

Baypoint Gym Membership Terms and Conditions

Baypoint Sports CIC Company number 12304388

Baypoint Sports Club, Ramsgate Road, Sandwich, Kent, CT13 9QL

hello@baypoint-club.co.uk | 01304 613022

These terms form your membership agreement with Baypoint Sports CIC. Your Membership Confirmation sets out your price, start date, payment frequency, minimum term and the facilities included. Please read both documents before joining.

Important membership information

- Unless your Membership Confirmation says otherwise, the initial minimum term is 12 months.
- Monthly payments during that term are instalments under the agreement, not a monthly rolling membership.
- You may give 30 days' notice during month 11 so the membership ends after month 12.
- Access is through the Baypoint member app. We do not issue membership cards.
- After written notice, overdue accounts may be referred for recovery and lawful, proportionate third-party costs actually incurred may be added.

1 Your agreement

- 1.1** Baypoint, we, us and our mean Baypoint Sports CIC. You and member mean the person named in the Membership Confirmation. A parent or legal guardian must enter into the agreement for a member under 18 and is responsible for the contract and payments.
- 1.2** Your agreement consists of these terms, your Membership Confirmation and the reasonable Club Rules made available through the app, website or reception. Your Membership Confirmation takes priority on price, dates, membership type and included facilities.
- 1.3** Membership is personal to you and may not be sold, transferred or shared. You must give us accurate contact, payment and health-screening information and keep it up to date.
- 1.4** We may refuse a membership application for a lawful and reasonable reason, including safety, serious previous misconduct or unpaid sums owed to Baypoint.

2 Membership term

- 2.1** Your membership starts on the date in your Membership Confirmation. Unless it says otherwise, the initial minimum term is 12 months.
- 2.2** If you pay monthly, each payment is an instalment due under the initial minimum term. After that term, the membership continues monthly until cancelled under section 3.
- 2.3** An annual prepaid membership ends on its stated end date unless you expressly agree to renew it.
- 2.4** You must complete any required induction or health questionnaire before using restricted equipment or activities.

3 Cancellation

- 3.1** If you join online, by telephone or away from Baypoint's premises, you normally have 14 days from the day after the agreement is made to cancel without giving a reason. If you asked us to start the membership immediately, we may deduct a proportionate amount for access already provided where the law allows.

- 3.2** You may give cancellation notice through the app where that function is available, by emailing hello@baypoint-club.co.uk or in writing at reception. We will acknowledge your request and confirm the end date and final payment.
- 3.3** You may give notice at any time, but membership cannot end before the last day of the initial minimum term unless clause 3.4 or another legal right applies. We require at least 30 days' notice, which may be given during month 11 to end after month 12. After the initial term, the same 30-day notice period applies.
- 3.4** We will consider early cancellation where continued membership has become unreasonable because of serious illness or injury, pregnancy, moving home so travel to Baypoint is no longer reasonable, redundancy or a substantial and lasting reduction in income. We may request reasonable evidence. Approved cancellation normally takes effect after 30 days' notice, with fees payable to that date and no separate early-cancellation penalty.
- 3.5** Cancelling a Direct Debit or deleting the app does not cancel the membership agreement.

4 Suspension and membership changes

- 4.1** You may request a temporary suspension for physical or mental illness, injury, pregnancy or another exceptional circumstance accepted by Baypoint. We may ask for reasonable supporting evidence.
- 4.2** Suspension is normally for at least three consecutive months and costs £5 per month. You cannot use membership facilities while suspended. A suspension during the initial term extends that term by the suspension period, and normal payments resume when it ends.
- 4.3** We will confirm the price before an upgrade takes effect. Downgrades are not normally available during the initial term and may be requested on 30 days' notice after it ends.
- 4.4** We will not increase your recurring price during the initial minimum term unless you agree to an upgrade or the change is required by law. After that term, we may change the price by giving at least 30 days' written notice and allowing you to cancel before the increase takes effect.
- 4.5** We may make reasonable changes to facilities, opening times, Club Rules or these terms for safety, legal, technical or operational reasons. If a material change significantly reduces the main membership benefits or disadvantages you, we will normally give at least 30 days' notice and explain any right to cancel.

5 Payments and debt recovery

- 5.1** Membership fees and agreed charges are payable on the dates shown in your Membership Confirmation. You must maintain a valid payment method.
- 5.2** If a payment fails, we will contact you and ask you to pay by another method within seven calendar days. We may make a reasonable retry where the payment instruction allows.
- 5.3** If payment remains overdue, we may suspend app access and use of the facilities. A payment-related suspension does not pause the agreement or remove the obligation to pay.
- 5.4** Before referring an account to a third party, we will send a further written notice stating the amount due, how to pay or dispute it, and the deadline for avoiding referral.
- 5.5** If the account remains unpaid, we may use a debt collection agency, instruct solicitors or begin court proceedings. You will be responsible for reasonable third-party recovery costs that Baypoint actually incurs because of the default, but only where they are lawful, proportionate and recoverable under consumer law. Court fees and legal costs or interest may be added where awarded. We will not impose a penalty or recover the same loss twice.
- 5.6** Tell us promptly if you dispute an amount. We will review a genuine dispute and provide a breakdown before continuing collection where appropriate.

- 5.7** Persistent non-payment may result in termination. Amounts already due remain payable. Any claim relating to the remaining minimum term will be limited to the loss Baypoint may lawfully recover after taking reasonable steps to reduce that loss.

6 Access through the app

- 6.1** Membership access is provided through the Baypoint member app. We do not issue membership cards.
- 6.2** Keep your login and digital access code secure. You must not share your account or access code, provide screenshots, allow another person to use your account or admit an unauthorised person.
- 6.3** We may use a profile photograph or request reasonable identification to confirm that the person entering is the member.
- 6.4** If your phone is lost or unavailable, or the app or entry system has a fault, contact reception so we can verify your identity and provide a reasonable alternative where possible. If a disability or lack of a compatible device prevents you from using the app, contact us to discuss a suitable access arrangement.
- 6.5** We may temporarily disable app access where we reasonably suspect misuse, fraud, a security risk, unpaid fees or a serious breach of these terms.

7 Using Baypoint

- 7.1** Members and guests must follow reasonable staff instructions, displayed safety information and the Club Rules. This includes behaving respectfully, wearing suitable clothing and footwear, and using equipment safely.
- 7.2** A person who is abusive, threatening, discriminatory, aggressive, intoxicated or creating a safety risk may be refused entry or asked to leave. Serious or repeated breaches may lead to suspension or termination under section 10.
- 7.3** You are responsible for considering whether an activity is suitable for your health and ability, completing required health screening honestly, seeking medical advice where appropriate and stopping if you feel unwell.
- 7.4** Photography or recording is prohibited in changing rooms, toilets, treatment areas and spa areas. You must not photograph or record another person elsewhere without their consent.
- 7.5** Lockers are for use during each visit. Please secure your belongings and avoid bringing valuables. Our responsibility for loss or damage is set out in section 12.

8 Junior members

- 8.1** Members under 16 must be supervised by a responsible adult unless they are attending a designated session supervised by authorised Baypoint staff.
- 8.2** The general gym and suitable classes are available from age 14 with the required supervision and age-appropriate equipment restrictions. Designated junior gym sessions may be available from age 11 under their published rules.
- 8.3** Members under 16 may not use the spa or sauna. Full adult membership fees normally apply from age 16 unless a different price is confirmed. Racquet facilities remain subject to general supervision and safety rules.

9 Opening times bookings and closures

- 9.1** Current opening times, timetables and booking arrangements are displayed through the app, website or reception. Access to a particular class, court, item of equipment or instructor is not guaranteed unless expressly included or booked.

- 9.2** Facilities may be temporarily unavailable for cleaning, maintenance, repairs, events, emergencies or circumstances outside our reasonable control. We will try to minimise disruption and give notice where reasonably possible.
- 9.3** Short or limited closures do not normally qualify for a refund. If a prolonged closure or material reduction significantly affects use of the main membership facilities, we will consider a proportionate credit, suspension, extension or right to cancel, taking account of the circumstances and your consumer rights.

10 Suspension or termination by Baypoint

- 10.1** We may issue a warning, suspend access or terminate membership where a member breaches these terms or the Club Rules. Our response will be reasonable and proportionate to the seriousness and frequency of the breach.
- 10.2** We may suspend access immediately while investigating a serious safety, safeguarding, violence, harassment, fraud, app misuse or illegal-activity concern. For a breach that can reasonably be corrected, we will normally explain the concern and allow a reasonable opportunity to put it right.
- 10.3** If we terminate for a member's serious or repeated breach, amounts already due remain payable and we may retain only any lawful and proportionate part of a prepayment. If we end membership for reasons that are not the member's fault, we will refund prepaid fees covering the period after it ends.
- 10.4** A member may ask management to review a suspension or termination through the complaints process.

11 Personal information

- 11.1** We process personal information under the UK GDPR, the Data Protection Act 2018 and our Privacy Notice. This may include membership, contact and payment details, app access records, a profile photograph, relevant health information and incident or complaint records.
- 11.2** Where there is a lawful reason, we may share relevant information with app and payment providers, professional advisers, insurers, regulators, safeguarding or emergency services, debt collection agencies and courts. The Privacy Notice explains how information is used and the rights available to you.

12 Liability and general terms

- 12.1** Nothing in these terms excludes or limits Baypoint's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, breach of statutory rights, or any liability that cannot lawfully be excluded.
- 12.2** We are not responsible for loss or damage that was not reasonably foreseeable, was caused by a member's breach, or could not reasonably have been avoided by Baypoint. We are not responsible for unattended or unsecured belongings except where loss or damage was caused by Baypoint's negligence or another liability that cannot be excluded.
- 12.3** Complaints may be sent to hello@baypoint-club.co.uk or delivered in writing to Baypoint Sports Club, Ramsgate Road, Sandwich, Kent, CT13 9QL.
- 12.4** We may transfer this agreement as part of a genuine transfer of the Baypoint business or membership operation, provided this does not materially reduce your rights. You may not transfer it without our written consent.
- 12.5** If a court finds part of these terms unlawful or unenforceable, the remaining terms will continue so far as possible. These terms are governed by the law of England and Wales, without limiting any mandatory consumer right to bring proceedings elsewhere.
- 12.6** Nothing in these terms affects your statutory consumer rights.