

# BRADFIELD COLLEGE SPORTS COMPLEX

## Terms & Conditions of Membership

### TERMS & CONDITIONS OF MEMBERSHIP: PART 1

#### 1 INTERPRETATION & VARIATION

- 1.1 These are the Terms & Conditions of Membership ("Terms & Conditions") incorporated into the membership agreement between Bradfield College Enterprises Ltd. and each Member ("the Membership Agreement"). These Terms & Conditions replace any existing terms and conditions governing a member's membership of a Club (as defined in clause 1.2 below).
- 1.2 These Terms & Conditions apply to Bradfield College Sports Complex and Tennis Centre, being referred to in these Terms & Conditions as the "Complex".
- 1.3 Bradfield College Enterprises Ltd. reserves the right to vary and revoke these Terms & Conditions from time to time and in addition to make, vary and revoke any bye-laws which it may consider necessary or desirable for the regulation of the internal affairs of the Complex and the conduct of members and their guests. Any such changes will be notified to members and, until revoked, are binding on members.
- 1.4 These Terms & Conditions shall be governed by the laws of England and subject to the exclusive jurisdiction of the English courts.

#### 2 MEMBERSHIP CATEGORIES:

- 2.1 Details of membership categories are available from the Complex.
- 2.2 All Children are allowed to use the pool free of charge from birth up to and including the age of 4. They must accompany a valid adult member (age 18+).
- 2.3 From a child's 5<sup>th</sup> birthday, a membership subscription charge will be added to the family membership or a guest fee of £5.00 will be charged.
- 2.4 From a Members 65<sup>th</sup> birthday, upon application, a concessionary discount can be applied.

#### 3 ACCEPTANCE & COMMENCEMENT OF MEMBERSHIP:

- 3.1 Subject to clause 3.2, when an applicant has signed a Membership Agreement and Bradfield College Enterprises Ltd. has received his Pro-rata Starter Payment or Full Annual payment in advance as the case may be, he shall become a member of the Complex and entitled to all the privileges of his category of membership allows.
- 3.2 Acceptance of an application for membership is at the absolute discretion of Bradfield College Enterprises Ltd.

#### 4 PAYMENT TERMS:

- 4.1 Subscription fees shall be such sums as Bradfield College Enterprises Ltd. may determine from time to time. Details of fees are available from reception.
- 4.2 The subscription fee may be paid monthly by Direct Debit (see clause 4.5 below) or in full prior to any fixed term contract (see clause 4.6 below).
- 4.3 Any member who falls behind in their Direct Debit payment for more than 30 days will forfeit his membership and will be required to pay all arrears due prior to re-joining Bradfield College Sports Complex.
- 4.4 A member may, at the discretion of the Sports complex Manager, freeze his/her membership particularly in cases of injury or illness. An administration fee will be payable as indicated below by Bradfield College Enterprises Ltd. for the period of suspension:
  - 4.4.1 A fee of £5 per month will be payable by direct debit or in the case of annual or fixed term members a fee of £20.00 needs to be paid in advance of the subscription being frozen.
  - 4.4.2 All requests to freeze/unfreeze must be made in writing to the Membership/Administrator Managers.
- 4.5 The provision of this clause 4.5 will only apply if you pay by monthly Direct Debit.

**4.5.1 This clause constitutes your Advance Notice of payments to be collected by Direct Debit and confirmation of the Direct Debit Scheme Guarantee (as set out in the Direct Debit**

Instruction form). These Terms & Conditions should therefore be retained for future reference.

**4.5.2 The first subscription fee that a member will pay on joining the Complex will be a pro-rata starter payment. Thereafter the normal monthly subscription fee will be payable monthly in advance by Direct Debit on or after the tenth day of each calendar month.**

**4.5.3 All Direct Debit subscription memberships run from the 10<sup>th</sup> of the month through to the 9<sup>th</sup> of the following month.**

**4.5.4 Thirty days' notice in writing must be given for all cancellations/amendments. All monthly Direct Debit fees due must be paid in full in accordance with the Direct Debit Scheme Guarantee.**

**4.5.5 Members shall be given not less than 10 working days' written notice of any increase in the monthly subscription fee, in accordance with the Direct Debit Scheme Guarantee.**

4.6 The provision of this clause 4.6 will only apply if you pay by fixed term contract.

**4.6.1 All fixed term contracts must be paid in full prior to the commencement of the Membership Subscription.**

**4.6.2 All fixed term contracts – 1 month (Student), 3 month, 6 month and 12 month ("Annual contract") are non-refundable.**

**4.6.2 By joining for a fixed twelve-month period ("Annual contract" only), you will receive 1 month free (you will receive 12 months for the price of 11).**

**4.6.3 If we have to close for any reason you will be entitled to the amount of months you were not able to use the facility due to the closure. These will be added onto the end of your paid membership period. This time-period will not be refunded.**

4.7 All membership amendments will be processed at the discretion of the Membership/Administrator Manager and maybe subject to an administration fee which will be payable to Bradfield College Enterprises Ltd in advance of the amendment.

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### 5 CANCELLATION:

- 5.1 Subject to the provisions of the Membership Agreement detailed in **4.5.4 and 4.6.2**, a member may cancel this membership at any time by written request to the Administration Manager of the Complex, giving one clear calendar month's notice of the desired cancellation date. All membership cards must be returned to the Complex by such date.
- 5.2 It is the responsibility of the member to cancel his/her Direct Debit with their bank on termination of his membership. Bradfield College Enterprises Ltd. cannot be held liable for any payments processed due to the failure of a member to cancel a Direct Debit.
- 5.3 All Starter Payments, Monthly Subscription fees and Annual Payments are non-refundable unless otherwise stated in these Terms & Conditions. Any claim for a refund during the first 14 days following commencement of the Membership Agreement must be submitted in writing to Bradfield College Enterprises Ltd. before the expiry of the said 14-day period, marked for the attention of the Sports Complex Manager. This does not affect your rights (to the extent applicable) under the Direct Debit Scheme Guarantee.
- 5.4 Members who do not wish to accept a change proposed by Bradfield College Enterprises Ltd. to these Terms & Conditions, or to pay an increase in subscription fees, may cancel their membership by giving written notice to the Complex. The notice must be given before or within 28 days after the change to these Terms & Conditions or increase in subscription fees takes effect and must expire at the end of the relevant calendar month. The member giving notice must continue to pay subscriptions at the rate current immediately prior to any proposed increase until the end of such notice period. Bradfield College Enterprises Ltd. will refund any subscription fee that has been paid in respect of any period after the expiry of the notice.
- 5.5 Bradfield College Enterprises Ltd. reserves the right to expel from the Complex, suspend for a specific period, or refuse to renew the membership of any member whose conduct is, or may, in Bradfield College Enterprises Ltd's reasonable opinion, be injurious to the character of the Complex or amounts to a breach of the Terms & Conditions

or where such expulsion is otherwise in the interests of the other members of the Complex. **Any member so expelled shall forfeit all privileges to Complex membership and shall not be entitled to any repayment of his Starter Payment, monthly subscription fee or Annual Payment for any period during which his membership is suspended.**

### 6 LIMITATION OF LIABILITY:

- 6.1 Bradfield College Enterprises Ltd. cannot be held responsible for any service or equipment not available for whatever reason. Bradfield College Enterprises Ltd. reserves the right to make alterations to the type of facilities provided, without notice and in its absolute discretion and Bradfield College Enterprises Ltd. shall not be liable for any loss occasioned by such alterations except in so far as such loss is by law incapable of exclusion.**
- 6.2 It is the member's responsibility to ensure that he is capable of undergoing a routine of exercises provided by any programme that he follows or class that he attends. Members accept the risk of injury from performing exercises and are advised to consult their doctor prior to beginning any programme or class.**
- 6.3 Bradfield College Enterprises Ltd. accepts no liability for loss or damage to property of members or guests, nor for injury to members or guest on the Complex premises or in the car park, except in so far as such loss, is damage or injury by law incapable of exclusion.**

### 7 MEMBERSHIP CARDS:

- 7.1 Membership cards remain the property of Bradfield College Enterprises Ltd and Bradfield College Enterprises Ltd. reserves the right to retain any membership card if there has been a defaulted payment by the member concerned.
- 7.2 Any member who loses his card must apply for a replacement.
- 7.3 The membership card:

**7.3.1 Must be presented and swiped on each visit to the Complex, failing which entry maybe refused and/or an admission fee will be charged.**

**7.3.2 Can only be used by the person to whom it is issued (abuse will lead to forfeiture).**

### 8 GUESTS:

8.1 Members are responsible for the actions and conduct of their guests at all times and must procure that guests comply with these Terms & Conditions including any local rules or byelaws of the Complex

### 9 GENERAL:

9.1 Members are required to give written notice to Bradfield College Enterprises Ltd. of any change to their contact details including: address, email and telephone number. Failing such notice, all communications shall be assumed to have been received by the member within 5 days of mailing to the last address notified to Bradfield College Enterprises Ltd.

9.2 Bradfield College Enterprises Ltd. reserves the right to refuse admission to the Club.

9.3 In line with Bradfield College Enterprises Ltd. GDPR policy, we may, if a member consents, communicate with the member by electronic mail ("email") including notices, pursuant to these Terms and Conditions. We ask all members to complete our Privacy Statement located on the membership enrolment form.

### CLUB GUIDELINES: PART 2

Bradfield College Sports Complex and Tennis Centre is a shared facility with Bradfield College and the hours available for membership use are restricted by the College P.E. and Co-Curricular Games programme.

The guidelines that follow are intended to help to ensure the smooth operation of the Complex for everyone's benefit.

#### 1 COMPLEX OPENING TIMES:

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- 1.1 Details and availability of each facility will vary from time to time. Notice of any significant variations will be given by Bradfield College Enterprises Ltd. to its members.
  - 1.2 Subject to the provisions of clause 2 (Use of Facilities), the Complex will be open each day with the exception of the Christmas and New Year official holidays, when opening will be at the discretion of the Complex's management. The hours at which the Complex will be open to members will be published online. Opening hours on other official holidays are at the discretion of the Complex's management.
  - 1.3 Different timetables are operated during School term-time and School holidays.
  - 1.4 It is the member's responsibility to always check the Bradfield Sports complex website to view its timetable prior to all visits (<https://www.bradfieldsportscomplex.co.uk>)
- 2 USE OF FACILITIES:
- 2.1 A member is allowed to use the Complex providing always that the Complex may at any time withdraw all or part of its facilities for any period or periods and with notice, where practicable, in connection with any cleaning, repair, alteration or maintenance work or for reasons beyond the control of the Complex or Bradfield College Enterprises Ltd.
  - 2.2 All Members and their guests are respectively asked to follow our etiquette guidelines for Class and Fitness Suite Attendance particularly observing our current guidelines for mobile phone use.
- 3 MEMBERS' GUESTS:
- 3.1 Members may introduce guests to the Complex and use the facilities (Swimming pool and fitness classes only) of the Complex subject to the advertised charge.
- 4 JUNIORS (0-16 years inclusive)
- 4.1 This clause 4 applies Juniors (aged 0-16 years inclusive) who are members or guests of the Complex. The term "Junior" shall have the meaning given to it in this clause 4 throughout these Terms &
- Conditions, unless otherwise specified or where the context otherwise required.
- 4.2 Juniors age 11 years and under may only use the Complex whilst supervised by an adult at all times. The times at which various facilities are available to Juniors' will be published online: <https://www.bradfieldsportscomplex.co.uk>
  - 4.3 Juniors over the age of 8 may not enter changing rooms or other areas reserved for the opposite sex, regardless of whether or not they are accompanied by an adult.
  - 4.4 All Junior members aged 0 and up to the age of 8 years old must be accompanied by an adult in the water when using the Swimming pool. This is to the maximum ratio of 2 children to 1 adult. An adult is deemed as anyone over the age of 18 years.
  - 4.5 Junior members may only use the pool unaccompanied when they are aged 8 and over.
- 5 FITNESS FACILITIES:
- 5.1 All members must complete an initial health assessment and supervised instruction session before using the Fitness Room.
  - 5.2 Members are advised not to undertake strenuous physical activities without first seeking medical advice if they have concerns over their physical condition. Bradfield College Enterprises Ltd. reserves the right to refuse access to the Fitness Room to any member, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of such facilities.
  - 5.3 Members and their guests must notify Bradfield College Enterprises Ltd. of any circumstances affecting their health that may be exacerbated through continued use of Fitness Room (Members only) or Classes.
  - 5.4 Members should not use any piece of Fitness Room equipment without prior instruction. Members should ask a member of the Complex's Fitness Room staff how to use new or unfamiliar equipment.
  - 5.5 Juniors (Including Bradfield College Students) under the age of 16 years are not permitted to use the Fitness Room and Classes.
- 5.6 Bradfield College Student Members are only permitted to use facilities in school holidays and Exeat Weekends. Entry will be refused during term time evenings and term time weekends.
  - 5.7 Certain fitness classes may operate with restricted numbers for safety purposes. Details of these classes and pre booking procedures will be available from Reception.
  - 5.8 Members using the Fitness Room are required to use the provided cleaning equipment to clean all stations before and after use. Bradfield College Enterprises Ltd. reserves the right to refuse entry or expel a member from the Fitness room for repeated refusal to do so.
- 6 FACILITY BOOKINGS:
- 6.1 Advance bookings may be made for certain facilities at the Complex according to the conditions of hire.
  - 6.2 Facility fees, upon booking, must be paid before use of the relevant facility.
  - 6.3 A charge will be made in full for any cancellation in breach of the conditions of hire.
- 7 COACHING:
- 7.1 All coaching and personal training is controlled by the Complex and should be arranged with its knowledge and consent. Coaching and personal training is undertaken by qualified personnel appointed by the Club and no other coaching is permitted. Members are personally responsible for paying professionals for any lessons booked via Reception.
- 8 TOURNAMENTS/SOCIAL ACTIVITIES:
- 8.1 The Club reserves the right at any time without prior notice to set aside facilities for tournaments, exhibitions and other social activities.
- 9 SWIMMING POOL:
- 9.1 Access to swimming areas may only be gained by the wet routes leading from the changing rooms. No running or jumping is allowed in the pool areas. Diving is only permitted in the areas where it is safe to do so. For reasons of health and hygiene it is necessary for all members and guests to shower before entering the

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pool. At the discretion of the duty staff balls, floats or inflatables are permitted in the pool areas. Behaviour or equipment that the Complex in its absolute discretion considers to be detrimental to the use of the pool areas and its users are not permitted. Members and guests are requested to wear conventional swimming costumes only.

The pool areas will be reserved for adult's only and swimming lessons in all timetables.

- 9.2 The Complex provides Lifeguard supervision and requests that one adult should not supervise more than 2 Children in the pool at any one time. Juniors may only use the pool unaccompanied when they are over the age of 8 years and during specified hours.

#### 10 LOCKERS:

- 10.1 Personal belongings are brought into the Complex at the member's risk and the Company does not accept liability for any loss or damage whatever to such items (see clause 6.3). For security reasons members and guest are advised to store personal belongings and valuables in the lockers, which are provided for the convenience of members. Lockers are provided on a daily basis only and any items left overnight will be removed the following day.
- 10.2 Lost property will be stored on site for a maximum of one calendar month. We will make every effort to identify the owner of the lost property, but if it is not claimed after one month. Bradfield College Enterprises Limited has the right to dispose of it in a suitable manner. If the item holds a value, the Sports Complex has the right to sell the item if it is not claimed within 1 calendar month.

#### 11 DRESS:

11.1 Members and guests are requested to wear a form of dress appropriate to the time of day and place on all occasions. In the Fitness Room a training top, shorts/leggings and suitable shoes are required. No training vests, leotards or bra tops should be worn in the Sports Hall or on the Tennis or Squash Courts. Only non-marking soled shoes are permitted in the Sports Hall or on the Tennis or Squash Courts.

#### 12 SAFETY & HYGIENE:

- 12.1 In the interests of safety and hygiene, no crockery, glass or food is permitted in the Changing Rooms, Fitness Room, Dance Studio, Racket Sports Areas, Sports Hall or Swimming Pool or Swimming Pool Changing rooms.
- 12.2 No pets (with the exception of guide dogs) are permitted in the Complex.
- 12.3 Members and guests must use the main entrance to the Complex when entering or leaving the Complex. Fire exits, which are clearly marked, are there in the interests of safety and members and their guests must not interfere with these doors for any reason. In the event of a fire, members and their guests are asked to make their way to the nearest available exit.
- 12.4 Cars must be parked in the marked areas and must not block service roads.
- 12.5 Smoking is not permitted.

#### 13 Guest Passes

13.1 Guest Passes may be issued at the discretion of Bradfield College Enterprises Ltd only. All passes issued must be used in strict adherence to their terms and conditions without exception. Passes may be withdrawn without notice at any time.