.

All other items will be kept by the Club for 14 days and then donated to local charity.

All members must complete a New Member Check Sheet within the first 7 days of their membership.

They may then choose to book a gym appointment.

It is advised that all members wishing to use the fitness rooms and classes should undergo a fitness assessment and a one-to-one gym appointment.

Members are particularly advised not to undertake strenuous physical activity for which they may be medically unfit.

All members use the equipment and facilities entirely at their own risk and the Club do not accept responsibility for any harm or injury to any member however caused.

Members who have any reservations as to their physical condition are advised to have a medical check-up before embarking on any exercise.

The Club reserves the right at any time to, and without notice, to remove facilities for maintenance and refurbishments.

Smoking and e-cigarettes are strictly prohibited in all areas of the club apart from the designated smoking area.

The Club reserves the right to refuse any person admission to the Club without reason.

Membership Terms

Principle Terms

This agreement is an agreement between you, us and Harlands Services Ltd (“Harlands – XplorPay”). This agreement commences once you have indicated your acceptance in the Declaration section of this web sign up process or during the sign-up process over the telephone. Your membership starts immediately but you have 14 full days after sign-up to cancel this agreement for any reason. To exercise this right, you must inform the club of this by email membershipadmin@bigboxclub.co.uk. If you exercise this right to cancel and, if applicable, we will reimburse you all joining, and membership fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service before requesting to cancel, then we will reduce your membership fee refund by a pro rata amount equal to the number of days from signup to the date cancellation was requested.

Fees & Charges

The Joining Fee / Initial Payment or paid in full annual fee is due from you to us, is payable immediately and is not refundable other than in the event of breach or

negligence by us. The Direct Debit Payment Amount is due from you to us. You are obligated to make the “Minimum No. of Direct Debit Payments” stated with the first one being paid on the 1st Direct Debit Payment Date and then every month thereafter. You are obligated to make every Direct Debit Payment regardless of non-attendance, except where the cancellation terms below are met. See Cancellation section below.

If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay the Club on demand an administration fee of £15 (which they require to cover their costs of seeking to pursue such payment from you). You agree to advise us promptly of any change to the members’ details provided. If you fail to pay any amount due under this agreement for a period of more than thirty days, then we may pass the debt to a third-party company for collection. The reasonable and direct costs incurred in employing the third-party company will be borne by you including costs in tracing you if you have changed your address without telling us.

Memberships can be transferred to another person’s name for a fee of £50. Subject to T&C’s.

Automatic Renewal/Continuation of Direct Debit Payments

Once you have completed the Minimum Number of Direct Debit Payments, we will automatically continue collecting the Direct Debit Payment Amount every month. Your membership will be extended by one month for each payment (“Renewal Period”). This renewal Direct Debit payment amount may only be amended if we advise you in writing giving not less than 30 days’ notice. Please note if your membership included the benefit of a free period then we will stop making collections during that free period and recommence making collections on the renewal date.

You may prevent the Automatic Renewal at any time by giving us written notice via email, membershipadmin@bigboxclub.co.uk (you should not give us less than 30 days’ notice from your next Direct Debit due date). When the final minimum period payment has been taken you should also cancel your Direct Debit mandate directly with your bank.

Once you have completed the minimum number of Direct Debit Payments you can cancel your automatic renewal by giving us written notice via email membershipadmin@bigboxclub.co.uk. The notice period is 30 days from your next Direct Debit due date.

After the final payment has been taken you may also cancel your Direct Debit mandate directly with your bank.

Enforcement and Termination

If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.

We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced. You may transfer your membership to another person provided that such person pay a Joining Fee signs an agreement with us and accepts the balance of any remaining Minimum Number of Direct Debit Payments.

We will do our best to resolve any disputes over this agreement. If you wish to take court proceedings against us, you must do so within the United Kingdom. Relevant UK law will apply.

If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

We may terminate this agreement with immediate effect on notice to you if you are in breach of the Clubs Rules (i.e., stealing, or other criminal activities within the facility). In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily to qualify you for a refund or no further payments.

Cancellation

Relocation: This agreement can be cancelled if 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.

Long term (over 3 month) 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.

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

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 effected until the appropriate proof is provided and received (in writing via email membershipadmin@bigboxclub.co.uk) to the club's Membership Administration Department.

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.

Freezing

Temporary Illness or Injury: This agreement may be frozen in the event of a temporary illness, injury, or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for a period.

Please note – ANY Freeze will not be effected until the appropriate proof is provided and received (in writing via email membershipadmin@bigboxclub.co.uk) to the club's Membership Administration Department.

If you choose not to use the Club facilities for any reason you may suspend your membership, provided you have completed at least 3 months as a member. You must however have completed three full months as a member to qualify for suspension. You may suspend for a maximum of six months within any period of 12 consecutive months.

A monthly fee of £5 is charged for each month during the suspension of the membership.

Should a member wish to freeze during their contracted period they may do. The month's frozen for will simply be added to the remainder of their contracted period at the end of the freeze.

Backdated freezes will not be allowed.

Please note – A freeze period does not affect the Minimum No. of Direct Debit Payments you are due to make and any payments remaining at the time of the freeze will remain due and recommence monthly once the freeze period has completed.

A Member who has “frozen” his/her membership will not be allowed access to the club.

Membership Card / Band

A Membership Band will be issued to every member.

Every member must swipe his or her band on each visit before proceeding into the club. Any member attending the club without a valid Membership Band may be asked for proof of identification.

There is a fee (as set out in the relevant, then current, Club Price List) for replacement of lost, stolen, or damaged bands. Members must bring their bands for entry/exit. If you do not have your band then you will be asked to record your details at the reception desk, this way we can ensure you have been recorded correctly on our systems. Failure to bring your band 3 times in the same month will result in non-entry to the club until a new band is purchased or your band is found.

If you require a new band, then please see the reception team who will be able to help you.

Membership is only valid for the named member and cannot be used by anyone else. As such, you may not give your membership band to anyone else or allow the band to be

used by anyone else. If you give your membership band to another person, then we may terminate your membership without any refund.

The club reserve the right to refuse entry if a valid membership band is not produced on entry of the Club. A new band will not be issued unless it is purchased.

Should you forget your membership band, access to the Club will be granted and a temporary band can be issued if required. These bands must be returned to reception on the day of issue otherwise a charge (as set out in the relevant, then current, Club Price List) will be added to your membership which will require payment on your next visit (this will be removed once the temporary band is returned).

In the case of a membership band being lost or stolen a charge will be applied to replace the band. On termination of membership, for any reason, the member is required to surrender his membership band to the club.

Guests & Visitors

Members (over the age of 18) can bring guests to the club upon payment of the guest fee or by using one of their guest passes held on their account.

Members must always accompany their guest if paying a guest fee. This does not apply to the use of a singular guest pass.

Guest fee as set out in the relevant, then current, Club Price List.

Once Children reach the age of 5yrs they will be charged a guest fee at a child rate. Members must ensure that their guests abide by the rules of the Club and accept responsibility for their guest's behaviour.

The Club reserves the right to refuse any person admission as a guest to the Club without reason.

Equipment

Other than purchased retail products, the Club property may not be removed from the Club, buildings, or grounds. Any person who removes, damages, or destroys any property of the Club shall be responsible and liable for the replacement or repair of such property at his or her sole expense & shall indemnify the Club against any costs or expenses however incurred by the Club in repairing or replacing such property. Prosecution will follow in certain cases.

Gym

To promote safe exercise please ask for assistance from the fitness team before performing unfamiliar exercises.

For your comfort, appropriate exercise clothing and shoes should be worn whilst exercising.

Please wipe down gym equipment after use.
Please replace weights after use.

We urge all members arrive on time for any appointments with the fitness team or personal trainers.

If you need to cancel an appointment, please let the club know with at least 24 hours' notice. Failure to keep an appointment and or cancelling without adequate notice may result in the club removing your booking privileges.

Personal Training & Coaching

Personal training is controlled by BigBox and should be arranged directly with the individual personal trainer. Personal Training is undertaken by qualified Personal Trainers. They are governed by their code of conduct and are insured under their companies' insurance. No other personal training or coaching is permitted unless advanced permission is gained from the General Manager.

Studio Classes

Classes can be booked 8 days in advance through our online booking system or at reception.

Maximum class numbers are determined based on the size of studio and the type of class. Once the maximum number is reached no other members will be able to enter the studio.

Failure to turn up to a pre booked class may result in your booking privileges being removed.

If you are unable to attend a pre-booked class, please cancel your booking through our online booking system or contact Big Box reception on 01484 629900 before the class is due to start so your place can be re-issued.

The warmup is an important part of the class to reduce the risk of injury, so please arrive on time. Failure to turn 5 minutes before a class start time may result in your place being issued to a member on the waiting list.

Please inform the instructor if you have any injuries or medical conditions, or if your medical condition changes.

For your comfort and the comfort of others we ask all members to wear correct footwear and unrestrictive clothing.

An instructor may ask you to leave a class if you are behaving inappropriately. Due to unforeseen circumstances, it may be necessary for Club to change or even cancel a class at short notice. However, we will endeavour to provide as much notice as possible.

Please leave the studio promptly after the class to allow the next class to start on time.

Please do not enter the studio until the class before has finished and exited the area.

Club require a minimum of 3 participants for a class to take place.

Clothing, sports bags, and other personal items are not permitted in the studio, changing rooms and lockers are provided.

Members may use the studio when classes are not taking place, please ensure that all equipment is put back after use.

Behaviour & Dress

Please behave appropriately when in or around the Club. Do not use foul, loud, or abusive language; do not act in a threatening manner. The Club will not tolerate violent or aggressive behaviour.

The Club may terminate your membership or may refuse you entry into the Club, or eject you from the Club, if you commit a breach of the club rules, or any other serious misconduct.

All complaints should be communicated to club management, or in writing through the feedback boxes / systems provided in club, or by post to the General Manager.

Please dress in suitable clothing whilst in the Club. Guidance as to suitable attire may be obtained from the General Manager who may, at his/her discretion, require you to leave club premises or part of the club premises, if you are not dressed appropriately. We would ask members to observe where possible to wear non-court marking shoes, i.e., black soled shoes, in the Studios.

Towels are available to hire from reception. There is a charge for the hire of a towel, and it must be returned to the towel bin provided.

Changing Rooms

For the discretion of all our members, children are not permitted to use the changing rooms of the opposite sex once they have reached their 7th birthday.

If a child is tall for his/her age and is under 7 years, it is at our discretion to prevent access into the changing rooms of the opposite sex.

Please look after your valuables. The Club cannot accept liability for loss or damage to any property left on this area whether stored in lockers or otherwise.

Please dispose of all litter in the bins provided. Please report the presence of suspicious individuals in the changing room to a member of staff.

Lockers

Lockers are to be used for legitimate purposes only.

Please report any facility problems and/or injuries to club staff immediately.

Health Club staff reserve the right to check lockers to resolve safety/security concerns.

We will attempt to contact the member should this occur.

You must remove all your items from the locker when you leave the facility.

Daily lockers sweeps will take place to ensure belongings are not being left and lockers are not being reserved. If necessary, club staff will remove all contents and hold items within lost property.

Swimming Pools & Poolside Spa

Members use the swimming pool and spa area at their own risk and the Club does not accept any responsibility for any harm or injury to any member however caused.

No running or potentially dangerous activity is allowed. Children under 13yrs must be always supervised in the pool by an adult aged 18 or over, except while participating in swimming lessons.

If any child vomits or soils within the pool a £75 charge may be enforced for cleaning. For reasons of health and hygiene, it is mandatory for all members to shower before entering the pool.

Members must correctly wear conventional swimming costumes only.

For safeguarding reasons mobile phones or any device with camera capabilities are not permitted on poolside.

The pool must not be used for coaching/instructing unless prior approval is given by the Health Club Manager.

Non swimmers should wear approved swimming aids, except in an appropriate teaching environment (ask reception or a member of staff).

Swimmers (or accompanying adults if under 8) must let pool staff know of any illness or disability that may affect them. This is for your safety as well as the safety of others.

Masks, snorkels, and flippers are not allowed in the pool during general swimming sessions.

Outdoor footwear should be removed prior to entering the pool area.

Please shower before entering the spa facilities or swimming pool.

You must not run around on poolside.

No balls, floats, or inflatables are permitted in the swimming pool area other than those provided by the Club. Buoyancy aids are permitted.

Children may only use the swimming pool in the dedicated children's swimming lane.

Children under 13 years old must be supervised in the ratio of 1 adult: 2 children.

In the pool an adult can be responsible for a maximum of two children (under 13).

Children under 4 years old must be supervised in the ratio of 1 adult: 1 child.

In the pool an adult can be responsible for a maximum of one child (under 4).

You are requested to wear swim attire when in the sauna & steam rooms.

Please do not bring oils, essences, or flammable items into the sauna & steam room.

Soaps and shampoos must not be used in the sauna & steam room.

Children under 16 years old may not use the sauna & steam room.

Expectant mothers should not use the sauna & steam rooms after 5 months of pregnancy: consult your doctor for advice.

These facilities are mixed so all members should ensure that swimming costumes are worn in the pool area.

Shaving and eating is not permitted in these areas – membership may be terminated immediately.

The use of these facilities is at members own risk and the Club does not accept any responsibility for any harm or injury however caused.

For hygiene purposes, towels must be used in both sauna & steam for members to sit on.

Liability

The Club's liability for damage or loss to member's property is strictly limited to any damage or loss suffered because of negligence of the Club, its staff, or its agents.

Without exception the Club will not accept liability for the safety of members, or their personal property brought onto the Club site, unless such property is handed to the Club reception & a signed receipt is given (this doesn't include lost property). The Club reserves the right, in its absolute discretion, to refuse to store any such personal

property of members. Property stored in lockers provided by the Club, or its agents are stored at the owner's risk and no liability for loss or damage will be accepted by the Club. Cars parked in the Club car parks or elsewhere on the premises and all the contents in them are left at the owner's risk and the Club will not accept any liability for loss or damage in respect thereof. The Club cannot accept any liability for any accident to any member that may occur on the premises or within the grounds of the Club other than liability, which may arise from negligence of the Club, its staff, or its agents.

Any member who suffers an accident on the Club premises or in the Club grounds must report the accident, and the circumstances under which it occurred, to the Club Manager immediately following the accident.

Car Parking

The car park is available for members, visitors, and employees of the Club.

No unauthorised parking is permitted. Unauthorised parking and or car parked incorrectly may be clamped and a fee may be charged for removal of the clamp.

We cannot accept liability for theft or damage to cars parked in the car park. Our car park is monitored with CCTV.

Fire Exits

Do not use the fire exit to leave the club unless during an evacuation. Fire exits are alarmed.