

**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 are required to review and sign BPM’s prescribed form of [liability release and waiver](#) before attending any class, event or personal training session
- You agree that you have signed the waiver
- If you are under 19 years of age, the waiver must be co-signed by your parent/guardian at BPM
- 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 or session

**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 personal property, including items left in lockers, bathrooms, change rooms, parking lot or anywhere else in or around BPM
- You acknowledge that no portion of any fees paid are in consideration for the safeguarding of valuables
- You agree to abide by BPM’s etiquette guidelines found on the [website](#) in addition to any other verbal or written etiquette guidelines provided by BPM
- BPM reserves the right to deny access to any person deemed to be acting in an inappropriate or unsafe manner

**PAYMENT OPTIONS:**

- All members require a credit card on file for membership payments, personal training payments, late cancellation fees, account balances, and incidentals
- Monthly membership dues must be paid by credit card only
- BPM accepts cash, debit, or credit for the purchase of any products
- In the event that any payments are declined, a \$30.00 returned payment fee will be applied to your account and due immediately
- All negative account balances must be settled before attending any classes
- Negative account balances in excess of 30-days from notification will be sent to collections

**BOOKING POLICY:**

- BPM classes have a maximum number of participants as determined by BPM based on covid safety protocols and spacing considerations
- You can book a class anytime up to 5 minutes before the class start time
- All classes must be booked in advance, no walk-ins permitted
- All participants should do their best to arrive 5-minutes prior to class start time
- Any participants arriving within 5-minutes of class time are subject to being denied entry

**PRIVACY POLICY:**

- By using the services and facilities of BPM Indoor Cycling Inc. dba. BPM Fitness Centre (“BPM”) you are agreeing to BPM’s [Privacy Policy found here.](#)

**SICK POLICY:**

- If you are sick, feeling ill, or experiencing any symptoms of COVID-19 please refrain from entering our facilities. Go home and self-isolate for 14-days if required
- Anyone experiencing symptoms of COVID-19, with prior notice, will be exempt from the late cancellation fee

**WAITLIST POLICY:**

- BPM offers a maximum ten (10) spots on our waitlist for each class
- You will receive an email or text from BPM up to one (1) hour prior to the class start time
- If you are 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 waitlisted 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 waitlist status

**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 session**
- 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 a late cancellation fee of \$21 plus GST
- This late cancellation fee applies if you have an unlimited membership or punch-card

**CANCELLATION & RATE POLICY:**

- The FC Monthly Unlimited Membership requires a minimum obligation of 3-months and continues month-to-month thereafter at the current monthly unlimited rate
- If unused, the member can terminate the FC Monthly Unlimited Membership within 10 days of purchase
- After the 3-month obligation, you can cancel or suspend your membership with 30-days written notice
- FC Monthly Unlimited Memberships, Personal Training, and Group Training can be cancelled at any-time less 30% of dues:
  - If they have a physical, medical, or mental disability substantiated in writing by a medical practitioner or nurse practitioner, showing that the Member's continued participation is unreasonable because of the Member's condition or is likely to endanger the Member's health.
  - Or if the Member moves over 30KM away from BPM for the remainder of the 3-month minimum term
- There are no refunds for paid in full packages, memberships, training, or products purchased from BPM

**EXPIRATION DATES:**

- Punch-cards have a 12-month expiration date unless otherwise indicated on BPM's [pricing](#) page
- Newbie specials have a 1-month expiration date unless otherwise indicated on BPM's [pricing](#) page
- All personal training packages expire at the end of the designated term as indicated on the Training Agreement. If this term is not designated, the personal training package will expire 3-months after the purchase date
- Punch-cards, specials, memberships, personal training or any other service offered by BPM cannot be shared without approval from BPM management

**REFUNDS:**

- All BPM sales are final subject to BPM's Cancellation & Rate Policy above

**LINKS TO 3<sup>RD</sup> PARTY WEBSITE**

- The BPM website, [www.bpmvictoria.com](http://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