



Terms and Conditions

1. Membership

- 1.1 Membership at Norfolk Health & Fitness Gym (“the Gym”) is open to individuals aged 16 and over.
- 1.2 Membership is non-contractual and operates on a rolling monthly basis unless otherwise stated.

2. Joining Fee and Payment

- 2.1 A joining fee (if applicable) is payable upon registration.
- 2.2 Membership fees are payable **in advance on a monthly basis**.
- 2.3 Payments are collected via recurring payment methods (e.g. Direct Debit or card).
- 2.4 Membership fees are non-refundable.

3. Ongoing Liability for Fees (IMPORTANT)

- 3.1 Membership fees remain payable unless and until the Gym receives valid cancellation notice in accordance with these Terms.
- 3.2 Non-use of the Gym facilities does not constitute cancellation and does not suspend or reduce payment obligations.
- 3.3 Members remain liable for all fees incurred up to the date a valid cancellation takes effect.

4. Access

- 4.1 Members are granted access to the Gym during operational hours, subject to compliance with these Terms.
- 4.2 The Gym reserves the right to amend opening hours or services where reasonably necessary.

5. Cancellation

5.1 Members may cancel their membership at any time by providing written notice to the Gym.

5.2 Cancellation will take effect from the next billing date unless otherwise agreed in writing.

5.3 It is the member's responsibility to ensure cancellation is properly submitted and confirmed.

6. Failed Payments

6.1 Members are responsible for ensuring that all payments are made in full and on time.

6.2 A failed payment does **not** cancel membership.

6.3 Where a payment fails:

- The outstanding balance remains due immediately;
- The Gym may attempt to re-collect payment;
- Access to the Gym may be suspended until payment is resolved.

6.4 Members must provide updated payment details within **7 days** of notification.

6.5 Continued non-payment may result in termination of membership; however, **termination does not waive or cancel any outstanding debt.**

7. Notification

7.1 The Gym may notify members of failed payments, account issues, or other matters via:

- Email
- SMS
- Automated payment provider notifications (e.g. GoCardless)

7.2 Such notifications shall be deemed valid notice.

8. Debt Recovery

8.1 The Gym reserves the right to recover any outstanding fees.

8.2 This may include:

- Suspension or termination of membership
- Referral to debt recovery procedures
- Legal proceedings

8.3 The member shall be liable for any reasonable costs incurred in recovering unpaid amounts, including court fees and statutory interest where applicable.

9. Member Conduct

9.1 Members must behave in a respectful and safe manner at all times.

9.2 The Gym reserves the right to terminate membership for misconduct.

10. Health and Safety

10.1 Members are responsible for their own health and safety when using the Gym.

10.2 Members should seek medical advice before exercising if required.

11. Access Cards

11.1 Members are responsible for their access cards.

11.2 Replacement cards may incur a fee.

12. Changes to Terms

12.1 The Gym reserves the right to update these Terms and Conditions.

12.2 Members will be notified of any material changes.

13. Contact

Norfolk Health & Fitness

Email: info@nhfgym.com