

**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:

- As part of your profile creation, you are required to review and sign BPM’s prescribed form of liability release and waiver before attending any class, event, workshop 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 participants 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 safety protocols and spacing considerations. Typical class maximum is 15 participants.
- You can book a class anytime up to 30-minutes before the class start time
- All classes must be booked in advance, no walk-ins permitted within 30-minutes
- 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 5-days or more if required
- If you are sick, you are required to remove yourself from class prior to 6-hours of class start time. Doing so within 6-hours will subject you to 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 get in
- 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 6-hour notice is required for cancellation of any class**
- If you are unable to cancel class outside of 6-hours of class start time, or you no-show for class, a \$21+ gst cancellation fee will apply. This late cancellation fee applies if you have an unlimited membership or punch-card
- **A 24-hour notice is required for cancellation of any personal training session**
- If you cancel a personal training session within 24-hours, it will count as a session

CONTINUING SERVICES CANCELLATION & RATE POLICY:

- The Monthly and Weekly Unlimited and Limited Access Memberships require a minimum obligation of 3-months or 10-weeks respectively. These memberships continue month-to-month or week-to-week respectively at the current rate listed at www.bpmvictoria.com/pricing
- If unused, the member can terminate the Monthly or Weekly Unlimited or Limited Membership within 10-days of purchase
- After the 3-month or 10-week obligation, you can cancel or suspend your membership with 30-days written notice. You are responsible for all payments scheduled within those 30 days.
- Any Memberships can be cancelled at any-time less 30% of dues:
 - If you have a physical, medical or mental disability substantiated in writing by a medical practitioner or nurse practitioner, showing that your continued participation is unreasonable because of your condition or is likely to endanger the your health.
 - Or if you move over 30KM away from BPM for the remainder of the minimum term
-

EXPIRATION DATES:

- All punch cards have an expiration listed at www.bpmvictoria.com/pricing 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, expire - months from the date of purchase.
- Punch cards and memberships cannot be shared.

REFUNDS

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

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.