



SERENITY FITNESS TERMS & CONDITIONS

Agreement administered by Serenity Fitness Ltd "Serenity" - 07401189931 / serenityfitnessgym@gmail.com / Unit 4 Restoration House, Norham Road, North Tyneside NE29 7TN / Registered in England No. 12790386

PRINCIPAL TERMS

1. This agreement commences once you have purchased a membership via bank transfer, GoCardless or the Serenity app.
2. Your Membership starts the day after any trial period at Serenity.
3. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen.
4. You are asked to reserve your classes via the Serenity app, instructions at <https://www.serenity-fitness.co.uk/members-suite> or directly to the app at <http://wix.to/mjFPq6E?ref=mam>.
5. Photographs and videos may be taken at the gym by instructors. Consent is assumed for use of imagery for content.
6. You agree to comply with the Rules of Membership which are displayed prominently by Serenity and relate to opening hours, use of facilities and your conduct. Serenity may make reasonable changes to these Rules at any time provided Serenity gives you reasonable advance notice of the change.
7. If Serenity takes no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.
8. Serenity will do their best to resolve any disputes over this agreement. If you wish to take court proceedings against us, you must do so within the United Kingdom. Relevant UK law will apply.
9. If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.
10. Serenity may terminate this agreement with immediate effect on notice to you if you are in breach of Serenity Rules (i.e. stealing or other criminal activities within the facility). In this event you will not be liable to pay any further Payments, provided such breach is not deemed by Serenity to have occurred primarily in order to qualify you for a refund.
11. Serenity may choose to change the terms from time to time and not need to give notice ahead of implementation..

MEMBERSHIP SPECIFIC FEES AND CHARGES

12. The Joining Fee / Initial Payment is due from you to Serenity, is payable immediately and is not refundable other than due to cancellation under the Principal Terms above or in the event of breach or negligence by Serenity.

PAY AS YOU GO (FITNESS OR PILATES)

13. You are obliged to pay at the point of booking class.
14. Classes are to be paid in advance of attending classes.
15. Classes cancelled within 12 hours of class time or not attended will result in no refund of class booking fee.
16. If the booking was for 'Reformer & Rugrats' or 'Tabatas & Tots' to attend with a child and notice was given within the allotted cancellation fee window that class would be missed class credit will be issued.
17. To waive the cancellation fee draft a Google review at <https://g.page/r/CXFM0J1cl668EB0/review> or promote and tag Serenity Fitness on social media.
18. No refunds given.
19. Book space via the Serenity app.

10 CLASS PASS (FITNESS OR PILATES)

20. You are entitled to ten fitness or Pilates classes within the three months of purchase.
21. Classes not used within the time will be lost.
22. Classes cancelled within 12 hours of class time or not attended will result in a class credit being deducted from your pass balance.
23. If the booking was for 'Reformer & Rugrats' or 'Tabatas & Tots' to attend with a child and notice was given within the allotted cancellation fee window that class would be missed class credit will be issued.
24. To waive the cancellation fee draft a Google review at <https://g.page/r/CXFM0J1cl668EB0/review> or promote and tag Serenity Fitness on social media.
25. No refunds given.
26. Book space via the Serenity app.

10 CLASS PASS (FITNESS AND PILATES)

27. You are entitled to a mixture of fitness and Pilates classes.
28. Ten classes are to be used within the three months of purchase.
29. Classes not used within the time will be lost.

30. Classes cancelled within 12 hours of class time or not attended will result in a class credit being deducted from your pass balance.
31. If the booking was for 'Reformer & Rugrats' or 'Tabatas & Tots' to attend with a child and notice was given within the allotted cancellation fee window that class would be missed class credit will be issued.
32. To waive the cancellation fee draft a Google review at <https://g.page/r/CXFM0J1cl668EB0/review> or promote and tag Serenity Fitness on social media.
33. No refunds given.
34. Book space via the Serenity app.

12 WEEK PASS - FITNESS

35. You are entitled to unlimited fitness classes.
36. Valid for 12 weeks from the day of purchase.
37. No refunds given.
38. Book space via the Serenity app.

12 WEEK PASS - PILATES

39. You are entitled to up to 36 Pilates classes.
40. Valid for 12 weeks from the day of purchase.
41. Classes cancelled within 12 hours of class time or not attended will result in a class credit being deducted from your pass balance.
42. If the booking was for 'Reformer & Rugrats' to attend with a child and notice was given within the allotted cancellation fee window that class would be missed class credit will be issued.
43. To waive the cancellation fee draft a Google review at <https://g.page/r/CXFM0J1cl668EB0/review> or promote and tag Serenity Fitness on social media.
44. No refunds given.
45. Book space via the Serenity app.

12 WEEK PASS - FITNESS AND PILATES

46. You are entitled to unlimited fitness and up to 36 Pilates classes.
47. Valid for 12 weeks from the day of purchase.
48. Pilates classes cancelled within 12 hours of class time or not attended will result in a class credit being deducted from your pass balance.
49. If the booking was for 'Reformer & Rugrats' to attend with a child and notice was given within the allotted cancellation fee window that class would be missed class credit will be issued.
50. To waive the cancellation fee draft a Google review at <https://g.page/r/CXFM0J1cl668EB0/review> or promote and tag Serenity Fitness on social media.
51. No refunds given.
52. Book space via the Serenity app.

MONTHLY - FITNESS

53. You are entitled to unlimited fitness classes.
54. One monthly rolling contract commencing from the day of purchase.
55. No refunds given.
56. Book space via the Serenity app.

MONTHLY - PILATES

57. You are entitled to up to 12 Pilates classes per month.
58. One monthly rolling contract commencing from the day of purchase.
59. Contract cancellation applies
60. Classes cancelled within 12 hours of class time or not attended will result in a class credit being deducted from your pass balance.
61. If the booking was for 'Reformer & Rugrats' to attend with a child and notice was given within the allotted cancellation fee window that class would be missed class credit will be issued.
62. To waive the cancellation fee draft a Google review at <https://g.page/r/CXFM0J1cl668EB0/review> or promote and tag Serenity Fitness on social media.
63. No refunds given.
64. Book space via the Serenity app.

MONTHLY - FITNESS AND PILATES

65. You are entitled to unlimited fitness and up to 12 Pilates classes per month.
66. One monthly rolling contract commencing from the day of purchase.
67. Contract cancellation applies
68. Pilates classes cancelled within 12 hours of class time or not attended will result in a class credit being deducted from your pass balance.
69. If the booking was for 'Reformer & Rugrats' or 'Tabatas & Tots' to attend with a child and notice was given within the allotted cancellation fee window that class would be missed class credit will be issued.

70. To waive the cancellation fee draft a Google review at <https://g.page/r/CXFM0J1cl668EB0/review> or promote and tag Serenity Fitness on social media.
71. No refunds given.
72. Book space via the Serenity app.

MONTHLY PAYMENT

73. You authorise Serenity to withdraw the recurring Membership Agreement Fee using the payment information provided upon its due date and without requiring any further consent.
74. Payment dates to be agreed by both parties.
75. You are obligated to make the Minimum No. of Membership Agreement Fee Payments stated within the 'Serenity Fitness Gym Membership Agreement'.
76. You are obligated to make every Membership Agreement Fee Payment regardless of non-attendance, except where the cancellation terms below (or under the Principal Terms) are met.
77. If you fail to pay any amount due under this agreement for a period of more than thirty days, then we may pass the debt to a third-party company for collection. The reasonable and direct costs incurred in employing the third-party company will be borne by you including costs in tracing you if you have changed your address without telling us.
78. You agree to advise Serenity promptly of any change to the Members Details provided.
79. Once you have completed the Minimum No. Of Membership Agreement Fee Payments Serenity will automatically continue to collect a recurring Membership Agreement Fee Payment. Your membership will be extended by one Renewal Period at a time. Please note if your membership included the benefit of a free period then Serenity will stop making collections during that free period and recommence making collections on the renewal date.
80. Where applicable, upon termination of Serenity Jiu Jitsu Services Ltd (12938076) membership the Serenity discounted rates will terminate, and your Serenity fee will be automatically renewed at the current recurring Membership Agreement Fee Payments Amount.
81. You may terminate the Automatic Renewal Agreement for convenience by sending Serenity a written notice by way of registered text, mail or email, with confirmation of receipt option. In the event of such termination, the Client shall pay Serenity one times the Membership Agreement Fee Payment. In this time you may continue to attend classes.
82. Failure to inform Serenity of termination in the Automatic Renewal Agreement will result in future booked classes being cancelled.
83. The Membership Agreement Fee Payment will be waived for:
 - a. Relocation: This agreement can be cancelled in the event that your new permanent address is more than 15 miles away from the facility upon receipt of a copy utility bill or bank statement showing the new address.
 - b. Long term (over 3 month) illness or injury: This agreement may be cancelled in the event of an illness, injury, or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided.
 - c. Redundancy: This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood.
 - d. Pregnancy: This agreement can be cancelled if you become pregnant upon the appropriate written proof being given.
 - e. Please note – ANY Cancellation for the above reasons will not be affected until the appropriate proof is provided and received (in writing or via email) by Serenity.
84. Breach: This agreement can be cancelled if Serenity is in breach of contract including if Serenity does not provide facilities or services, you may reasonably expect, and Serenity has fallen well below that standard.
85. Temporary Illness or Injury: This agreement may be frozen in the event of a temporary illness, injury, or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for a period of time.
86. Please note – ANY Freeze will not be affected until the appropriate proof is provided and received (in writing or via email) by Serenity.
87. Please note – A freeze period does not affect the Minimum No. of Membership Agreement Fee Payments you are due to make and any payments remaining at the time of the freeze will remain due and recommence once the freeze period has completed.