

# MEMBERSHIP AGREEMENT & CLINIC RULES

## Introduction

This is an Agreement between you (the “Member” or “You”) and Dharma Clinical Therapies (“Dharma Clinic”, “us”, “We” or “we”), a company registered in England and Wales (registration number 11684734), whose registered office is 182 Tarring Road.

By completing the joining process at our website and becoming a Member of Dharma Clinic, you are accepting all the terms and conditions in this Membership Agreement. You should only join if you have read them and accept them.

## Definitions

Add-on: a secondary product that you may have in addition to your Membership. Special terms apply to Add-on products; see below for currently available products:

Massage Treatments

Dharma Clinic Products

Tree of Life Products

Administration Fee: our fees raised for changing membership terms or arising out of any breach of the terms as set out on our website.

As a Member of Dharma Clinic you agree that you will:

Sign IN out at reception every time you enter and exit The Dharma Clinic due to fire safety Advance booking of 4-6 hours before attending the class and 4-6 hours cancelling the class, so the instructor knows who is attending.

Attendees for paid classes will be required to notify the clinic if they are unable to attend the class, if no notification is given, no refund will be given. If 24 hour notification is given funds can be moved for another class.

Keep your PASSWORD and member log in details a secret and do not share them with, or allow it to become known by anyone else.

Complete your online PAR-Q form

Not to leave bags unsupervised on the studio floor.

Not make or receive phone calls on the studio floor.

Put phones on silent or switch off during class or studio times.

Not take photographs or videos on the premises or post remarks or imagery to the internet that could identify another Member or a Member of Staff, without permission.

Not drop or throw weights down on the floor anywhere in the studio.

Not leave your belongings in a locker when you are not on the premises.

Wear suitable clothing and footwear when exercising

Shoes/trainers are not to be worn in the studio area or throughout the clinic.

Any member not wearing suitable attire may be asked to leave the gym at the discretion of the management team.

Use the facilities and equipment in a proper manner and not in a way that might cause harm to yourself or others (just ask a member of staff if you are unsure).

Not engage in any exercise activity that may be potentially harmful to you or others.

Not use, block or interfere with fire, emergency or disabled access doors or alarms (except in a genuine emergency).

Do not tamper with fire extinguishers

Aggressive, abusive, intimidating, anti-social or threatening manner or in a way that might cause distress to staff or Members, will not be tolerated. Membership will be cancelled with immediate effect and no refund will be given.

Be mindful of your voices as there are other treatments in progress

Not use the clinic whilst under the influence of alcohol, narcotics, tranquilizers or make use of any other medical substance which may affect your ability to exercise safely on our premises. Dharma Clinic reserves the right to remove you from the premises if it reasonably believes you are unfit to use the facilities.

Not engage in any type of criminal behaviour whilst on our premises. Not sleep in our premises.

Not cause damage to the premises, our or another Member's property. Not force entry to locked doors.

Not eat on the gym floor.

Leave the premises before closing time.

Clean and leave equipment tidy, place them where they belong and in a safe space.

Massage Therapy: services provided directly to you which do not form part of this Membership Agreement and are subject to a separate agreement between you and the Clinic, discounts of 10% off treatments. This cannot be used with offers or discounts.

Member Area: the online portal for Dharma members at [www.dharmaclinic.co.uk](http://www.dharmaclinic.co.uk)

Membership: your contractual relationship with us, which can be on various terms, some of which:

Annual Membership: a membership that is paid upfront and had a fixed term of 12 months. Monthly Membership: a membership giving access to unlimited classes, 15min hot sauna, 10% off treatments 10% off some sales products, 10% workshops

Monthly Membership Amount: the amount you agree to pay each month for your Membership. Personal Training

Sessions: sessions booked by you directly and the clinic, as part of the membership, personal training sessions have additional costs but membership discount can be used 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.

Sports Therapy: Services provided directly to you which do not form part of this membership and are subject to a separate agreement between you and the therapist

### Starting Your Membership

1. Our joining process is an online process. Full membership prices (first class package) and options can be found on our website ([www.dharmaclinic.co.uk](http://www.dharmaclinic.co.uk)), to be selected by you as part of the joining process. By completing the online joining process and becoming a Member of Dharma Clinical Therapies, 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.

2. 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. Fee, Membership Amount and Monthly Membership Amount. These are shown at the start of the joining process and again before you confirm your payment instruction.

3. You may choose during the online joining process to start your Membership either immediately or one month from the date that you accept the terms. We may inform you during the online joining process that a waiting list is in operation in which case your Membership starts when we inform you by email.

4. You agree to comply with The Dharma Clinical Therapies Membership Rules and you agree to use the studio 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.

5. You confirm that you are at least 16 years old. Please note that you must provide on request valid proof of age if we believe you to be under the age of 16. If you are unable to provide valid proof of age on request your membership may be terminated.

6. You will be liable for any damage caused to our equipment or facilities through your negligent use.

7. You agree to tell us immediately of any changes to your personal details, including contact information; this should be done in the online Member Area or advise the reception team.

### Member Health Agreement Declaration

You warrant, declare and acknowledge that:

The information given by you in entering this agreement is correct and will be relied upon by us.

Our staff, 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.

To the best of your knowledge and belief, you are in good health and not knowingly incapable of engaging in either active or passive exercise, and such exercise would not be detrimental to your health, safety, comfort, well-being, or physical condition. Further, you will advise us immediately should your health or vulnerability to injury change.

You are primarily responsible for your health and well-being, but we at Dharma Clinic are concerned that you enjoy our facilities safely. To that end, we consider that we should expect the following of each other.

From us:

Whilst we will respect your decision over your training regime, we reserve the right to ask you not to exercise beyond what we reasonably believe to be your personal ability.

We shall endeavor to maintain a safe environment for you to enjoy your exercise.

We shall endeavor to ensure that our fitness trainers and staff are qualified to fitness industry standards.

We shall always keep confidential any information that you give us regarding your health.

If you are a wheelchair or disabled user, we require you to have an induction at one of our venues to ensure your safe use of our facilities and equipment.

### Using The Studio

1. You are entitled to access and to use the studio or studios defined by your Membership until termination or suspension of that Membership pursuant to this Agreement.
2. We will make reasonable endeavours to make available to you the rights and privileges of Membership of (the studio) you joined and have paid for. This includes access to the studio and 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.

### Changing Your Membership

1. Memberships can only be frozen due to ill health, mental health, injuries and doctors letters, please speak to a member of staff for more information.
2. A new Membership product, you will waive the right to the discount (or any Promotional Rate) on the original Membership.
3. 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 Dharma Clinic.
4. We reserve the right to change the access privileges of members with Membership packages that allow access.
5. We may, with reasonable notice and at our discretion, close our premises for reasonable periods of time to carry out maintenance, repairs, refurbishment, cleaning and staff training 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.

### Managing Your Permissions And Data

1. 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 membership-related communications. All processing of your personal data will be in accordance with our Privacy, CCTV & Cookie policy.

2. 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 in our facilities. The images will be captured, processed and retained in accordance with our separate Privacy, CCTV & Cookie policy. Access to such footage will also be governed by the provisions of that policy.
3. We will securely store personal data including membership information and recorded CCTV footage in accordance with our privacy policy.
4. You can contact us with any queries or concerns by emailing data protection info@dharmaclinic.co.uk from (or quoting) the email address that we hold for you.

#### **Special Terms For Loyalty Points for treatments**

1. You agree that your points is cannot be refunded for money or exchanged or money
2. 1 Point is given per visit for only a 60 min or more treatment or therapy session.
3. Points can only be used be the holder
4. Client needs to have card on the day to be stamped.
5. Points can be collected to a maximum sum of 20 points to get £2 0 of full price 60minutes treatment to discuss as members already get 10%.
6. 1point=£1
7. Points can only be used with Referral Scheme
8. Points cannot be (use with) packages.

#### **Special Terms For Referral Scheme for treatments**

1. Referral Scheme is when a clients refers or introduces new client to become a member or new client to purchase a treatment (not valid for selling products).
2. Each new paid referral must mention the client that recommended the Dharma Clinic.
3. The credit amount for each referral is £1 (maximum amount that can be used is £20 per 60min treatment again discuss)
4. Referral credit can also be used with loyalty card
5. This scheme cannot be used with other packages.
6. Each new referral must book and pay for membership or treatment in order to receive credit on their account the referees.

#### **Payment**

1. If your Membership has an initial Membership Amount fee, you agree to pay us the full Membership Amount by credit or debit card.
2. If your Membership has a recurring Monthly Membership Amount fee, you agree to maintain a Direct Debit instruction with your bank 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.
3. If the terms on which you are accepted as a Member include an initial Promotional Rate, you agree to pay the discounted Promotional Rate as a recurring Monthly Membership Amount during the introductory period specified in the promotional or introductory offer and that thereafter we will debit for the higher standard Monthly Membership Amount specified in the promotional offer (or such higher rate as might apply) in respect of each successive month after the introductory period has lapsed and unless or until your Membership is cancelled.
4. 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.

5. 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.

### **Ending Your Membership**

1. You have the right to cancel this Agreement within 30 days from the start of the Agreement without giving any reason, but you must let us know you wish to do so within the 30-day period. You may email us at [info@dharmaclinic.co.uk](mailto:info@dharmaclinic.co.uk) or contact us through the Member Area
2. In case of dispute you must show that you cancelled the Agreement in accordance with the cancellation terms, but for these purposes it will be sufficient to show that you sent your communication concerning your exercise of the right to cancel before the cancellation period had expired.
3. If you have requested an immediate membership start date and you cancel your Membership within the 30-day period, proportionate charges will be due. We will refund to you any Membership Amount you have paid us, but the refunded amount will be reduced by the higher of an amount in proportion to the number of days between the start of your Membership and the date you communicated to us that you wanted to cancel. Refunds will be made no later than 14 days after the day on which we were informed about your decision to cancel, and will be made using the same means of payment you used for the initial transaction.
4. After the 30-day cancellation period you may terminate your Membership at any time by cancelling your direct debit mandate with your bank, or by contacting our reception team if you pay via recurring card payment. No refunds will be given for unused billing periods; if you would like to continue using the studio until the end of your billing period please contact our member service team prior to cancelling your payments, otherwise your membership will cease immediately.
5. We will terminate this Agreement and your Membership with immediate effect if you do not pay any applicable Monthly Membership Amount when it falls due.
6. We may terminate this Agreement and cancel your Membership with immediate effect on notice to you if you breach any of Dharma Clinic Membership Rules. In this event you will no longer be able to access any of our facilities and we will not give any refund.
7. We may assign the benefit of this Agreement and our rights to a third party provided we give you notice and your rights under this Agreement will not be prejudiced.
8. We consider the safety of our members and our staff to be paramount. We reserve the right to refuse any application for Membership or terminate an existing Membership where we consider that that Membership may pose a risk to the health and/or safety of other members or staff. If this happens, we will notify you of this and refund all unused Membership Amount or Monthly Membership Amount.

### **Additional Services**

1. Personal Training Sessions and “additional services” do not form part of this Agreement and are not provided by Dharma Clinic
2. Any “additional services” (including, for example, Personal Training Sessions, Sports Therapy and Massage Therapy, Talk Therapy) which you contract for or agree to pay for, do not form part of your Membership Agreement and the Terms & Conditions of this Agreement will not apply to them.
3. We do not accept any liability for any losses, damage, personal injury or other loss caused by any negligent act or omission of those providing the “additional services” which are specifically excluded from the Membership Agreement and We do not accept any responsibility for the same save where precluded by law.

### **Member Satisfaction Surveys**

From time to time we may choose to invite some of our members to participate in a survey of satisfaction. This invitation will usually be by e-mail.

1. At our discretion member satisfaction survey participation may be associated with a prize draw offering cash 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.

2. Eligible participants will only be entered once into a particular draw. A winner will be chosen at random from all entrants to that draw within 90 days of the closing date. Winners will be contacted after the prize is drawn to arrange receipt of the prize.

#### Other Clauses

1. Only you, the person named in the online joining process, can benefit from this Agreement.

2. If any of the terms of this Agreement are invalid, unenforceable or illegal the remaining terms can still be enforced.

3. Dharma Clinical Therapies LTD, employees and subcontractors are not liable for any loss, damage or theft of any of your property that you bring onto any of our premises. If such loss, damage or theft is caused by the negligent acts or omissions of Dharma Clinical Therapies LTD employees or subcontractors, our liability to you will be limited to £500.

4. We may make reasonable changes to Dharma Clinic Membership Rules and the Membership Agreement at any time. It is your responsibility to check online at regular intervals for changes to these documents.

5. This Agreement is governed by the law of England and Wales.

6. You should print a copy of this Agreement for future reference.

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