

Meeting Room and Gym Use Terms and Conditions
St. Mary's Islington Community Partnership (Mary's)

GENERAL

1. Definitions for Meeting Room Hire

1.2 In these Terms and Conditions:

Activities means the activities (stated on the Booking Form) carried out by the Licensee for the duration of the Hire Period on the Premises and **Activity** shall be construed accordingly;

Booking Form means the online booking form or hard copy thereof;

CEO means the chief executive officer of Mary's, from time to time;

Contract means the contract between the Licensee and Mary's, comprising the Booking Form and these Terms and Conditions entered into upon Mary's notifying the Licensee that it has accepted the booking;

Equipment means any equipment under the ownership, possession or control of Mary's or otherwise present on the Facilities that is made available to the Licensee or to which the Licensee has access for use in connection with the Activities;

Event of Force Majeure means, as regards a party, the occurrence of circumstances beyond the reasonable control of that party including (without limitation) industrial action, strikes, lockouts, blockades, riots, act of war, piracy, destruction of essential Equipment by fire, explosion, flood, earthquake, failures of, shortages in or a loss of access of Equipment, power, supplies, fuel or transport facilities at the Facilities;

Expiry Date is the date of completion of the Hire Period;

Facilities mean that part of the Premises stated on the Booking Form;

Facilities Staff means any employee or representative of Mary's and its subcontractors with responsibility for the Premises and Equipment;

Hire Charge means the cost of hiring the Facilities and (where appropriate) the Equipment as specified in the Booking Form and **Hire Charges** shall be construed accordingly;

Hire Period means any and all periods of time during which the Licensee is permitted to use the Facilities and (where appropriate) the Equipment as stated in the Booking Form;

Licensee means the person, organisation, club, firm or company, whose name and details set out on the Booking Form and with whom the Contract is made;

Mary's means St Mary Islington Community Partnership (and where the context permits) its assigns and any subcontractors;

Regular Hire means the regular hire of the Facilities, on a weekly or fortnightly basis, over at least a three month period;

Premises means the premises of Mary's at which the Activities shall take place;

Special Event means hire for "one off" Activities (such as children's parties) during a specific Hire Period only;

St Mary PCC means the Parochial Church Council of the Ecclesiastical Parish of Islington St Mary.

COVID-19 means the disease known as coronary disease (COVID-19) and the virus known as severe acute respiratory coronavirus 2 (SARS-CoV-2)

NHS Test & Trace means England's COVID-19 contract tracing programme launched on the 28th May 2029 and which is a central part of the UK Government's COVID-19 recovery strategy

1.2 Words in the singular shall include the plural and vice versa, references to any gender shall include the other and references to legal persons shall include natural persons and vice versa.

2. Definitions for Gym Use

Joining Fee means a one off fee paid when you purchase a Membership in person or online. A nonrefundable in the event you cancel your booking, or you fail to show up for your activity.

Member means "you" – you are a valid Member so long as you pay the Membership Fees that are due and are paid on time and you adhere to the Terms and Conditions and facility and / or activity rules.

Membership Fees means ongoing or upfront amounts payable for Membership and associated charges.

Booking Form means the online booking form or hard copy thereof;

Gym membership means monthly prepaid membership, which entitles the Member to attend as many times as they wish subject to availability during the set daily time window

designated for General Gym Sessions

Membership Card means the ID card issued by Mary's for Gym Members

Membership Portal Where you can access details of your Membership online via www.marys.org.uk/gymlogin

Gym Code of Conduct Are those that are on display inside Mary's Gym and should be read and adhered to.

Contract means the contract between you and Mary's, comprising the Booking Form and these Terms and Conditions entered into upon Mary's notifying you that it has accepted the booking;

Equipment means any equipment under the ownership, possession or control of Mary's or otherwise present on the Facilities that is made available to you or to which you have access for use in connection with your Membership;

Event of Force Majeure means, as regards a party, the occurrence of circumstances beyond the reasonable control of that party including (without limitation) industrial action, strikes, lockouts, blockades, riots, act of war, piracy, destruction of essential Equipment by fire, explosion, flood, earthquake, failures of, shortages in or a loss of access of Equipment, power, supplies, fuel or transport facilities at the Facilities; **Facilities** means that part of the Premises stated on the Booking Form;

Facilities Staff means any employee or representative of Mary's and its subcontractors with responsibility for the Premises and Equipment; **Mary's** means St Mary Islington Community Partnership (Charity Reg. No. 1127269, Registered Office: St Mary's Parish Office, Upper Street, Islington, N1 2TX, Comp. Reg: 6734354), and where the context permits its assigns and any subcontractors;

Mary's Gym means the 10 stations community gym facility located in St Mary's Neighbourhood Centre.

St Mary PCC means the Parochial Church Council of the Ecclesiastical Parish of Islington St Mary.

St Mary's Neighbourhood Centre means the community centre on Upper Street N1 2TX, owned by St Mary's Church and the London Diocesan Fund and is leased and

operated by St Mary Islington Community Partnership (Mary's).

2.2 Words in the singular shall include the plural and vice versa, references to any gender shall include the other and references to legal persons shall include natural persons and vice versa.

3. Health and Safety

3.1 If any member or licensee has any concerns about the health and safety of the Premises or Equipment

they must inform the Facilities Staff as soon as possible.

3.2 Fire exits in the Neighbourhood Centre are located at the front door, through the central courtyard and in

the Sports Hall. Fire exits for the Crypt are located in the North East and South West corners of the Crypt and the main Crypt entrance. The assembly point is on the Church forecourt.

3.3 Highly flammable substances shall not be brought into or used in any part of the Premises.

3.4 Fire fighting equipment must be kept in its proper place and used only for its intended purpose.

3.5 Obstructions shall not be placed in front of emergency exits, or in exit routes. Pushchairs must be parked along the left wall of the main corridor in the Neighbourhood Centre making sure that at least half of the width of the corridor is left clear.

3.6 You must notify in writing to a member of Facilities Staff (bookings@marys.org.uk) within 24 hrs following

the occurrence of any of these incidents: injuries or illnesses, incidents or near misses, property loss or damage, environmental and building damage or theft.

3.7 COVID-19 Specific Terms

Whilst at the Mary's Facilities Licensees must comply with the provisions of any relevant and applicable health and safety legislation and with all reasonable health and safety procedures applied or notified by Mary's.

3.7.1 The Licensee confirms that upon entering into the Contract they have read and understand the most recently published UK Government guidelines (www.gov.uk/coronavirus)

concerning the coronavirus (COVID-19) outbreak during the undertaking of community use and out-of-school settings activities and in particularly but not exclusively the following: Protective measures for out-of-school settings during the coronavirus (COVID-19) outbreak (or equivalent) Guidance for parents and carers of children attending out-of-school settings during the coronavirus (COVID-19) outbreak (or equivalent) COVID-19: Guidance for the safe use of multi-purpose community facilities (or equivalent) Guidance for providers of outdoor facilities on the phased return of sport and recreation in England (or equivalent) Guidance for the public on the phased return of outdoor sport and recreation in England (or equivalent) Providers of grassroots sport and gym/leisure facilities (or equivalent).

3.7.2 The Licensees acknowledges and confirms that they shall have full responsibility for abiding by (and, further, the liability arising from not abiding by) the UK Government Guidelines on coronavirus (COVID-19) as published at all times during the Hire Period in connection with their Activities undertaken at Mary's.

3.7.3 The Licensees shall be responsible for undertaking a risk assessment (in the format suggested by or materially similar to the UK Government Guidance) of the Activities to be undertaken at Mary's and shall present a copy of the risk assessment to Mary's in a reasonable time to enable assessment by Mary's prior to commencement of the Activities.

3.7.4 The Licensees acknowledges and accepts that Mary's shall have the right (at its sole discretion) to (a) prohibit commencement of the Activities in the event that (a) a copy of the Licensee's risk assessment is not provided in a reasonable time prior to the commencement date or (b) is provided in a format which is insufficient or otherwise not in accordance with UK Government Guidelines and/or (b) give instructions to the Licensee to immediately cease any activities in the event that the activities are different or otherwise change from the Activities as described in the Licensee's risk assessment. The Licensee acknowledges and agrees that no refund (whether wholly or part thereof) of the Licensee's Hire Charge shall be provided by Mary's in the event(s) of a prohibition of commencement or cessation of activities by the Company as set out in this clause.

4. Insurance (Licensees and Personal Trainers)

4.1 To the fullest extent permitted by law, Mary's and St Mary PCC are not liable for the death of, or injury to,

you or your employees or clients or customers or for damage to any property of yours or theirs or for any losses, claims, demands, actions, proceedings, damages, costs or

expenses or other liability incurred by you or them in the exercise or purported exercise of the rights granted by paragraph 2. Therefore, where necessary, you will need to take out your own insurance. Nothing in the Contract shall exclude or limit the liability of Mary's for any death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation.

4.2 It is your responsibility to take out your own public liability insurance for any activity not under the governance of Mary's or St Mary PCC and Mary's may request a copy of the insurance certificate.

4.3 Mary's and St Mary PCC's insurers require that all incidents occurring in the Premises are recorded. Please

report any incidents to the Facilities Staff in accordance with paragraph 3.6.

5. Car Parking

5.1 You are not permitted to park on site anywhere on St Mary's Church Forecourt.

6. Data Protection

6.1 Our registered legal name is St Mary Islington Community Partnership Reg. Comp no. 6734354, Charity Reg.

1127269. We are a "data controller" for the purposes of the General Data Protection Regulation 2016/679 ("GDPR"). We are committed to protecting your privacy and processing your personal data fairly and lawfully in compliance with the GDPR. Our registration reference with the Information Commissioner's Office is: Z2951030. You can contact our Data Protection Lead by emailing admin@marys.org.uk. Before sharing any of your personal data with us read our [full privacy statement](#) which sets out what personal information we will collect from you; how we will use and protect it and who we may share it with and under what conditions. 6.2 By continuing to use this site you acknowledge and agree that your personal data may be processed by and on behalf of Us as set out in our privacy statement.

7. Miscellaneous

7.1 Neither party shall incur any liability to the other in the event it is prevented from, hindered or delayed in the performance of its obligations under the Contract by an Event of Force Majeure.

7.2 These Terms and Conditions shall apply to the Contract to the exclusion of any other terms and conditions

contained or referred to in any order, letter, form of contract or other communication sent by you to Mary's and the provisions of these Terms and Conditions shall prevail unless expressly varied in writing by Mary's. Mary's may issue supplementary Terms and Conditions and or codes of conduct which will be an addition to and not a replacement of these Terms and Conditions.

7.3 Any concession made or latitude allowed by Mary's to you shall not affect the strict rights of Mary's under the Contract.

7.4. If any court or competent authority finds that any provision contained in these Terms (or part of any

provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.

7.5 No failure by Us to enforce any provision in these Terms shall constitute a waiver of the right to

subsequently enforce that provision or any other provision of these Terms. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

7.6 The Contract shall be governed by the laws of England and Wales and the parties submit to the

jurisdiction of the English courts.

7.7 A person who is not a party to these Terms shall not have any rights under or in connection with

them.

7.8 By continuing with this application and whenever you use our facilities, you confirm that you understand

and accept all of the Terms above and below. Please note acceptance of this application is at our absolute discretion.

PART A:- MEETING ROOM HIRE

1. The Licence and Licensee's Undertakings

1.1 Subject to paragraphs 2 to 7, Mary's gives the Licensee the right for the Hire Period to use the Facilities

and, where applicable, the Equipment in return for payment by the Licensee in advance of the Hire Charge.

2. Responsibilities

2.1 The Licensee or person in charge of an Activity must be at least 18 years of age and shall be on the

Premises for the entire duration of the Activity.

2.2 The Premises must be completely vacated by the end of the Hire Period.

2.3 The Facilities (including the kitchen if used) must be left tidy and undamaged by the end of the Hire

Period. It is also the responsibility of the Licensee or person in charge of an Activity to ensure that any rubbish is placed in the appropriate containers.

2.4 The permission of the Facilities Staff must be obtained before goods or equipment are stored on the

Premises. A fee may be charged for any storage that is agreed.

2.5 All chairs and tables used by the Licensee must be placed into storage safely and any equipment owned by the Licensee must be returned to its allocated storage space or removed from the Premises.

2.6 The main entrance door to the Premises must be kept shut at all times.

2.7 Any person issued with keys on behalf of the Licensee may be required to pay a deposit and sign a key holder agreement form.

2.8 The permission of the CEO must be obtained before any recordings for television, radio or other forms of media are made by the Licensee on the Premises. A fee may be charged for any permission granted.

2.9 No signs or notices may be displayed at the Premises by or on behalf of the Licensee without the permission of the CEO.

2.10 Alcohol must not be bought, sold or consumed in any part of the Premises except with the prior approval of the CEO.

2.11 Illicit drugs must not be brought onto any part of the Premises. Anyone found to be contravening this rule will be asked to leave immediately and the police will be informed.

2.12 Activities must not cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to other users of the Premises or to owners, occupiers or users of adjoining or neighbouring property.

2.13 Stiletto heeled shoes must not be worn in those parts of the Premises known as the Sports Hall.

2.14 On leaving the Facilities all lights should be switched off, gas and electric appliances turned off or left safe and room doors locked and the main door to the Premises properly closed.

2.15 No pets are permitted within the Premises with the exception of Service Animals.

3. Safeguarding

3.1 Where the Activities include the supervision of minors under the age of eighteen (18) years, or vulnerable adults, the Licensee is required to adopt controls and practices to ensure the minor or vulnerable adult users are safeguarded and protected in line with all relevant statutory requirements and the latest applicable guidance while at all time being under the care of a responsible nominated adult.

3.2 Where the Licensee is responsible for organising, operating, assisting with or

supervising activities involving children or adults with additional needs or disability the Licensee must be DBS checked and shall be responsible for registering with the DBS and providing details of the same to Mary's confirming that the issue date of such DBS check is no more than 2 years previous to the Expiry Date. For the purposes of this paragraph 3.2 a "user with additional needs or disability" shall include adults or children suffering from mental or physical incapacity.

3.3 If a safeguarding incident arises involving any of the Licensee's staff, volunteers or clients and such incident could cause reputational damage to Mary's and/or St Mary's PCC, the Licensee shall inform facilities Staff about the nature of the incident, without disclosing confidential details, as soon as reasonably possible but in any event no later than 48 hours after the incident has become known to the Licensee.

4. Conditions

4.1 Mary's acceptance of a booking is conditional on Mary's being satisfied that the Activities are consistent with the below objects:

"To further or benefit the residents of Islington and neighbourhood, without distinction of sex, sexual orientation, race or of political, religious or other opinions by associating together the said residents and the local authorities, voluntary and other organisations in a common effort to advance education and to provide facilities in the interests of social welfare for recreation leisure time occupation with the objective of improving the conditions of life for the residents.

To establish or secure the establishment of a community centre/s and to maintain or manage or co-operate with any statutory authority in the maintenance and management of such a centre/s for activities promoted by the charity in furtherance of the above objects.

To develop the capacity and skills of the members of the communities of Islington and neighbouring areas that are socially and economically disadvantaged, in such a way that they are better able to identify, and help meet, their needs and to participate more fully in society."

4.2 NO Licensee is permitted to use the Premises for worship except those that are both on the list of 'Churches designated pursuant to the Church of England (Ecumenical Relations) Measure 1988' (list available) and are approved by the Vicar of St Mary's PCC

4.3 There is no parking provided for Licensees at the Premises. 4.4 The Licensee is liable for the costs of any damage, costs or expenses or other liability caused by it to the Premises, its fixtures, fittings, furnishings or equipment and the Licensee must indemnify Mary's and keep Mary's indemnified, against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from the Contract or any breach of the exercise or purported exercise of any of the rights given in paragraph 2.

4.5 The Licensee must not do anything that will or might constitute a breach of any statutory requirement affecting the Premises or that will or might wholly or partly vitiate any insurance created in respect of the Premises from time to time.

4.6 The Licensee must observe any rules and regulations that Mary's makes and notifies to the Licensee from time to time, governing the Licensee's use of the Facilities.

4.7 The Licensee must not in any way impede Mary's or its officers, servants or agents in its exercise of its rights of possession and control of the Premises and every part of the Premises.

4.8 Mary's reserves the right under any circumstances to alter or cancel booking arrangements if Mary's or St Mary PCC requires the use of the Premises.

4.9 Mary's reserves the right to terminate the Contract immediately on notice given by Mary's at any time following non-payment of any Hire Charge or any material breach by the Licensee of any of the terms contained in paragraphs 2 to 4, following any other breach of the terms of paragraphs 3 to 7, to levy a fine of £100.00 if the above responsibilities are not met. If charged this fine will be payable over and above any other applicable fees and charges e.g. cost of damage caused.

4.10 The minimum Hire Period for a Regular Hire is 1 hour.

4.11 The minimum Hire Period for a Special Event that is not a children's party is 2 hours. The minimum Hire Period for a Special Event that is a children's party is 3 hours.

4.12 Another room must be booked if the Licensee wishes to book the kitchen.

4.13 The maximum length of any Contract is twelve months; a Licensee with booking for Regular Hire therefore needs to renew its Contract and re-book its sessions annually

4.14 The benefit of this licence is personal to the Licensee and not assignable and the rights given in paragraph 2 may only be exercised by the Licensee.

4.15 The Licensee may not claim an address at the Premises for any register, index or mapping service, nor may the Licensee use the address of the Premises for correspondence.

4.16 The Licensee will be liable for the full costs of debt collection and court charges in the event that fees are not paid within the designated period.

4.17 The Licensee is responsible for ensuring any person placed in charge of an Activity is fully aware of the responsibilities regarding health and safety and the Contract.

5. Payments Cancellations & Deposits

For Special Events

5.1 The Licensee may cancel a Special Event booking by giving notice in writing to Mary's. Cancellation will be subject to the following refund policy:

5.1.1 if more than one calendar month notice is given in writing. 50% of the Hire Charge will be refunded;

5.1.2 for cancellations made less than one calendar month prior to start of the booking, no refund will be given;

5.1.3 Mary's does not accept last minute cancellations e.g. for illness, adverse weather or transport difficulties.

5.1.4 £15 will be taken from the damage deposit if tables are not left clean and a further £20 will be taken from the damage deposit if tables and chairs are not put away.

Helium Balloon canisters should not be left on our premises or left on the forecourt next to our bins. Please take them away with you and dispose at your local recycling plant. £15 will be taken from the damage deposit if left on our premises.

Your damage deposit will not be returned if damage occurs.

5.1.5 The damage deposit will be refunded during core business hours (9am - 5pm), after confirmation has been received that the facilities (including the kitchen if used)

was left tidy and undamaged by the end of the hire period and all chairs and tables used by the licensee was returned to its allocated storage space at the end of the hire.

5.2 Payment of the Hire Charge must be made in advance.

For Regular Hire

5.3 Six weeks written notice (which may only be served for bookings scheduled to occur after the end of the initial three month period) is required for the cancellation of or reduction in a Regular Hire booking (whether of one session, a reduction in the time of a session or a whole series of bookings). Mary's does not accept last minute cancellations e.g. for illness, adverse weather or transport difficulties.

5.4 All Regular Hire bookings will be ongoing and on the same days and for the same hours unless changes are agreed or a cancellation notice given. Any increase in bookings hours for a Regular Hire booking must be requested in writing by the Licensee.

5.5 Payment of the first month's Hire Charge is required upon entering into a contract. This payment is non-refundable upon cancellation. Invoices for all subsequent months will be issued in advance on the 15th day of each month (e.g. for Dec bookings an invoice will be issued on the 15th Nov). All invoices are payable within 15 days of the invoice issue date.

5.6 COVID- Specific Cancellation & Refund Terms

The above cancellation terms will be suspended and replaced with specific COVID cancellations terms and conditions in the following specific scenarios only:

5.6.1 An attendee of the Licensee's Activity at Mary's tests positive with COVID-19 AND NHS Test and Trace requires all participants of the group to self isolate.

Mary's will refund or credit the Licensee's account with the Hire Charge for the Licensee's bookings that fall within the legally required isolation period imposed on the attendees by NHS Test & Trace provided that the Licensee notifies Mary's in writing prior to the commencement of the affected bookings.

5.6.2 The UK government introduces new COVID-19 restrictions applicable to the Activity for which the Licensee hires Mary's Facilities or the UK government introduces a

comprehensive local or national lockdown.

Mary's will refund or credit the Licensee's account with the Hire Charge for the Licensee's bookings that fall within the period affected by the new restriction or lockdown.

6. Miscellaneous

6.1 The Licensee is responsible for setting up its own fire emergency procedures; this should include carrying out a regular practice for the evacuation of the Premises.

6.2 It is the responsibility of the Licensee to ensure that any food or drink brought into or prepared on the Premises is prepared and stored in accordance with good food safety practices and with applicable food safety legislation.

6.3 It is the responsibility of the Licensee to ensure that any electrical equipment brought onto the Premises by or on behalf of the Licensee complies with the Electricity at Work Regulations 1989.

6.4 Abusive behaviour by the Licensee, or any person participating in the Activities, towards Facilities Staff and other users of the Premises will result in an immediate termination of the booking.

PART B:- GYM USERS

1. Membership conditions

1.1 Members must book in for each session prior to attending the Gym. This is to be done via the membership portal on-line or by telephoning Mary's Facilities Staff. 1.2 You must bring with you your Membership card on each occasion that you visit our facilities and produce it when asked by staff. If you do not present your Membership card when asked you will be refused Membership benefits on that occasion. 1.3 Membership cards will not be valid until and unless you have had your photograph recorded on our systems; this is to prevent fraud, misuse and abuse of Membership benefits. 1.4 Where a discounted Membership is purchased such as concessionary, proof of concession is required prior to your first use and at regular intervals as required by Us. If your entitlement changes, you must notify Us. 1.5 Your Membership is non transferable. You must not allow anyone else to use your card or Membership number. If you allow your card to be used by any other person, your

Membership will be cancelled without refund of any Membership Fees or Joining Fees; no further or future applications for Membership will be accepted for a minimum of 12 months. Future eligibility for Membership will be reviewed at least annually upon request. 1.6 Should you lose your Membership card, please inform a member of Mary's Staff. We will issue you with a replacement card for which you will incur a replacement charge.

2. Membership Fees and Payment

2.1 A non refundable Joining Fee is payable on signing up to become a Member (unless waived as a promotional offer). 2.2 Gym Membership renews automatically at the start of each calendar month unless a written cancellation is received prior to the 15th Day of the previous month. Once paid, Membership fees are non refundable (Unless waived as a promotional offer) irrespective of your use of the facility. 2.3 You will need to purchase a new Membership in order to continue using the facilities if your existing Membership expires without renewal within min 90 days. Such new Memberships will attract the usual Joining Fee / Advance payment charges (for replacement Card) where applicable. 2.4 We do not operate a Partner (joint) Membership offer. 2.5 As a Monthly Prepaid Member you must pay online through our Bookings Portal prior to start of each new calendar month of membership. You will be notified two weeks in advance of your payment becoming due. 2.6 Monthly online payments are a full binding contract between Us and you and will automatically continue until you notify Us otherwise in writing prior to the 15th day of the previous month in which you want your membership to lapse. 2.7 Failure to make any due payment will result in the Membership being suspended and further admission to all relevant facilities will be denied until all outstanding payments have been made. We retain the right to recover all outstanding balances including any collection agency and court fees and charges. 2.8 Membership prices are reviewed from time to time and at least once per calendar year. If your Membership Fees are changing we will notify you at least 30 days in advance by email and/or by letter.

3. General Conditions of Gym use

Use of Mary's Gym is subject to:

3.1 Your adherence to the Gym Code of Conduct.

3.2 Availability of the exercising space (10 people may exercise at any one time in the gym) and

programs of activities. This will vary from day to day and at various times. Our programmes include exclusive sessions for women only, for children only, for people with disabilities only and for older people only as well as closure for special events and activities. You are deemed to understand that this may restrict your use from time to time and that no financial adjustment will be made to your fees.

3.3 The safe capacity of the facility.

3.4 You wear attire appropriate to both the activity and a community centre setting.

3.5 In all cases our interpretation of the Gym Code of Conduct will take precedence and the decision of the Booking/ Gym Manager or his / her nominee is final and must be respected. We may at our absolute discretion ask you to leave our facility or refuse entry.

3.6 We may sometimes need to postpone, alter, cancel or introduce new activities temporarily or permanently at any time for any reason, including in response to customer feedback and/or to withdraw equipment and/or facilities for any reason including but not limited to maintenance, repair and alteration. We will, where reasonably possible, display notices in the facility advising you of the change at least 1 week beforehand. Your Membership will generally provide you with access to more than one facility or activity which will enable you to select an alternative should your regular facility (exercise machine) become unavailable to you temporarily or permanently at any time for any reason. We will not reduce or refund any Membership Fees because of or in response to such unavailability of facilities, whether or not this is due to the programming of activities and classes but if we make a significant change you may give us notice of your intention not to renew your monthly membership.

3.7 Your health is your responsibility. Exercise carries its own risk, and you should therefore never exercise beyond your ability. If you have any doubts as to your fitness or you have any medical condition that may affect your safety through exercise, you should seek advice from your doctor, GP or other medical practitioner before partaking in the activity. Any advice given by our staff is given in good faith and should not be relied on if you have health conditions.

3.8 You are not permitted to enter the facilities or partake in activities when under the influence of alcohol or illegal drugs.

3.9 You are not permitted to bring any animals into any facility with the exception of service

animals. If you know you require the use of a service animal when applying for Membership or during your Membership term, please inform Us at that time.

3.10 You are not permitted to bring or use photographic or recording devices anywhere in our facilities, nor are you permitted to use mobile telephones for anything other than as a personal music player in the gym or exercise area.

3.11 You are not permitted to smoke anywhere on the premises or in the immediate vicinity.

3.12 Members may not be accompanied by non members unless special provision is being made for those with additional needs and with our permission.

4. Personal belongings

4.1 You may take your small personal belonging (sports bag) in the Gym with you but we accept no responsibility for the criminal activity of others and take no responsibility for the safe keeping of your personal belongings. All items brought on the premises are done so at your own risk.

4.2 You must not bring any illegal goods or consumables, toxic, polluted or contaminated goods, flammable or hazardous goods, living plants or animals, food or perishable goods or waste into the Premises.

5. Making Changes to your Membership

5.1 You should ensure that your Membership details are kept up to date by accessing your records and your information via the Membership Portal.

5.2 On becoming a member you will be asked to create a username and password to manage your account information. It is your responsibility to keep these safe. your online account can be access via the Membership Portal at www.marys.org.uk/gymlogin

5.3 Any requests for refunds will be dealt with in line with our Refund & Cancellations Policy.

6. Refunds & Cancellations Monthly Prepaid Members

6.1 You are able to cancel your Monthly Prepaid Membership, which is otherwise renewed automatically by notifying us in WRITING no later than by the 15th day of the previous month in which you want your membership to lapse.

6.2 We understand that you may wish to consider cancelling if we make significant changes to the activities and facilities covered by the Membership, which includes any price increases affecting Monthly Prepaid Memberships. Where we are unable to give you one month's prior indication of any price increase and you wish to cancel as a result of this change you may do so by giving us written notice prior to the 1st date of the new calendar month in which the new terms take effect. Your responsibility to pay Membership Fees will continue until the date immediately prior to the date on which the increase takes effect.

6.3 If you have any other queries or concerns regarding your Membership please go to <http://marys.communitybookings.co.uk/> or visit our facility.

6.4 COVID- Specific Cancellation & Refund Terms

The above cancellation terms will be suspended and replaced with specific COVID cancellations terms and conditions in the following specific scenarios only:

6.4..1 A member tests positive with COVID-19 AND NHS Test and Trace requires the member to self isolate.

Mary's will refund or credit the members account with the membership fee that fall within the legally required isolation period imposed on the attendees by NHS Test & Trace provided that the member notifies Mary's in writing prior to the commencement of the affected bookings.

6.4.2 The UK government introduces new COVID-19 restrictions applicable to gyms or

the UK government introduces a comprehensive local or national lockdown.

Mary's will refund or credit the member's account with the membership fee for the period affected by the new restriction or lockdown.

7. Suspending your Membership

7.1 We will consider suspending your Membership if you are temporarily unable or do not wish to continue participating. You must apply in writing. Memberships may at our absolute discretion be suspended for a maximum of 3 months* within a 1 year period commencing from the Membership start date.

7.2 If membership is not resumed within 3 months of the start of the suspension the Membership elapses with the consequence of a Joining Fee and other pre-payment charges becoming applicable if the individual wishes to attend the Gym again.

8. Our responsibility to you

8.1 We want you to enjoy peace of mind with your Membership and your wellbeing is of key importance. We will compensate you for any foreseeable loss or damage you may suffer if We fail to carry out our obligations under these Terms or to a reasonable standard, or if we breach any duties imposed upon Us by law (including if We or our employees, subcontractors or agents cause death or personal injury to you by our negligence) unless that failure is attributable to:

8.1.1 your own fault;

8.1.2 a third party unconnected with our provision of the facilities; or

8.1.3 events which We could not have foreseen or prevented even if We had taken all reasonable care

8.2 We shall not be liable for any damage to, loss, or theft of personal property belonging to you, (or any of your guests) at our facilities, except to the extent that any such loss, damage or theft of personal property is as a result of our negligent action or omission, in which case our liability to compensate you shall be limited to £20.

9. Your responsibility to Us

9.1 By using any facility, you are deemed to be fit and able to participate in the activity(ies) offered. If in doubt, it is your responsibility to seek advice from your GP or other medical

practitioner before using any facility or participating in any activity.

9.2 Where you are taking part in any physical activity you are responsible for monitoring your own physical condition throughout your use of our facility. In the event of any unusual symptoms occurring, you should stop and seek advice from your GP or in an emergency call 999 and speak to a member of staff.

9.3 You must use the equipment and facilities in the correct manner according to instructions and/or induction training; you must not use the same in any manner which constitutes a health and safety risk either to yourself or to others. We are not responsible for any injury or loss you suffer as a consequence of misuse of any equipment, or of any health condition that you may have (except where our negligence causes personal injury).

10. Miscellaneous

10.1 These Terms may be reviewed and/or altered at any time. We will use reasonable endeavours to inform Members of material or significant changes to the Terms as far in advance as possible with notice of any significant change such as the temporary closure of a facility or change to Membership Fees. Notices will be displayed in the facilities and notified to you using the contact details you have provided to Us as the primary method of contact for such notice.

10.2 We reserve the right to reject any application for Membership at our absolute discretion, or withdraw any Membership if you fail to comply with these Terms and/or our facility conditions. Refunds will not be given where the Member is in breach of these Terms.

10.3 Abusive behaviour by you , or any person participating in the Activities, towards Facilities Staff and other users of the Premises will result in an immediate termination of your membership.