

# **Back2Front Class Membership Terms and Conditions**

## 1. Principal Terms

- 1.1 This agreement commences once you have completed the Direct Debit Mandate Form
- 1.2 This agreement will become binding on you and us when you receive confirmation of Direct Debit setup, at which point a contract will come into existence between you and us.
- 1.3 You will be entitled to all the rights and privileges set for the Type of Membership chosen.
- 1.4 You cannot transfer this agreement to anyone else.

#### 2. General

- 2.1 Members must be 16 years or older.
- 2.2 Members must be to the best of their knowledge and belief in good health and not knowingly incapable of engaging in activity. Members must advise Back2front immediately should their health circumstances change.
- 2.3 Memberships are available on a 1 month rolling contract or 6 months upfront.
- 2.4 The Back2Front Class Timetable can be viewed and blocks can be booked through the Team Up App or the clinic Website.

#### 3. Course Bookings

- 3.1 All classes included within the Back2Front Class Membership are grouped into monthly blocks.
- 3.2 By purchasing a membership, Back2Front is guaranteeing your space in a particular class at a particular time for the entirety of the monthly block.
- 3.3Once booked onto a specific class at a specific time, Back2Front will automatically book you onto the following month for that class.
- 3.4 If a class within the monthly block is full, we may not be able to accept a request for membership for this specific monthly block.
- 3.5 Class bookings are non-transferable and non-refundable. Any classes not attended will be forfeited and cannot be carried over to the next month. Classes in which you are unable to attend cannot be swapped for any other classes.
- 3.6 If you wish to change to another monthly block, this may be possible should there be sufficient space within the block you wish to enter. Should the block you wish to enter be full, your membership will continue for your previously chosen block. All requests to change block will need be provided in writing to Back2Front 30 days in advance.

# 4. Payments/ Direct Debits

- 4.1 Membership payments are taken by Direct Debit through the secure payment gateway GoCardless.
- 4.2 Membership payments will appear on your account as "B2FPHYSIO"
- 4.3 Full month's membership fees will be collected on the 1st day of each month.
- 4.4 If you wish to sign up to a membership following the 1<sup>st</sup> day of the month, you will be charged on a pro rata basis for the rest of the month and membership will begin immediately.
- 4.5 It is your responsibility to advise us immediately of any changes to your bank details kept on file.
- 4.6 If any Direct Debit is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay us on demand an administration fee of £20. If, despite us having notified you of a missed payment, further payments are missed, we reserve the right to, at our sole election, either suspend or terminate your membership, upon having given you written notice of our intention to do so. We may present an option to reduce the administration fee if the outstanding amount is paid online within 7 days of becoming due.
- 4.7 Membership payments made are non-refundable and non-transferrable, with exception of Section 5.
- 4.8 Membership payments cannot be frozen for a period of time and then restarted. You should cancel your membership, as stated below in section 5, and then complete a new direct debit form when you wish to restart classes. Back2Front cannot guarantee your space in the class but it may be possible should there be sufficient space.

# 5. Cancellation of Membership

- 5.1 As per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you are entitled to cancel your membership and receive a full refund of any fees paid within 14 days of completing your membership application form. However, as per regulation 36 of Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you select to commence your membership immediately, or you ask us to start your membership early, you agree that if you subsequently cancel your membership within the 14 day period, you will be refunded any monies paid, less an amount for the membership you have already used commencing from the first day after joining.
- 5.2 Following your cooling off period, rolling one month memberships can be terminated at any point after the first completed month.
- 5.3 If you have purchased a Fixed Term membership you will be entitled to 50% of the pro rata'd amount as refund for any unused membership.
- 5.4 If you wish to cancel your membership, confirmation of cancellation will need to be provided in writing to Back2Front. You will be required to provide 30 days notice of cancellation.

### 6. Cancellation of Class by Back2Front

- 6.1 In the unfortunate scenario of staff sickness, all efforts will be made to provide you with the same class on that day with another instructor.
- 6.2 If Back2Front are unable to provide a replacement on the same day, Back2Front will offer you the opportunity to join another class in that week at no cost.
- 6.3 If you are unable to attend the replacement class due to suitability of time, Back2Front will provide you with a credit refund of £7.50 per class to your loyalty rewards account.
- 6.4 You will not receive a credit refund of £7.50 should you book onto the replacement class and do not attend or are unable to attend following your booking.

## 7. Cancellation of Class by Member

If a member is unable to attend any booked class, Back2Front requests that the practice is informed so the instructor is aware of attendance to avoid any delay to the start of the class.

## 8. Direct Debit Prices

From time to time we may need to increase the price of membership or amend these Terms and Conditions. Back2Front will give you at least 1 full months' notice of any incoming price increase and will make it very clear when the price increase will take effect and how much your membership will cost after the increase. During this period, you will have your usual right to terminate your membership in accordance with the membership terms and conditions and rules. If you do not terminate the membership by the date given to you in the notice, then the price of your membership will be increased in accordance with our notice.