

MEMBERSHIP PRINCIPAL TERMS AND CONDITIONS

- This is an agreement between you (the Member) and Kate Campbell Fitness Limited.
- By completing the joining process on our website and becoming a member of Kate Campbell Fitness, you are accepting all the terms and conditions in this membership agreement. Once you have indicated your acceptance, this agreement will become legally binding on you and us. **You should only join if you have read them and accepted them.**
- All Kate Campbell Fitness memberships are based on a 48-week year. Kate Campbell Fitness will endeavour to give a minimum of two weeks advanced notice of any closures. Kate Campbell Fitness may offer an alternative timetable during these 4 weeks of closure but is not at liberty to do so.
- Kate Campbell Fitness reserves the right to alter the opening hours according to user data. Kate Campbell Fitness is not 24 hour 7 days a week Gym and will close for all bank holidays and up to two-week period over Christmas and for up to two further weeks during the year. An alternative pop-up timetable may be offered but this is not mandatory.
- Membership starts on the membership start date and is for a minimum period of 1 month unless stated otherwise.
- During the first 1 or 3 or 12 months of this agreement cancellation may only be considered as per the Fair Cancellation Policy below.
- Members are entitled to all rights and privileges for the type of membership chosen.
- There will be an administration fee for changing membership terms or where there is any breach of the terms as set out on our website.
- Block purchased membership amount: The full amount you agree to pay upfront for your fixed block purchased membership.
- Monthly Membership Amount: the amount you agree to pay each month for your Membership contract.
- Concessions: Students with valid Id who are under the age of 25, over 65's, NHS staff with valid Id
- Glofox – the booking management system used by Kate Campbell Fitness – download the app to your phone or tablet [Glofox Android Glofox Apple](#)
- When purchasing through glofox you will receive credits. Credits = PT appointments, class, or gym sessions you are given a certain number with the plan or program you purchase to enable you to book.
- Expiry: All personal training programs and block booked classes, courses and Personal training and gift vouchers have an expiry date. Sessions must be used before the expiry, or they will be forfeited.
- Personal training sessions: Booked by you directly via the website or Glofox app.
- Promotional Rate: in relation to any monthly membership amount and/or the amount payable from time to time for any category of Membership, the introductory or other promotional amount you agree to pay during the introductory period specified in the promotional or introductory offer.
- Massage / Physiotherapy/ Sports Therapy: These services provided directly to you unless otherwise stated do not form part of this membership agreement and are subject to a separate agreement between you and the therapist.
- Fitness on demand: Online exercise membership via the website payable monthly cancelled anytime after first month by member who registered.
- Add on: A secondary product that you may have in addition to your membership. Special conditions may apply.
- Gym membership rules govern your conduct as set out on our [website](#)
- Membership is personal to the member and is non-assignable, non-transferable, and non-refundable.
- All clients must complete a screening form prior to using the gym /classes/PT. These are found on the [website](#). Please give as much information as possible. Young adults under 18 will need consent from guardian before attending the gym.
- If you have a medical condition in some instances you may need to contact your health care professional before you start and inform your trainer / class instructor before you start.
- There are certain email and SMS communications, which it is necessary for us to send to all members, in connection with their membership. In order to do so we will process your personal data for the purposes of performing our contractual obligations to you under the terms of your membership - You cannot opt out of these communications.
- You may opt out of email and SMS communications that we may otherwise send for promotional or marketing purposes, but if you do, we cannot be held responsible, and refunds will not be granted for any loss incurred by you not receiving gym or class related communications for example closures or class cancellations.
- All processing of your personal data will be in accordance with our Privacy, [Data protection policy](#)
- Photographs and or videos will be taken from time to time for promotional purposes only. If you do not wish to appear in any advertised promotion you must inform staff at the time or Kate Campbell Fitness will assume you have consented.
- Annual/Direct Debit membership entitles a member to use the facilities specified in the package purchased during opening hours.
- In circumstances where we are required to close or restrict facilities and there is a temporary interruption in services, foreseen or unforeseen and for any reason, we will attempt to contact all clients via email or SMS

communication. Ongoing support will be offered and online services available. Kate Campbell Fitness reserves the right to change the timetable to accommodate this temporary interruption.

- Under 18's: An adult must accompany all 12-14-year-olds. 15-17 year olds can attend unaccompanied when a member of staff is on the gym floor with parental/ guardian consent. The agreement to pay is with the person who gives consent to the membership. This must be the same person who fills out the screening form and makes the payment in full or initial payment and subsequent payments. It will be the person over 18 who signs these terms and condition that will be responsible for any breach of these terms and conditions
- Anyone wishing to use the gym must attend an initial induction appointment prior to use.

MEMBERSHIP TYPES

- **Free Trial allocates you 2 credits and** allows you to try either a class for free or attend a booked 1-1 appointment with a personal trainer to discuss personal training / membership options or a gym trial. Credits must be used within one month or they expire. Missed appointments with a personal trainer maybe charged.
- Pre or Postnatal clients booking a **FREE 1-1 specialist Assessment** with personal trainer are asked to donate to our chosen charity BB with love (Weston Park)
- **Focus on Change** in an introduction to personal training and must be paid for in advance. No refunds. 2 credits for 1-1 PT and access to the gym and classes for 1 month.
- All **PT and Class credit packs** with a set number of 1-1 sessions Eg. **No Frills, Sweat, Student, Young PT** or 12 for 10 classes need to be fully used within the individual expiry date after which any remaining sessions will be forfeited. Credits will not be transferred or saved. More than one session or class a week can be taken if availability.
- **Group Personal training** with a set number of sessions and credits need to be fully used within the individual expiry date after which any remaining sessions and/or credits will be forfeited. No refunds credits will be transferred or saved if group sessions are missed.
- **Personal training discounted offers** are a one-time introductory offer no refunds will be given and must be used within the individual expiry date after which any remaining sessions will be forfeited. Credits will not be transferred or saved. More than one session a week can be taken if availability.
- **Glow:** Is a 3-month minimum 1-1 Personal training contract. Payment is monthly. This program includes gym access, class credits and 12 personal training credits in total. 4 credits to be taken per month. Members can cancel the automatic renewal payments by contacting the gym no later than 30 days before the end of the 3 months. More than one session a week can be taken if member is on holiday or ill this must be prior arranged.
- **Perspire:** Is a 12-month annual 1-1 Personal training contract paid monthly. This program includes gym access and class credits and 48 personal training credits in total over a year, 4 credits to be taken per month. Members can cancel the automatic renewal payments by contacting the gym no later than 30 days before the end of the 12-month contract. More than one session a week can be taken if a member is on holiday or ill this must be prior arranged.
- **Move well therapy:** A signature program of 1-1 sessions and gym access to support your personal goals. After receiving a consultation our therapist will decide on the best way forward, giving you a bespoke experience by combining manual therapy (massage) techniques with a progressive exercise programme. Sessions will need to be fully used within the individual expiry date after which any remaining sessions will be forfeited. Credits will not be transferred or saved. More than one session a week can be taken if availability.
- **Bolt on or add on:** This refers to 6 or 12 personal training credits for those members who wish to train more than once a week. These are purchased separately and must be used within the individual expiry date after which any remaining sessions will be forfeited.
- **Online personal training** is delivered via zoom and depends on availability. Sessions can be booked and accessed in the same way as in person training T&Cs as per principal terms and conditions.
- **Flexi Membership:** Is a flexible membership paid monthly and includes access to the gym and classes. Members can cancel the automatic renewal payments by contacting the gym no later than 30 days before the next payment is due.
- **Fitness on demand:** Online exercise membership via the website payable monthly cancelled by yourself the member any time after first month via the website.
- **Drop In PAYG** members for personal training, therapies, massage – Cancellation must be within 24 hours. Failure to do so will result in a forfeited credit. No refunds given.
- **Drop In PAYG** members for gym and classes booking via website or app 1 hour prior to class. 2hrs cancelation notice must be given. Failure to do so will result in a forfeited credit. No refunds given.
- 30 days' notice is required to cancel any membership via email info@katecampbellfitness.com
- Student membership: with valid Id available to students under 25 only, cancellation at any time no later than 30 days before the next payment is due.
- All memberships are calculated on a 48-week year to allow for holiday closures.

BEGINNING YOUR MEMBERSHIP

- Our joining process is an online process via our [website](#) or Glofox our booking management system at Kate Campbell Fitness Full membership prices and options can be found on our website (www.Katecampbellfitness.com), to be selected by you as part of the joining process. By completing the online joining process and becoming a member of Kate Campbell Fitness, you are accepting all the terms and conditions in this membership agreement (insofar as they are applicable).
- You should only join if you have read them and accept them.
- This membership agreement starts once you have accepted the terms during the online joining process. By accepting the terms, you are agreeing to pay any applicable joining fee, administration fee, membership amount and monthly membership amount. These are subject to any promotional rate that may be payable for a limited period only.
- Joining is also available in house at the Gym Kate Campbell Fitness – the online process will be completed with you present. By completing the online joining process in house and becoming a member of Kate Campbell Fitness, you are accepting all the terms and conditions in this membership agreement (insofar as they are applicable). You should only join if you have read them and accept them.
- You agree to comply with the Gym Membership Rules, and you agree to use the gym facilities and equipment in the proper manner. You must consult a member of staff if you are unsure. We are not liable for any injury you suffer through the incorrect use of our equipment or facilities.
- You agree to tell us immediately of any changes to your personal details, including contact information or payment methods. This can be done online or in-house by a member of the team.
- This is an agreement between you (the member) and Kate Campbell Fitness Limited.
- By completing the joining process at our website and becoming a member of Kate Campbell Fitness, you are accepting all the terms and conditions in this membership agreement. Once you have indicated your acceptance, this agreement will become legally binding. You should only join if you have read them and accepted them.

MEMBERS HEALTH AGREEMENT DECLARATION WAIVER OF LIABILITY

- The member to the best of your knowledge and belief confirms that he/she is in a good physical condition and that he/she knows of no medical or other reason why he/she is not capable of engaging in active or passive exercise and that such exercise will not be detrimental to his/her health, safety, comfort or physical condition. Further, that you will advise us immediately should your health or vulnerability to injury change.
- By completing the screening process at our website, the information given by you in entering this agreement is correct and will be relied upon by us. You, the member, have read agree and are accepting [disclaimer waiver and release of liability](#).
- If any member has any medical conditions or injuries, you must inform class instructor or Personal trainer before the session.
- The member shall not use the facilities whilst suffering from any infections or contagious illness, disease, virus or other ailment or whilst suffering from any physical ailment such as open cuts, abrasions, open sores or minor infections where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of any other.
- The information given by you in entering this agreement is correct and will be relied upon by us.
- Our staff, freelance trainers and self-employed personal trainers are not medically trained, and should you have any concerns with your health and fitness you should seek independent medical advice before engaging in any physical activity on our premises.
- **Warranties.** While Kate Campbell Fitness and its Trainer(s) fully believe exercise, specifically personalised to the Client, is beneficial to the Client's health and wellness, Kate Campbell Fitness, and its Trainer(s) cannot guarantee the results of Training Sessions. The Company and its Trainer(s) make no representations, warranties and/or guarantees that the Client will lose weight, gain muscle mass, be able to engage in any specific physical and/or athletic activity, or will attain any other particular and/or specific results. Kate Campbell Fitness and its Trainer(s) strongly encourage the Client to follow a healthy diet in conjunction with personal training and continued exercise.
- The member agrees they have read and understood the Health Commitment Statement on display within the premises at Kate Campbell Fitness

You are primarily responsible for your health and wellbeing, but here at Kate Campbell Fitness we want to ensure that you enjoy our facilities safely. To that end we consider that we should expect the following of each other.

USING THE GYM

Gym membership rules govern your conduct as set out on our [website](#)

- You are entitled to access and to use the gym by your membership until termination or suspension of that membership pursuant to this agreement.
- We will make reasonable endeavours to make available to you the rights and privileges of membership of the gym you joined and have paid for. This includes access to the gym and gym equipment, changing areas, staff and independent self-employed trainers for general advice. We will make reasonable endeavours to communicate to you in advance if we are unable to make available to you the rights and privileges of membership. Alternative options will be offered and available.
- We may, with reasonable notice and at our discretion, close our premises for reasonable periods of time to carry out training, maintenance, repairs, refurbishment, cleaning or for other reasons outside of our control, including at least 2 days a year for necessary maintenance or other work. We will endeavour to reopen facilities as soon as is reasonably possible in these circumstances. You agree that you will not be eligible for any refund for the temporary interruption in services during the period.
- In circumstances where we are required to close or restrict facilities and there is a temporary interruption in services, foreseen or unforeseen and for any reason, we will attempt to contact all clients via email or SMS communication. Ongoing support will be offered, and online services available. Kate Campbell Fitness reserves the right to change the timetable to accommodate this temporary interruption.
- Clients and/or members must ensure that they update their account with the correct contact information and notifications on the app are set to on.
- You may opt out of email and SMS communications that we may otherwise send for promotional or marketing purposes, but if you do, we cannot be held responsible, and refunds will not be granted for any loss incurred by you not receiving gym or class related communications for example closures or class changes or cancellations.
- Kate Campbell Fitness may from time to time wish to show potential members or others around the facilities on a trial basis and reserve the right to do so.

DRESS CODE

- Appropriate clean clothing and clean trainers must be always worn in the gym.
- Indoor trainers must be worn in the studio during classes unless specifically otherwise advised by an instructor.
- Trainers must be worn at all times whilst using the equipment in the gym.
- When training outdoors appropriate clothing should be worn depending on the weather conditions and reflective clothes worn when dark.
- Wear suitable clothing and footwear when exercising (denim, bare feet, flip-flops, boots, or a bare torso are amongst the range of clothing choices that are unsuitable). Any member not wearing suitable attire may be asked to leave the gym at the discretion of the team.

CONDUCT

- Members should use the equipment and facilities in accordance with the advice given by centre staff and/or any notices on the premises. Members shall not misuse the equipment or facilities of Kate Campbell Fitness and any member who wilfully or negligently causes such damage shall pay for any damage to the property.
- Smoking is not permitted in any part of the facility.
- In the interests of health and hygiene, all users must ensure the equipment is cleaned before and after use.
- When using the showers members will need their own towel and toiletries.
- Members may not use the facilities of the centre whilst under the influence of narcotics or other mood-altering substances.
- For security reasons, members and guests are asked to keep personal belongings and valuables with them or place in the lockers available – use of own padlock is required.
- Lost property will be retained for a reasonable period of time (6 months) and will be placed in the locker room appropriate to their value and will subsequently be disposed of by Kate Campbell Fitness to a local charity.

ONLINE PERSONAL TRAINING

- Zoom is the online platform we use. Booking can be made via the Glofox Kate Campbell Fitness app, or by visiting the [website](#)

- Before purchasing online personal training, please contact info@katecampbellfitness.com to ensure a personal trainer is available for the day and time you require. There is limited availability.
- When purchasing online training, credits are allocated and must be taken within the expiry date. These are found on the glofox app under your membership details. Credits are not rolled over or saved. In the event of illness or holiday more than one session per week can be taken depending on availability.
- Bookings can be made 8 weeks in advance.
- Bookings are free; however, a minimum of 24 hours' notice must be given to book a PT online session.
- At least 24 hours' notice must be given to cancel a booking and credits will be automatically returned.
- Cancellation is via the app only.
- Should less time be provided to cancel Kate Campbell Fitness reserves the right to charge and credits will be forfeited.
- Non-attendance to booked personal training sessions will result in that credit being forfeited. 3 missed sessions results in members being unable to book further sessions. Booking will be reinstated by contacting a member of staff or via email info@katecampbellfitness.com
- As an online platform you acknowledge that complex software is never wholly free from technical issues arising from internet connection services, defects, errors and bugs. If a fault is due to Kate Campbell Fitness technical services, we will endeavour to provide an alternative date and return your credit.
- Kate Campbell Fitness may ask permission of any individual or group to be photographed or recorded for press or promotional purposes.
- Training at home will require adequate space to move freely to prevent injury.
- Depending on your goals equipment may be suggested – this is to be purchased by you the member.
- When filling out the screening form for online personal training please state any equipment you already have at home so plans can be created with this in mind.
- Personal trainers may be substituted for another suitably qualified personal trainer at the discretion of Kate Campbell Fitness.
- In the event Kate Campbell Fitness needs to cancel, we will return any credits to clients who booked prior to cancellation. Clients and/or members must ensure that they update their account with the correct contact information and notifications on the app are set to on.
- You may opt out of email and SMS communications that we may otherwise send for promotional or marketing purposes, but if you do, we cannot be held responsible, and refunds will not be granted for any loss incurred by you not receiving gym or class related communications for example closures or session changes or cancellations.

GYM SESSIONS

- All gym sessions must be booked in advance and can be made via the Glofox Kate Campbell Fitness app, via social media, online by visiting www.katecampbellfitness.com or reception.
- Gym sessions have allocated time slots to ensure no over crowding.
- Bookings can be made 8 weeks in advance.
- Bookings are free; however, a minimum of 1 hours' notice must be given to book a session slot.
- 2 hours' notice must be given to cancel a booking and credits will be automatically returned.
- Cancellation is via the app only or by ringing 0114 2362129
- Should less time be provided to cancel Kate Campbell Fitness reserves the right to charge and credits will be forfeited.
- Non-attendance to booked gym sessions will result in that credit being forfeited. 3 missed sessions results in you being unable to book further sessions. Booking will be reinstated by contacting a member of staff or via email info@katecampbellfitness.com
- Focus ready done for you workouts are available for you to use to support your own program. Support and demonstration can be offered only if a member of the team is available and are not working with a 1-1 client.
- At our discretion and user data we reserve the right to change/alter the program of activities or gym times at any time.
- Kate Campbell Fitness may ask permission of any individual or group to be photographed for press or promotional purposes.
- Kate Campbell Fitness may from time to time wish to show potential members or others around the centre facilities on a trial basis and reserve the right to do so.

GROUP EXERCISE CLASSES

- Booking classes can be made via the Glofox Kate Campbell Fitness app, via social media, online by visiting www.katecampbellfitness.com or reception.
- Bookings can be made 8 weeks in advance.

- Bookings are free; however, a minimum of 1 hours' notice must be given to book a class.
- 2 hours' notice must be given to cancel a booking and credits will be automatically returned
- Cancellation is via app.
- Should less time be provided to cancel Kate Campbell Fitness reserves the right to charge and credits will be forfeited
- Non-attendance to booked classes will result in that credit being forfeited. 3 missed sessions results in you being unable to book further sessions. Booking will be reinstated by contacting a member of staff or via email info@katecampbellfitness.com
- It is important that any injury or medical health condition is discussed with the group exercise instructor prior to the class to ensure modifications can be made.
- Screening form must be completed prior to your first session.
- At our discretion and user data we reserve the right to change/alter the program of class activities at any time.
- We reserve the right to cancel classes or sessions if only one attendee. Credits will be returned or refunded
- If your regular class trainer is on holiday sessions maybe cancelled/ altered and may be with another member of the team
- Kate Campbell Fitness may ask permission of any individual or group to be photographed for press or promotional purposes.
- Kate Campbell Fitness may from time to time wish to show potential members or others around the centre facilities on a trial basis and reserve the right to do so.

COURSES

- Booking courses can be made via the Glofox Kate Campbell Fitness app, via social media, online by visiting www.katecampbellfitness.com or reception.
- Bookings can be made 8 weeks in advance.
- Bookings are free; however, a minimum of 24 hours' notice must be given to book a place on the course.
- Once a course is booked it is non-refundable if you cannot attend you can move your start date to another course date.
- Refunds are only available as per fair cancellation policy written notice is required.
- Once you have paid for the course – classes are non-refundable if you miss them, and credits will not be rolled over.
- If you wish to cancel and have received the course PDFs and full program contents. A fee will be deducted from your course fee as per fair cancellation policy.
- Cancellation is via email only info@katecampbellfitness.com
- At our discretion and user data we reserve the right to change/alter the program of class activities at any time.
- Kate Campbell Fitness may ask permission of any individual or group to be photographed for press or promotional purposes.
- Kate Campbell Fitness may from time to time wish to show potential members or others around the centre facilities on a trial basis and reserve the right to do so.

PERSONAL TRAINING

Personal training terms and conditions have been developed and continue to develop in the hope of creating a mutually respectful relationship between personal trainers and clients. A clear policy helps build strong and long-term relationships. We are here to support you make a lasting health change, our commitment to helping you achieve your goals are of paramount importance to us.

- Personal Training is available to members and non – members.

- Online personal training if available is delivered via zoom.
- Face to face is available at Kate Campbell Fitness Gym and Studio or home environment if agreed.
- Our team work closely together, and all have specialist areas of expertise. You will be allocated a trainer based on your specific needs, goals and aims.
- You can train with more than one trainer; however you will be allocated a named personal trainer responsible for communication and programming.
- Focus on Change in an introduction to personal training and the perfect experience before choosing a membership package.
- Personal Training credits need to be fully used within the individual expiry date after which any remaining sessions will be forfeited. More than one session a week can be taken in the event of holidays or illness depending on availability.
- Personal training sessions are 55 minutes long 5 minutes for admin and bookings.
- It is your responsibility to book appointments via Glofox App, website or at reception.
- It is your responsibility if you are on holiday, or the gym is closed as per principal terms and conditions to book catch up sessions with reception or via the app – please inform us.
- To cancel a booked personal training session, members can cancel using the app. Cancellation must be within 24 hours. Failure to do so will result in a forfeited credit.
- If, for any reason we need to cancel your appointment within 24 hours, we will endeavour to arrange another session that same week. This may be with another personal trainer.
- If you are late for your session, your session length will be reduced accordingly.
- If you are more than 30 minutes late, the session may be cancelled, and your credit forfeited.
- If your trainer is late for the session, this will be made up at a mutually convenient time, but not necessarily during that specific session or with the same trainer.
- Every effort will be made to offer regular session times and slots should these be required; this cannot be guaranteed due to the glofox booking management limitations.
- Sessions can be booked a month in advance. It is your responsibility to book via the glofox app or through the website or at the beginning or end of your session.
- If your regular personal trainer is on holiday sessions will be with another member of the team. Sessions cannot be saved until your trainer returns. We will endeavour to keep your session slot the same, but this cannot be guaranteed. Credits must be used with the allocated time frame.
- If you are on holiday or ill and there is availability you may increase the number of sessions, you have in a week.
- Initial plans and exercise suggestion are provided within your package. If you request further plans, they will incur a charge which is of varying price depending on the time it takes to complete a program.
- Follow up personal training sessions and goal setting can be booked in advance.
- To enhance personal training results – fitness on demand is our online platform packed with videos to suit all levels.
- If you wish to cancel Personal training before your contract has ended and you have received the course PDFs and full program contents. A fee will be deducted from your course fee as per fair cancellation policy.

PERSONAL TRAINING COMMITMENT

Before you begin this journey you must accept and understand that the aim of any of our programs is to support individual progress and not to seek perfection - After all who is perfect? Change and FOCUS is essential to your progress. This is measured daily by focusing on the small wins and positive steps you can take to support permanent psychological and physical change. Through education, nutritional awareness, and a progressive exercise program you will feel energised, strong, and look amazing. With time, commitment, dedication, and a willingness to learn, you'll experience a higher level of understanding which will enable you to make the necessary personal changes and positive habits to make exercise and healthy eating a way of life.

Personal Commitment statement Kate Campbell Fitness would like you to take the time to pledge your full commitment to your program. Our goal is to provide you with the necessary information, skills, and tools to support you to make the appropriate steps towards a healthier lifestyle. Ultimately, you are responsible for your own results! To be successful, **you must commit to one or more of the following attributes on a weekly basis.**

- Commitment
- Planning
- Time
- Consistency
- Effort
- Honesty
- Determination
- Positivity
- Patience

We are here every step of the way, as trainers we want to hear your weekly wins, your struggles and if adjustments in your program need to be made, we will discuss together and make plans accordingly.

Kate Campbell Fitness, and its Trainer(s) cannot guarantee the results of Training Sessions. Kate Campbell Fitness and its Trainer(s) make no representations, warranties and/or guarantees that you the client will lose weight, gain muscle mass, be able to engage in any specific physical and/or athletic activity, or will attain any other particular and/or specific results. Kate Campbell Fitness and its Trainer(s) strongly encourage you to follow a healthy diet in conjunction with personal training and continued exercise.

COOLING-OFF PERIOD

- You have the right to cancel your membership for any reason within 14 days of joining by emailing info@katecampbellfitness.com or written notice of cancellation, addressed to the Kate Campbell Fitness within fourteen days of joining (i.e. within 14 days of your membership start date.)
- If you cancel during the cooling-off period, we shall refund any start-up fee and any monthly subscription payments you have paid. PLEASE NOTE* If you wish to cancel and you have received the course PDFs and full program contents. A fee of £15-£30 will be deducted for the course contents.
- If you cancel during the cooling-off period, we will credit the card used during the joining process.

MANAGING YOUR PERMISSIONS AND DATA

- There are certain email and SMS communications which it is necessary for us to send to all members, in connection with their membership. In order to do so we will process your personal data for the purposes of performing our contractual obligations to you under the terms of your membership. You cannot opt out of these communications. You may opt out of email and SMS communications that we may otherwise send for promotional or marketing purposes, but if you do, we cannot be held responsible for any loss incurred by you not receiving gym-related communications. All processing of your personal data will be in accordance with our Privacy, CCTV & Cookie policy, available at www.katecampbellfitness.com privacy policy.
- For the safety and security of you, our other members and our staff, and for associated purposes of crime prevention and detection, we operate 24-hour CCTV security at Kate Campbell Fitness. The images will be captured, processed, and retained in accordance with our separate Privacy, CCTV & Cookie policy, available Access to such footage will also be governed by the provisions of that policy. We will securely store personal data including membership information and recorded CCTV footage in accordance with our [privacy policy](#)

PAYMENT AND FEES

- This is an agreement between you (the Member) and Kate Campbell Fitness Limited.
- By completing the joining process at our website and becoming a member of Kate Campbell Fitness, you are accepting all the terms and conditions in this membership agreement. Once you have indicated your acceptance, this agreement will become legally binding.
- You should only join if you have read the terms and conditions and accept them.
- If your membership has an initial membership amount fee, you agree to pay us the full membership amount by credit or debit card. and this amount will be confirmed to you by email.

- If your membership has a recurring monthly membership amount fee, you agree to maintain a Direct Debit instruction with your bank (or recurring credit card payment) for the monthly membership amount. Your first monthly membership amount is due on the date shown at the end of the online joining process (which will also be confirmed to you by email), and subsequent monthly membership payments will be due on the same day of each month until your Membership is cancelled.
- We reserve the right, at our discretion, to change your monthly membership amount fee. If this happens, we'll notify you by email not less than 3 weeks before the change is made. You are able to cancel your membership within this period, and if we don't hear from you within the period the new monthly membership amount fee will apply automatically.
- You agree to pay us the monthly membership amount regardless of whether there is any temporary interruption in services during the period, foreseen or unforeseen. In circumstances where we are required to close or restrict facilities for any reason no refunds will be due.
- The fee relates to the use of the gym, or personal training membership. All other privileges associated with the membership are deemed to be an addition to the fee and are subject to change.
- If you wish to cancel any course or personal training program within 14 days cooling off period and have received the course PDFs and full program contents. A fee will be deducted from your course fee as per fair cancellation policy.
- For annual membership a minimum of 12 monthly payments are required before this contract may be terminated. Once you have completed the 12 monthly payments you can cancel your automatic renewal payments by contacting the gym info@katecampbellfitness.com and giving 30 days notice in advance. You should not cancel your Direct Debit mandate with the bank until the final month's payment has been drawn.
- For 3-month memberships a minimum of 3 monthly payments are required before this contract may be terminated. Once you have completed the 3 monthly payments you can cancel your automatic renewal payments by contacting the gym info@katecampbellfitness.com and giving 30 days' notice in advance. You should not cancel your Direct Debit mandate with the bank until the final month's payment has been drawn.
- If you fail to pay any amount due under this agreement for a period of more than 30 days, you will be denied access to the facilities until the amount due has been paid in full.
- If Kate Campbell Fitness is unable to obtain contracted payment amounts or you remove payment information or cancel your linked cards to stop paying your membership fees your account information will be sent to accounts collections, which could result in a negative mark on your credit score.
- If any payment due from you is returned unpaid or not honoured, you will be contacted to pay Kate Campbell Fitness an administration Fee of £15.
- You agree to advise us promptly of any changes in circumstances refer to the fair cancellation policy below.
- Full Annual membership payments purchased at discounted rates are non-refundable.
- A member whose membership is terminated before the minimum term shall forfeit all the privileges of membership with immediate effect; there will be no entitlement to refund of any monthly membership charges already paid. You may be charged for PDF and full program content already received.
- Upon the termination of these terms and conditions for any reason: any sum owing under any of the provisions of these terms and conditions shall become immediately due and payable.
- Cancellation Charge of one month's membership will be debited with the credit card used during the joining process.
- For members under 18 only (third party payer) the agreement to pay is with the person who gives consent to the membership this must be the same person who makes the payment in full or initial payment and subsequent payments. It is the person over 18 who signs these terms and conditions and pays the membership fee that will be responsible for any breach of these terms and conditions.
- Members under 18 years of age have the right to cancel their membership anytime by contacting Kate Campbell Fitness and giving 30 days notice in advance.

CHANGING YOUR MEMBERSHIP

- Some membership types can be changed. Fees may apply.
- If you make regular monthly membership amount you can upgrade/downgrade your membership by giving us 30 days' notice in writing or via email. You must pay your full membership rate during your months' notice. Once the memberships notice has been completed you can decide to upgrade/downgrade your membership for a new contract term as stated in the new contract agreement. Please email us at info@katecampbellfitness.com should you wish to upgrade or downgrade your membership.
- Glow can upgrade to perspire contract at any time.

- No frills can upgrade to any monthly membership contract at any time.
- Gym membership can upgrade to Glow Perspire or Move well therapy contract at any time.
- Glow membership can downgrade to gym after full 3-months payment and 30 days' notice.
- If you have a discounted membership and you change to a new membership product, you will waive the right to the discount (or any promotional rate) on the original membership and pay the standard price on the new membership.
- If you have a discounted membership and your membership is terminated, you will waive the right to the discount and pay the advertised membership amount or monthly membership amount if you later choose to re-join Kate Campbell Fitness.
- By completing the joining process at our website and becoming a member of Kate Campbell Fitness, you are accepting all the terms and conditions in this membership agreement. Once you have indicated your acceptance, this agreement will become legally binding.
- PLEASE NOTE Names of programs may change at our discretion T&Cs still apply.
- You should only join if you have read the Terms and conditions and accept them.

Fair Cancellation

Kate Campbell Fitness operates a fair cancellation policy. **Cancellation for the below reasons will not be considered until the appropriate proof is received in writing or via email info@Katecampbellfitness.com** Appropriate proof may be in the form of an official document or a written statement by a medical practitioner, employer, or other official.

- Only under the following circumstances will we consider the cancellation of a membership within the first 12 months of an annual membership.
- **Relocation:** This agreement may be cancelled if the member moves to a permanent address more than 15 miles away from the facility. A copy of a utility bill or bank statement showing the new address should be supplied in support of this.
- **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 opinion of a suitably qualified medical practitioner, prohibits exercise for 3 months or longer. Appropriate proof must be provided.
- **Hardship:** This agreement may be cancelled where the members financial circumstances have reduced to the extent where it makes it difficult to sustain the membership. Appropriate proof must be provided. e.g. Redundancy or loss of employment, breakdown of relationship - where a two-income household reduces to a single income.
- **Pregnancy complications:** This agreement may be cancelled upon receipt of appropriate written proof.
- A member whose membership is terminated before the minimum term shall forfeit all the privileges of membership with immediate effect. There will be no entitlement to a refund of any monthly membership charges already paid.
- **Breach:** This agreement may be cancelled if Kate Campbell Fitness is in breach of contract. This includes not providing services, which may reasonably be expected by the member, or where standards fall below that detailed in the membership terms and conditions.
- Kate Campbell Fitness may also terminate this agreement with immediate effect, on notice to the Member, if there is a breach of the gym rules e.g. theft or other criminal activity within the facility.
- A membership cancellation will not be implemented until the appropriate evidence is provided by the customer and received in writing or via email by Kate Campbell Fitness giving 30 days notice in advance.
- If you wish to cancel Personal training before your contract has ended and you have received the course PDFs and full program contents. A fee maybe deducted from your course fee as per fair cancellation policy.

Membership Renewal

- For monthly Direct Debit memberships, the membership payment is automatic until cancelled by either party. Please see notes on cancellation below.
- At the end of the first 1 or 3 or 12-month membership you may prevent automatic renewal at any time by giving 30 days' notice in advance. You should not cancel your Direct Debit mandate with the Bank until the final month's payment has been drawn.
- Members are required to provide further evidence to meet eligibility criteria in order to renew an annual or direct debit concession or NHS Membership on a yearly basis. If no evidence is provided the Direct Debit membership will renew automatically and convert to the standard price. Please note for those members under 18 and over 65, you do not need to provide evidence of age to remain on the concession price.

Freezing

- No membership freeze will be implemented until the member provides the appropriate evidence and is received in writing or via email to info@katecampbellfitness.com
- Only under the following circumstances will we consider freezing memberships.
- Temporary illness or injury. The 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 of time. This should be submitted inside 30 days of the situation arising.
- A membership may be frozen for a minimum of one month and up to a maximum of three months at any one time.
- A membership may be frozen for up to three months within a one-year period from the membership start date.
- A membership freeze period does not affect the minimum number of monthly payments or the length of membership purchased. Any Direct Debit payments remaining at the time of the freeze will recommence on a monthly basis at the end of the freeze period. For 3 6- or 12-month memberships the freeze period will be added on to the end of the original contracted period.
- Extension of freeze period: 30 days before the end of the initial freeze period, further evidence must be provided by the member to Kate Campbell Fitness together with a request to extend the freeze period.
- If the membership freeze period exceeds 3 months and the member wishes to terminate the contract due to ongoing illness. The membership may be terminated in agreement with Kate Campbell Fitness. A member whose membership is terminated before the minimum term shall forfeit all the privileges of membership with immediate effect. There will be no entitlement to refund of any monthly membership charges already paid.
- If the membership freeze period exceeds 3 months and the member wishes to terminate the contract and no written evidence is provided. The membership may be terminated in agreement with Kate Campbell Fitness upon the termination of these terms and conditions for any reason: any sum owing under any of the provisions of these terms and conditions shall become immediately due and payable.
- A member whose membership is terminated before the minimum term shall forfeit all the privileges of membership with immediate effect; there will be no entitlement to refund of any monthly membership charges already paid.

MEMBERS SURVEYS

- From time-to-time Kate Campbell Fitness may choose to invite some of our members to participate in a survey of satisfaction. This invitation will usually be by e-mail.
- At our discretion member satisfaction survey participation may be associated with a prize draw, offering prizes of varying amounts to participants. Members that respond to such an invitation by completing the satisfaction survey by the advertised closing date will be entered into the draw.

Other clauses

- Only you, the person named in the online joining process, can benefit from this agreement.
- If any of the terms of this agreement are invalid, unenforceable, or illegal the remaining terms can still be enforced.
- Kate Campbell Fitness reserves the right to amend and update the terms and conditions of any membership. We reserve the right to may make reasonable changes to the Gym Membership Rules and the Membership Agreement at any time. It is your responsibility to check online at regular intervals for changes to these documents.
- You should only join if you have read the Terms and `conditions and accept them
- This agreement is governed by the law of England and Wales.
- You should print a copy of this agreement for future reference.

Updated 2022 for review 2024