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## XTREME BOOTCAMPS CLASS AND MEMBERSHIP TERMS AND CONDITIONS

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### **BACKGROUND:**

These Terms and Conditions shall apply to the use of the facilities and services provided by Xtreme Bootcamps whose address is at Church Farmhouse, Throckmorton, Worcestershire WR10 2JX (telephone 01386 462334) by members and other users thereof.

### **1. Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

**“Camps”** means Xtreme Bootcamps and reference to the Camps shall include reference to any and all hourly and day classes and services provided thereby and all staff thereof. Separate terms and conditions apply to residential camps;

**“Attendees”** means attendees of the Camps, whether members or not;

**“Membership”** means a membership of the Camps;

**“Membership Fees”** means the fee(s) due for Membership; and

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

1.2.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions; and

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

### **2. Membership**

2.1 In order to use the Camps hourly classes, you can either pay per class or take out a Membership. If classes are full, priority will be given to members.

2.2 Membership cannot be transferred to another person.

2.3 Members will be provided with membership cards at the start of their Membership. No entry to the Camps or the use of its facilities will be permitted without a valid membership card or payment of the class fee. In the event that a membership card is lost, a charge of £5 shall be payable for a replacement.

### **3. Membership Fees and Payment**

- 3.1 Membership Fees are payable on a monthly basis and are paid by direct debit through our partner Asbourne Management. A separate direct debit agreement will be entered into between members and Asbourne Management which you can see on the on line joining page or on the paper forms held by Xtreme Boot Camps.
- 3.2 If a member wishes to change their bank or the account used to pay, the member must inform Asbourne Management of the new bank details and the date on which they wish the change to take effect.
- 3.3 The length of contract and prices are published on our website or will be notified to you prior to joining. We will not seek to amend the terms unilaterally.
- 3.4 All memberships will run from the first day of the month after which you have signed up for membership unless agreed otherwise with Xtreme Boot Camps.
- 3.5 Members may be denied access to the Camps whilst any Membership Fees or other sums due remain outstanding.
- 3.6 Cancellation of a direct debit within a contracted term can only be offered in exceptional circumstances as listed on the direct debit agreement with Asbourne Management.

### **4. Camps Rules**

- 4.1 All Attendees must complete a waiver and release agreement prior to attending any Boot Camps.
- 4.2 All Attendees shall abide by the directions provided by Xtreme Bootcamps trainers and staff at all times when using the Camps. Failure to do so may result in you being asked to leave immediately and where applicable, in the suspension or termination of Membership.
- 4.3 Attendees are responsible for their own state of health, physical condition and wellbeing at all times and confirm that at all times they are fit and healthy enough to participate in the Camps and if necessary have consulted with a doctor beforehand to confirm that the Camps are suitable for the Attendee.
- 4.4 Attendees may only use the equipment and facilities provided by the Camps in the correct manner and must not use the same in any manner which constitutes a health and safety risk either to themselves or to others.
- 4.5 Attendees should not attempt to use any equipment or facilities until they have been instructed in the correct use of the same by a suitably qualified instructor.
- 4.6 If an Attendee has any medical condition or is taking any medication which may affect their ability to exercise or use any equipment or facilities provided by the Camps in any way, they must inform the instructors of the same and act in accordance with any instructions provided as a result.
- 4.7 Attendees should not use the Camps when under the influence of alcohol or illegal drugs.
- 4.8 Attendees should not use the Camps immediately following a heavy meal.
- 4.9 Attendees should dress appropriately when using the Camps.
- 4.10 No animals are allowed in the Camps with the exception of guide dogs. If a Attendee requires the use of a guide dog, the attendee should inform the

Camps of the same before attending Camps.

- 4.11 No smoking is permitted inside the Camps or anywhere else on the Camp's property or training grounds.

## 5. **Equipment and Facilities**

- 5.1 All equipment is inspected and tested on a daily basis.
- 5.2 If an Attendee becomes aware of any damaged or defective equipment they should immediately cease using such equipment and inform a member of staff.
- 5.3 Equipment may be withdrawn at any time and for any reason including, but not limited to, maintenance, repair and alteration.

## 6. **Camps**

- 6.1 If Camps classes are full, priority will be given to members.
- 6.2 Members may attend any of the hourly Camps at any location. Timetables can be found on the website ([www.xtremebootcamps.com](http://www.xtremebootcamps.com)). Timetables and locations are subject to change for which advance notice will be posted onto the website. Membership does not include full day classes for which a separate fee is payable.
- 6.3 Attendees must wear suitable clothing and footwear for the training. Attendees who fail to comply with such requirements may not be permitted to participate in the class.
- 6.4 Attendees attending a class must arrive at least 5 minutes before the scheduled time of the class. Attendees arriving later than this time risk losing their place in the class.
- 6.5 Attendees arriving after the warm-up session has begun will not be permitted to participate in the class for health and safety reasons.

## 7. **Limitation of Liability**

To the fullest extent permissible by law, the Camp's liability for any loss or damage suffered by Attendees shall be limited to that which arises out of the negligence of the Camp's employees, sub-contractors or agents.

## 8. **General**

- 8.1 The Attendees' rights as a consumer under consumer protection legislation from time to time in force shall not be affected by these Terms and Conditions.
- 8.2 The Camps may, from time to time, change these Terms and Conditions without notice, however it will use its reasonable endeavours to inform Attendees as soon as is reasonably possible of any such changes.

## 9. **Data Protection**

The Camps will not share Attendees personal data with any third parties for any reasons without the prior consent of the Member concerned. Such data will only be

collected, processed and held in accordance with the Camps' rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

10. **No Waiver**

No failure by the Camps to enforce any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

11. **Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

12. **Law and Jurisdiction**

12.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

12.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.