

Terms and Conditions of Membership and Club Use

1. Introduction:

1.1. These terms and conditions have been produced to ensure that all users of UCS Active are assured of an enjoyable experience on each and every one of their visits. Whilst detailed in their nature, together with the membership documentation they constitute the Club Rules and support the UCS Active Management Team's aim to provide an extremely high standard of customer care and service. Memberships may only become active on receipt of the appropriate membership fee. Once a membership application form has been signed, applicants are deemed to have accepted and be bound by the following terms and conditions:

2. Definitions:

2.1. **"Administration Fee"**: A non-refundable fee payable by a prospective member upon the Club accepting and processing their application, and on various other occasions at the discretion of the Management Team.

2.2. **"Club"**: UCS Active.

2.3. **"Club premises"**: Sports hall, gymnasium, swimming pool and directly associated facilities licensed by UCS for use by UCS Active, including car parking spaces within the UCS Senior School site.

2.4. **"Joining Fee"**: A non-refundable fee payable by a prospective member upon the Club approving their application for membership.

2.5. **"Manager", "Management", "Management Team"**: Any member of the UCS Active staff acting on the authority of the manager on duty.

2.6. **"Member"**: A person accepted into membership of the Club and who has paid the appropriate membership fee.

2.7. **"Membership Fee"**: A non-refundable fee contracted over twelve months, payable annually in advance, or in monthly instalments by direct debit, or by any other means agreed in advance with the Club.

2.8. **"Tariff Charge"**: Fees applicable for the use of certain parts of the Club premises or for certain activities taking place therein.

2.9. **"UCS"**: University College School, Hampstead, including its Junior Branch and The Phoenix School Ltd.

2.10. **"User"**: Any person present on Club premises.

3. Membership:

3.1. **Duration**: When you join the Club you are agreeing to remain a member for a Commitment Period. For administrative reasons, this period covers the rest of the calendar month in which you join (if you join after the first day of the month) and the following 12 full months. This Commitment Period is a core term of membership necessary to allow us, as a private Club, to commit to the level of investment required in providing

equipment and facilities to the standard expected by our members. If you choose to pay your membership fees monthly, your Club membership will continue automatically after the Commitment Period. If you choose to join the Club by paying your Commitment Period membership fee in advance, your Club membership will terminate automatically on expiry of the Commitment Period.

3.2. **Termination**: You may terminate your membership of the Club for convenience by giving the Club at least 3 complete calendar months' notice, so that your membership will end at the end of the third complete calendar month after notice was given: for example, if you give notice on 1 June it will expire on 31 August, if you give notice on 8 June it will expire on 30 September. You can give notice to terminate at any point during the Commitment Period but this cannot end your membership before the end of the Commitment Period (unless a shorter period of notice is permitted under these terms of the Club Rules). The Club may also terminate your membership after expiry of the Commitment Period by giving you at least 3 complete calendar months' notice (unless a shorter period of notice is permitted under these terms of the Club Rules). We may, however, terminate your membership immediately if:

- 3.2.1. you, or your guests, commit a serious or repeated breach of these terms or the Club's Rules and, in particular, if you do not adhere to the safe and proper use of the Club's equipment or facilities as instructed by our staff or in Club notices;
- 3.2.2. the behaviour or conduct of you, or your guests, is reasonably deemed by the Club to be improper or likely to endanger the welfare, safety, harmony or good reputation of the Club;
- 3.2.3. any part of your membership fee remains unpaid 30 days after its due date;
- 3.2.4. you provide us with materially false or misleading details when applying for membership;
- 3.2.5. you misuse your UCS Active membership card.
- 3.2.6. If we terminate your membership for any of these reasons (or you terminate without giving the due notice period), you will remain liable to pay the membership fees for the due notice period and, if applicable, the remainder of any unexpired Commitment Period.
- 3.2.7. You may terminate your membership immediately on giving written notice to the Club:
 - 3.2.7.1. if we commit a serious or repeated breach of these terms;
 - 3.2.7.2. or on the grounds of the unavailability of facilities where the unavailable facilities comprise either a substantial part of any particular facilities or a substantial part of the Club's overall facilities.

- 3.2.7.3. In either case, such unavailability must have a material adverse effect on your use of the Club and the whole or greater part of the affected facilities must be available for at least 20 days in any period of 60 days (or at least 60 days in any period of 365 days). If the unavailability is less than this (in effect, time or extent) then you may be entitled to compensation, but not to terminate your membership.
- 3.2.7.4. If you terminate your membership in these circumstances, you will be entitled to an appropriate refund of membership fees paid in advance and/or compensation as a matter of law.
- 3.2.8. The Club may (also in its reasonable discretion) agree to terminate your membership if you suffer a medical condition which has a substantial and long term adverse effect on your ability to continue with your usual usage of the Club facilities. The Club may require reasonable evidence of your medical condition, such as a doctor's certificate.
- 3.2.9. **Notice:** You must give written notice of termination to the Club to terminate your membership. Cancelling your direct debit instruction for the payment of fees is not sufficient.
- 3.2.10. Joining fees are not refundable on termination of membership under any circumstances.
- 3.3. Membership Categories:** The Club offers different categories of membership. Your choice of category on joining will determine the fees you pay and any restrictions that may apply to your use of the Club facilities. You may change to any other available membership category by giving one month's notice to the Club (except you cannot downgrade your membership category during the Commitment Period. The Club may require a minimum age for junior membership. If the Club permits a junior to join independent of an adult member, this will be subject to (a) the relevant membership fees for the Commitment Period being paid in advance or (b) a parent or guardian providing a suitable guarantee for the payment of monthly membership fees.
- 3.4. Joint Membership:** Joint members are restricted to the Primary member's spouse/partner, their dependant children living at the same address and a nanny/carer of such dependant children. If the spouse/partner of the Primary member is or becomes a Joint member of the Primary member he/she will be a Joint Partner member. Joint Partner members have all the rights and obligations of other adult Joint members except that they have a Commitment Period and are jointly and severally liable under clause 5.6. Adult Joint members are full members of the Club and must observe these membership terms in full. Should an existing Joint member succeed a Primary member they will assume all the rights and obligations of the previous Primary member, including as to fees.
- 3.5. Membership Card:** You will be issued with a UCS Active membership card, which will be personal to you and remain the property of the Club and you must return it to the Club on your membership coming to an end. You must present your membership card to the Club reception on each visit before using the facilities and report any loss of your card to the Club immediately. Any misuse of your membership card may lead us to terminating your Club membership immediately.
- 3.6. Acceptance and Entry:** Acceptance as a member is at the Club's absolute discretion. The Club reserves the right to prevent entry of any person whose membership has been cancelled or suspended under these terms.
- 3.7. Membership Suspension:** During your Commitment Period the Club may (in its reasonable discretion) permit your membership to be suspended (i.e. put "on hold") if you suffer a medical condition likely to preclude you from using the Club for a period of at least 3 months. The Club may require reasonable evidence of your medical condition, such as a doctor's certificate.
- 3.7.1. Suspension periods must run for complete calendar months and must be notified and agreed to by the Club in writing in advance of their commencement.
- 3.7.2. Any suspension during the Commitment Period will extend the length of the Commitment Period by the length of the period your membership is put on hold.
- 3.7.3. Outside of your Commitment Period the Club may (in its reasonable discretion) permit your membership to be put on hold for reasonable cause.
- 3.7.4. We will only permit one suspension in any 12 month period.
- 3.7.5. In all cases, a monthly on hold fee will be charged.
- 3.7.6. Notice to terminate membership cannot run concurrently with a suspension period.
- 3.8. Transfer of Membership:** A Primary member may transfer their membership to an existing Joint Member subject to their assuming the Primary membership fee. Such a transfer will only be permitted if the Joint member's fee is paid for the balance of the Commitment Period or notice period (as applicable). The Club requires at least 1 month's notice of any transfer request.
- 4. Fees:**
- 4.1. The Membership Application form sets out the membership fee and joining fee payable on joining. If you pay membership fees monthly, they are payable in advance by direct debit. If you pay membership fees annually, they are payable in advance in the anniversary month.
- 4.2. We may appoint a payment processing agent to receive and collect your monthly or annual direct debit instalments and in respect of payments made by a debit/credit card. There will be no extra cost to you for these processing services supplied by such agent.
- 4.3. If your bank fails to make a due direct debit payment from your account, we (or our processing agent) will write to advise you of this. We (or our processing agent) may apply to your bank for payment by direct debit for up to two times and we (or our processing agent) reserve the right to refer any missed payments to a debt collection agency. We may charge a fee for failed direct debit payments and/or letters sent to you in respect of unpaid amounts.
- 4.4. If your membership comes to an end, a joining fee will be payable on any renewal of membership.
- 4.5. Where there is any change in the status or membership category of any member, the fees applicable to that new status or category of membership will apply.
- 4.6. All Club membership fees and other fees are reviewed periodically and any changes to these are generally implemented on 15th January each year (including during your Commitment Period). We will give you at least 1 month's notice of any change of membership fees.
- 4.7. Primary and Joint members are jointly and severally responsible for each other's and all members' fees. Where Joint members' fees are paid by direct debit, they must be paid from the same bank account as that of the Primary member and, where we have appointed a direct debit processing agent under clause 5.2, will be subject to the direct debit processing fee charged by such agent as there described.
- 4.8. The Club reserves the right to require satisfactory confirmation of the name and address of any member and to restrict the amount of cash it will accept in settlement of fees or other amounts due.

5. Miscellaneous Fees:

5.1. We may charge a reasonable fee of up to £30 for any of the following: replacing lost membership cards, processing failed direct debit payments, recovery of unpaid fees, removing or adding Joint members, changing membership category and transferring membership.

6. Club Rules:

6.1. As a member you must comply with the Club Rules, which relate principally to the use of the facilities and members' conduct. These will be displayed prominently in the Club premises and a copy will be supplied to you on joining. Further copies will be made available on request. We may (unless stated elsewhere in these terms) make reasonable changes to the Club Rules from time to time.

7. Use of Club Equipment and Facilities:

7.1. You will only be permitted to use the Club facilities provided that your membership is current and fully paid up or that you have made payment arrangements acceptable to the Club.

7.2. Details of the Club's current opening hours and facilities are displayed on notices at the Club. We may sometimes need to change opening hours or the facilities available, for example for maintenance or refurbishment. If we need to do this we will, wherever possible, display notices at the Club reasonably in advance. However, if we make a significant change to the opening hours and/or facilities available you may have the right to cancel your membership under clause 8 of these terms. Members should be aware that University College School (UCS) requirements have precedence and that UCS Active facilities may occasionally be unavailable at short notice.

7.3. Your use of any Club equipment is entirely at your own risk, except to the extent that there is any negligence or breach of any legal duty by the Club or its staff.

7.4. Induction sessions explaining the safe and proper use of relevant equipment will be made available to you on joining the Club. It is your responsibility to arrange appropriate induction.

7.5. You must not use any equipment or undertake any activity unless you are satisfied that you are competent to do so safely and properly.

7.6. You must take care to safeguard your own health and safety and that of other people whilst using the equipment and facilities.

7.7. You will be responsible for any harm or injury that you cause to yourself or another person or to the Club to the extent that it is caused through your unsafe or improper use of the equipment or facilities.

7.8. The Club will not be responsible for any loss, harm or injury to you to the extent that this is caused by your unsafe or improper use of the equipment or facilities or your failing to advise Club staff of a medical condition relevant to your use of these.

8. Valuables and Liability:

8.1. The Club provides lockers for the storage of personal items and uses all reasonable efforts to provide a secure environment at the Club. Nevertheless the Club cannot eliminate entirely the risk of theft, damage or loss of members' personal possessions and we advise you not to bring valuable items such as jewellery or large amounts of cash to the Club.

8.2. Please note that although we do not limit liability for death or personal injury caused by our negligence, the Club will not be responsible or liable to you (except to the extent that we are negligent or in breach of any legal duty) for:

8.2.1. any loss or damage to any of your possessions not locked into one of the lockers provided;

8.2.2. the items you choose to place in the Club's lockers (and it is strictly your responsibility to check that the locker is properly locked and secure before leaving possessions in it);

8.2.3. the criminal acts of any person on the Club premises such as theft of lockers or vehicles or their contents;

8.2.4. any loss or damage to your possessions in excess of £200 in total;

8.2.5. loss or damage caused through misuse under any circumstances of stolen keys, wallets, purses, credit cards, debit cards or cheque books;

8.2.6. loss or damage caused through a third party providing independent services or facilities to members on Club premises;

8.2.7. damage to or loss of or from vehicles and bicycles left in the school's car park or premises;

8.2.8. events which we could not have foreseen or forestalled even if we had taken all reasonable care.

9. CCTV: In the interests of security and the health and safety of members and staff, the Club may operate CCTV cameras at various points inside and outside its premises. Access to recorded images will be restricted to authorised members of staff only.

10. Contractual Changes: The Club may from time to time change or add to these terms for security, legal or regulatory reasons. Where reasonable, we will provide at least one month's notice of any significant changes by displaying them on Club notice boards. If any change has a material adverse effect on your use of the Club you may terminate your membership at any time on giving the Club 30 days' notice.

11. Notices:

11.1. Notices from you to the Club must be in writing and addressed to the Enterprise Director at the Club. The Club reserves the right to require evidence of posting or delivery where it has no record of receipt or the date of any notice appears inconsistent with the date of receipt. In these cases the notice will be deemed not given unless such evidence is produced. Any notice handed to the Club must be receipted.

11.2. Notices from the Club to you will be posted to you at your address in the membership records (or, where these terms permit, displayed on notice boards at the Club).

12. Force Majeure: The Club will not be deemed to be in breach of these terms by reason of any delay or failure to perform in accordance with these terms if such delay or failure is due to any cause beyond the Club's reasonable control.