

# Membership Terms and Conditions

Your attention is drawn in particular to the paragraphs highlighted in bold below



## GENERAL

- 1 These terms and conditions apply to your membership of the Wellington Health & Fitness Club.
- 2 **Please read these terms and conditions carefully and let us know if there is anything which you do not understand or which you are unsure about.**
- 3 This agreement is between Wellington College Enterprises Ltd and you. "You" means the person named on the application form and any Additional Family Member. Wellington Health & Fitness Club is a trading name of Wellington College Enterprises Ltd and in these terms and conditions, "the Club" means Wellington College Enterprises Ltd.
- 4 The Club may vary these terms and conditions where necessary in order to comply with a change in the law. The Club will give you 40 days' notice of any such change.
- 5 Extra charges may be payable in respect of certain facilities, such as the crèche. We may make changes by giving you one calendar month's notice.
- 6 If you do not accept changes under clause 4 or clause 5, you may cancel your membership, in which case, the Club will refund the unused proportion of your membership fee (i.e. 50% will be refunded if you pay annually and you are 6 months into your membership).
- 7 You must tell us promptly if any information you provide becomes out of date or is no longer correct. This includes, for example, your contact details or medical information which may be relevant to your use of the facilities.

## MEMBERSHIP

- 8 Members aged 18 and over are considered to be adults from the point of view of health and safety.
- 9 The Club reserves the right to reject any application or withdraw any membership in the event of a serious failure to comply with these terms and conditions. A "serious failure" means:
  - any failure by you to pay your membership fee by the due date for payment;
  - a repeated breach of these terms and conditions by you;
  - any breach of clause 26;
  - any breach of these terms and conditions which could endanger your health or safety or the health and safety of someone else.
- 10 You will only be permitted to use the facilities if your membership is current and fully paid up.
- 11 If a membership is cancelled under paragraph 9, the joining fee (if any) will be payable again on renewal of the membership.

- 12 You may book courts and classes free of charge. However, if you do not attend a class or use a court which you booked (or if, in either case, you cancel less than 8 hours in advance) a cancellation fee of £5 will be applied and your online booking privileges will be suspended until the fee is cleared. However this fee will not be charged a) unless the court or the class was fully subscribed and b) if no-one else subsequently filled your space. Persistent cancellations of either courts or classes or misuse of the online booking systems will result in booking privileges being suspended for up to a period of 2 weeks.
- 13 Members under 16 may not use the gym or classes (except for specified Junior Sessions).
- 14 You may bring guests into the Club's premises on the condition that the appropriate payment is made in advance. The member who signs in the guest is responsible for the guest's conduct, and the guest's compliance with these terms, at all times.

## FEES

- 15 Membership fees are payable in advance either by monthly direct debit or annually by cash, credit card or cheque. An initial payment covering the joining fee (if any) and the period from joining up to the first direct debit due date will be also be requested and must be made before access is allowed to the facilities.
- 16 The Club reserves the right to vary membership fees on one month's notice. Members paying by monthly direct debit may cancel their membership if they do not accept the price increase. Increased fees for members who pay annually will not take effect until their annual renewal.
- 17 If you do not make any payment due to the Club by the due date for payment, the Club may charge interest to you on the overdue amount at the rate of 4% a year above the base rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay the Club this interest together with the overdue amount.

## MEMBERSHIP CARDS

- 18 All membership cards remain the property of the Club and must be returned on cancellation of membership.
  - 18.1 New members without a membership card will be logged on to the membership system at Reception and will then gain access to the Club via the facial recognition system.
- 19 You must present your membership card to reception on every visit before using the facilities. Any loss of membership cards must be reported to the Club immediately. The Club reserves the right to make a reasonable charge for replacement cards.
- 20 You must not allow anyone else to use your membership card. Cards being used in this way may result in your membership being cancelled without notice. No refund for fees paid in advance will be given under these circumstances.

## USE OF EQUIPMENT / FACILITIES

- 21 If you require access to the gym, you must undertake an induction and declare any known medical conditions before being allowed access. You must let the Club know immediately should there be any change to your health, or should you develop any new medical conditions, which could affect your ability to use the health club facilities safely.
- 22 You must not use any equipment or facilities unless you are satisfied that you are competent to do so safely and properly. You must check with the Club's staff if you are in any doubt.
- 23 You must use all equipment and facilities safely and properly and take care to safeguard your own and other users' health and safety.
- 24 You must follow any relevant guidance or instructions on any equipment signs or notices, and any of the Club's policies or procedures (as amended from time to time) relating to use of any specific facilities.
- 25 Admission is subject to the facility operating within safe capacities and during times of peak demand the Club reserves the right to control activity session times.
- 26 Members must comply with the Club's staff's reasonable instructions and requests, and must treat staff with respect.
- 27 The Club reserves the right to make reasonable changes to members' facility access times. One month's notice will be given to members.
- 28 Although every effort is made to provide facilities to Members at stated times, the requirements of Wellington College may take precedence, occasionally at short notice. The Club may make any such temporary changes to the Club's facilities as it considers appropriate by giving at least 5 days' notice to Members.
- 29 Occasionally the Club may have to close some, or all, of the facilities due to circumstances beyond the Club's control. "Circumstances beyond our control" means anything which the Club could not prevent by taking reasonable precautions, such as an outbreak of swine flu, extreme adverse weather conditions or industrial action. Should this happen, then the Club will not be in breach of these terms and conditions if you are unable to use our facilities.
- 30 Please drive carefully when entering/leaving the Club, adhering to the 10mph speed limit within the College grounds.
- 31 Members may use the Club's premises but may not access Wellington College's grounds without a special pass called 'Wellington Walkers Club', which can be requested from the Bursar's Office (Telephone: 01344 444 000).
- 32 All Club users must wear suitable sports clothing and the correct footwear according to the sporting activity. Outdoor shoes are not permitted in the sports hall or squash courts.
- 33 The Club car park is only to be used for visits to the Club and no other purpose, and cars must not be left in the car park overnight.

## CANCELLATIONS

- 34 A minimum of 14 days' notice prior to the 1st day of the month in which you wish to discontinue your membership.

35 The Club reserves the right to cancel your membership for any reason by giving you at least one month's prior written notice. If you have an annual membership and the Club cancels pursuant to this clause, you will be refunded on the same basis set out in clause 6.

36 **Members paying annually who wish to cancel before their annual renewal date will not be given any refund.**

## LIABILITY

37 **Subject to paragraph 41 below, the Club does not have any liability for any items (such as clothes, money or sport equipment) brought onto the Club premises except where the Club's staff agree to look after them or they are stored in a locker provided by the Club in accordance with the Club's instructions. The club has no liability for damage to cars parked in the car park.**

38 **The total value of any items brought onto our premises by you must not exceed £1,000 (including any sports equipment).**

39 **Subject to paragraph 41 below, the Club does not have any liability for any loss (including loss of personal possessions, injury or death) to the extent that the loss was caused by you failing to comply with these terms and conditions. This means, for example, the Club will not be liable if you injured yourself because you failed to comply with instructions given by the Club's staff on how to use equipment safely.**

40 **Subject to paragraph 41 below, the Club does not have any liability for any loss (including loss of personal possessions, injury or death) to the extent that the loss was caused by a third party (such as another member). This does not apply if the third party causes you a loss because of the Club's negligence.**

41 **Regardless of anything else in these terms and conditions, the Club does not exclude or limit in any way its liability for:**

- death or personal injury caused by its negligence;
- fraud or fraudulent misrepresentation;
- any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

## DATA PROTECTION

42 When you complete the application form, you will be providing personal information about you and Additional Family Members (if any). This data will be processed in accordance with our Privacy Notice which can be found on the Wellington Health & Fitness Club website.

43 We do not sell your personal information to third parties.