

MEMBERSHIP TERMS & CONDITIONS

Introduction

- i) These terms and conditions (the "Terms") apply to all Members of the Bluecoat Sports Health & Fitness 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", "User", "you" or "your" means any person who has applied to and been accepted as a Member of the Club.
- ii) The email address for all correspondence under these terms is info@bluecoatsports.co.uk.
- iii) 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").
- iv) These Terms form part of your membership agreement with us. Your membership agreement with us is made up of your application form and 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.
- v) You and your guests must comply with all rules and regulations that apply at the Club. Club rules and regulations are displayed on posters and signage throughout the Club. We may change these Club rules and regulations at any time.
- vi) 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.
- vii) 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 with the school.
- viii) The general terms and conditions of Membership are given in Section A.
- ix) The terms of use of the Club are given in Section B.
- x) Details of the different types of membership available are given in Section C.
- xi) The laws of England govern your membership agreement.

(A) MEMBERSHIP

A1. Starting your Membership

- A1.1 Unless otherwise agreed, your Membership starts on the date of purchase.
- A1.2 We have the right to refuse or revoke Membership at any time.
- A1.3 It is your responsibility to advise us if you feel you are eligible for any discounted price Membership. No retrospective discount will be applied to your Membership if you subsequently notify and prove to us your previous entitlement to a discounted price Membership.

A2. Payment

- A2.1 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).
- A2.2 You can pay your Membership Fees by monthly direct debit or annual payment.
- A2.3 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 A4. Any claim for a refund must be in writing via email or sent to the Club Office, marked for the attention of the Membership Team.
- A2.4 While you are a Member, you must pay your Membership Fees whether you use the Club facilities or not.
- A2.5 If you choose to pay by monthly Direct Debit:
- (a) You will need to complete a Direct Debit payment authority form;
 - (b) When starting your membership, you will be asked to pay:
 - (i) A pro rata amount of the Membership Fee for the number of days from your Membership start date to the last day of the month in which your Membership begins;
 - (ii) The Joining Fee in place at the time of joining;
 - (iii) One month’s Membership Fee in advance (only where you join after 20th of the month and too late to be included in the Direct Debit run for the following month);
 - (c) We will take your monthly Membership Fee payments by Direct Debit on or around the 1st working day of each calendar month and you will pay in advance for the following calendar month;
 - (d) You must send written notice of any amendment of Direct Debit subscriptions either by email or to us at the Club Office, marked for the attention of the Membership Team. This notification must arrive by the 20th 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;
 - (e) 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 A4 or suspension under clause A5;
 - (f) It is your responsibility to arrange to cancel your Direct Debit with your bank on cancellation of your membership;
 - (g) The Club shall give Members no 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.
- A2.6 If you choose to make an annual payment:
- (a) You will be asked to pay the annual Membership Fee in one amount at the beginning of your Membership.
 - (b) We will send you a reminder that your Membership is due to expire towards the end of your twelve months to give you every opportunity to renew your Membership.

A3. Changes to your Membership

- A3.1 (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 20th day of the month, you will need to pay the difference of the following month;

- (b) You may downgrade your Membership Category at any point, but notification of your wish to do so must be in writing and arrive by the 20th day of the month and will come into effect from the first day of the following month.
 - (c) 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.
- A3.2 If you need to make any changes to your Membership or personal or payment details, you can do so using our 'Leisure Hub' online system. You can also do this by writing to the Membership Team at the Club Office. It is your responsibility to keep us informed of any changes to your details.

A4. Cancellation Rights

- A4.1 If you pay your Membership Fee monthly by direct debit:
- (a) You must ensure that we receive the notice of cancellation by the 20th day of the month before your Membership ceases, to ensure that we have sufficient time to action your notice of cancellation;
 - (b) Your written notice of cancellation must be either emailed or sent to the Membership Team at the Club Office;
 - (c) 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;
 - (d) If you decide you wish to reinstate your Membership within 30 days of the cancellation date, you may do so. You will be required to pay any sums outstanding for that month up front, however you will not be subject to a joining fee.
- A4.2 If you have paid your Membership Fee annually in advance (in return for our discounted annual subscription fees), your Membership will automatically cancel at the end of the 12-month membership period unless you renew it. Requests to cancel an annual Membership before the end of the 12-month period will not normally be considered, but any extenuating circumstances should be put in writing to the Membership Team at the Club Office.
- A4.3 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;
 - (d) Your behaviour is in any way injurious to the character of the Club.
- A4.4 If we end your Membership in accordance with clause A4.3 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.

A5. Suspending your Membership

- A5.1 You may suspend your membership at any time, for a minimum period of two months and up to a maximum period of nine calendar months. Suspension of your membership will be at the Club's discretion but is most likely to be agreed if you are pregnant, or for serious illness or injury.
- A5.2 Any suspension period will apply from the first day of a month to the last day of that month. You must ensure that we receive the request to suspend your membership by the 20th day of the month before the month you wish the suspension period to start from and your written notice must be emailed or sent to the Membership Team at the Club Office.
- A5.3 During the period of suspension, we will not charge you the normal monthly Membership Fee, but you will be charged a £5.00 monthly charge. 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.

A6. What happens if you fail to make a direct debit payment?

- A6.1 While you still owe us payments, you will not be allowed to use the facilities at 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 debit/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;
 - (b) Incorrect direct debit details from you: We will ask you to make the payment by debit/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;

A7. Limitation of Liability

- A7.1 We will make every effort to provide our normal facilities, equipment, and service to you. However, if any facility, equipment, or service at the Club is unavailable either because of health and safety, maintenance, or other reasons to the benefit of the members, then we will not be required to pay you any compensation for this.
- A7.2 If you suffer any loss or damage (other than because 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.
- A7.3 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.
- A7.4 We reserve the right to alter 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 by law it cannot be avoided.
- A7.5 It is your responsibility to ensure that you are capable of undertaking the activities or 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 may invoke the suspension of membership pending appropriate confirmation from a suitable health adviser stating otherwise.
- A7.6 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 accept no liability for loss or damage to property of our members that is not caused by our employees or us.
- A7.7 Nothing in these Terms seeks to exclude our liability for death, personal injury, or fraud caused by our negligence.

A8. Your Personal Data

- A7.1 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);

(B) TERMS OF USE OF THE CLUB

B1. Membership Cards

- B1.1 All individual Members are issued with their own Membership Card.
- B1.2 Your Membership Card must:
 - (a) Be shown or scanned as requested on each visit;
 - (b) Only be used by you and you must not lend or give it to anyone else to use;
 - (c) Be carried by you while you are using the Club facilities (excluding swimming).
- B1.3 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.
- B1.4 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.
- B1.5 Replacement Membership Cards may be subject to a charge.

B2. Children

- B2.1 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.
- B2.2 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.
- B2.3 Parents / legal guardians of children under the age of 16, unless within a Club-coached activity, take full responsibility for the safety and welfare of their children whilst within the Club.
- B2.4 In terms of supervising a child or children using our facilities, an adult is defined as someone over 18 years of age or their parent / legal guardian.
- B2.5 No child under 8 years of age will be allowed to use the Club's facilities, except:
 - a) when accompanied by an adult or
 - b) when taking part in a Club-coached activity, where an adult must remain in the building for the duration of the activity.

- B2.6 Children aged between 8 years and 13 years may use the Club's facilities unaccompanied, but an adult must remain in the building for the duration of the activity. The only exception to this is when children are taking part in a Club coached activity, where the adult may leave the building once they have signed out and left their contact details.
- B2.7 Children aged 14 and 15 may use the Club's facilities unaccompanied, but parents should be mindful of B2.3.
- B2.8 Children aged eight and over must use the changing facilities appropriate to their gender. Please ask a Duty Manager if alternative changing facilities are required.

B3. Guests

- B3.1 Adult members may bring up to three guests on any one occasion, but you must accompany your guests in the same activity. Junior members may only bring guests if accompanied by an adult (i.e. over 18 years or their parent / legal guardian).
- B3.2 Your guest(s) must pay a guest fee to use the Club facilities.
- B3.3 During very busy sessions, we reserve the right to refuse access to guests.
- B3.4 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.

B4. Bookings and cancellation policy

- B4.1 All bookable classes and activities may be booked up to eight days in advance for members. All bookable classes and activities may be booked up to four days in advance for non-members. Bookings may be made online at any time and in person or by telephone during the opening hours of the Club.
- B4.2 The book ahead date operates on a rolling time basis. i.e. Bookings for the class at 09:30 in eight days' time will become available for booking at 09:30 today.
- B4.3 Cancellation by Us. If we cancel any session or activity there will be no compensation due to members. If you are a Pay As You Go member who has booked and paid in advance, we will refund you by way of Club vouchers that can be used towards future bookings.
- B4.4 Cancellation by Members. A member can cancel a Session or booking made under their membership package by giving us 1 hours' notice prior to the start time of the Session. This can be done using Leisure Hub, or via cancelmybooking@christs-hospital.org.uk, by phone or in person at the club. We reserve the right to charge you for the cancelled Session if you do not give appropriate notice and don't register your attendance at the Session or booking,
- B4.5 We reserve the right to charge you for any facilities you pre-book or reserve and which you do not use or from which you do not give sufficient cancellation notice.
- B4.6 Participants will not be allowed into a session or activity after the start time and the space will be passed to any person waiting.

B5. Fitness Suite

- B5.1 You may only use the fitness suite once you have completed a Health Commitment Statement. Whilst an induction is not required to use the fitness suite, we recommend having an induction session with one of our qualified fitness instructors.
- B5.2 The fitness suite is used by our authorised Personal Trainers to train their clients. No non-authorised member may train clients in the fitness suite and we reserve the right to refuse entry if we believe this to be taking place.

- B5.3 Children under 10 years of age are not permitted to use the fitness suite at any time. Children aged 10 to 13 years are not permitted to use the fitness suite unless they are taking part in a Club-coached session. Children aged 14 and 15 are not permitted to use the fitness suite unless:
- a) they are taking part in a Club-coached session or
 - b) under direct parental supervision (excluding after 18:00).
- B5.4 Prior to using the fitness suite under parental supervision, the parent must complete the appropriate health questionnaire on behalf of the child and the child must complete a mandatory fitness induction.

B6. The Swimming Pool

- B6.1 In the interests of safety, all pool users must adhere to the lifeguard's instructions.
- B6.2 All non or weak swimmers and children under the age of 8 years must be accompanied by an adult. The ratio is one adult to two children under the age of 8 years in the water at all times.
- B6.3 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 to ascertain whether he/she can achieve the following criteria as set down by Swim England:
- (a) tread water for 30 seconds;
 - (b) jump from the side into water 1.5 metres or more;
 - (c) swim 50 metres (2 lengths) of the pool, unaided and with a confident stroke.
- If the child achieves this standard, then, at the discretion of the Duty Manager, a certificate can be purchased from Reception to enable easier future entry to the pool.
- B6.4 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.

B7. General

- B7.1 We reserve the right to refuse admission to the Club.
- B7.2 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.
- B7.3 Alcohol is only permitted in licensed areas.
- B7.4 Smoking is not permitted anywhere in the Club nor anywhere on the Christ's Hospital site.
- B7.5 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.
- B7.6 Members are asked not to bring bags and personal possessions into the exercise area unless containing items necessary for their activity – please use the lockers provided in the changing rooms.
- B7.7 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 A4.3 and A4.4.
- B7.8 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.

B7.9 No items should be left overnight in lockers. Any lockers remaining locked at the close of business may be emptied and all items removed. In these circumstances, you would be able to 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.

B7.10 We will keep items of lost property found at the Club for one month.

B8. Hours of Opening of the Club

B8.1 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

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| Full Individual: | Who: | Available to all Adults aged 18 or over. |
| | Benefits: | Entitles members to use of all Club facilities at all available times. |
| Off Peak Individual: | Who: | Available to all Adults aged 18 or over. |
| | Benefits: | Entitles members to use of all club facilities during off peak hours. Off peak hours are Monday-Friday 06:30 to 16:00 (Excluding Bank Holidays). |
| Full Couple: | Who: | Available to two Adults aged 18 or over. |
| | Benefits: | Entitles members to use of all Club facilities at all available times. |
| Off Peak Couple: | Who: | Available to two Adults aged 18 or over. |
| | Benefits: | Entitles members to use of all club facilities during off peak hours. Off peak hours are Monday-Friday 06:30 to 16:00 (Excluding Bank Holidays). |
| Corporate Individual: | Who: | Available to Adults who work for / are linked with our Corporate Partners. |
| | Benefits: | Entitles members to use of all Club facilities at all available times at a discounted rate from our full membership price. |
| Corporate Couple: | Who: | Available to Adults who work for / are linked with our Corporate Partners, plus an additional adult. |
| | Benefits: | Entitles members to use of all Club facilities at all available times at a discounted rate from our full membership price. |
| Gym Only: | Who: | Available to all Adults aged 18 or over. |
| | Benefits: | Entitles members to use of the Fitness Suite and Fitness Yard only. |
| Swim Only: | Who: | Available to all Adults aged 18 or over. |
| | Benefits: | Entitles members to free swimming at all available times. |
| Classes Only: | Who: | Available to all Adults aged 18 or over. |
| | Benefits: | Entitles members to attend all our group exercise classes (including those in the Fitness Yard) at all available times. |
| Rackets Only: | Who: | Available to all Adults aged 18 or over. |
| | Benefits: | Entitles members to use of our racket sports (badminton, squash, tennis and table tennis) at all available times. |
| Young Person: | Who: | Available to all individuals aged 16-18. |
| | Benefits: | Entitles members to use of all Club facilities at all available times. |
| Teen: | Who: | Available to children aged 14 to 15 years. |
| | Benefits: | Entitles members to free swimming at all available times, free racket sports during all available times and free use of the gym during junior sessions or during off peak hours with parental supervision. Some group exercise classes are also included. |
| Junior: | Who: | Available to children aged 0 to 15 years. |

Benefits: Entitles members to free swimming at all available times and free racket sports at all available hours. No gym usage or classes are included with this membership.

Junior Plus:

Who: Available to children aged 10 to 15 years.

Benefits: Entitles members to free swimming at all available times, free racket sports at all available times and access to Junior Circuit classes. No gym usage or other group exercise classes are included with this membership.

Student:

Who: Available to university students on production of a valid Student Card.

Benefits: Entitles members to use of all Club facilities at all available times for a period of 1 week. Multiple weeks available.

PAYGO:

Who: Available to anyone.

Benefits: Entitles people to book in advance and pay each time you come for all activities within the Club except swimming.

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