

BPM INDOOR CYCLING INC. dba. BPM FITNESS CENTRE TERMS AND CONDITIONS

By using the services and facilities of BPM Indoor Cycling Inc. dba. BPM Fitness Centre (“BPM”) you are agreeing to be bound by the following terms and conditions:

WAIVER

- You must review and sign BPM’s prescribed form of liability release and waiver before attending any class, event or personal training session
- The waiver can be signed online or at BPM
- If you are under 19 years of age, the waiver must be co-signed by your parent/guardian at one of BPM’s studios
- If you are under 12 years of age, the waiver must be co-signed by your parent/guardian who also must remain on-site during your class

ETIQUETTE

- BPM urges you to avoid bringing valuables into the studio
- BPM shall not be liable for the loss of, theft of, or damage to my personal property, including items left in lockers, bathrooms, change rooms, or anywhere else in the studio
- I acknowledge that no portion of any fees paid by me is in consideration for the safeguarding of valuables
- I agree to abide by BPM’s etiquette guidelines found on BPM’s website (www.bpmvictoria.com). BPM reserves the right to deny access to its facilities to any person deemed to be acting in an inappropriate or unsafe manner

PAYMENT OPTIONS

- We accept cash and credit card at our studio. If you wish to make payment online, you may do so by credit card
- For personal training packages as well as 1 and 2 year unlimited memberships, monthly pre-authorized payments will be withdrawn from your bank account or charged to your credit card on file
- In the event that any payments are declined, a \$30.00 service charge will be applied to your membership account in addition to your membership fees

BOOKING POLICY

- Each class will have a maximum number of participants as determined by BPM. You can book a class anytime up to 15 minutes before the class start time. Reserving your class online is the easiest and most convenient way to make sure you get into the class you want to attend
- Please arrive 15 minutes before class. Class **cut-off is 5 minutes prior to class**. If you do not arrive before the cut off you will not be permitted to attend the class
- Drop-in clients are welcome and will be given a spot if the class is not full. If the class is full, the drop-in client will be given a spot in class 5 minutes before it begins if other clients have not shown up

WAITLIST POLICY

- We offer ten (10) spots on our waitlist
- You will receive an email or text from BPM up to one (1) hour prior to the class start time. If you're on the waitlist but cannot make the class, you are responsible for removing yourself from the waitlist. It is your responsibility to check your email and text if you have been wait-listed to avoid

a no-show or late cancellation class charge. If you fail to remove yourself from the waitlist and are eligible to attend the class but fail to do so, you will be charged a no-show or late cancellation class charge.

- You may also call the studio to check your wait-list status if you do not have access to your email.

CLASS CANCELLATION & NO SHOW POLICY

- **A 12-hour notice is required for cancellation of any class**
- **A 24-hour notice is required for cancellation of any personal training sessions**
- All class reservations made within the 12 hours of a class start time will count as a class attended
- All personal training bookings made within the 24 hours of a session start time will count as a session attended
- If you are unable to cancel within the cancellation window, or no show, your account will be charged as if you had taken the class or attended the session.
- **If you have an unlimited membership, an \$18 plus GST late cancellation/no show fee will be charged to your account**

MEMBERSHIP/PERSONAL TRAINING CANCELLATION POLICY

- If you cancel an unlimited membership, a cancellation fee will be charged
- The unlimited membership cancellation fee is equal to the balance owing under the term of your membership at the time of cancellation. For instance, if you have signed up for a one-year unlimited term and you cancel your membership during the third month, you will be required to pay the balance owing for the remaining nine months
- If you cancel a personal training package, a cancellation fee will be charged
- The personal training cancellation fee is equal to the balance owing under the term of your package at the time of cancellation
- You may cancel your membership or package without penalty or further obligation to pay in the following circumstances:
 - If upon proof of government address change with over 1 month notice, you move your residence more than thirty (30) kilometers away from BPM's studios; or
 - If upon a doctor's note, you cannot physically or medically participate in the services offered by BPM due to physical or medical disability for a period in excess of six (6) months. Prior to the expiration of the six (6) month period from the commencement of the illness or disability, you may transfer your membership to an immediate family member (parent, sibling or spouse) upon the prior written approval of the studio manager; however, such request must be accompanied by a doctor's note.

EXPIRATION DATES

- All punch card memberships have a 12-month expiration date from the first date of use. All other memberships expire at the end of the designated term.
- All personal training packages expire at the end of the designated term or if not designated term, expire 3 months from the date of first use.
- Class passes can be shared between immediate family members (parent, sibling or spouse) with prior approval from BPM Management. Personal training cannot be shared.

REFUNDS

- All BPM sales are final. BPM Indoor Cycling Inc. has a no-refund policy for any online and in-studio purchases including but not limited to memberships, punch cards, event tickets, specials, and merchandise.

LINKS TO 3RD PARTY WEBSITE

- The BPM website, www.bpmvictoria.com, may contain links to 3rd party websites that are not owned or controlled by BPM. BPM does not accept any responsibility for the content or practices of the 3rd party websites.