

MEMBERSHIP TERMS AND CONDITIONS

Caterham School (“us”, “we”, “our”) provides facilities to members to exercise in a safe and friendly environment at Caterham School Sports Centre (the “Centre”) to ‘You’ the member.

1. Information About Us and How to Contact Us

1.1 The Centre is affiliated with Caterham School, Surrey, CR3 6YA. In these Membership Terms and Conditions, reference to ‘Term Time’ means the term times of Caterham School which can be found at www.caterhamschool.co.uk.

1.2 How to contact us. You can contact us by telephoning the Sports Centre team at 01883 335 078 or by writing to sportscentre@caterhamschool.co.uk or Caterham School Sports Centre, Harestone Valley Road, Caterham, Surrey, CR3 6YA.

2. Centre Rules

2.1 As a member you agree to comply with our Centre Rules which can be found on our website and at reception. The Centre Rules relate to the use of the Centre, the facilities, and your conduct whilst on the premises.

2.2 We may make reasonable changes to the Centre Rules from time to time and will provide notice in advance of these changes on our website and via email.

3. Gym Access

3.1 If you wish to access the Gym:

(a) We strongly advise all members undertake a gym induction with a member of staff. Your induction is provided to you free of charge and covers how to use the equipment safely and effectively.

(b) If you do not wish to take part in a gym induction, you will be expected to sign a waiver stating you have declined this service and that you are comfortable using the equipment without instruction. Inductions can be booked at any time during your membership.

(c) You must complete a PARQ (pre activity readiness questionnaire) prior to using all facilities for the first time. In the interests of your health and wellbeing, we may determine that an induction is mandatory based on the results of this survey. If your health conditions change, or you develop any new medical conditions, which may impact your ability to safely use the Gym, you should also inform us at the earliest opportunity.

4. Fees and Charges

4.1 Joining Fees become payable when you first become a member and are collected as part of the joining process. Joining fees are payable when you first begin your membership but not when you renew. If your membership lapses and you wish to re-join after a period of more than 30 days you will be liable for the joining fee.

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4.2 *Membership fees become payable immediately upon signature of the membership agreement in accordance with the amounts and payment methods set out in 'Your Membership Details'*

4.3 *Annual Membership Fees. A one off payment that cover 12 months of membership and due in advance for every year that you are a member. Please note, annual memberships are non refundable. We will only refund full or part of an annual membership for the reasons set out in sections 6.3 and 6.4. Any refunds will be at the discretion of the centre manager.*

4.4 *Monthly Membership Fees. The first payments made against a membership will be a Joining Fee (if applicable) and a pro rata amount which will be calculated dependent on the day of the month your membership begins. This fee will be collected with the first month's full fee if joining on or after the 25th of the month. If joining before the 25th of the month, only the pro rata amount for the remaining days of that month will be taken along with the Joining Fee (if applicable). The remaining monthly payments and fees are payable by direct debit on the same date each month as specified by us, or the nearest working day after that date.*

4.5 *If you fail to pay any membership fees by the due date for payment, we reserve the right to suspend your membership and/or deny you access to the Centre.*

4.6 *We reserve the right to reject any application for membership or renewal of membership.*

4.7 *Members must notify us of any change in their contact details or other information that they have previously provided to us (e.g. change of address or contact details).*

4.8 *In line with the school's safeguarding policy, all members will be required to provide a photo as part of the joining process as well as a form of photo ID. There is also a disclaimer to be signed as part of the membership application form stating that you know of no reason you should not be considered for membership given the centre is on a school facility and is on occasions shared with pupils.*

4.9 *Increase of Annual or Monthly Membership Fees. Should we increase our annual membership fees, the change will apply only when you renew your Membership for another 12 months. If we increase our monthly membership fees, we will provide at least one month's notice. Members who do not wish to accept an increase in membership fees may cancel their membership by providing one month's written notice.*

4.10 *Members may move from a Monthly Membership to an Annual Membership (and vice versa) by giving us one month's notice.*

5. Membership Cards

5.1 *The Centre operates entry and exit barriers at main reception which are linked to the membership management system. You will be issued with a new membership card that will allow access to the Centre during member opening hours providing you hold a valid membership and have no outstanding membership fees.*

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- (a) *Cards will remain our property. At the end of your membership, you must return the membership card to us.*
- (b) *It is personal to you and is non transferrable. Any misuse of a membership card may result in the termination of your membership.*
- (c) *Members must produce their membership card on each visit to the Centre. If you are unable to produce your membership card, we may deny access to the Centre. Lost membership cards must be reported to us as soon as possible.*
- (d) *In the case of lost membership cards, replacements can be obtained from the Centre. A replacement membership card fee of £5 will be charged before you are provided with a new one.*

6. Membership Term and Termination

6.1 *Your Membership will begin on the membership start date and run for the initial membership term of 3 months for monthly paid memberships and 12 months for annually paid memberships. Successful completion of the initial membership term of 3 months for monthly paid memberships requires 3 full payments of the monthly fee via Direct Debit.*

6.2 *Termination after the Initial Membership Term.*

(a) *After the expiry of the Initial Membership Term (where you opted for monthly membership), your Membership will continue on a rolling monthly basis (based on the then current Monthly Membership Fees as notified to you in advance) until you give us one months written notice of termination. If you give notice after the 1st of the month, we will treat it as if we received it on the first day of the following month. This is because we calculate your membership in whole calendar months. For example, if you give us one month's notice of termination on 10th July, it will take effect from 1st August and your membership will end on 31st August. Your final payment being 1st August.*

(b) *After the Initial Membership Term (where you opted for annual membership), you will be contacted approximately a month before your membership is due to expire and asked if you wish to continue. If you do not, then this Agreement will terminate automatically upon expiry of the Initial Membership Term. Membership end dates are also available on your membership app*

6.3 *Termination in the First 14 Days. If you are dissatisfied with our service for any reason within the first 14 days of your membership start date, you are entitled to terminate your Membership in writing. You will receive a full refund of any Membership Fees including any Joining Fees which you have paid to us.*

6.4 *Termination at any time during your Membership by you. You may terminate your Membership at any time, if any of the following events occur:*

- (a) *You are unable to use the Club through serious illness or injury likely to preclude you from using the Centre for a period of at least 3 calendar months.*
- (b) *We significantly reduce the facilities or opening hours of the Centre.*
- (c) *We close the Centre for refurbishment for a period of more than 4 weeks at a time.*

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(d) *We are satisfied that there has been a change in your personal circumstances other than those listed above, which means you are no longer able to use your Membership.*

(e) *To end your Membership for one of the reasons set out above, please send us one month's written notice. Upon receipt of such notice, and once any evidence we request has been received, your Membership will terminate on the date that is one month after receipt of the written notice. If you paid for your Membership by paying the Annual Membership Fees, we shall refund the value of your Membership that you did not use. For example, if your Membership terminates at the end of the sixth month, we shall refund 50% of the Annual Membership Fees.*

Termination by us

6.5 *We may terminate this Agreement and your Membership in the following circumstances:*

(a) *If you (or any linked member or guest for whom you are responsible) commit a serious or repeated breach of this Agreement, and you do not or cannot put the breach right within 7 days of us writing to you about it.*

(b) *If you allow your Membership Card to be used by someone else or otherwise give another person access to the Centre without our permission.*

(c) *You (or any linked member or guest for whom you are responsible) cause damage to the Centre or the facilities provided within the Centre or the School.*

(d) *If any part of your Membership Fee remains unpaid, we will write to you. If 30 days after we have written to you, the Membership Fees remain unpaid then we reserve the right to terminate your Membership.*

(e) *If you (or any linked member or guest for whom you are responsible) fail to treat our staff or any other members with respect, or you use aggressive, abusive, intimidating, anti-social or threatening behaviour or language or continue to dress inappropriately following warnings from Centre Management.*

(f) *If you (or any linked member or guest for whom you are responsible) provide us with details which you know to be false when applying for Membership and the false declaration would have reasonably affected our decision to grant you Membership.*

(g) *If you (or any linked member or guest for whom you are responsible) do not follow the Centre's emergency procedure protocols when instructed by staff. If we terminate your Membership for any reason set out in this clause above we reserve the right to retain a proportion of any pre-paid Membership Fees, to cover any reasonable costs incurred.*

7. Suspending your membership

7.1 *If you are unable to use the Centre through serious illness or injury, you may suspend your Membership for a minimum of three months but no more than six months. To suspend your Membership, you must provide us with one month's written notice and verification in the form of a doctor's certificate or*

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documentation from a hospital. We shall then confirm the dates that your Membership is suspended in writing. If you do not receive confirmation from us, your Membership is not suspended.

7.2 While your Membership is suspended, you will no longer be granted access to the Centre, and we shall not charge you Membership Fees while the Membership is suspended. When the suspension ends, as set out in our suspension confirmation, your Membership shall automatically begin again.

7.3 When a Membership is suspended, during any Initial Membership Term, or any Membership which is paid for annually, the suspension will change the term of the Agreement. For example, if an annual Membership which began on 1 January 2023 is suspended for two months, the annual membership will end on 28 February 2024.

7.4 Suspension of a Membership does not give you any rights to a refund of Membership Fees.

8. Booking Conditions

8.1 Booking conditions may apply to our classes and other facilities such as the swimming pool, sports hall, tennis courts and all weather pitch.

9. Guests

9.1 Members may bring Guests to the Club in accordance with our Centre Rules.

10. Facilities

10.1 We reserve the right to deny you access to the Centre or certain portions of the Centre for health and safety issues. For example, if the Club reaches maximum occupancy.

10.2 We reserve the right to close areas of the Centre, and the Centre as a whole, from time to time at our discretion e.g., for repairs and maintenance, refurbishment, deep cleaning, public holidays, and events. When we close the Centre, we shall endeavour to provide you with at least one weeks' notice.

10.3 We reserve the right to close areas of the Centre, and the Centre as a whole, from time to time at our discretion in order to accommodate the requirements of Caterham School. When this occurs, we shall endeavour to give you reasonable notice of such closures (please note that such reasonable notice may be less than five days).

10.4 Details of the Centre's opening hours are displayed on our website and at Reception. These opening hours may be subject to change upon provision of one months' notice where reasonably possible. Opening times will vary between School holidays and term time and may vary during the Christmas period and other Bank Holidays.

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10.5 We have the right to increase, decrease or withdraw certain facilities, services, classes or activities provided by our Club either temporarily or permanently at any time.

10.6 If we make a significant change to the Centre's opening hours or facilities available.

11. Liability

11.1 We are not liable to you for damage to or loss of your property (or a Guest's property), except to the extent such loss or damage is caused by our negligent acts or omissions.

11.2 You must not abuse the facilities or equipment at the Centre and will pay for any damage to our property where you wilfully or negligently cause such damage.

11.3 Nothing in these Terms and Conditions limits any of your rights as a consumer.

12. Other important terms

12.1 Changes to this Agreement.

(a) Changes in order to comply with the law. Sometimes we need to change our Agreement with you in order to comply with changes in the law. We may make these changes as long as we give you 30 days' notice.

(b) Changes to the terms of this Agreement. We may change these Membership Terms and Conditions. We will contact you to let you know if we plan to do this. If you are unhappy with the change, you may contact us to end the Agreement within 30 days of us telling you about it and we shall refund the value of your Membership that you did not use. For example, if your Membership terminates at the end of the sixth month, we shall refund 50% of the Annual Membership Fees.

12.2 Events outside of our control & Force Majeure. If an event occurs outside of our control that impacts your ability to use your Membership (for example power failure at the Club) we will contact you as soon as possible to let you know and we will take steps to minimise the effect. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Agreement and receive a refund for your Membership.

12.3 Nobody else has any rights under this Agreement. This Agreement is between you and us. No other person shall have any rights to enforce any of its terms, including any Guest.

September 2023