

TERMS AND CONDITIONS

12 MONTH MEMBERSHIP

1. This is a 12 month contract administered by our Direct Debit payment provider, Harlands. The contract is enforceable within the minimum contract period. You will be allowed to exit the contract in situations such as illness or severe financial disruption eg loss of job. Written evidence will be required to invoke these clauses. Should you wish to end this contract for any other reason, within the minimum term, a penalty fee will apply. You will be asked to sign and confirm your agreement to these T&Cs when setting up your Direct Debit mandate.
2. You will pay a club activation fee upon becoming a member. The activation fee is relevant to continuous periods of Entry to the Club is gained through our access system using The Fitness Mosaic App. Instructions for gaining access via the App can be [found here](#). If you do not have a smart phone or bring a smart phone to the gym, an alternative entry method will be offered to you.
3. After your initial 12 month term, your membership will continue on a month to month rolling basis. Upon completion of your initial term, you may cancel your membership giving the gym 1 month's notice. Please contact the gym at info@thefitnessmosaic.com if you wish to discuss early termination.
4. Membership fees may be increased at the Club's discretion subject to giving you one month's notice.
5. Paid in full memberships are non-refundable. Please contact the club if you believe there is an extenuating circumstance to transfer your membership.
6. Payments are administered by Harlands, a third party payments and collections service. If your Direct Debit is stopped or payment fails, your access to the club will be stopped. Harlands will commence debt collection services if you are within your initial contract term or have not provided 30 days notice to cancel your membership after the initial contracted term.
7. If through circumstances beyond the Club's control which means the Club is unable to provide the full range of services and facilities as advertised, you shall remain liable to pay all Membership Fees under these terms and conditions.
8. From time to time the Club may run promotional offers. Members must refer to the associated terms and conditions of each promotion which will be available upon request.
9. Club opening hours are advertised on our website. Opening hours may be adjusted at the Manager's discretion. We will endeavour to give as much notice to you as possible.
10. The Fitness Mosaic will not be responsible for loss, damage or theft of any property brought onto our premises; We will not be liable for any death, personal injury or illness occurring on or resulting from use of our premises.
11. You are responsible for ensuring that you correctly operate or use any facilities and/or equipment (including adjusting levels or settings) which we provide. If you are in any doubt about how to correctly operate any equipment, you must consult one of our team members before use.
12. You will not abuse the facilities or equipment of the club and you will pay for any damage to our property where you wilfully or negligently cause such damage.
13. You are in good physical condition and capable of engaging in active and passive exercise and that exercise would not be detrimental to your health, safety, comfort or physical condition. If you are in doubt about your physical condition, you may be asked to provide medical notes/ prescription and discuss your physical state with a team member. Please note our team members are not medically trained.
14. Some areas of our club are unsupervised and we do not accept responsibility for any harm or injury to you whilst using them unless caused by our employee's, agents or subcontractors or our negligent act or omission.
15. Unless otherwise stated our staff, agents and subcontractors are not medically qualified. If you have any doubts about your fitness or capability to undertake physical exercise we strongly recommend that you take independent medical advice before undertaking any exercise.
16. Clients purchasing a 'time restricted' membership such as the off peak or lunchtime membership may not attend the gym outside of their allotted hours. Clients who book in to classes outside of their permitted hours will face automatic charges for sessions booked or attended.