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 We are Wellington College Services Ltd, a company incorporated in England and Wales (Company Number: 01259773), trading as Wellington Health & Fitness Club. Our registered office is located at Wellington College, Crowthorne, Berkshire, RG45 7PU, and our VAT registration 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 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 or Wellington Health & Fitness Club, Dukes Ride, Crowthorne, RG45 7PT.

2. Membership and joining

2.1 We offer two types of memberships: Adult and Junior. Junior membership is available for individuals under 18 years of age.

2.2 A parent must sign the application 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 membership type is specified in your Membership Details and may include certain restrictions specific to that category. We will inform you of any restrictions when you join or if you transition from Junior to Adult membership. Further details are also available on our website.

3.2 An Adult Membership grants you access to the club during its opening hours, including use of the indoor pool, gym, and participation in both group and small-group exercise classes. You may also book additional services as outlined in clause 13. Current opening times are posted on our website and may be subject to change as detailed below.

3.3 Junior membership is available to individuals under 18 at the time of joining or renewal. Members aged 16 or 17 enjoy all the benefits of Standard membership at a reduced rate. For those aged 15 and under, Junior membership benefits, along with specific restrictions on accessing the Club and its facilities, are outlined in our club rules. Parents are responsible for supervising children according to these rules, regardless of whether the child is a junior member. We may request proof of age to confirm eligibility for Junior membership and to grant access to age-appropriate facilities.

3.4 Parents or guardians must always supervise their children and may not leave them unattended while participating in club activities.

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 occasionally make reasonable changes to the Club rules, provided we give you advance notice of these changes.

5. Gym access

5.1 If you wish to access the gym:

(a) You are required to complete an induction session with us. Your first induction session, along with any future program reviews, is provided free of charge.

(b) Please inform us of any medical conditions that may affect your safe use of the gym. If your health status changes or you develop any new conditions that could impact your ability to use the gym safely, you should notify us as well.

6. Written notice

6.1 To provide written notice, please send it to the following address:

Wellington Health and Fitness Club
Dukes Ride
Crowthorne
RG45 7PT

Alternatively, you may email us at Memberships@wellingtonfitness.co.uk or deliver it by hand to the club reception.

6.2 In any part of the Membership Agreement where one month or more notice is required, if you provide notice partway through a month, we will consider it received on the first day of the following month. This is because memberships are calculated in full calendar months. For instance, if you need to give one month's notice and you submit it on July 10th, it will take effect on August 1st, with your membership ending on August 31st.

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 you must inform us of changes to your address, phone number and email address.

7. Fees and charges

7.1 Joining fees become payable when you first become a member but not when you renew your membership. If your membership terminates and you wish to re-join a Joining Fee will be applied.

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.

(b) The first monthly membership payment is due in advance and will be a prorated amount covering your membership period for the initial calendar month. This payment, along with the first month's fees, will be collected at the start of your membership. Subsequent monthly payments will be payable by direct debit on the same date each month, or the closest working day, as specified by us.

(C) All direct debit payments must be maintained according to the agreed payment schedule. If a direct debit payment fails due to insufficient funds or cancellation of the payment instruction, a £25 administrative fee will be applied to the account.
By setting up direct debit payments, you agree to the following conditions:

1. Sufficient Funds Requirement: You are responsible for ensuring that sufficient funds are available in your account at the time each payment is due.

2. Failed Payment Notification: If a direct debit payment fails due to insufficient funds or a cancelled instruction, you will be notified.

3. Administrative Fee: Each failed direct debit payment will incur a £25 administrative fee, which will be added to your account balance and must be cleared along with any outstanding membership dues.

We reserve the right to adjust the administrative fee and will notify members in advance of any policy changes.

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 adjust our annual or monthly membership fees. For annual memberships, any increase will take effect only when you renew for another 12 months. For monthly memberships, we will provide at least one month's notice before any fee adjustment. Members who choose not to accept an increase in fees may cancel their membership by providing one month's written notice. Upon receiving a cancellation notice, the membership fees will remain unchanged until the membership ends.

(b) If you wish to switch from a monthly membership to an annual membership, you may do so by providing us with one month's notice.

8. Membership Fob

8.1 You will receive a membership fob under the following conditions:

(a) The card remains our property, and you must return it at the end of your membership.

(b) It is personal to you and cannot be shared with others. Misuse of the fob may result in the termination of your membership.

(c) Members must present their membership card on each visit to the Club. If you cannot provide your card, we may ask you to leave the premises. Lost membership fob's must be reported to us as soon as possible.

(d) If you lose your membership fob, a replacement can be obtained at the Club reception. A £5 replacement fee will be charged before a new fob is issued.

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
Upon the expiration of:

(a) The initial term for Monthly memberships, your membership will automatically continue on a rolling monthly basis at the current monthly rate (as previously notified to you) unless you provide us with one month's written notice of termination, as outlined in clause 6; or

(b) The initial term for Annual memberships, you will receive a notification approximately one month before the expiration date, asking if you wish to renew. If you choose not to renew, this agreement will automatically terminate at the end 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.

9.4 Annual Membership Refund Policy

Annual memberships are generally non-refundable. However, under specific circumstances, the manager may review your case and determine if a partial refund can be issued. Refund eligibility will be assessed on a case-by-case basis and is at the sole discretion of the manager.

To request a review, please provide written notice detailing your situation, along with any supporting evidence. If a refund is approved, an administrative fee will be deducted from the portion owed. The manager will assess the request and communicate the final decision regarding any potential refund and applicable deductions.
Termination by us

9.5 We may terminate this agreement and your membership in the following circumstances:

We may terminate this agreement and your membership under the following conditions:

(a) If you (or any guest, child, or Junior member for whom you are responsible) commit a serious or repeated breach of this agreement, and you do not or cannot resolve the breach within seven days of our written notice.

(b) If you permit someone else to use your membership card or allow unauthorized access to the club.

(c) If you (or any guest, child, or Junior member for whom you are responsible) cause damage to the club or its facilities.

(d) If any part of your membership fee remains unpaid, we will notify you. If, 30 days after this notice, the fees are still unpaid, we may terminate your membership.

(e) If you (or any guest, child, or Junior member for whom you are responsible) fail to treat our staff or members respectfully, or engage in aggressive, abusive, intimidating, anti-social, or threatening behaviour or language, or fail to dress appropriately.

(f) If you (or any child or Junior member for whom you are responsible) provide false information upon applying for membership that would have reasonably influenced our decision to grant membership.

Should we terminate your membership for any of the reasons outlined above, we reserve the right to retain a portion of any prepaid membership fees to cover reasonable costs incurred.

10. Suspending your membership

You may suspend your membership up to twice per calendar year for either one or two months. To initiate a suspension, please notify us by the 20th day of the month prior to the desired suspension month. For example, to suspend your membership in July, you must inform us by June 20.

The standard suspension fee is £20 per calendar month. Your suspension will begin on the first day of the month and end on the last day. If you wish to resume your membership early, simply visit the club on the day you'd like to return, and our team will reactivate your membership. In this case, you'll need to pay the prorated membership fee for the remaining days of the month.

If you originally requested a one-month suspension and wish to extend it by an additional month, please notify us by the 20th day of the current suspension month. For instance, if your membership is suspended for July and you wish to extend through August, let us know by July 20.

Medical Suspension: We offer a fee-free membership suspension for medical reasons, provided you submit valid medical documentation. This medical suspension can be extended as needed with up-to-date medical evidence.

Once your suspension request is processed, we will send a confirmation email.

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 club rules.

12. Guests

Only adult members may bring guests to the Club with additional fees in accordance with our rules.
We reserve the right to ask for Identification at point of entry for all guest visits to the club.

13. Additional Services

13.1 You may purchase personal training sessions from us while your membership is active.

13.2 As a member, you are eligible to purchase other additional services we may offer periodically at a discounted rate. These may include, but are not limited to, swimming lessons through Swim School. For information on fees for these additional services, please contact us directly.

14. Facilities

14.1 We reserve the right to restrict access to the club or certain areas for health and safety reasons, such as when the club has reached maximum occupancy.

14.2 We may occasionally close specific areas or the entire club at our discretion for purposes such as repairs, maintenance, refurbishment, deep cleaning, public holidays, or events. When possible, we will provide at least one week's notice for such closures.

14.3 To accommodate Wellington College requirements, we may occasionally close certain areas or the entire club. We will aim to provide reasonable notice for these closures, though it may be less than five days.

14.4 Club opening hours are displayed on our website and at the club reception and may be subject to change. Where feasible, we will provide one month's notice for changes. Opening hours may also vary between college term times and holidays, as well as during Christmas and other bank holidays.

14.5 We reserve the right to adjust, reduce, or withdraw certain facilities, services, classes, or activities, either temporarily or permanently, at any time.

14.6 If we make a substantial change to the club's opening hours or available facilities, you may be eligible to cancel your membership in accordance with clause 9.4.

14.7 Where changing facilities and toilets are marked as for use by men or by women, you must use those which accord with your sex. When using the changing facilities and toilets, you are expected to respect the privacy and dignity of other persons using those facilities. By law, our members and visitors who use a changing room marked as 'male' or 'female' must select the one that matches their biological sex. Our all gender and single-occupancy facilities can be used by everyone, If you need help locating our all gender and single-occupancy facilities, our front-of-house team will be happy to assist. If you have any questions or concerns about which changing room is right for you, please email hello@wellingtonfitness.co.uk.

15. Liability

15.1 We are not responsible for any damage to or loss of your property (or a guest's property), except where such loss or damage results from our own negligence.

15.2 In cases of death or personal injury to you (or a guest), our liability is limited to instances where it is directly caused by our negligence.

15.3 You must not misuse the facilities or equipment at the club. You will be responsible for covering the cost of any damage to our property if such damage is caused by your intentional or negligent actions.

15.4 These Terms and Conditions do not limit any of your statutory rights as a consumer.

16. Other important terms

16.1 Changes to this agreement.

(a) Changes to comply with the law. Sometimes we need to change our agreement with you to comply with changes in the law. We may make these changes provided 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 any part of this agreement is deemed unlawful by a court, the remaining provisions will continue to be enforceable. Each clause in these terms functions independently, so if any court or relevant authority finds a clause unlawful, the other clauses will still remain fully effective.

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 ***Artificial Intelligence (AI) Wearable Devices***
To protect the privacy, safety and wellbeing of members, pupils, staff and visitors, the use of AI-enabled wearable devices (including, but not limited to, AI smart glasses, AI-enabled cameras, recording devices, smart earbuds with recording functionality, and similar technologies) is prohibited at all times whilst on the premises. Visitors, contractors, parents and other third parties must not use such devices to record, livestream, photograph, transcribe, monitor or otherwise capture information, images, audio or video whilst on site. Any visitor requiring the use of assistive technology for accessibility purposes should notify us in advance so that appropriate arrangements can be considered. Failure to comply with this requirement may result in removal from site and, where appropriate, further action being taken in accordance with the College's safeguarding, data protection and security procedures.

16.9 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.

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