

BRADFIELD COLLEGE SPORTS COMPLEX: Terms & Conditions of Membership

PART 1 - TERMS & CONDITIONS OF MEMBERSHIP

1. INTERPRETATION & VARIATION:

1.1 These are the Terms & Conditions of Membership ("Terms & Conditions") incorporated into the membership agreement between Bradfield Commercial Limited. and each Member ("the Membership Agreement"). These Terms & Conditions replace any existing terms and conditions governing a member's subscription of a Club (as defined in clause 1.2 below).

1.2 These Terms & Conditions apply to Bradfield College Sports Complex and all activities, being referred to in these Terms & Conditions as the "Complex".

1.3 Bradfield Commercial Limited reserves the right to vary and revoke these Terms & Conditions from time to time and in addition to make, vary and revoke any bylaws 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 all membership categories are available from the Complex but are defined as Pure, Plus or Platinum.

2.2 All Children are allowed to use the pool free of charge from birth up to and including the age of 2. They must accompany a valid adult member (age 18+).

2.3 From a child's 3rd birthday, a membership subscription charge will be added to the family membership or a guest fee of £5.00 will be charged per visit.

2.4 Children are eligible to be included in your family subscription up to the age of 18 only and living at home or whilst they remain in full-time education/apprenticeships until their 21st Birthday (proof of variation to be supplied on application).

2.5 All Children will be ineligible from the date of either their 19th or 21st Birthday dependent on their full-time educational/apprenticeship status to be included in a family membership. They will then need to take out their own subscription.

2.6 Student Memberships are available for those still in education.

2.7 From a Members' 65th birthday, upon application, a concessionary discount can be applied. It is the members' responsibility to notify Bradfield Sports Complex following their birthday. No refunds or credits will be issues for non-notification.

3. ACCEPTANCE & COMMENCEMENT OF MEMBERSHIP:

3.1 Subject to clause 3.2, when an applicant has signed a Membership Agreement and Bradfield Commercial Limited has received their Pro-rata Starter Payment or Full fixed-term contract payment in advance, they shall become a member of the Complex and entitled to all the privileges that their chosen category of membership allows.

3.2 Acceptance of an application for membership is at the absolute discretion of Bradfield Commercial Limited.

3.3 All members upon application will be required to provide proof of address and identification to meet our 'know your customer' requirements.

3.4 Full consent and agreement to our terms and conditions will be understood by Bradfield Commercial Limited upon receipt of any new applicant and thus members' Pro-rata Starter Payment, or their 1st payment or full payment as required to join, of their chosen Subscription type to Bradfield College Sports Complex, whether this be in person, via our App or online. Furthermore, Bradfield Commercial Limited will take this consent as full and binding acceptance of all Terms & Conditions.

3.5 It is the new members' responsibility to fully read and thereby accept and agree to all Terms & Conditions prior to any payment. Following payment as per 3.3 it will be assumed agreement is made.

3.5 All new members are covered under the 14-day cooling-off period but notice to cancel must be received before the end of this period for a full refund to be issued. Requests must be in writing to the Administration Manager of the Complex.

4. PAYMENT TERMS:

4.1 Subscription fees shall be such sums as Bradfield Commercial Limited determine and reserves the right to amend. Details of fees are available from reception.

4.2 The subscription fee may be paid monthly by Direct Debit (see clause 4.8 below) or in full before the commencement of any fixed-term contract (see clause 4.9 below).

4.3 Bradfield College Sports Complex offer the following payment options: Monthly Direct Debit, Annual Subscriptions and 3 month memberships (Pool & Gym options only). Some Concessionary discounts can only be applied to Annual subscriptions.

4.4 Any member who falls behind in their Direct Debit payment for more than 14 days will forfeit their membership but will still be required to pay all arrears owed and due.

4.5 Any member whose Direct Debit payment fails for 3 consecutive months will need to swap to an annual subscription.

4.6 Any member who leaves with arrears outstanding must pay all monies due before re-joining Bradfield College Sports Complex.

4.7 A member may, at the discretion of the Sports Complex Manager, freeze his/her membership, particularly in cases of injury or illness.

4.8 An administration fee will be payable as indicated below by Bradfield Commercial Limited. for the period of suspension. Freeze periods are offered in whole calendar months only, with a period minimum of 2 months, maximum period of 3 months on each occasion. A membership can only be frozen for a maximum of 2 occasions in any 12-month calendar year. Freeze periods will normally be approved for periods of 3 months:

4.9 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 for a maximum period of 3 months.

4.10 Joint / Family Annual Memberships can only be frozen as a whole entity – we can not partially freeze annual subscriptions.

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4.11 Direct Debit memberships can be partially frozen (1 member only) a £5 fee will be charged for the frozen member.

4.12 If a membership is frozen for medical reasons, the fee to freeze may be waived but if other members on the subscription also want to freeze, they will be charged the usual fee of either £5 per month or £20 depending on the subscription type.

4.13 All requests to freeze/unfreeze must be made in writing to the Membership/Administrator Managers, as per clause 4.8.4, 30 days' notice in writing is requested to amend a subscription, but priority will be given to these requests.

4.14 **The provision of clause 4.8 applies to subscriptions paid by monthly direct debit only.**

4.8.1 This clause constitutes your Advance Notice of payments to be collected by Direct Debit and confirmation of the Direct Debit Guarantee Scheme (as set out in the Direct Debit Instruction form). These Terms & Conditions should therefore be retained for future reference.

4.8.2 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.

4.8.3 All Direct Debit subscription memberships run from the 10th of the month through to the 9th of the following month. All amendments/cancellation requests will therefore be carried out in line with these dates only.

4.8.4 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 Guarantee Scheme.

4.8.5 Any member who cancels their direct debit instruction will still be required to adhere to the notice period (4.8.4) and pay all monies due.

4.8.6 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 Guarantee Scheme.

4.8.7 Direct debit payments will not be collected during any extended periods of closure (1 month or more).

4.15 **The provision of this clause 4.9 will only apply if you pay by fixed-term contract.**

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

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

4.9.2 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). 1 and 3 month contracts do not receive this benefit.

4.9.3 If we must close for any reason, you may be entitled to the number of complete months you were not able to use the facility due to the closure added as additional time. These will be added to the end of your paid membership subscription. This period will not be refunded.

All membership amendments will be processed at the discretion of the Membership/Administrator Manager and may be subject to an administration fee which will be payable to Bradfield Commercial Limited in advance of the amendment.

5 CANCELLATION:

5.1 Subject to the provisions of the Membership Agreement detailed in 4.8 and 4.9, a member may cancel their subscription by written request to the Administration Manager of the Complex. For Direct Debit members, thirty days' notice must be given in line with the Direct Debit subscription period, as detailed in 4.8.3 and 4.8.4; all monies due are still required to be paid. All Fixed-term contracts may be cancelled but as per 4.9.2 are non-refundable. All membership cards and any unused guest passes must be returned to the Sports Complex by the agreed end date.

5.2 It is the responsibility of the member to cancel their Direct Debit with their bank on termination of their membership. Bradfield Commercial Limited cannot be held liable for any payments processed due to the failure of a member to cancel a Direct Debit.

5.3 All Pro-Rata 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 the commencement of the Membership Agreement must be submitted in writing to Bradfield Commercial Limited 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 Guarantee Scheme.

5.4 Members who do not wish to accept a change proposed by Bradfield Commercial Limited 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 Commercial Limited will refund any subscription fee that has been paid in respect of any period after the expiry of the notice.

5.5 Bradfield Commercial Limited reserves the right to remove the class element from any given subscription, without financial recompense, if the member continually books Aerobic/Fitness Classes & does not attend without giving any notice – notice of non-attendance must be advised either within the 12-hour chargeable penalty period or outside of the 12-hour period where no penalty charge is levied.

5.6 Bradfield Commercial Limited 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 Commercial Limited 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 their Pro Rata Payment, monthly subscription fee or Annual Payment for any period during which their membership is suspended.**

6 LIMITATION OF LIABILITY:

6.1 Bradfield Commercial Limited **cannot be held responsible for any service or equipment not available for whatever reason.** Bradfield Commercial Limited **reserves the right to make alterations to the type of facilities provided, without notice and in its absolute discretion and Bradfield Commercial Limited 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 Bradfield Commercial Limited reserves the right to close the facilities for any pre-advised period required for annual maintenance,

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servicing and any renovation work. This is specified as but not limited to the following areas: Swimming Pool, Changing Rooms, Fitness Suite, Dance Studio, Cycling Studio and Sports Hall. Refunds will not be issued during these periods as advance notice is hereby detailed and factored into all subscriptions sold by Bradfield Commercial Limited. Further notice will be advised to members via the following channels: Internal Posters, Bradfield Sports Complex website and our Ez-Runner APP.

6.3 Bradfield Commercial Limited reserves the right to change operating hours to members and or close to respect public holidays and events. Advance notice will be given to members via internal posters, our website and our APP only. Refunds will not be issued during these periods.

6.4 It is the member's responsibility to ensure that they are capable of undergoing a routine of exercises provided by any programme that they follow or class that they attend. Members accept the risk of injury from performing exercises and are advised to consult their doctor prior to beginning any programme or class. All new members will be required to complete a medical Questionnaire.

6.5 Bradfield Commercial Limited accepts no liability for loss or damage to property of members or guests, nor for injury to members or guests 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 Commercial Limited and therefore 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 may be refused and/or an admission fee will be charged.

7.3.2 All Class attendees must ensure they swipe in to register their attendance, failure to do so may result in a penalty for non-attendance being 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 bylaws of the Sports Complex.

9 GENERAL:

9.1 Members are required to give written notice to Bradfield Commercial Limited 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 Commercial Limited.

9.2 Bradfield Commercial Limited reserves the right to refuse admission to the Club.

9.3 In line with Bradfield Commercial Limited's GDPR policy, we may communicate with any member directly as dictated by need. These communications will include notices, pursuant to these Terms and Conditions. We will not sell or pass any details to third parties, all member details will be retained and used only by Bradfield Commercial Limited. We ask all members to complete our Privacy Statement.

PART 2 - CLUB GUIDELINES

Bradfield College Sports Complex 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 ensure the smooth operation of the Complex for everyone's benefit.

1 COMPLEX OPENING TIMES:

1.1 Details and availability of each facility will vary from time to time. Notice of any significant variations will be given by Bradfield Commercial Limited to its members.

1.2 Subject to the provisions of clause 2 (Use of Facilities), the Complex will be open every day with the exception of Christmas and New Year official holidays. Opening hours will also be affected on Bank Holidays and other major national events. Finally, as per **Part 1, 6.2 (LIMITATION OF LIABILITY)** the Sport Complex will also close facilities each year to carry out essential maintenance, servicing and any renovation work to ensure the longevity of the Sports Complex facilities for our members. Opening hours on all of the above will be at the discretion of the Complex's management and will be published online.

1.3 Different timetables are operated during Bradfield College School term-time and Bradfield College School holidays.

1.4 It is the member's responsibility to always check the Bradfield Sports Complex website / EZ-runner APP to view all timetables prior to visiting the Sports complex (<https://www.bradfieldsportscomplex.co.uk>).

2 USE OF FACILITIES:

2.1 A member is allowed to use the Sports Complex but must be aware that the Sports 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 Sports Complex or Bradfield Commercial Limited.

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, tablet and laptop use. Furthermore, lateness to a pre-booked activity, for example, classes may result in the member/customer being refused entry. Class penalties may then also be applicable.

2.3 Photographs/Videoin is not permitted at any time when taking part in an activity or viewing an activity without prior consent from the Sports Complex Management. All requests must be made in writing for the attention of the Sports Complex Manager.

3 MEMBERS' GUESTS:

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3.1 Members may introduce guests to the Complex so they may use/attend either a Swimming pool session and/or a fitness class. The Gym is excluded from Guest use and remains for members only.

3.2 The correct fee must be paid on entrance and prior to any activity.

3.3 All Members must accompany their guests to “sign them in” and make the relevant payment. However, members do not need to participate in the activity. Adult-to-child ratio requirements must still be met.

3.4 The maximum number of guests per member per visit is 4 people (including children/infants).

3.5 Guest Passes:

3.5.1 Guest Passes may be issued at the discretion of Bradfield Commercial Limited only. All passes issued must be used in strict adherence to their terms and conditions without exception.

3.5.2 Guest Passes may be withdrawn without notice at any time.

3.6 Refer A Friend:

Members may refer a friend and receive a Gift Card if the full terms and conditions of the scheme are met.

4 JUNIORS (0-16 years inclusive)

4.1 **Clause 4 applies to 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 is otherwise required.

4.2 All Junior members aged 0 – 15 may only use the Swimming Pool. From their 16th Birthday only other facilities are available.

4.3 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. Proof of age may be required.

4.4 Junior members may only use the pool unaccompanied following their 8th Birthday.

4.5 Juniors from their 8th Birthday may not enter changing rooms or other areas reserved for the opposite biological sex, regardless of whether they are accompanied by an adult. This includes for Junior Swimming Lessons.

4.6 Juniors aged 11 years and under may only use the Sports Complex whilst supervised by an adult. This means whilst they are swimming the supervising Adult must observe from the viewing Balcony if not participating. The Adult must not participate in other activities.

4.7 The times at which various facilities are available to Juniors will be published online: <https://www.bradfieldsportscomplex.co.uk>

5 FITNESS FACILITIES:

5.1 All members must complete an initial health assessment and supervised instruction session before using the Fitness Room. Returning members will be required to attend a new induction if they are returning from an injury/illness/surgery or report a change in health or if the lapsed period extends 6 months.

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 Commercial 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 Commercial 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 or attend 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 such 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 Commercial 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 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, family splash only and swimming lessons in all timetables.

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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 whatsoever to such items (see clause 6.3). For security reasons, members and guests 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 Commercial Limited will dispose of it in a suitable manner. All unnamed water bottles / food containers will be disposed of after 72 hours.

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.

11.2 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.

11.3 Only non-marking soled shoes are permitted in the Sports Hall or on the Tennis or Squash Courts.

11.4 During Autumn/Winter (Wetter months) all members and guests are requested to only wear indoor/clean footwear when using our facilities.

11.5 All Members/guests must either remove their footwear or use the provided shoe covers whilst using the Poolside changing rooms.

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 / Vaping is not permitted.

13 INCLUSION & DIVERSITY:

Bradfield Commercial Limited values inclusion and diversity. It is committed to creating a culture where everyone is treated equally and fairly, ensuring that all our members enjoy our excellent facilities. The Centre aims to be inclusive, and we invite disabled applicants to declare their disability when they fill out their membership form. This information will be treated as confidential. It will only be used to discuss ways in which the Centre can make the applicant's membership more inclusive, enjoyable and positive. To discuss a confidential disclosure please contact James Wade (Sports Complex Manager) jwade@bradfieldcollege.org.uk.