

# MEMBERSHIP TERMS & CONDITIONS



Wellington College Services Ltd (*us, we, our*) provides facilities to members to exercise in a safe and friendly environment at the Wellington Health & Fitness Club (*the Club*).

## 1. Information about us and how to contact us

- 1.1 **Who we are.** We are Wellington College Services Ltd, a company incorporated and registered in England and Wales with company number 01259773 whose trading name is Wellington Health & Fitness Club and whose registered office is at Wellington College, Crowthorne, Berkshire, RG45 7PU. Our registered VAT number is GB200828401.
- 1.2 Our club is affiliated with Wellington College. In these *Membership Terms and Conditions*, reference to 'term time' means the term times of Wellington College which can be found at: *College Term Dates - Wellington College*
- 1.3 **How to contact us.** You can contact us by telephoning our customer service team at 01344 444244 or by writing to Wellington Health & Fitness Club at [memberships@wellingtonfitness.co.uk](mailto:memberships@wellingtonfitness.co.uk) or Wellington Health & Fitness Club, Dukes Ride, Crowthorne, RG45 7PT.

## 2. Membership and joining

- 2.1 Members (other than junior members) must be aged 18 years or older.
- 2.2 A parent must sign a parental consent form in respect of any junior member and is responsible for paying the membership fees of that junior member.

## 3. Membership options

- 3.1 Your type of membership is set out in *Your Membership Details*. Each category of membership may have certain restrictions which only apply to that category of membership. We will tell you about these restrictions when you join or when you change your category of membership. Details can also be found on our website.
- 3.2 **Full membership** entitles you to access the club during the club's opening times, including use of the indoor pool, the gym, access to our group and small group exercise classes. You can also book additional services described in clause 13. The club's opening times are displayed on our website and may be varied from time to time as set out below.
- 3.3 **Junior membership** is available to anyone under the age of 18 at the time of joining or renewal. For those aged 16 or 17, Junior membership gives you all the benefits of Standard membership but at a discounted cost. For those aged 15 or less, the benefits of Junior membership and the restrictions regarding accessing the Club and the facilities are set out in our rules. Parents are obliged to supervise children in accordance with the rules regardless of whether that child is a Junior member or not. We may ask for evidence from you to verify that you are eligible for Junior membership and to access the different facilities available to different age groups.

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## 4. Club rules

- 4.1 As a member you agree to comply with our Club rules which can be found at our club reception, on our website and are displayed throughout the Club. *The Club Rules* relate to the use of the Club, the facilities and your conduct.
- 4.2 We may make reasonable changes to the Club rules from time to time provided that we give you advance notice of any changes.

## 5. Gym access

- 5.1 If you wish to access the gym:
  - (a) You must take an induction session with us. Your first induction session is provided to you free of charge as are any subsequent programme reviews.
  - (b) You should inform us of any medical conditions you have which may impact your ability to safely use the gym. If your health conditions change, or you develop any new medical conditions which may impact your ability to safely use the gym, you should also inform us.

## 6. Written notice

- 6.1 To give us written notice, it must be in writing and sent to an address set out under *How to Contact Us*, or given by hand to the club reception.
- 6.2 Anywhere in the *Membership Agreement* where we ask you to give notice of one month or more, then, if you give notice during a month, we will treat it as if we received it on the first day of the following month. This is because we calculate your membership in whole calendar months. For example, if you need to give us one month's notice and you give that notice on 10th July, it will take effect from 1st August and your membership will end on 31st August.
- 6.3 We will confirm all written notices that we receive within 10 working days. If you do not receive confirmation, we would advise that you contact us in case we did not receive your notice.
- 6.4 From time to time we will need to contact you about your membership so it is important that you let us know if your address, contact phone number or email address change.

## 7. Fees and charges

- 7.1 **Joining fees** become payable when you first become a member and are collected from you by us by either debit or credit cards. Joining fees are payable when you first begin your membership but not when you renew your membership. If your membership terminates and you wish to re-join as a member, you must pay a re-joining fee equal to 50% of the then current joining fee.

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- 7.2 **Membership fees** become payable immediately upon signature of this agreement in accordance with the amounts and payment methods set out in *Your Membership Details*:
- (a) **Annual membership fees.** Are due in advance for every year that you are a member, once you have confirmed this to us. You can pay us by either debit or credit card.
  - (b) **Monthly membership fees, within the initial membership term.** The first monthly payment is due in advance and will be a pro rata amount in respect of your period of membership during the first calendar month and will be collected with the first month's fees when your membership begins. The remaining monthly payments and fees are payable by direct debit on the same date each month as specified by us, or the nearest working day after that date.
  - (c) **Monthly membership fees, after the end of the initial membership term.** Monthly payments are due in advance and payable on the same day each month referred to in clause (b) above, or the nearest working day after that date.
- 7.3 Without prejudice to our rights under clause 9.5 below, if you fail to pay any membership fees by the due date for payment, we reserve the right to suspend your membership and/or deny you access to our Club.
- 7.4 Any member who has a category of membership to which they are not entitled under clause 3.5 will, at our discretion, either be required to pay the full balance for the correct membership category or we may terminate their membership.
- 7.5 We reserve the right to reject any application for membership or renewal of membership.
- 7.6 Members must notify us of any change in their contact details or other information that they have previously provided to us (e.g. a name change).
- 7.7 **Changing your membership fees**
- (a) **We may increase our annual or monthly membership fees.** If we increase our annual membership fees, the change will apply only when you renew your membership for another 12 months. If we increase our monthly membership fees we will give you at least one month's notice. Members who do not wish to accept an increase in membership fees may cancel their membership by giving us one month's written notice. If we receive any cancellation notice the membership fees shall not change until the membership terminates.
  - (b) **What if you want to change your membership?** Members may move from a monthly membership to an annual membership on giving us one month's notice.

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## 8. Membership cards

- 8.1 Our Club uses biometric data to allow you entry into our Club. Biometric data systems process your biometric data and we need your consent to do this or, in the case of Junior members, the consent of both of their parents. We collect your consent on a separate consent form. If at any time you no longer wish to use the biometric system, please let us know. If you do not wish to use the biometric entry system, this does not affect your rights or ability to enter the Club.
- 8.2 If you exercise your right to opt out of the facial recognition system, you will be issued with a membership card on the following basis:
- (a) It will remain our property. At the end of your membership you must return the membership card to us.
  - (b) It is personal to you and cannot be used by anyone else. Any misuse of a membership card may result in the termination of your membership by us.
  - (c) Members must produce their membership card on each visit to the Club. If you are unable to produce your membership card, we may require you to exit the Club. Lost membership cards must be reported to us as soon as possible.
  - (d) In the case of lost membership cards, replacements can be obtained from the Club reception. A replacement membership card fee of £5 will be charged before you are provided with a new membership card.

## 9. Membership terms and termination

- 9.1 Your membership will begin on the membership start date and run for the initial membership term specified in *Your Membership Details*.
- 9.2 **Termination after the initial membership term.** After the expiry of:
- (a) The initial membership term (where you opted for Monthly membership), your membership will continue on a rolling monthly basis (based on the then current monthly membership fees as notified to you in advance) unless and until you give us one month's written notice of termination in accordance with clause 6; or
  - (b) The initial membership term (where you opted for Annual membership), you will be contacted approximately a month before your membership is due to expire via email and letter and asked if you wish to continue. If you do not, then this agreement will terminate automatically upon expiry of the initial membership term.

### **Termination by you**

- 9.3 **Termination in the first 14 days.** If you are dissatisfied with our service for any reason within the first 14 days of becoming a member, you are entitled to terminate your membership and you will receive a refund of any membership fees including any joining fees which you have paid to us.

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- 9.4 **Termination at any time during your membership.** You may terminate your membership at any time, if any of the following events occur:
- (a) You are unable to use the club through serious illness or injury likely to preclude you from using the club for a period of at least three calendar months.
  - (b) We significantly reduce the facilities or opening hours of the club.
  - (c) We close the club for refurbishment for a period of more than four weeks at a time.
  - (d) We are satisfied that there has been a change in your personal circumstances other than those listed above, which means you are no longer able to use your membership.

To end your membership for one of the reasons set out in this clause 9.4 above, please send us one month's written notice. Upon receipt of such notice, and once any evidence we request has been received, your membership will terminate on the date that is one month after deemed receipt pursuant to clause 6. If you paid for your membership by paying the annual membership fees, we shall refund the value of your membership that you did not use. For example, if your membership terminates at the end of the sixth month, we shall refund 50% of the annual membership fees.

### **Termination by us**

- 9.5 We may terminate this agreement and your membership in the following circumstances:
- (a) If you (or any guest of yours or any child or Junior member for whom you are responsible) commit a serious or repeated breach of this agreement and you do not or cannot put the breach right within seven days of us writing to you about it.
  - (b) If you allow your membership card to be used by someone else or otherwise give another person access to the club without our permission.
  - (c) You (or any guest of yours or any child or Junior member for whom you are responsible) cause damage to the club or the facilities provided within the Club.
  - (d) If any part of your membership fee remains unpaid, we will write to you. If 30 days after we have written to you, the membership fees remain unpaid then we may terminate your membership.
  - (e) If you (or any guest of yours or any child or Junior member for whom you are responsible) fail to treat our staff or any other members with respect or you use aggressive, abusive, intimidating, anti-social or threatening behaviour or language or do not dress appropriately.
  - (f) If you (or any child or Junior member for whom you are responsible) provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership.

If we terminate your membership for any reason set out in this clause 9.5 above we reserve the right to retain a proportion of any pre-paid membership fees, to cover any reasonable costs incurred.

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## 10. Suspending your membership

- 10.1 If you are unable to use the Club through illness or injury, you may suspend your membership for a period of at least three months but no more than six months. To suspend your membership you must provide us with one month's written notice with a letter from a medical professional. We shall then confirm the dates that your membership is suspended in writing. If you do not receive confirmation from us, your membership is not suspended.
- 10.2 While your membership is suspended, you will no longer be granted access to the Club and we shall not charge you membership fees while the membership is suspended. You will however be charged an administration fee of £20 per month thereafter during such period of suspension. When the suspension ends, as set out in our suspension confirmation, your membership shall automatically begin again.
- 10.3 When a membership is suspended, during any initial membership term, or any membership which is paid for annually, the suspension will change the term of the agreement. For example, if an annual membership which began on 1 January 2022 is suspended for two months, the annual membership will end on 28 February 2023.
- 10.4 Suspension of a membership does not give you any rights to a refund of membership fees.

## 11. Booking conditions

Booking conditions may apply to our courts and classes. Details of these can be found in our rules.

## 12. Guests

Members may bring guests to the Club with additional fees in accordance with our rules.

## 13. Additional services

- 13.1 You may purchase personal training sessions from us as long as you are a member.
- 13.2 You may purchase other additional services offered by us from time to time at a reduced rate as long as you are a member, including but not limited to swimming lessons through Swim School and access to the rock-climbing wall. Fees for these additional services are displayed at the Club Reception or can be obtained by contacting us.

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## 14. Facilities

- 14.1 We reserve the right to deny you access to our club or certain portions of the Club for health and safety issues. For example, if the club reaches maximum occupancy.
- 14.2 We reserve the right to close areas of the Club, and the Club as a whole, from time to time at our discretion e.g. for repairs and maintenance, refurbishment, deep cleaning, public holidays and events. When we close the Club, we shall endeavour to provide you with at least one weeks' notice.
- 14.3 We reserve the right to close areas of the Club, and the Club as a whole, from time to time at our discretion in order to accommodate the requirements of Wellington College. When this occurs we shall endeavour to give you reasonable notice of such closures (please note that such reasonable notice may be less than five days).
- 14.4 Details of the Club's opening hours are displayed on our website and at the club reception and may be subject to change upon provision of one months' notice where reasonably possible. Opening times will vary between College holidays and term time and may vary during the Christmas period and other bank holidays.
- 14.5 We have the right to increase, decrease or withdraw certain facilities, services, classes or activities provided by our club either temporarily or permanently at any time.
- 14.6 If we make a significant change to the club's opening hours or facilities available, you can cancel your membership in accordance with clause 9.4.

## 15. Liability

- 15.1 We are not liable to you for damage to or loss of your property (or a guest's property), except to the extent such loss or damage is caused by our negligent acts or omissions.
- 15.2 In the case of death or personal injury to you (or to any guest), we are only liable if and to the extent caused by our negligent acts or omissions.
- 15.3 You must not abuse the facilities or equipment at the club and will pay for any damage to our property where you wilfully or negligently cause such damage.
- 15.4 Nothing in these *Terms and Conditions* limits any of your rights as a consumer.

## 16. Other important terms

### 16.1 Changes to this agreement.

- (a) **Changes in order to comply with the law.** Sometimes we need to change our agreement with you in order to comply with changes in the law. We may make these changes as long as we give you 30 days' notice.
- (b) **Changes to the terms of this agreement.** We may change these Membership Terms and Conditions. We will contact you to let you know if we plan to do this. If you are unhappy with the change, you may contact us to end the agreement within 30 days of us telling you about it and we shall refund the value of your membership that you did not use. For example, if your membership terminates at the end of the sixth month, we shall refund 50% of the annual membership fees.

16.2 Data protection. We will only process your personal information in accordance with our privacy policy available on our website.

16.3 We are not responsible for events outside our control. If an event occurs outside of our control that impacts your ability to use your membership (for example power failure at the club) we will contact you as soon as possible to let you know and we will take steps to minimise the effect. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the agreement and receive a refund for your membership as set out in clause 9.4.

16.4 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the agreement within 30 days of us telling you about it and we shall refund the value of your membership that you did not use. For example, if your membership terminates at the end of the sixth month, we shall refund 50% of the annual membership fees and also deduct an administration fee.

16.5 Nobody else has any rights under this agreement. This agreement is between you and us. No other person shall have any rights to enforce any of its terms, including any guest.

16.6 If a court finds part of this agreement illegal, the rest will continue in force. Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

16.7 Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide membership benefits, we can still require you to make the payment at a later date.

16.8 Which laws apply to this agreement and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of this agreement and/or your membership in the English courts.