

# UCS ACTIVE CLUB RULES

# CONTENTS

1	CLUB RULES	P. 2
2	GENERAL USE OF FACILITIES	P. 2
3	JUNIOR MEMBERS (0-15 YEARS INCLUSIVE)	P. 2
4	SOCIAL ACTIVITIES	P. 2
5	SMOKING/SUBSTANCE ABUSE	P. 2
6	GUESTS	P. 2 – 3
7	DRESS	P. 3
8	BEHAVIOUR	P. 3
9	HIRE OF PREMISES	P. 3
10	SAFETY AND HYGIENE	P. 3 – 4
11	FITNESS FACILITIES	P. 4
12	BOOKED ACTIVITIES	P. 4 – 5
13	SWIMMING POOL	P. 5
14	CHANGING ROOMS	P. 5 – 6
15	LOCKERS	P. 6
16	TENNIS	P. 6 – 7
17	PHONES AND VIDEO EQUIPMENT	P. 7
18	LOST PROPERTY	P. 7
19	CAR PARKING	P. 7
20	COMMENTS AND COMPLAINTS	P. 7

# CLUB RULES

- 1. Club Rules** are displayed prominently in the Club premises and a copy is supplied to Members on joining. Further copies will be made available on request.
- 2. General Use of Facilities:** Members and their Guests are entitled to use the facilities of the Club provided always that the Club may at any time, without penalty, withdraw all or part of such facilities for any periods with or without notice in connection with any cleaning, repair, alteration or maintenance work, or for any reason which the Management Team deem necessary.
- 3. Junior Members (0-15 years inclusive):**
  - 3.1. In some cases, certain activities or facilities are not suitable for Junior Members. For health and safety reasons, the Club reserves the right, entirely at its discretion, to determine whether specific facilities or activities are available to Junior Members and the conditions applying thereto. These conditions will be displayed on Club notice boards and may relate to supervision, availability, and activity specific rules.
  - 3.2. 0–15 year olds must be supervised at all times. May not use the facilities after 8pm. Junior members must abide by the Adults only times within swimming pool areas.
  - 3.3. All children 0–15 years old must be supervised by a parent or guardian at all times. UCS Active take no responsibility for children with the exception of supervised sessions.
  - 3.4. Parents and guardians of children under 16 years old must be present at UCS Active at all times, unless the child is taking part in supervised sessions.
- 4. Social Activities:** The Club reserves the right at any time, with or without notice, to set aside facilities for tournaments, exhibitions, conferences or other social activities. In addition, Members should also be aware that University College School (UCS) requirements have precedence and that UCS Active facilities may therefore occasionally be unavailable at short notice.
- 5. Smoking/Substance Abuse:** The whole grounds of UCS Facilities is deemed as a non-smoking site.
- 6. Guests:**
  - 6.1. Guests may be introduced only by Members over 16 years of age.
  - 6.2. Guests must be accompanied by the Member introducing them. Both the Member and Guest must sign in at Reception by completing a Guest registration form and must pay a Guest fee in addition to any facility fee (if appropriate). Guests must complete a pre-exercise questionnaire prior to using any of the facilities. UCS Active reserves the right to deny access to Guests on medical grounds. Members must accept responsibility for their Guest's behaviour and ensure that their Guests abide by these Club Rules.

6.3. The same Guest may not visit the Club, other than as a Social Guest, more than 24 times in any 12 month period. A maximum of 2 Guests per member are permitted at any one time. Social Guests may use only the café/ Reception/viewing facilities. Abuse of Guest Rules and procedures may result in action being taken to cancel the Membership of the introducing Member.

6.3.1 Guests who have no member connection may use the facilities twice per 12 month period (as guest fee prices to rise to £15 per adult, £7.50 per under 16).

6.4. No person whose Membership of the Club has been terminated, or whose application for Membership has at any time been refused, shall be admitted as a Guest.

6.5. The Club reserves the right to refuse admission to any person as a Guest to the Club Premises.

7. **Dress: Members and Guests** are required to dress appropriately when using Club facilities. Some activities will require specific dress codes, which are amplified in part below and will be posted on Club notice boards. In particular, the correct footwear must be worn at all times. Outdoor shoes are not permitted in the Sports Hall, Fitness Room, and Fitness Studio, or on the poolside. Swimwear or soiled sports clothing may not be worn in the reception areas.

8. **Behaviour:** Members and Guests must respect the Club facilities and staff. If any Member shall cause nuisance or annoyance to other Members, Guests or Club staff, or misuse the Club facilities, or breach any etiquette guidelines, or generally behave inappropriately, the Club reserves the right to refuse admission and/or to ask the person

to leave the Club premises. In particular, abusive or foul language, threatening or violent behaviour will not be tolerated. In some cases, Membership will be terminated or suspended at the discretion of the Club management.

9. **Hire of Premises:** External organisations and individuals who are not Members may under certain circumstances hire specific facilities within the Club Premises e.g., the Sports Hall or Swimming Pool, and, for the purposes of these rules are deemed to be full Members solely for the duration of their hire period. All users must abide by the rules of the Club. Misuse of Club facilities will result in termination of any agreement. The Club reserves the right to refuse admission to any non-member/organisation.

#### 10. Safety and Hygiene:

10.1. Users may not bring food or drink (with the exception of water or sports drinks), alcoholic or intoxicating liquor, narcotics or other mood altering substances to, or consume them on Club premises.

10.2. No crockery or glassware is allowed in the changing rooms, fitness areas, sports hall, swimming pool and other activity areas. All drinks in the Club must be in a paper or plastic container. With the exception of guide dogs, no pets are permitted on Club premises.

10.3. Entry to the Club is permitted only at the Club Reception entrance. All Members and Guests must sign in to the Club at Reception. Fire exits, which are clearly marked, are provided for user safety and must not be interfered with for any reason.

10.4. In the event of an emergency evacuation, Members and Guests must immediately proceed in an orderly fashion to the nearest

available exit, leave the Club buildings and make their way to the designated fire evacuation point. Members and Guests must follow all Club Rules and any instructions given by Club staff.

#### 11. Fitness Facilities:

11.1. No juniors under the age of 16 are allowed in the Fitness Rooms unless involved in a specific session as agreed by the Club Management. In any event, juniors must observe notices and instructions concerning the safe and proper use of all equipment.

11.2. Members must wear suitable clothing and footwear. All clothing must be appropriate for exercise.

11.3. Members must have undergone an induction process for the Fitness Room before they are allowed use of the facility. Members must ensure that their Guests sign the appropriate disclaimer form before using the facility.

11.4. Members and their Guests are particularly advised not to undertake strenuous physical activities for which they might not be medically fit and must agree to seek medical advice if their current status changes. Members and Guests who have any reservation as to their physical condition are advised to have a medical check-up before embarking on any exercise.

11.5. Access to the fitness areas may be limited in the event of classes or pre-organised sessions. Details of these will be displayed on Club notice boards, web site and in publications.

11.6. All coaching and personal training is managed by the Club. No other coaching or personal training is permitted without prior written consent from the Management Team.

#### 12. Booked Activities:

12.1. All classes and courses may be booked in person at Reception, by telephone or on-line, quoting the Members name and Membership number. The Member who makes the booking is liable for all fees relating to any activities or facilities booked by them.

12.2. Members may book classes (studio and aqua) up to 7 days in advance. This may change if classes become over prescribed. A minimum of 24 hours notice must be given for cancellation of a booking. Bookings that are cancelled less than 24 hours in advance will be subject to payment. Members, who fail to take up a booked activity, or fail to give the required notice, will be charged an administration fee, together with the activity cost, if applicable. Further details of these fees are available from Reception and may vary from time to time at the sole discretion of the Commercial Director.

12.3. Courses and holiday programme activities incur an additional fee and may be booked at any time once they have been advertised. Courses and holiday programme activities will be advertised on Club notice boards, on the Club's web site and by quarterly newsletter.

12.4. Members must wear suitable sports clothing and footwear for the classes or activity. Participation is at the discretion of the teacher/instructor. If, in the opinion of the teacher/instructor, it is considered unsafe for a particular Member/Guest to participate, then the Member/Guest will be refused entry to the class/activity.

12.5. Members/Guests more than 5 minutes late to a class will be denied entry. Members must check the level of the class or activity before attending. Members may do this by observing the class level guide on the studio timetable, or by looking at the class description. Members may also ask for advice from Reception.

12.6. The Fitness Studio and Sports Hall may only be used by Members/Guests in structured classes/courses or events run by UCS Active staff, or by the approval of the Club Management. Members and Guests must abide by all rules displayed on the Club notice board.

### 13. Swimming Pool:

13.1. Members and Guests must abide by the rules displayed at the pool side. Diving is permitted only at the deep end of the pool. No diving into water of less than 1.5m in depth is permitted.

13.2. The pool is supervised by Club staff but all juniors must still be supervised at all times, by an adult Member. Adults may supervise a maximum of four juniors. In the water, Juniors under 13 years of age must be supervised by an adult at all times. Provided that the juniors are competent swimmers, an adult may supervise a maximum of four juniors (aged 13 or under) in the water. Under 13 year olds who are weak or non-swimmers must have adult supervision on a one-to-one basis. Accompanying adults must not leave children under 13 unattended or beyond visual contact.

13.3. For reasons of health and hygiene, all Members and Guests are required to shower before entering the pool. Showers for this purpose are provided in the changing areas.

Members and Guests are asked to wear clean and appropriate swim wear. Children who wear nappies must wear Aqua Nappies.

13.4. The pool may be reserved at certain periods for adult only sessions, swimming lessons or other pool activities. The facility may therefore be partly or fully closed at set times. Prior notice will be displayed on Club notices and programmes.

13.5. Lilos, buggies, electrical equipment and anything which the Club in its absolute discretion considers to be a hazard or detrimental to the use of the pool and its environs are not permitted. Flippers or snorkels may not be used. For Club staff to ensure the safety of its users, Members and Guests must abide by all rules and instruction given by the staff. No food is allowed on pool side but Members may take water in a plastic container. If lane swimming is in progress Members/Guests must swim anticlockwise in the lanes. In the fast lane, any Member or Guest found resting at the side of the lane or swimming too slowly may be asked to leave that particular lane by a member of staff.

13.6. If the pool reaches the maximum capacity for certain activities. If these capacity numbers are reached. Members will be asked to wait on reception before entering the pool.

### 14. Changing Rooms:

14.1. Members must use the changing room of their own genders. Children under the age of 8 may use the opposite gender changing room provided that they are supervised by the parent/guardian.

14.1.1 Members from 8–15 years who do not have a same gender parent/guardian may use the Disabled/young adult changing room should they request to use it.

14.2. Members and their Guests are asked to respect the Club Rules and other Members/Guests in the changing rooms at all times. Club users are requested to remove litter on leaving the premises or to place it in the bins provided. UCS Active is committed to ensuring a high standard of cleanliness and hygiene within the Club. Members and their Guests can assist in this respect by reporting any problems with the changing rooms to Reception.

14.3. No photography (including the taking of images through use of mobile phones/camcorders or other electronic devices) is allowed in any area of the Club. Anyone using them will be asked to leave the Club immediately and the incident may be reported to the police. Mobile phones may be used only within the Reception area, or as a music device within the Gym.

15. **Lockers:** Members and Guests are advised to leave all valuables at home. Where this is not possible, Members and Guests are asked to store personal belongings in the lockers provided (£1 coin returnable). All usage of lockers is governed by the Membership terms and conditions. Lockers are provided on a daily basis only and items left overnight will be removed on the following day and treated as lost property.

### 16. Tennis:

• Tennis courts are provided for members use and can only be booked by a fully paid up member of UCS Active.

• Guests can use the court if accompanied by a full paying member.

• Members should accompany their guest to reception and pay the appropriate guest fee or produce a guest pass.

• Before proceeding to the courts, each member should register at reception, at which point the court will be allocated.

• The courts can only be booked on the hour and for a maximum of one hour per membership. At the end of the hour slot, members should vacate the court regardless of the score.

• Courts may be booked 7 days in advance.

• All members and guest should play in suitable tennis clothing and wear appropriate flat soled footwear that will not damage the playing surface.

• Mobile phones should be switched off on court.

• The management team reserve the right to prohibit play on the court when it deems necessary and to reserve any court for tournaments, matches or school use.

• Glass bottles, container and food should not be taken onto the tennis courts.

• All litter must be disposed of responsibly.

• Only coaches who are contracted to the club and have been approved by the management team may coach at the club.

• Bicycles, scooters etc. should be left outside the court area.

• Members and their guests are expected to behave in a responsible and courteous manner at all times, both on or off the court. If any member or guest should cause a nuisance or annoyance to our members, guests or club

staff, or misuse the club facilities, or breach any etiquette guidelines or generally behave inappropriately the club reserve the right to refuse admission and/or ask the person to leave the club premises. In particular, abusive or foul language, threatening or violent behaviour will not be tolerated. In some cases, memberships will be terminated or suspended at the discretion of the club management.

- Tennis courts are only to be used for Tennis and no other type of sports or activities.

**17. Phones and Video Equipment:** No photography (including the taking of images through use of mobile phones/camcorders or other electronic devices) is allowed in any area of the Club. Anyone using them will be asked to leave the Club immediately and the incident may be reported to the police. Mobile phones may be used only within the Reception area, or as a music device within the Gym.

**18. Lost Property:** All lost property found on the premises should be handed in to the Club Reception. Items whose ownership cannot be identified will be stored by the Club for a period of 4 weeks. Items not claimed within this time will be donated to a local charity.

#### **19. Car Parking:**

19.1. Subject to certain conditions, up to 90 car parking spaces are available on an opportunity basis adjacent to the Club within the confines of the UCS Senior School site.

19.2. Members or Guest using the car park must park in designated areas only and must not block service areas, roads or emergency exits.

19.3. Members or Guests may not be allowed to leave vehicles overnight or when they are absent from the Club premises.

19.4. Only vehicles bearing a recognised disabled sticker may use designated disabled parking spaces.

19.5. Incorrectly parked vehicles may have notices attached to windscreens and/or be clamped and a penalty may be imposed and/or other action taken.

19.6. Car and their contents are parked entirely at the owners risk and responsibility.

19.7. Neither UCS Active nor UCS will accept any liability whatsoever for loss or damage to cars or their contents howsoever caused within the confines of the UCS Senior School site.

**20. Comments and Complaints:** If you have any comments or complaints you may fill in a comment card at Reception. This will then be passed to the Commercial Director . If you require written response, a phone call or a meeting to discuss the comment or problem, you must identify the type of response required at the bottom of the comment card. Any member or guest dissatisfied with any decision of the Club must contact the Commercial Director by using the comment card.

# UCS ACTIVE TERMS AND CONDITIONS OF MEMBERSHIP AND CLUB USE

# CONTENTS

1	INTRODUCTION	P. 2
2	DEFINITIONS	P. 2
3	MEMBERSHIP	P. 3 – 5
4	FEES	P. 5 – 6
5	MISCELLANEOUS FEES	P. 6
6	CLUB RULES	P. 6
7	USE OF CLUB EQUIPMENT AND FACILITIES	P. 6 – 7
8	VALUABLES AND LIABILITY	P. 7 – 8
9	CCTV	P. 8
10	CONTRACTUAL CHANGES	P. 8
11	NOTICES	P. 8
12	FORCE MAJEURE	P. 8
	<b>DATA PROTECTION POLICY</b>	<b>P. 9 – 14</b>

# 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 payable annually in advance, or in monthly instalments by direct debit, or by any other means agreed in advance with the Club.

2.7.1 Direct Debit payments are collected on or around the 15th of the Month, and are payable in advance for the following months membership (Example: the direct debit for January would be collected on or around January 15th, and would cover membership from January 15th – February 14th).

2.7.2 If paying by Direct Debit, upon joining you will be charged an administration fee (2.1) and a Joining Fee (2.4) plus a pro-rata membership payment covering the rest of the calendar month and the period up to the 14th of the following month (Example: a member joining on 2nd January would be pay for membership for the whole of January, plus the period up to the 14th February. A member joining on the 30th January, would pay for the 30th & the 31st, plus the period up to 14th February).

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 pro-rata membership period (as described in 2.7.2 above) plus the first Direct Debit payment period (as described in 2.7.1). (Example: if a member joins on the 1st January, their Commitment Period would run from 1st January to 14th March. If a member joins on the 30th January, their Commitment Period runs from 30th January to 14th March). This commitment period is a core term of membership. If paying by monthly direct debit, your membership will continue automatically after the Commitment Period.

**3.2. Termination:** You may terminate your membership of the club by (in writing via email) e-mailing the Memberships Manager, giving the Club at least one month's notice. Your cancellation request will be actioned within one calendar month of receiving the request, however, due to the date of the Debit payments detailed in section 2.7.1 above, all cancellations take effect as of the 15th of the month. (Example: if a member emails to cancel their membership on 27th January, the Membership Manager has until 27th February to action the cancellation request, and the cancellation would come into effect on 15th March). **Notice: You must give written notice of termination of your membership. Verbal cancellation requests will be rejected. Cancelling your Direct Debit instruction for the payment of fees does not constitute a cancellation request.** The Club may also terminate your membership after the expiry of the Commitment Period (as defined in Section 3.1) by giving you at least one month's notice (unless a shorter period of notice is permitted under these terms or

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 under the following circumstances:

**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.** 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. On a Joint membership, if one member suspends or cancels their membership the Partner's membership reverts to the Individual rate. 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.

**3.5.1.** Membership cards are not transferable and must only be used by the member to whom they are assigned.

**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 a complete month and must be notified in writing by giving at least one month's notice 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, except in exceptional circumstances and where the request has been made and agreed in writing.

**3.7.5.** 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.

**3.9.** It is the responsibility of the member to inform the club if and when they turn 65. At this point the membership fee will be charged at the senior citizen rate. It is not the responsibility of UCS Active to monitor age changes. The discounted rate will only be applied from the moment the member informs the club in writing and cannot be backdated.

**3.9.1. Family Memberships:** Children under the age of 5 are free of charge if they are part of an Individual or Joint membership. It is the responsibility of the primary member to inform the club when the child/children turn 5 years of age.

**3.9.2. Student membership:** Eligibility for student rate membership is subject to the receipt of proof that they are in full time education. Part time education does not qualify for the student rate.

#### **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. If debit payments are missed and the balance isn't cleared we reserve the right to terminate the membership in line with point 3.2.3 above.

**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 4.2, 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 due 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.

7.9. Some activities at UCS Active are run by external contractors. These contractors have their own Public Liability insurance and are responsible for your health and safety when in their care. All activities are undertaken at your own risk and UCS Active are not responsible for any injuries incurred. These contractors include Personal Trainers, Paul Dillon Swimming and Tennis Coaches. For a full list, please contact the UCS Active Management Team.

## 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 Commercial 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.

UCS Active is the operating name of UCS Facilities.

## Registered Office Address:

UCS Facilities  
Frognaal  
Hampstead  
London  
NW3 6XH

Company No: 5926954. Incorporated in England.

# DATA PROTECTION POLICY

UCS Active is a family friendly, relaxed, sociable gym with clean, state-of-the-art facilities for the Hampstead community to enjoy. We are wholly owned by University College School Foundation and all profits made are gifted to the Foundation to help fund bursaries. We respect your privacy and are committed to protecting your personal data carefully, sensibly and legally.

This privacy notice describes the personal information that we collect and receive about you (including any data you provide when you join us as a member or sign up to our Kids Active or In Body assessments), the purposes for which we use it and the steps we take to safeguard your personal data. It also informs you about your privacy rights under the new GDPR legislation and how that legislation protects you.

**Please note**, we have a separate policy covering use of our website and booking classes through our Club Hub portal, which is available for you to view at [www.ucsactive.org.uk/site-info/privacy-policy](http://www.ucsactive.org.uk/site-info/privacy-policy)

This privacy notice was last updated on **14th November 2018**. Unless stated otherwise, this privacy notice applies to all personal data we collect or receive about you.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

## Key Roles

**Data Controller:** UCS Active  
**Data Processor:** EZ Runner Systems Ltd.  
**Data Protection Officer:** Gary Kruse

**DPO Contact Details:**  
E-mail: [gary.kruse@ucsactive.org.uk](mailto:gary.kruse@ucsactive.org.uk)  
Phone: 0207 433 2127

**Postal Address:**  
Gary Kruse  
Data Protection Office  
UCS Active  
Frognaal  
Hampstead  
NW3 6XH

## What Personal Data do we collect about you?

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, receive, use, store and transfer different kinds of personal data about you which we have grouped together follows:

**Identity Data:** First name, last name, username or similar identifier, marital status, title, date of birth and gender.

**Contact Data:** home address, email address and telephone numbers.

**Financial Data:** includes bank account and payment card details.

**Transaction Data:** includes details about payments to and from you.

**Profile Data:** includes your usernames and passwords, details of your membership, your class bookings, your notes of relevant interactions with us, feedback and survey responses.

**Usage Data:** includes dates and times when you signed into the club using your membership cards.

**Marketing and Communications Data:** includes your preferences in receiving our newsletter.

**Aggregated Data:** May be derived from your personal data but is not considered personal data in law as this data does not directly or indirectly reveal your identity. For example, we occasionally run Usage reports to determine peak times for attendance. Data in these reports is anonymised. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy notice.

**Special categories of Personal Data:** (defined as race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). We do not collect Special Category Data unless you opt in to our In-Body Assessment programme.

## How do we collect and receive your Personal Data

We collect and receive personal data from you through direct interactions with us.

**For example:** You may give us your Identity, Contact and Financial Data by filling in membership forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:

- join us as a member;
- make phone or in person bookings for our products or services;
- contact us (whether by post, phone, email or otherwise) or provide us with feedback.
- Tap in or manually register attendance at UCS Active with your membership card or verbally over the front desk. As you use our health clubs and services, we collect Usage Data.

If you have a monthly Direct Debit Membership we may also receive your Contact, Financial and Transaction Data from BACS, our EU based provider of technical, payment, debt recovery and fraud protection services.

## How do we use your Personal Data?

UCS Active will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform a contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

You can read more on the following pages about the types of lawful basis that we rely on to process your personal data, and the purposes for which we will use your personal data.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To create a membership for you as a new customer	(a) Identity (b) Contact (c) Financial	Performance of a contract with you
To manage your membership and other transactions with us: (a) Manage payments, fees and charges (b) Collect and recover money owed to us	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you which will include: (a) Enabling you to book exercise classes, Kids Active sessions and other appointments and services with us (including In Body Assessments) (b) Informing you about changes to our services or other circumstances relevant to you and your use of our health clubs and services (c) Notifying you about changes to our terms and conditions or privacy policy	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications InBody Only – Special Category Data – Biometric Data	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to analyse how customers use our products/services in order to improve and personalise them) (d) INBODY ONLY – Necessary for provision and management of health treatment – Special Category 9(2)(h)
To enable you to participate in promotions, competitions, prize draws or complete surveys	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications	Necessary for our legitimate interests (to analyse how customers use our products/services in order to improve and personalise them and grow our business)

To administer and protect our business, (including data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Transaction (d) Technical (e) Profile (f) Usage	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent and detect fraud and other crime) (b) Necessary to comply with a legal obligation
To enable us to establish, exercise or defend legal claims in relation to our business	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Profile (f) Usage	Necessary for our legitimate interests (to protect our business in the event of legal claims)

### Marketing

We provide you with choices regarding certain personal data uses, particularly around marketing and advertising.

### Marketing from us

As part of the membership sign up, you can opt in to receiving communications from UCS Active, including but not limited to Member Newsletters, Club Alerts, and alerts to changes to the Terms and Conditions. If you do not opt in, you will not receive these communications.

### Opting Out

If you opted into receiving communications, and subsequently wish to opt out, you can do so at any time by following the opt-out links on any marketing message sent to you or by contacting the Data Protection Officer at [gary.kruse@ucsactive.org.uk](mailto:gary.kruse@ucsactive.org.uk);

If you opt out of receiving marketing messages from us but remain a customer, you will continue to receive non-marketing communications (including, but not limited to, information communications about your class bookings or

other appointments with us and communications relating to the management of your membership).

### Third-Party Marketing

UCS Active does not share your data with Third Parties for Marketing purposes.

### Change of Purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so. Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

### Sharing your Personal Data

We do not sell or share your personal data with other organisations for their marketing purposes. We only share your personal data as explained in this privacy notice.

We may share your personal data (for the purposes set out in the table above explaining our use of your personal data) with external third parties (such as EZ Runner and BACS) who perform certain functions on our behalf or provide us with services to enable us to deliver our products and services and manage our business. The services these third parties provide include our membership management system, payment processing and debt collection services, communication distribution services and marketing and data analysis services.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law, including putting in place appropriate contractual obligations and protections. We do not allow our third party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes for which we engage them and in accordance with our instructions.

#### Data Security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

#### Data Retention

We will only retain your personal data for as long as necessary to fulfil the purposes outlined in the table above. By law we have to keep basic

information about our customers (including Transaction Data) for six years after they cease being customers for tax purposes.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

#### Your Legal Rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data. If you want to exercise any of the rights set out below, please contact the Data Protection Officer at [gary.kruse@ucsactive.org.uk](mailto:gary.kruse@ucsactive.org.uk) or call 0207 433 2127.

Your legal rights include:

**Request access** to your personal data (commonly known as a "data subject access request").

**Request correction** of any incomplete or inaccurate personal data that we hold about you.

**Request erasure** of your personal data where we no longer need it for the purposes for which it was collected.

**Object to processing** of your personal data where we are relying on a legitimate interest and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms

**Request restriction of processing** of your personal data.

**Request the transfer** of your personal data to you or to a third party where this is technically feasible.

**Withdraw consent at any time** where we are relying on consent to process your personal data.

**Please note** that, whilst UCS Active will make every effort to fulfil its legal obligations under these rights, there may be instances where we may not be able or required to comply with your requests due to specific legal obligations, or where we can demonstrate a compelling legitimate interest to continue to process your data which overrides your rights and freedoms. In such circumstances, this will be communicated to you in writing (please see Time Limit to Respond below).

#### No fee usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights).

#### What we may need from you

We may request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

#### Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

#### Complaints

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection ([www.ico.org.uk](http://www.ico.org.uk)). However, UCS

Active would appreciate the opportunity to deal with any data protection issues arising, so please contact us in the first instance (see DPO contact details under Key Roles above).