



## MONTHLY PAYMENT TERMS AND CONDITIONS

**This is a legally binding agreement between Genesis Gym Marlow and yourself. You have agreed that your tuition fees will be paid to Genesis Gym Marlow and will begin on the agreed payment date using the agreed payment method.**

1. We have agreed to teach the client(s) and you have agreed to pay to pay Genesis Gym the tuition fees.
2. We may amend tuition fees from time to time. You will be notified in writing at least 10 days prior to any such change.
3. Tuition fees are due to be debited by monthly autopay from your account from the agreement date. If a client fails to attend a class the tuition fee remains payable and no refund will be given in respect of any tuition fees relating to classes that a client has not attended.
4. All clients must renew their Martial Arts licence on a yearly basis. This will be charged yearly to your account on your agreed payment date.
5. If a client suffers a temporary injury or illness which a Doctor or other appropriate medical practitioner certify as meaning that the client is unable to take part in tuition, fees for that client will be suspended for a maximum of 3 months on the date that appropriate certification is received.
6. If you fail to pay any tuition fees or other fees relevant to the payment date Genesis Gym will request for payment to be made as soon as possible before the agreement gets cancelled. Genesis Gym may only cancel this agreement by giving you not less than one full calendar month's notice of the intention to cancel. This means that once Genesis Gym has given you the cancellation notice you will remain liable to pay tuition fees for the calendar month in which notice is given and for the next calendar month.
7. Any communication regarding membership status must be sent by email to Genesis Gym Reception. Details below.

### CANCELLATION

1. After the three month initial period this agreement can be cancelled by giving Genesis Gym one full calendar month's notice. This means that once you have given a cancellation notice you will remain liable to pay the tuition fees for the month in which notice is given and for the next following calendar month.
2. If a client dies this agreement will be cancelled on the date of death, and subject to Genesis Gym being notified of such death you will not be liable to pay for any tuition fees following the date of death.
3. If a client suffers permanent injury or illness which a Doctor or other appropriate medical practitioner certifies as meaning the client is permanently unable to take part in the tuition this agreement will be cancelled on the date that the appropriate certification is received by Genesis Gym and you will not be liable to pay any tuition fees following such cancellation date.

### PRIVACY NOTICE

1. In order to receive our services, we use the information recorded in this agreement together with additional personal information gathered directly from you the client from time to time. This personal information is stored within an online management portal which is operated and administered by Genesis Gym using Mindbody. This makes us a Data Controller of personal information belonging to you the client. If you choose to opt in to receive updates from us, we will also use your personal data to inform you of other services and events which you the client may be interested in.
2. Genesis Gym collect and process payments for the tuition fees via AutoPay using Mindbody. Genesis Gym gather and use the information recorded within this agreement to create a record on the Mindbody system that identifies you and (where different) the client. This information is collected for the purposes of setting up, collecting and administering the autopay. This also makes Genesis Gym a Data Controller of your personal information.
3. If you have any questions regarding how Genesis Gym or Mindbody handle your personal data, or, if you wish to exercise your legal rights in respect of the personal data we hold, then please contact us directly using the contact details set out in this agreement. Further information on how we handle personal data can be found within the Privacy Policies on the Mindbody website.

Genesis Gym Ltd - Phone: 01628 484828 Email: [Reception@Genesis-Gym.com](mailto:Reception@Genesis-Gym.com) Web: [www.Genesis-Gym.com](http://www.Genesis-Gym.com)