

## **TERMS & CONDITIONS**

### **I. Introduction**

- i These terms and conditions (the "Terms") apply to all Members of the Bluecoat Sports club facilities at Christ's Hospital, Horsham (the "Club"). In these Terms "we", "us" or "our" means Bluecoat Sports, a company limited by guarantee and a registered charity, and a "Member", "you" or "your" means any person who has applied to and been accepted as a Member of the Club.
- ii The address for all correspondence under these Terms is Bluecoat Sports Health & Fitness Club, Christ's Hospital, Horsham, West Sussex, RH13 0YB (the "Club Office").
- iii These Terms form part of your membership agreement with us. Your membership agreement with us is made up of your application form, these Terms (which includes sections A, B and C). Together these documents form a legal agreement between us, so please make sure that you carefully read these Terms and the application form.
- iv You and your guests must comply with all rules and regulations which apply at the Club. Club rules and regulations are displayed at the Club's premises and on the Club's website. We may change the Club rules and regulations at any time.
- v We reserve the right to make changes to our Terms at any time and we will give you reasonable notice of the changes that we plan to make. If you are not happy with the changes, you may cancel your membership in accordance with the provisions of clause A3. These Terms replace any previous versions.
- vi You accept that the Club resides within the grounds of the Christ's Hospital school and you acknowledge that the Club is a shared facility.
- vii The general terms and conditions of Membership are given in Section A.
- viii The terms of use of the Club are given in Section B.
- ix Details of the different types of membership available are given in Section C.
- x Your membership agreement is governed by the laws of England.

### **(A) MEMBERSHIP**

#### **1. Payment**

- 1.1 The different membership fees for each type of membership (for each member your "Membership Fee") and the joining fee (the "Joining Fee") are specified in Section C (Types of Membership).
- 1.2 When starting your membership you will be asked to pay:
  - (a) a pro rata amount of the Membership Fee for the number of days remaining from your Membership start date to the last day of the month in which your membership began. Reception or the Membership Coordinator will calculate and advise you of this pro rata payment due;
  - (b) the Joining Fee; and
  - (c) one month's Membership Fee in advance (only where you intend to pay by direct debit).
- 1.3 You can pay your Membership Fees by monthly direct debit or single annual payment.
- 1.4 We will not refund any Membership Fees you have paid either annually or by direct debit, or any pro rata amount or Joining Fee, unless such a refund is provided for in clause A3. Any claim for a refund must be in writing and sent to the Club Office, marked for the attention of the Membership Coordinator.
- 1.5 While you are a Member you must pay your Membership Fees whether you use the Club facilities or not.
- 1.6 If you choose to pay by monthly direct debit:
  - (a) This is your advance notice of payments to be collected by direct debit guarantee. You will need to complete a direct debit payment authority form.
  - (b) We will take your monthly Membership Fee payments by direct debit on or around the third 3<sup>rd</sup> day of each calendar month and you will pay in advance for the following month.
  - (c) You must send written notice of any amendment of direct debit subscriptions to us at the Club Office, marked for the attention of the Membership Coordinator. This notification must arrive by the 15<sup>th</sup> day of the month. If we agree to these changes we will notify you in writing and they will come into effect from the first day of the following month. If you fail to give notice by that date your request might not be actioned in time for the next direct debit requested by the Club.
  - (d) Once you establish your direct debit payments your membership is indefinite, subject to cancellation by us, until you cancel your membership under the terms of clause A3 or suspension under clause A4.
  - (e) It is your responsibility to arrange to cancel your direct debit on cancellation or suspension of your membership.
  - (f) The Club shall give Members not less than ten working days' written notice of any increase in the monthly Membership Fees. We shall endeavour to restrict such increases to one per year.
- 1.7 If you choose to make an annual payment:
  - (a) In addition to any Joining Fee payable you will be asked to pay the pro rata amount (as described in clause A1.2(a) and the annual Membership Fee in one amount at the beginning of your membership. You may pay these amounts by cheque supported by a cheque guarantee card or bank transfer.
  - (b) We will send you a reminder that your membership is due to expire towards the end of your annual membership. You can cancel your annual membership in accordance with clause A3.2.

#### **2. Changes to your Membership**

- 2.1
  - (a) You may upgrade your membership category at any time by paying the difference for the remainder of the month, and if this notification does not arrive before the 15th day of the month, you will also need to pay the difference of the following month.
  - (b) You may only downgrade your membership category after 3 months on your current membership category. This notification must arrive by the 15th day of the month and will come into effect from the first day of the following month. You must ensure that arrangements are in place to cover any on-going additional membership fees payable. Any request from you to amend your membership category in any way will not be effective until we have confirmed our agreement to you in writing.
- 2.2 If you need to make any changes to your membership or personal or payment details, you should do so in writing to the Membership Coordinator at the Club Office. It is your responsibility to keep us informed of any changes to these details.

#### **3. Cancellation Rights**

- 3.1 If you pay your Membership Fee monthly by direct debit:
  - (a) You may cancel your membership (after the first three months of membership have elapsed) by giving one full calendar month's notice in writing;
  - (b) You must ensure that we receive the notice of cancellation by the 15<sup>th</sup> day of the month before your membership ceases, to ensure that we have sufficient time to action your notice of cancellation;
  - (c) Your written notice must be sent to Membership Administrator at the Club Office; and

- (d) When we have taken the final payment from you, it is your responsibility to ensure that you contact your bank and cancel your direct debit
- (e) If you decide you wish to reinstate your membership within 30 days of the cancellation date you may do so but will be required to pay any sums outstanding for that month up front however will not be subject to a joining fee.
- 3.2 If you have paid your Membership Fee annually in advance (in return for our discounted annual subscription fees) you may cancel at any time after the expiry of your 12 month period of membership by written notice to us to take effect after the expiry of the 12 month membership period.
- 3.3 We will end your membership immediately on receipt of notice of your death. If you have paid in full for annual membership, we will refund any payments you may have made in advance for the full calendar months of membership left. If you pay your Membership Fee by direct debit, on receipt of official notice of your death, your bank will cease to make any further direct debit payments.
- 3.4 We may cancel your membership with immediate effect without notice if, at any time, you:
  - (a) Seriously or repeatedly breach the conditions of your membership;
  - (b) Allow any other person to use your membership card to gain access to the Club;
  - (c) You or your guests use abusive language or behave in a threatening or violent manner or you put any other member or a member of staff at risk; or
  - (d) Your behaviour is in any way injurious to the character of the Club.
- 3.5 If we end your membership in accordance with clause A3.4 then we will not make any refund to you of any monies paid to us for the months you were a member or for any future period you have committed and paid for membership.

#### **4. Suspending your Membership**

- 4.1 You may suspend your membership at any time after the first three months of membership for a minimum period of two months and up to a maximum of nine calendar months if you are pregnant, or for serious illness or injury.
- 4.2 You must ensure that we receive the request to suspend your membership by the 15th day of the month before the month you wish the suspension period to start from and your written notice must be sent to the Membership Administrator at the Club Office.
- 4.3 During the period of suspension we will not charge you the monthly Membership Fee and if you have made an annual payment of your Membership Fee we will extend the period of your paid membership by the agreed period of suspension.
- 4.4 Memberships may be suspended at our discretion. There is a £5 monthly charge for this authorisation.

#### **5. What happens if you fail to make a payment?**

- 5.1 While you still owe us payments, you will not be allowed to enter the Club and we may cancel your membership. More details are set out below, but we reserve the right to start procedures to collect these payments at any time, as follows:
  - (a) Insufficient funds in your account:  
We may try again to collect the payment by direct debit, but if this is not possible we will write to you and ask you to make the payment by cash, cheque, debit or credit card. If, one month after the date we contacted you, you still owe us the payment, we may cancel your membership with immediate effect and take action in accordance with clause A5.2.
  - (b) Incorrect direct debit details from you:  
We will ask you to make the payment by cash, cheque, debit or credit card and ask you to give us your correct details. If you do not make the payment or you do not provide the correct details we may cancel your membership with immediate effect and take action in accordance with clause A5.2.
  - (c) Cancellation of your direct debit with your bank without giving us the necessary notice:  
We will ask you to make the payment due by cash, cheque, debit or credit card. If, one month after the date we contacted you for this money, you still owe us the payment, we may cancel your membership with immediate effect and take action in accordance with clause A5.2.
- 5.2 In each case where any payment from you remains outstanding and we have tried and failed to collect payment as described above we may instruct a debt collection agency to seek any payments you owe (and this would include any associated court costs or other costs we have incurred in collecting the payment).

#### **6. Limitation of Liability**

- 6.1 If any facility, equipment or service at the Club is unavailable because of health and safety reasons or where it is for the benefit of the members then we will not be required to pay you any compensation for this.
- 6.2 If you suffer any loss or damage (other than as a result of our failure to carry out our duties under these Terms to a reasonable standard or arising under our duties to you in law) then we are not required to pay you any compensation for that loss or damage.
- 6.3 If we fail to carry out our duties to you due to a fault of your own or due to the failure of a third party supplier or events which we could not have known about beforehand, even if we had taken all reasonable care, then we will not be liable to pay you any compensation for any loss or damage caused.
- 6.4 We reserve the right to make alterations to the type of facilities we provide if we give you reasonable notice. We will not be liable for any loss or damage caused by these changes unless it cannot be avoided by law.
- 6.5 It is your responsibility to ensure that you are capable of undergoing the exercises provided by the programme/class. Not all exercises shall be suitable for everyone and any exercise programme/class may result in injury. Members accept the risk of injury from performing the normal routine of exercises. To reduce the risk of any injury, if you are unsure it is suitable you should consult your doctor before beginning any programme or class. We reserve the right to decline access to Club facilities or classes on grounds of suspected poor health or unsuitability to the exercise involved and will invoke the suspension of membership pending appropriate confirmation from a suitable health adviser stating otherwise.
- 6.6 For security reasons, please do not bring any jewellery or other valuables into the Club premises. You and your guests are advised to store personal possessions and valuables in the lockers provided. We do not accept responsibility for any items in the Club premises, which are brought to the Club or left there at your own risk.
- 6.7 Nothing in these Terms seeks to exclude our liability for death, personal injury or fraud.

#### **7. Your Personal Data**

- 7.1 We shall take all necessary steps to ensure that any personal data or information provided by you to us shall be treated as confidential information and in particular we shall not:
  - (a) use the personal data or information nor reproduce the data or information in whole or in part in any form except as may be required by our obligations under these Terms;
  - (b) disclose the personal data or information to any third party or persons not authorised to receive it;
  - (c) alter, delete, add to or otherwise interfere with the data or information (save where expressly permitted to do so); or
  - (d) transmit such data and information to a country or territory outside the European Economic Area without your express consent.

### **(B) TERMS OF USE OF THE CLUB**

## 1. Membership Cards

1.1 Your membership card (the "Membership Card") must:

- (a) Be shown and swiped as requested on each visit;
- (b) Only be used by you and you must not lend or give it to anyone else to use; and
- (c) Be carried by you and be visible while you are using the Club facilities (excluding swimming).

1.2 You must return your Membership Card to the Membership Coordinator when your membership expires or otherwise terminates.

1.3 Your Membership Card remains our property and we reserve the right to retain your Membership Card if you default on any payment due to us or are in breach of the terms of your membership.

1.4 All individual Members over the age 14 are issued with their own Membership Cards.

1.5 We reserve the right to capture a photograph of all Members over the age of 14 years. This will be used for membership identification and security purposes only.

## 2. Children

2.1 The Club is committed to safeguarding and promoting the welfare of children and expects all Members in addition to all staff and volunteers to share this commitment. All of our staff are fully aware of the need to safeguard and promote the welfare of all Members and their guests within the Club, with a particular focus on all children, whether they are pupils of Christ's Hospital or otherwise. All of our staff are trained in relation to their responsibility to safeguard children in the Club. Our staff shall ensure that any concerns in relation to the safeguarding and welfare of children at the Club are immediately brought to the attention of a member of the Club management team. The Club will operate specific operational and company procedures in relation to child protection requirements and safe recruitment. Where this affects our members and their guests, these will be clearly communicated as required.

2.2 Parents/guardians of children under the age of 16, unless within a Club supervised activity, take full responsibility for the safety and welfare of their children whilst within the Club.

2.3 No child under 14 years of age will be allowed to use the Club's facilities, except for Bluecoat supervised activities, unless accompanied by a Member aged 18 years or more. For Bluecoat supervised activities an "Adult Member" but be present in the building for the duration of the activity.

2.4 Adult classes are not included on a child membership.

2.5 Members must adopt and adhere to any measures that the Club puts in place to safeguard children at the Club and any failure to do so could lead to termination of their membership. Members must also ensure that their guests are aware of any such measures and are responsible for ensuring that their guests comply with such measures.

2.6 Children over the age of 7 must use the changing facilities appropriate to their gender and where that child is under 14 we recommend the child be supervised by an Adult Member (except for Bluecoat supervised activities).

2.7 A crèche is available for all children between the ages of 3 months and 5 years.

2.8 Parents/guardians wishing to leave a child in the crèche must complete a registration form before using the facilities.

2.9 Parents or guardians of children left at the crèche must remain in the Club at all times.

2.10 Details of the guidelines governing the use of the crèche are available online on the Club's website, on the notice boards and at the crèche.

## 3. Guests

3.1 You may bring up to 3 guests on any one occasion, but you must accompany your guests in the same activity.

3.2 Your guest must pay a guest fee to use the Club facilities.

3.3 Your guests are not permitted in the fitness suite as this is a Members only facility.

3.4 During very busy sessions in the pool, we reserve the right to refuse access to guests.

3.5 You are responsible for ensuring that your guests abide by the rules governing the use of the Club facilities at all times, and any failure by your guests to do so could lead to the termination or suspension of your membership.

## 4. Bookings and cancellation policy

4.1 Squash, outdoor tennis, badminton, sessions and activities may be booked up to 7 days in advance for members. Session may be booked up to 5 days in advance for non-members. Bookings may be made in person or by telephone during the opening hours of the Club and online from midnight.

4.2 If we cancel any session or activity that has been booked and paid for in advance we will refund you the full amount paid.

4.3 If you cancel a session or activity within 24 hours of the commencement you will be asked for a reason for the cancellation which will be recorded for monitoring purposes.

4.4 If you fail to attend a session or activity without cancelling then you will be contacted and asked the reason for your non-attendance which will be recorded for monitoring purposes.

4.5 If you fail to attend a session or activity without cancelling on two or more occasions within a week you will be contacted to be reminded of the requirement to cancel your space. If you fail to attend on a further two or more occasions within a week then you will be contacted and advised that further failed attendance will result in the full cost of the session or activity being charged

4.6 Participants will not be allowed into a session or activity after the start time and the space will be passed to any person waiting.

4.7 All refunds referred to in clauses B4.2 above will be by way of Club vouchers that can be used towards future bookings, or at our discretion towards the cost of your future monthly Membership Fee payments.

4.8 We reserve the right to charge you for any facilities you pre-book or reserve and which you do not use (for example, crèche space, badminton courts, etc.).

## 5. Fitness Suite

5.1 You may only use the fitness suite once you have completed a Health Commitment Statement and received the appropriate induction training from our staff.

5.2 Children under 14 are not permitted to use the fitness suite at any time unless they are taking part in a supervised session.

5.3 Children under 16 are not permitted to use the weights equipment within the fitness suite unless their parent/guardian has signed a disclaimer.

5.4 Guests are not permitted to use the fitness suite at any time.

## 6. The Pool

- 6.1 In the interests of safety, all pool users should adhere to the lifeguard's instructions. The rules governing the use of the pool are posted on the Club membership board and in the changing rooms.
- 6.2 All non or weak swimmers and children under the age of 8 years must be accompanied by an adult. The ratio is one adult (ie 18 years plus) to two children under the age of 8 years in the water at all times.
- 6.3 If an adult wishes to take more than two children swimming, a separate procedure may be applied for the additional child/children who must be over 4 years old and a member. The child will be swim tested by the Duty Manager or the Pool Manager to ascertain whether he/she can achieve the following criteria as set down by the ASA/ISRM:
- (a) jump from the side into water 1.5 metres or more;
  - (b) tread water for one minute; and
  - (c) swim 50 metres (2 lengths) of the pool in two minutes.
- If the child achieves this standard, then, at the discretion of the Duty Manager/Pool Manager, a certificate can be purchased from Reception to authorise entry to the pool.
- 6.4 Children over the age of 8 years must be strong swimmers to use the pool unaccompanied, which is at the discretion of the Duty Manager or the Pool Manager. The parent/guardian must be in the building at all times when children aged between 8-12 years are in the pool.
7. **General**
- 7.1 We reserve the right to refuse admission to the Club.
- 7.2 You accept that the Club resides within the grounds of the Christ's Hospital school and acknowledge that the Club is a shared facility.
- 7.3 We ask that you and your guests wear the form of dress and footwear appropriate to your chosen activity and pay attention to all signs and notices relating to health and safety and governing the use of the Club facilities.
- 7.4 Alcohol is only permitted in licensed areas.
- 7.5 You are not allowed to smoke anywhere in the Club nor on the Christ's Hospital site.
- 7.6 In the interests of safety no glass whether bottle, jar or drinking glass may be taken into any exercise area, pool, showers, courts or changing areas.
- 7.7 Members are asked not to bring bags and personal possessions into the exercise area.
- 7.8 We reserve the right to expel you or your guest where any conduct could, in our opinion, be injurious to the character of the Club or be detrimental to the health of other Members, their guests or members of staff. If we expel you, you will forfeit your membership and you shall not be entitled to any repayment of your Joining Fee, month's direct debit or annual payment for the period that you are expelled, or permanently if we terminate your membership in accordance with clauses A3.4 and A3.5.
- 7.9 You are reminded that the Club is a dual-use facility, being part of Christ's Hospital school. Your membership does not permit access to any other areas of the Christ's Hospital site except the tennis courts. We reserve the right, in our absolute discretion, to request personal checks to be carried out on you on receipt of your application form. These can include police background and social services checks. Please note that should checks be made and results indicate an unsuitable application, we reserve the right to refuse/cancel membership.
- 7.10 You bring all personal belongings to the Club at your own risk. Please note we do not accept liability for any loss or damage to these items unless the loss or damage is caused by our negligence.
- 7.11 We recommend that you do not bring valuable items to the Club.
- 7.12 For security reasons, you should store personal belongings and valuables in the lockers provided.
- 7.13 We may remove items which are left overnight in lockers that are not hired. You can collect these belongings from the Club reception for up to one month after we have removed them. After this time, we will not be responsible for any of the contents we have removed from lockers.
- 7.14 We will keep lost property for one month.

## 8. Hours of Opening of the Club

The Club's normal opening hours are displayed at the Club [and on our website]. If we change the times of opening a notice of the changes will be displayed at the Club [and, where the change is permanent, posted on our website].

## (C) TYPES OF MEMBERSHIP

**Peak Individual:** Entitles members to use of all Club facilities at all available times.

**Off Peak Individual:** Entitles members to use all of club facilities during off peak hours. Off peak hours are Monday-Friday 06.30 to 16.00 (Excluding Bank Holidays).

**Peak Couple:** Membership for two adults that entitles members to use of all Club facilities at all available times.

**Off-Peak Couple:** Off-peak membership for two adults that entitles members to use all of club facilities during off peak hours. Off peak hours are Monday-Friday 06.30 to 16.00 (Excluding Bank Holidays)

**Young Person:** Membership available to all individuals aged 16-21 and students in full time education on production of a letter from the University/College confirming attendance for the year.

**Child:** Child membership available for all individuals aged 0-15, this does not include adult classes.

**Christ's Hospital Staff:** Access to the Club for members upon payment of a set fee for each individual activity.

**Christ's Hospital Partner:** Access to the Club for members upon payment of a set fee for each individual activity.

**Corporate:** Entitles members to use of all facilities in the Club at all available times.