

St Helen's Enterprises

SPORTS CENTRE TERMS AND CONDITIONS OF MEMBERSHIP

DEFINITIONS:

1. "Application" means the form for requesting to become a Member of the Gym.
2. The "Company" means St Helen's Enterprises Limited (registered in England, number 2834608) whose registered office is at St Helen's School, Eastbury Road, Northwood Middlesex HA6 3AS trading as St Helen's Gym.
3. CYMSPA Guidelines means the guidelines issued by the Chartered Institute for the Management of Sport and Physical Activity
4. "Gym" refers to "St Helen's Gym".
5. "Member" means any person who agrees to be bound by the Terms by signing and returning the Application and such Application being accepted by the Gym.
6. "St Helen's Gym Rules" means the rules and regulations relating to the management of the Gym and the conduct of Members in force from time to time including, without limitation, the fitness rules and the code of conduct.
7. "Student" means a person of 18 or over who is in full time education.
8. "Terms" means the terms and conditions of membership of the Gym set out in this document (as amended from time to time in writing) together with any special and/or additional conditions agreed in writing by the Gym.

APPLICATIONS AND ACCEPTANCE:

9. Any person aged 18 or over and who fulfils the Eligibility Criteria may make an Application to the Gym which can be refused by the Gym at its absolute discretion without providing any reason whatsoever. The Gym shall not discriminate on the basis of age, ethnic origin and sporting or educational ability.
10. No contract for membership shall arise until the Gym accepts an Application and the administrative process has been completed (including, without limitation, the Gym allocating the most appropriate membership option for such Application), upon which such applicant is subject to the Terms. By signing the Application form, Members are deemed to have read, understood and agreed to be bound by the Terms & Conditions and Rules of the Gym (a copy of which shall be provided to the Member on joining and shall be on display in the Gym).
11. Your St Helen's Gym memberships starts from the date you agreed on signing up and agreeing to our Terms and Conditions.

12. St Helen's Gym reserves the right to add to, vary, delete or otherwise amend the Terms and Conditions and Gym Rules from time to time without any liability on the part of the Company and without any prior notification. The Gym shall advise Members of any such amendments by posting the notice of amendment on the Gym notice board.
13. Nothing in these Terms shall affect the statutory rights of any consumer.

PAYMENT TERMS:

14. A member shall pay the initial joining fee (the "Initial Joining Fee") with the Application on joining and shall pay the annual membership fee (the "Annual Fee") each year in accordance with clause 16.
15. For Members who choose to pay their annual membership fee by Direct Debit, the Initial Joining Fee must be accompanied by a pro-rata amount dependent upon the date of joining to cover the number of days remaining until the first Direct Debit can be collected. (All pro-rata charges will be advised by the Gym at the time of joining and will represent 1/30 of the monthly charge per day). The Initial Joining Fee is not refundable.
16. The Annual Fee is payable by a Member in advance by monthly Direct Debit or in one annual payment in advance. The one annual payment option will still require an Initial Joining Fee which will be the equivalent to the monthly rate for the membership category that the Member has chosen.
17. In the event of a lapse in membership an administration fee will be charged to re-join the Gym. A lapse can be determined either by failing to continue membership payments annually or monthly or on applying to join the Gym, failing to provide all the necessary Application information within two months. All monies paid initially i.e. joining fee, will not be refunded.
18. The Annual Fee covers subscriptions only and any payments for additional products or services should be made directly at reception.
19. Subject to Clause 21, any payments made by a Member are non-refundable.
20. All annual membership payments are non-refundable and non-transferable under any circumstances.
21. This Clause will only apply if you choose to pay by monthly Direct Debit.
 - (a) This is your advance notice of payments to be collected by Direct Debit Guarantee.
 - (b) Direct Debits will be drawn on the first working day on or after the first day of each calendar month and shall be drawn irrespective of actual use of the Gym.
 - (c) A Member who chooses to pay by Direct Debit shall so pay for an indefinite period. The rights of access to the Gym shall continue until the Direct Debit payment is cancelled or the Gym so notifies the Member in writing.
 - (d) The Company shall give the member no less than 20 bank working days written notice of any increase in the monthly fees.
 - (e) Notice of amendments and cancellations of Direct Debit subscriptions must be made in writing to the Gym at the address given in Clause 2 and should arrive by the 11th day of the month prior to the first Direct Debit to which the amendment or cancellation

should apply. Failure to do so by this date may mean that any such instruction is not actioned in time for the next Direct Debit requested by the Company.

- (f) It is the responsibility of the member to cancel their Direct Debit with their bank.
- (g) Any Direct Debits that are returned by a bank will result in the membership being suspended until the arrears are paid in full. The Gym retains the right to levy an administration fee of £25 for each returned direct debit.
- (h) In the event of the death of a member during the currency of his/her membership, the obligation to monthly membership charges cease with effect from the date of death.

FACILITIES AND HOURS OF OPENING:

- 22. The Gym's normal hours of operation are obtainable from the Gym upon request and will be published in the termly timetable. The Gym reserves the right to close the Gym or any facilities therein and reduce or lengthen the hours of opening, at its absolute discretion, for any reason whatsoever (including, without limitation, on public holidays or for maintenance) without any prior notice to Members being given. The Gym shall endeavour to give reasonable notice of any closure, lengthening or shortening of such hours or when any facilities may not be available.
- 23. The training facilities at the Gym are limited to the fitness suite and any class-based activities in the Dance Studio or the Sports Hall. Use of the Swimming Pool is not permitted.
- 24. The Gym shall use reasonable endeavours to ensure that there is minimal disruption due to any changes it may make.
- 25. St Helen's School has priority in using the facilities at the Gym and accordingly, the Gym reserves the right to implement immediate changes in the timetable to accommodate the requirements of the School.

MEMBERSHIP CARDS:

- 26. The Gym reserves the right to refuse admission to any Member without providing any reason.
- 27. Membership Cards remain the property of the Gym and the Gym reserves the right to retain any card if:
 - (a) there has been a default in payment; or (b) the Member breaches the Gym Code of Conduct/Rules.
- 28. The membership card must:
 - (a) be shown and swiped as requested on each visit to the Gym;
 - (b) only be used by the Member to whom it is issued (and any abuse will lead to termination of the membership);
 - (c) be carried whilst using the facilities;
- 29. Any member who loses his/her card can apply for a replacement for which a charge of £3 will be made.

SECURITY AND SAFETY:

30. Members are asked to wear the appropriate form of dress and footwear appropriate to the chosen activity at all times. (See also the Gym Code of Conduct /Rules)
31. Use of the fitness suite is available only to those Members who have received induction training from the Gym staff.
 - (a) No person under the age of 18 is permitted to enter or to use the fitness suite or any equipment in it.
 - (b) The Company will not be held responsible for members who are injured whilst using the fitness suite:
 - i. in contravention of the Gym Code of Conduct /Rules or in an unsafe or reckless manner; or
 - ii. without having had a prior induction; or
 - iii. without having received an exercise prescription from one of our qualified staff. If a Member feels as if he or she does not need a fitness program designed for them when joining the Gym, they must sign a disclaimer form before starting their first workout in the Gym.
32. A Member shall not bring any glassware whether bottle, jar or drinking glass to the fitness suite, showers or changing areas. Bags and personal possessions must not be taken into the fitness suite.
33. A Member shall not bring any jewellery or other valuables onto the Gym's premises. Members are advised to store personal possessions in the lockers provided. The Gym does not accept responsibility for any items left on the premises.
34. All vehicles must be parked in the parking spaces provided by the Gym and shall not be driven or taken onto any other part of the premises or School land. No liability for the loss or damage to any vehicle or its contents is accepted and vehicles shall be parked at the Member's own risk.
35. Alcohol and non-prescription drugs may not be brought into the Gym and are not permitted on the Gym premises.
36. Smoking is not permitted in the Gym or any part of the School grounds.
37. The Gym reserves the right to expel and suspend from the Gym any Member whose conduct is, in its sole opinion, injurious to the character and reputation of the Gym and or St Helen's School or detrimental to the interests of other Members or users. Any user expelled shall forfeit all privileges to the Gym and all rights against the Gym and the Company, and shall not be entitled to any repayment of his/her Direct Debit or annual payment. A suspended Member will be informed of action to be taken against him/her within 7 working days of their suspension.
38. It may be necessary for personal checks to be carried out on individual applicants wishing to join or during membership of the Gym. This is not a formal part of the application process and you will be informed if such checks are deemed necessary. These checks may include

Disclosure and Barring Service, Police Background & Social Services checks. Please note that should checks be made and if the results indicate an unsuitable application, the Company reserves the right to refuse or cancel membership. Information obtained will be dealt with in the strictest confidence.

39. The Gym reserves the right to request and conduct a search of a Member's person and belongings where reasonable grounds exist for doing so. The Member's rights and privacy will be respected during any search.
40. The Gym premises are a dual-use facility, being part of and in the grounds of St Helen's School. Membership does not permit access to any other areas of the School premises.
41. Members are forbidden to enter changing areas of the opposite gender.

LIMITATION OF LIABILITY:

42. The Company shall use its reasonable endeavours to ensure that all facilities and equipment are available for use during the published operating hours but reserves the right to make alterations to the facilities provided without any notice and at its absolute discretion. Subject to Clause 58 the Company shall have no liability and cannot be held responsible for any service or equipment that is not available at any time.
43. Nothing in these terms and conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or contractors. The Company shall not be liable for any indirect consequential or special loss, damage, costs or expenses or any other claims for compensation.
44. It is the Member's responsibility to ensure that he/she is capable of undergoing the normal routine of exercises undertaken or provided by the programmes/classes. Some exercises, programmes, classes or equipment may not be suitable for some Members and each Member must consult their doctor before beginning any exercise or class or using any equipment. The Member is deemed to have done this and accepted the risk of injury when performing exercises, taking classes or using the equipment.
45. The Company reserves the right to decline access to facilities on grounds of suspected poor health or excessive use of the facilities that may in the opinion of the Gym be detrimental to the health of a Member and will invoke suspension pending appropriate written confirmation from a GP stating otherwise.
46. Members shall be responsible for all costs, expenses or liabilities that the Gym may suffer arising out of their inappropriate use of equipment or facilities, reckless or inappropriate behaviour that incurs damage, all breakages, or any act or omission which may result in the closure (in whole or in part) of the Gym or any facilities therein.
47. The Member shall indemnify and keep indemnified the Gym against any expenses, liability or loss, claim or proceedings in respect of any damage caused to any property, real or personal, insofar as such damage arises out of, or by reason of the negligent use of the facility or the Gym or any default of the Member or by any person for whom the Member is responsible.

FORCE MAJEURE:

48. The Gym shall not be liable to any Member if it is prevented from carrying out its obligations under the Terms by reason of force majeure, including, without limitation, exceptional weather conditions, flood, fire, war, industrial action, disruption to mechanical or electrical supplies or other unforeseen events and consequences that are unpreventable and unavoidable. The Gym shall notify Members as soon as possible, explaining the reason for its inability to perform or need to delay the performance of all or part of its obligations.
49. If the Gym is unable to perform its obligations for a continuous period of one month, a Member shall be entitled to terminate the membership and to claim a refund which will be calculated from the next full month to the end of the membership period.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999:

50. The Company and the Member are the only parties to this agreement and they hereby exclude the application of the Contracts (Rights of Third Parties) Act 1999 to each and every contract made under these Terms.

NOTICE:

51. The Company or the Member may terminate this agreement by providing at least one full calendar month's written notice to the other. Notices to the Company shall be sent to the address set out in Clause 2 above and notices to Members shall be sent to the address specified in their Application.
52. Notices shall be delivered personally or sent by first class prepaid recorded delivery or by registered post and shall be deemed to be given in the case of delivery personally on delivery and in the case of posting (in the absence of earlier receipt) 48 hours after posting.
53. Members shall give written notice to the Company of any change of address. Failing such notice, all communications shall be presumed to have been received within 48 hours of mailing to the last address notified to the Company.

ASSIGNMENT OF RIGHTS:

54. Membership is not transferable or assignable to another individual in any circumstances.

WAIVER:

55. The Gym's delay or failure to insist on strict performance of any provision of these Terms shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Member in performance or compliance with any of these Terms.

ENFORCEABILITY:

56. If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

DISPUTES:

57. Members wishing to raise a formal issue with the Gym should make such representations in writing to the Gym Manager at that time who will endeavour to respond to such Member within 21 working days from receiving the complaint.

58. The Gym's interpretation of the Terms and Gym Rules shall be binding.

JURISDICTION:

59. The contract shall be construed in accordance with and governed by the laws of England and Wales and the Member agrees to submit to the exclusive jurisdiction of the English Courts.

DISCLAIMER FOR T&C AND PAR-Q/HEALTH QUESTIONNAIRE

You warrant, declare and acknowledge that:

1. The information given by you in entering this agreement is correct and will be relied upon by us.
2. To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, wellbeing or physical condition. Further, that you will advise us immediately should your health or vulnerability to injury change.
3. The Gym is unstaffed and you are solely responsible for using the Gym appropriately.

4. You have read and understood this agreement and all of the Terms and Conditions before accepting them.
5. Neither the Gym nor the employees of the Gym or St Helen's School shall be liable for any loss, damage or theft of personal property belonging to the member occurring in the Gym or any part of the premises.
6. Neither the Gym nor the employees of the Gym or St Helen's School shall be responsible for any injury occurring upon the Gym premises as a result of the misuse of the facilities and/or equipment provided by the Gym.
7. Members who are in any doubt as to their physical fitness should seek medical advice before training.

PRIVACY AND DATA

All personal data is held securely and will be treated confidentially and with sensitivity for the benefit of St Helen's Enterprises Ltd. The information you provide will be used to operate our membership system and safeguard you as a member. Selected data is shared with St Helen's School and agents contracted by the St Helens Enterprises Ltd for specific administration purposes, such as the operation of computerised Leisure Management Systems (e.g. Ez-Runner and Swimsoft). St Helen's Enterprises has a "legitimate interest" to use personal data for a full range of activities, including sending of progress awards, invoicing and booking confirmations, publications, the promotion of benefits and services, the notification of events, all of which might include an element of direct marketing activities. More details can be found in the St Helen's Enterprises Privacy Notice available on the website at <https://www.sthelens.enterprises>.

If at any time your details change or you have any concerns regarding the use of your data, please contact the Sports Centre on 01923 843270 or via sportscentre@sthelens.london.

MARKETING COMMUNICATIONS

We want to ensure that we keep the details we hold about you up to date and communicate with you fully in accordance with your wishes. We may use your personal information to form a view on what we think you may want or need, or what may be of interest to you. Where we do so it is for our legitimate interests. You will receive marketing communications from us if you have consented to receive them from us. We will not send marketing communications to you where you have not consented to or have opted out of receiving these. If you choose to subscribe to our email list, the email address that you submit to us will be stored within our computerised leisure management system provided by EZ-Runner. You will receive occasional emails regarding events, special offers and our facilities. You can ask us to stop sending you marketing emails at any time by following the opt-out links on any marketing email sent to you or by contacting us at any time via sportscentre@sthelens.london. Where you opt out of receiving these marketing emails, we may still contact you for other purposes where we have a lawful basis to do so.