

## Terms & Conditions

In these terms and conditions, the following definitions apply:

For the purposes of this agreement, "our", "us", and "we" means the Whitemead Leisure Club which is a trading name of Motoring & Leisure Services Ltd, a company registered in England and Wales. Our company registration number is 02813598 and our registered office is at Britannia House, 21 Station Street, Brighton, BN1 4DE. Our registered VAT number is GB620966633. We are authorised and regulated by the Financial Conduct Authority.

### 1. Membership agreement

This agreement, together with the Code of Conduct, forms the basis of our agreement with you regarding the use of Whitemead Leisure Club ("the Leisure Club").

"Member" "You" and "Your" means the member named on the Application Form and the Member's guest whenever such person uses The Leisure Club facilities and services.

"Application Form" means the membership application form completed and signed by the Applicant ("The Applicant").

"Membership" means Membership of The Leisure Club through which services to the extent provided on the Application Form and defined in these Terms and Conditions is granted.

"Membership Period" means the period as set out in Clause 2

"Membership Fees" means the annual or monthly sums due from the Member to us in consideration for the granting of Membership under this Contract.

"Contract" means the completed Application Form together with these Terms & Conditions.

Membership is subject to these Terms and Conditions as amended from time to time.

Submission of a completed Application Form to us is an offer by the Applicant to become a Member subject to these Terms and Conditions. We reserve the right to reject any Membership application without giving reason. Applicants for Leisure Club Membership must be current eligible members of Boundless by CSMA.

Upon becoming a Member, you consent to us taking your photograph for Membership and security purposes. Provided we give reasonable notice, we reserve the right to take photographs of our facilities (which may include you provided your inclusion is incidental) for press and promotional purposes.

### 2. Membership cards and payment of fees

- a) Upon receipt of the Membership fee as specified in the Whitemead Leisure Club membership application form, we will issue a membership card which you must use each time you enter. If you haven't already done so, please ask a member of the team to take your photo. This photo will only be seen by the staff when you sign in. It is for your benefit to enable us to make sure that no one else is using your membership. You may not use the Leisure Club without first showing your Membership Card.
- b) If you lose your membership card please contact Guest Services who will arrange for a replacement at an additional cost of £5.
- c) Your membership cannot be transferred to another person. You cannot lend your membership card to anyone. If anyone else uses your card, we will suspend your membership, persistent rule breaking will mean your membership will be suspended. No refund of fees is payable in such circumstances.
- d) We will contact you prior to renewal. To maintain your membership, we will require payment before the renewal date. If your membership is not renewed by your expiry date, a joining fee may be payable.
- e) There are different Membership Payment Plans available as set out below:
  - "Annual Payment" this is an annual membership where membership fees are paid in full at the beginning of the contract term. A joining fee will be payable.
  - "Direct Debit" this is a rolling Membership where Membership fees are paid monthly by Direct Debit, the minimum terms of the membership is 12 months after which the agreement will be on a rolling process. A joining fee will be payable.
- f) There are different Membership Categories available as set out below:
  - A "Single Adult Membership" is applicable to users aged 18 years and over. A "Full membership" entitles the member to unlimited use of all the facilities available. A "Pool Only membership" entitles the member to unlimited use of all the poolside facilities and does not include use of the gym. An "Off-peak membership" entitles the member to access from 8am-3pm Monday – Friday during term time only. A joining fee will be payable.
  - A "Joint Membership" applies to married couples or partners. On joining The Leisure Club, one of the Joint Members will be appointed as the "Main" Joint Member. The Main Joint Member will be responsible for all joining, administration and Membership fees for the Joint Membership. Direct Debit collections will only be taken from one bank account. A joining fee will be payable.

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A "Child Membership" is applicable to children aged 2 to 16 years old. Child Members under 16, are not permitted to use any gym equipment, sauna or steam room. Children aged 8 years and over may use the spas. Child Members must be accompanied at all times by an adult.

An "Infant Membership" is applicable to children aged 0 to 2 years old. Infant Members are permitted to use the swimming pool area only. Infant Membership is free of charge. Infant Members are not permitted to use any gym equipment, sauna, spas or steam room area. Infant Members must be accompanied at all times by an adult.

g) You will be issued with a membership card, which remains our property. On termination of the Agreement for any reason, you must return it to the Club.

### 3. Contract Term

- a) For Annual Payment Memberships the contract term will be 12 months. For Direct Debit Memberships the contract will be for an initial 12 months but remain rolling on a monthly basis at the prevailing rate in accordance with the terms and conditions of this Contract.
- b) Membership may be terminated by you giving a minimum of 30 days' notice in writing or emailed to us at [Leisure@Whitemead.co.uk](mailto:Leisure@Whitemead.co.uk). Your notice period will begin from the first of the month after we have received your written cancellation notice.
- c) Membership Fees and other charges immediately upon becoming a Member, you will pay any applicable joining fees as set out on the Application Form. These fees are non-refundable.
- d) Different Memberships attract different Membership Fees payable by you. Please note that we may withdraw or vary any Membership Category, but we will display a notice within any affected Leisure Club at least one month before making the change.
- e) In the event that you fall into arrears in respect of any fees payable (e.g. Membership Fees, joining fees), without prejudice, we reserve the right to suspend Membership until all arrears have been cleared and to take legal action to recover the sums outstanding plus any costs incurred in pursuing the arrears.
- f) Membership Fees may be increased at our discretion, but we will display a notice within the Leisure Club and/or write to you at least one month before making the change. Annual Membership is renewed annually where an increase will only apply at the time of renewal.
- g) If you are a Direct Debit Member, unless your membership has been brought to an end early in accordance with the Agreement, the Agreement will continue, and payments will be made on a rolling basis. If you decide to terminate the Agreement you must give the Club notice in writing of not less than 30 days. If you fail to terminate in accordance with the Agreement, the Agreement will continue on a one month rolling basis. If you wish to terminate, it is your responsibility to instruct your bank to stop the direct debit payments at the end of the Membership Term. If you inform us of your wish to cancel within 10 days before your payment is due for collection we may not be able to cancel your payment, in which case your membership will continue for a further month.
- h) If within 14 days of the commencement of the Membership Term you wish to terminate the Agreement you must notify the Club in writing within that 14-day period, in which case we will agree to terminate the Agreement and refund you the paid Subscription Fee, less a proportionate amount for the days you have been a member (as at the date of receipt of the notice and up to a maximum of 14 days).

### 4. Facilities

- a) All members are entitled to use the pool. Use of the gym, sauna or steam room is limited to members aged 16 or over. Children under 8yrs are not permitted to use the Jacuzzis. Children under the age of 18 using the facilities must be supervised by a parent or guardian at all times.
- b) Our pool is open daily with different sessions running throughout the day. Up to date information can be found on the club noticeboards and on our website.
- c) We reserve the right to change opening times, withdraw all or any part of the facilities if we need them for tournaments, schools, other activities or in connection with any repair, alterations or maintenance work. No refunds or extension will be given to memberships on these occasions. We will endeavor to give at least 7 days' notice of such withdrawal by posting details on the Leisure Club Notice board. The facilities will close during January each year for approximately 3 weeks. An Annual Membership cost is based on 11 months of the year. It does not include the month of January. Members can still use the facilities when the club is open in January. There will be no refunds or extensions on any memberships for the January closure.
- d) We endeavor to provide facilities as advertised. We reserve the right to alter, delete or close certain amenities or facilities, where circumstances beyond our control, such as a Force Majeure event occurs. We shall act reasonably in all circumstances, however on certain occasions cancellations may occur without prior notice.

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- e) The operation of the premises is subject to guidelines as laid down by the Health and Safety Executive and Local Authorities and their codes of practice. We reserve the right to adjust our services to meet these standards. Every effort will be made, where possible to inform you of this in advance.
- f) Force Majeure - we regret we cannot accept any responsibility for such circumstances beyond our control such as natural disasters, strikes, lockouts or other industrial disputes, fires, technical problems, act of governments, acts of terrorism or extreme/unusual weather conditions.
- g) A full membership entitles you to use of all facilities listed in 4a without any additional charge, while a pool only membership gives you access to the pool facilities only. Each Member over the age of 18 is entitled to sign up to a maximum of 4 guests in to use the pool and poolside facilities. An additional charge per visit will be made for each guest. No charge will be made for children under 2 years old. Please note that guests are not entitled to use the gym. Members and guests will incur additional charges for the use of the fitness classes, swimming lessons, restaurant and the bars.

## 5. CCTV

- a) CCTV is in operation and video recordings may be made. This activity is carried out for security and management purposes only.

## 6. Suspension of membership

- a) You may request a temporary suspension of your membership by applying in writing to the Leisure Manager. Any suspension will be at our discretion. We will only consider suspending your membership if it is a medical necessity, or circumstances where you are no longer in the area due to employment etc. Suspension must be requested in advance and will not be given retrospectively.
- b) The minimum period for suspension is one month. Membership must be reinstated within 6 months or it will be terminated.
- c) No refund will be made if membership is not reinstated within the agreed timeframe.

## 7. Cancelling your Membership

- a) You may cancel your membership at any time by giving written notice to the Leisure Manager and cancelling your direct debit payment with your bank. If you wish to cancel your membership within the initial contract term of membership, we will levy a penalty charge by way of compensation. Such penalty charge shall be equal to the total of any outstanding balance on the remainder of the membership contract plus any other costs incurred in pursuing the penalty. In addition, any other outstanding balances become immediately payable. We reserve the right without prejudice to take legal action to recover any outstanding balances.
- b) We are not obliged to refund any Membership Fees where you have not cancelled your direct debit instruction with your bank, and you have not given valid notice in accordance with Clause 3.
- c) Our failure to enforce any of our rights at any time, for any period and for whatever reason will not be construed as a waiver of such rights, neither will any failure to identify or act upon your breach of the terms of this Contract by you be deemed to be an affirmation by us that your behavior is acceptable.
- d) We may assign or transfer the benefit of this Contract or sub-Contract our obligations under it, to any other legal entity at any time without notice to you but we will remain primarily liable to meet our obligations under this Contract.
- e) We will cancel or suspend your membership without refund of fees and prevent you from entering the Leisure Club if you have been rude or violent in any way towards staff or other members, or if your behavior is likely to put people in danger, likely to endanger the welfare or affect the reputation of the club.
- f) If we decide to close the club, we will give you 3 months' notice either in writing or it will be displayed on the Escape Club Members Notice board. Any outstanding membership fees would be refunded in full.

## 8. Children

- a) Parents and guardians are responsible for the behavior and actions of their children (under 18) at all times while they are in the Leisure Club.
- b) We reserve the right to seek full recompense from parents or guardians for any damage caused from bad or violent behavior by children using the Leisure Club.

## 9. Liability

- a) These terms and conditions shall not affect your statutory rights. As a consumer, you have certain statutory rights regarding the cancellation of contracts and claims in respect of losses caused by any negligence on our part or failure by us to carry out our obligations. For further information about your statutory rights, you should contact your local authority Trading Standards office or Citizens Advice Bureau.

- b) As a consumer we will not be liable for losses that are not foreseeable to either party when you take out membership with us. Losses are foreseeable where they may be contemplated by you and us at the time the membership is confirmed.
- c) We are not liable for: loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, or waste of management or office time however arising and whether caused by tort (including negligence) breach of contract or otherwise, even if foreseeable.
- d) Our liability arising out of or in connection with this Agreement is strictly limited to the amount you have paid to us in Membership fees in the 12 months preceding the date of the act omission or query that gave rise to the claim.
- e) We will not accept liability for the safety of your personal property bought on to the club's premises. Any property you store in lockers is stored at your own risk. Any vehicle you park at Whitemead Forest Park and all contents in them are your responsibility and we will not accept liability for any loss or damage however caused.
- f) If you or your child suffers an injury on our premises you must report the accident or injury to a member of staff or the Duty Manager immediately after the injury or accident.
- g) You are responsible for ensuring that you have taken adequate medical precautions before using the facilities and have an adequate level of fitness for any activity undertaken or equipment used. We accept no responsibility for any harm you may suffer as a result of taking part in an activity or from the use of gym equipment where such harm is a direct result of your fitness level.

## **10. Data Protection and use of Personal data**

We will only use your personal information as set out in our Security and Privacy Notice which tells you, amongst, things, how we collect your personal data; from whom else we may obtain it; with whom we share your personal data; the purposes for which we use your personal data; and, most importantly, your data subject rights.

If you didn't apply for membership online or you cannot access the online version of our Security and Privacy Notice, please let us know and we will send you a copy.

You are in control of what we do with your personal data. If you have any further questions in relation to data protection and use of personal data they should be sent to [dpo@boundless.co.uk](mailto:dpo@boundless.co.uk), addressed to the Data Protection Officer, Boundless, Britannia House, 21 Station Street, Brighton, BN1 4DE or, if you wish to speak to us direct, call our member services team on 03301 230 278 (lines open 8am – 6pm Monday to Friday, 9am – 5pm Saturday).

## **11. Changing this agreement (variation)**

We reserve the right to amend this agreement at any time. Any such amendment will be subject to 1 months' notice of the amendment in writing. Any such amendments will also be displayed on the Leisure Club's notice board.

## **12. Governing law and jurisdiction**

These terms are governed by English law and you can bring legal proceedings in respect of your membership of Boundless by CSMA or membership services we provide to you in the English courts. If you live in another jurisdiction you can bring legal proceedings in either the courts of that other jurisdiction or the English courts.

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

## **13. Our trade marks**

"Whitemead Forest Park", "Whitemead Leisure Club", "Boundless by CSMA" and "Boundless" are UK registered trade marks of Motoring & Leisure Services Limited. You are not permitted to use them without our approval.