

TERMS AND CONDITIONS

1. NAME

The name of the facilities is OX 4

2. PRIMARY CONCEPTS

- 2.1 The Facilities is a proprietary organisation, the proprietor being The Oxford Academy, Sandy Lane West, Littlemore, Oxford. OX4 6JZ.
- 2.2 The Facilities premises are located at The Oxford Academy, Sandy Lane West, Littlemore, Oxford. OX4 6JZ.
- 2.3 The Proprietor is responsible for providing the Facilities premises and all the necessary facilities and equipment for carrying on the facilities in accordance with these terms and conditions.
- 2.4 The members of the facilities are under no financial liability by reason of their membership of the facilities save for their membership fees.

3. CONTROL AND MANAGEMENT

The Proprietor's management team has all the administrative powers and authority necessary to carry out its rights and duties and will use its reasonable endeavours to manage and operate the Club in accordance with these terms and conditions.

4. MEMBERSHIPS

- 4.1 Every candidate for membership must be at least 16(sixteen) years of age.
- 4.2 All applicants for membership will pay a joining fee/ admin fee at the current rate specified by the Proprietor upon the acceptance of the applicant as a member of the club. Joining fees are non-refundable.
- 4.3 Unless otherwise agreed in advance with the Proprietor (pursuant to whatever terms the Proprietor agrees in its absolute discretion), all members will pay a monthly membership fee at the current rate specified by the Proprietor in advance. Payment will be debited automatically from your specified debit or credit card at the start of each calendar month.
- 4.4 Proposals for membership must be fully completed on the forms provided for that purpose and must be signed by the applicant for membership.
- 4.5 Acceptance of members is at the absolute discretion of the Facilities management.
- 4.6 When an applicant is accepted by the Facilities management, he or she will become a member of the facilities and is entitled to all the privileges of membership and is deemed to have agreed to be bound by these terms and conditions.
- 4.7 Upon 30 days advance written notice from a member delivered to the Facilities management at the Facilities address –
 - 4.7.1 O.X. 4 requires 30 days written advance notice from all members wishing to freeze their membership. A member may freeze his or her membership for a period of no less than 1(one) month and no more than 3(three) months, twice during any twelve month period. The months frozen are per calendar period, part months are not applicable.
Please note:
This option only applies for annual memberships. O.X. 4 may refuse the freeze request if it does not apply with its terms and conditions of freezing.
 - 4.7.2 O.X. 4 requires 30 days written advance notice from all members wishing to cancel their membership. This date must be in advance of the Direct Debit payment to be cancelled.

5. RIGHTS AND LIABILITIES

Every member of the Facilities (subject to these terms and conditions and any byelaws for the time being in force) is entitled to use and enjoy (in common with other members of the Facilities) the facilities premises, equipment and facilities provided by the Proprietor for the use of the facilities members on such terms and conditions as to payment or otherwise as the Proprietor may from time to time stipulate.

6. GUESTS

- 6.1 Subject to the provisions of these terms and conditions, members may introduce guests provided that each guest of that member becomes a day member by signing a guest registration form supplied for that purpose and pays the guest's fee at the current rate specified by the Proprietor.
- 6.2 A guest is entitled to the privileges of membership for the day of his or her membership but may not introduce another guest into the Facilities.
- 6.3 Members must accompany guests introduced by them during the period of the guest's stay in the Facilities and be responsible for their guest's conduct.
- 6.4 The following may not be admitted as guests:-
 - 6.4.1 Former members who have been expelled;
 - 6.4.2 Persons who, having applied for membership, have been rejected.

7. BYELAWS

- 7.1 The Proprietor may from time to time make, vary and revoke byelaws (not inconsistent with these terms and conditions) for the regulation of the internal affairs of the Facilities and the conduct of members.
- 7.2 Until revoked all byelaws are binding on the members.

8. CONDUCT OF MEMBERS & GUESTS

- 8.1 The Proprietor in its absolute discretion may expel from the facilities without notice any member or guest whose conduct, in the opinion of the Proprietor, might be injurious to the character and interests of the facilities or render that person unfit to associate with members/guests of the Facilities, or whose membership fees are more than one month in arrears.
- 8.2 Members and guests must not abuse or wilfully or negligently damage or interfere with the equipment or facilities of the Facilities.
- 8.3 No mobile phones or bags allowed on the workout areas.
- 8.4 All personal belongings must be stored in lockers provided. Bags and equipment left outside at the outdoor pitches are left at the owner own risk and is not the responsibility of O.X. 4.
- 8.5 Appropriate clean clothing and shoes must be worn at all times in the Facilities. Non-marking footwear is required in the Sports Hall, Fitness Studio, Dance Studio, and Beecroft Theatre.
- 8.6 No betting or gaming, drunkenness, bad language or other disorderly or offensive conduct or misconduct is permitted on the Facilities premises.
- 8.7 Members are forbidden from using any of the Facilities while under the influence of alcohol, narcotics or other mood altering substances.
- 8.8 A member expelled will be removed from the list of members and forfeits all the privileges of membership without any claim for a refund of membership fees.
- 8.9 Upon expulsion or resignation the former member shall immediately deliver up to the Proprietor all evidence of membership provided to that member by the Facilities.



9. RESERVATIONS AND CANCELLATION

- 9.1 All reservations for services and programmes offered at the Facilities must be made at reception in advance. A 'Hire Agreement' must be completed and approved by the facility before commencement of the booking/activity start date
- 9.2 The management reserves the right to refuse to re-book a member who cancels or fails to keep an appointment or repeatedly delays payment for services and programmes.

10. DISCLAIMER OF LIABILITY

- 10.1 All members and guests use the facilities at their own risk. The Proprietor, its agents or employees will not be liable for personal injury or death of any person while on the Facilities premises or while using the facilities, unless death or personal injury arises from any negligent act or omission of the Proprietor, its agents or employees.
- 10.2 The Proprietor, its agents or employees are not liable for any loss, damage or theft of personal property belonging to any person occurring on the facilities premises.
- 10.3 Members and guests are advised to complete the Facilities health questionnaire prior to beginning an exercise programme, guests who are diabetic, pregnant, suffer from heart disease, high or low blood pressure and any type of injury may be required to obtain medical clearance from their doctor before participating in a physical activity programme.

11. CLUB FACILITIES

- 11.1 The Proprietor reserves the right to make alterations to the type of facilities provided without advance notice and will not be liable from any claim resulting from such alterations or to make any refund of membership fees.
- 11.2 The proprietor reserves the right to carry out essential repairs and maintenance to the facilities which may result in the closure of some of these facilities for periods of time.

12. INDEMNITY

All members agree to keep the Proprietor fully indemnified for any liability, costs, damages and expenses incurred by the Proprietor as a result of any breach by such member of any of these terms and conditions.

13. ADDRESSES AND BANK DETAILS OF MEMBERS

Members must immediately inform the Proprietor of any change of address or change in their bank details.

14. HOURS OF OPENING

The facilities hours may be lengthened or shortened at the absolute discretion of the Proprietor.

15. ALTERATION OF TERMS AND CONDITIONS

These terms and conditions may be revoked, supplemented or altered by the Proprietor in its absolute discretion.

16. DISSOLUTION

The OX 4 Facilities may be dissolved by the Proprietor at any time.

Important Liability Statement

The information available on or through this Site, and the Services supplied via or in connection with this Site do not constitute medical advice and it is your responsibility to determine, through obtaining appropriate medical advice, that you are fit and well and that such contents and services are suitable for you. It is not our responsibility to do so. Before commencing any exercise regime, you should consult your doctor.

It is also vital that you supply us with correct information about yourself. We cannot be liable for any incorrect information supplied by you to us. We try to make sure that all information contained on this web site (and provided by us to you as part of any Services or Products) is correct, but, subject to the paragraph below, we do not accept any liability for any error or omission and exclude all liability for any action you (your legal representatives, heirs) may take or loss or injury you may suffer (direct or indirect including loss of pay, profit, opportunity or time, pain and suffering, any indirect, consequential or special loss, however arising) as a result of relying on any information on this web site or provided through any Service supplied by us to you.

You, your legal representatives and your heirs release waive, discharge and covenant, not to sue O.X. 4 and its staff, instructors for any injury or death caused by their negligence or other acts.

Warranties

The Facilities warrants that the Products and Services will be supplied with reasonable skill and care.

Statutory Rights and Refunds and Cancellation

The Client shall not transfer sessions to any other person or permit them to be used by anyone other than the Client. Any assignment, transfer or disposal of sessions is at the sole discretion of the Master Trainer and may only be permitted in exceptional circumstances. Class fees are non refundable.

Prices and fees may be increased at any time. The Proprietor shall give the Clients not less than 14 days notice prior to any such increases.

Any booked sessions must be cancelled within 24 hours, in person or by telephone. In any other case, the session will be charged and deducted from the remainder of the Client's account. When you are purchasing a class you are paying for a class and not an instructor. Instructors are subject to change without notice.

The rights of cancellation and refund and any limitation expressed in these terms and conditions do not affect your statutory rights as a consumer. Refunds in relation to Products or Services may only be credited to the credit or debit card originally used to make the purchase.

Definitions

In these terms and conditions, the following definitions apply: "Services" means any information and services ordered and/or provided by O.X. 4 through or via the Site or our club. Any electronic information supplied to you by O.X. 4 will constitute part of "Service" not a Product and cancellation rights will apply accordingly. "Products" means any products offered for sale on the Facilities or in the facility. "Site" means the web site at the URL www.ox4.uk.com or replacement site(s) from time to time.

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at The OXFORD Academy

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Enquiries or Complaints

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