



Marina Personal Training By Direct Debit Terms & Conditions

Marina Health & Leisure is operated by Marina Court Investments Limited (hereafter referred to as the "MCIL"), registered in Guernsey under company number 47830 and (hereafter referred to as the "Club"). The Club's premises are situated at Marina Court, Gategny Esplanade, St Peter Port, Guernsey GY1 1WP ("Premises").

When completing the appropriate Personal Training by Direct Debit Subscription Agreement (hereinafter referred to as "PT by DD Subscription"), the member (hereinafter referred to as the "Member") wishes to purchase a Personal Training by Direct Debit Subscription highlighted on their agreement form in addition to their membership subscription at the Club.

The Member agrees to the Terms and Conditions to the selected PT by DD Subscription(s) and the Club Terms and Conditions of Membership available at reception or on the Club's website – www.Marina.gg.

General Terms and Conditions

1. In return for a member paying a subscription as set out in this Personal Training by Direct Debit subscription agreement form, a member may benefit from their chosen subscription(s) throughout the duration of their membership agreement.
2. The payment of the subscription shall not entitle the member to the use any other PT by DD subscription(s) other than those identified and paid for within this PT by DD subscription agreement form.
3. To ensure your Direct Debit starts by the 1st of the following month, you will need to have signed and submitted this Personal Training by Direct Debit Agreement Form by 25th of the current month.
4. Payment must be made monthly by Direct Debit with a valid and active Direct Debit at the Club.
5. The member's commitment shall be for an initial period of 3 months from the first of the month following the date of the commencement of the agreement.
6. Until the initial period of 3 months has lapsed the member shall not be entitled to terminate the commitment to pay monthly subscriptions in accordance with clause 5 above.
7. All members are liable to pay all subscriptions irrespective of actual usage of the facilities or PT by DD subscription(s). Should a payment fail at any time, the Club reserves the right to immediately cancel the chosen member's PT by DD subscription(s) and recover all costs. Such decision is at the Club's absolute discretion and in accordance with the Club's Terms and Conditions.
8. In the event of a PT by DD subscription lapsing for more than one month the member may incur an administration charge of £25 and have to reapply for the PT by DD subscription, which will be subject to availability at that time.
9. The member may terminate the commitment to pay subscriptions for their chosen PT by DD for the following month after the first full three months of the commencement of the agreement upon giving the Club notice of at least 15 days prior to end of the month.
10. If you have completed 3 full months of PT by DD and you choose to cancel PT by DD subscription you must put this in writing to the Club. This may be by email or letter and addressed to the Senior Wellness Manager.
11. All sessions must be used within the calendar month. Any sessions not used within the calendar month will be lost and will not be carried over into the subsequent months. Exceptions may apply for the following reasons:
 - a. Pregnancy
 - b. Serious Illness
 - c. Serious Injury

In these situations you may request to extend Personal Training Sessions validity date, for between 1 month and 6 full calendar months, by providing written notice and valid proof of your

circumstances from a medical professional. This may be by email or letter and addressed to the Senior Wellness Manager. The final decision is at the Club's absolute discretion.

12. Top-up sessions for PT by DD clients are available at any time, and can only be purchased by those members committed to the PT by DD subscription. These sessions must be used within the calendar month. Any Top up sessions not used within the calendar month will be lost and will not be carried over into the subsequent months.
13. PT by DD payments can only be collected from the same bank account that your current membership subscription is collected from. The payment will be shown on your bank statement as one combined total of PT by DD and Membership Subscription fees.
14. Payments will be collected on, or immediately after, 1st of each month.
15. You are required to provide a minimum of 24 hours' notice of any cancellation of sessions. This can be made directly at the Club. Failure to provide a minimum of 24 hours' notice you result in the loss of that session and no refund will be given.
16. If you have completed 3 full months of PT by DD you can request to freeze the subscription for a total of 3 months in any one calendar year. This request may be by email or letter and addressed to the Senior Wellness Manager. The final decision on your freeze request is at the Club's absolute discretion.
17. Should your PT by DD subscription's freeze be agreed you will not be charged for this during the agreed period.
18. After any pre-agreed freeze period has been completed your PT by DD subscription will recommence on a rolling monthly basis without any binding period. Your PT by DD subscription rate will recommence as normal.
19. If you are late for your session then your session will be reduced in accordance with that time. If you are more than 25 minutes late, your Personal Trainer will cancel the session and you will lose that session. In this circumstance, no refund will be made.
20. Your assigned Personal Trainer leaving the company is not a valid reason to refund your PT by DD subscription. The Club will provide you with a new Personal Trainer so that you can continue your sessions as normal.
21. The member acknowledges that MCIL obligations and liabilities in respect of Marina Health & Leisure Club are defined in this agreement and/or within the Terms and Conditions of Membership available on the Club's notice board and website.
22. The Club reserves the right to amend or replace these PT by DD subscription, the rules relating to these PT by DD subscription and/or the membership terms and conditions at any time and without notice.
23. The Club reserves the right to amend the subscription charge for any PT by DD subscriptions at any time and without notice.
24. PT by DD subscriptions are non-refundable and non-transferrable.
25. The member confirms that he/she is 16 years of age or over and that, having understood the terms of this contract, and the Terms and Conditions of Membership, agrees to abide by them.
26. The submission of an application signed by a member and the acceptance of the initial subscription by MCIL shall constitute a legally binding agreement between the member and MCIL. Once agreed, the parties agree to be bound by the terms hereof and the Club Terms and Conditions of Membership, which are available on request or from the website – www.marina.gg.
27. Each member accepts that they enter into any activity at the Club and use the facilities at the Club and the equipment of the Club entirely at their own risk. Each member further accepts that in the absence of negligence on the part of the Club they will hold harmless the Club, its health and fitness specialists, instructors or employees, Directors, servants or agents (including any independent contractors) from all damages, claims or liabilities resulting from, but not limited to, injury or death incurred, or arising from any activity undertaken at the Club premises. See T&C's.
28. Your data is held in accordance with our privacy notice which is available at <http://www.marina.gg/privacy-notice/>.