

Introduction

To help You get the best out of your JAGS Sports Club membership and to understand Our responsibilities to You and Your responsibilities to us, You should read these terms and conditions carefully before You sign.

If You do not understand any term, please ask at the reception for clarification.

DEFINITIONS

“Agreement” Your application form, these terms and conditions of membership, the Membership notice and the Club Rules.

“JAGS” JAGS is short for James Allen’s Girls’ School

“Club” JAGS Sports Club.

“Club Rules” The rules and regulations attached to this document.

“Linked Member” Anyone who is linked to Your membership.

“Membership Notice” means the notice regarding to Your membership issued with Your application form and as updated from time to time and available on Our Website.

“We, Our and Us” JAGS Sports Club.

“Website” means Our website at <https://jagssportsclub.co.uk/> as the same may be updated from time to time on notice to You.

“You” the member above (or as context permits the named persons on the Family membership or the joint members of a Joint member), and **“Your”** shall be construed accordingly.

“Your entire membership” Your membership and the membership of Your linked members.

1. Membership

1.1 This section applies to all categories of membership, including Family membership and any joint membership and should be read in conjunction with the Membership Notice.

1.2 Acceptance of an application for membership at each Club is at Our absolute discretion (although We will exercise Our discretion reasonably, and in compliance with applicable laws).

1.3 If You are under 18, Your parent or guardian must sign this Agreement on Your behalf. By signing this Agreement, Your parent or guardian agrees to always be responsible for Your behaviour and actions, and to pay us any amounts that are due on Your behalf.

1.4 Your membership will begin on the latest of

(a) when We accept Your application; or

(b) when You pay the joining fee (if applicable); and

- (c) when Your entire membership completes the health induction and gym induction,
- 1.5 Your membership will continue for an initial period of 6 months, during this time You cannot cancel Your membership excluding Your right to change Your mind as explained at clause 13.2 below or for medical or other reasons set out at clauses 13.4 and 13.5 below.
 - 1.6 Your membership is personal and is not transferable to any other person.
 - 1.7 After 5 months of continuous membership, You may cancel Your membership by giving one months' notice to the Club Manager in writing. The date of cancellation will be the date on which the notice period ends.
 - 1.8 Members may upgrade their subscription at any time, upgrading a subscription will restart a new contract period.
 - 1.9 The rights attached to membership at JAGS Sports Club may vary from time to time; any variation will be advised with at least 3 months' notice posted on relevant display media and on Our Website. Your rights to cancel Your membership in those circumstances are set out at clause 13 below.
 - 1.10 The current content and entitlement to services of all memberships shall be displayed and publicised within JAGS Club Sports facilities [and on Our Website
 - 1.11 You must notify the Club of any change in Your contact details immediately.

2. Health Induction and Gym Induction

- 2.1 All members on the application must agree that they have read and understood the Health Commitment Statement and watched the virtual tour of the facilities which will be provided by the Club. Applicants must declare that to the best of their knowledge the information provided is complete and accurate.
- 2.2 Members are responsible to ensure they are fit and healthy to use the facility and seek clearance from their doctor before participation. You must sign the Health Commitment statement before joining.

3. Membership cards

- 3.1 We will give You and any connected members a valid membership card, which You must produce and swipe each time You enter the Club reception. If not produced, then We may refuse You entry or charge You for use of the Club and any activity at the rate charged to guests.
- 3.2 A photo of all members (including other persons within the same membership) will be taken and placed on the membership account for security purposes. By signing the Agreement, You consent to having Your photograph taken, processed and stored in this way.
- 3.3 If any person other than You uses Your card, We are entitled to cancel Your membership.
- 3.4 Membership cards are non-transferable and infringement of this may lead to immediate termination of Your membership without refund of any fees paid.
- 3.5 If a membership card is lost or a replacement is required for any other reason, then it is Your responsibility to inform the Club. Any replacement cards issued will incur an extra one-off

cost determined from time to time and notified in the Membership Notice, reflecting Our reasonable expenses and costs in providing You with the replacement.

3.6 On termination of membership, for any reason, You are required to surrender Your Membership Card.

4. **Junior members and children**

4.1 Junior members are not allowed into the gym areas unless they are taking part in a scheduled 'Youth Gym' session. Access times are available from a member or staff or on the JAGS Sports Club website.

4.2 You are responsible for the behaviour and actions of Your children (and of any nanny) at all times while they are at the Club or using the facilities.

5. **Guests**

5.1 If You are over 18 You may introduce guests to the Club. Use of the facilities will be subject to a charge advertised at the Club. However, guests are not permitted into the Fitness Gym or Free Weights areas.

5.2 You are responsible for making sure Your guests are aware of and comply with Sports Club Rules. If Your guest does not comply with the Club Rules, We can cancel Your membership.

6. **Joint and family memberships**

6.1 If You join as a couple with a joint membership, You are both liable on a joint and individual basis for all of the members' obligations under the Agreement.

6.2 If one of You gives notice to Us, We will treat it as applying to both. If We give notice to one of You it will be treated as applying to both.

6.3 A family with an existing Family membership may include a full-time nanny or Au-Pair as part of their Family membership, subject to You providing formal documentation of the relationship between the Au-Pair and You. Typically, this would be in the form of an employment contract between you and the Au-Pair or you would be able to provide documentation from the Au-Pair's agency of their relationship to You.

6.4 When a child, who is part of either a Family, Single Parent Family or has their own individual membership, becomes eighteen years of age they will be viewed as an adult and as such shall cease to be a member on their 18th birthday, but may re-register with a new adult Membership or as an adult within a Family membership subject to the terms and conditions and fees then prevailing for the same.

6.5 If You have a joint membership, either You or the other member can ask to remove the link between Your membership. If the linked member also wants to end their membership, they will need to give the period of notice that applies to their membership type.

6.6 If We remove someone from a linked membership, the member who is left will become an individual member. If We remove the link between two members, each member will become an individual member.

7. **Subscriptions and Payments**

- 7.1 You must pay a joining fee of as set out in the Membership Notice when You apply for membership for the first time.
- 7.2 If You cease to be a member for more than 12 months and intend to rejoin the Club, a new joining fee will be payable.
- 7.3 You must pay a monthly membership fee, which at the date of the Agreement is as set out in the Membership Notice.
- 7.4 The membership fee is payable in monthly instalments which will be due on the first day of the month or the fifteenth day of each month as chosen by You. A pro-rated amount will be required as Your first payment and should be paid on joining.
- 7.5 Payments must be made on time and if You fall into arrears, then, in addition to any other rights available to Us, We are entitled to:
- (a) suspend Your access to Club; and/or
 - (b) charge You an administration fee for Our costs in managing and pursuing the debt owed by You to Us.
- 7.6 The monthly fees are payable even if You do not use the facilities or the Club.
- 7.7 We may change the amount of Your monthly membership fee. If We do, We will write to You at the address You have given to us no less than three months before the change happens.
- 7.8 If You pay Your subscription by Direct Debit, then You must immediately notify Us if You change Your bank account details in any way and provide Us with a replacement Direct Debit mandate.
- 7.9 Your membership will terminate automatically if:
- (a) a call upon Your Direct Debit is refused; or
 - (b) if Your Direct Debit mandate is cancelled without being replaced by a new Direct Debt Mandate under clause 7.8 or by an alternative permitted means of payment; or
 - (c) on Your death, physical or mental incapacity, individual voluntary arrangement, or bankruptcy.
- 8. Suspension and Freezing of Membership**
- 8.1 In exceptional circumstances, You can request us to freeze Your membership for a minimum period of 1 month. However, the decision for Us to do so will be at Our sole discretion and based on Our assessment of Your request (e.g. childbirth, sickness and exclude others).
- 8.2 If You wish to request a freeze in Your membership, You should apply, in writing, to the Sports Club Manager whose details are on Our Website.
- 8.3 We will generally not exercise Our discretion to freeze Your membership if the reason so requested relates to a holiday or extended travelling.
- 8.4 If We agree to freeze Your membership, a monthly fee will be payable at a reduced rate as set out in the Membership Notice.

9. Health and Safety

- 9.1 Your attention is drawn specifically to the health and safety section of the Club Rules.
- 9.2 You further agree to abide by any other rules or restrictions notified by Our staff to You relating to Your health and safety or the health and safety of other members.
- 9.3 You confirm to us that, to the best of Your knowledge and belief, You are in good health and that use of the facilities at the Club would not be detrimental to Your health, safety, comfort, wellbeing or physical condition.

10. Data Protection

- 10.1 All members agree to allow the JAGS Sports Club to collect, store and use Your personal data including, but not limited to Your name, contact details, payment information, health related data and photograph for the purposes of performing Our contractual obligations to You.
- 10.2 Your personal data is collected to provide and improve Our services, process payments, and ensure Your safety during the use of Our facilities.
- 10.3 You may opt out of email and SMS communications that We send for promotional or marketing purposes.
- 10.4 All processing of Your personal data will be in accordance with Our privacy policy on Our website.

11. Limitations on Liability

- 11.1 We are not liable for the loss/theft of any personal property brought by You or guests to the Club.
- 11.2 We do not exclude liability for any matters where We are not permitted by law to do so.
- 11.3 Where We have been negligent and/or breached a contractual obligation to You, We will be liable for any loss or damage You suffer as a result, as long as the loss or damage is foreseeable as being a result of that breach. Loss or damage is foreseeable if it is an obvious consequence of Our negligence or breach of contract or would have been considered by You and Us to be a likely consequence of it at the time the parties entered into this Agreement.
- 11.4 We will not be liable or responsible for any failure to perform any of Our obligations under this agreement which are caused by any event that is outside Our reasonable control.

12. Property

- 12.1 If You bring personal belongings to the Club, this will be at Your own risk. We do not accept any legal responsibility for any loss or damage to Your personally belongings.

13. Cancelling Your membership

- 13.1 You may terminate Your membership when outside of any contract period (the minimum contract period unless otherwise specified being 6 months) by giving JAGS Sports Club one months' notice in writing (by email to clubmanager@jagssportsclub.co.uk).
- 13.2 You can change Your mind about joining. To do this You will need to give notice in writing (by email to clubmanager@jagssportsclub.co.uk). You can do this at any time up to 14 days after making Your membership application and Your entire membership will end. If You enter the club to use the facilities during the 14-day cancellation period. We will charge a proportion of the monthly fee to cover this period and We will refund the balance of any fees You have already paid.
- 13.3 If You provide notice to cancel membership less than 5 working days before the end of the month, the full membership fee will be payable by direct debit for the following month.
- 13.4 You may also cancel Your membership at any time (including during the first 6 months) for medical reasons. You will need to provide us with reasonable proof of Your circumstances before We enact a cancellation under this clause.
- 13.5 You are also entitled to cancel Your membership on reasonable notice, in the circumstances set out in clause 15 (where We make a material variation to this Agreement or to the Membership Fee).

14. **Termination by Us**

- 14.1 We may terminate Your membership immediately and without notice if:-
- (a) You commit a serious or repeated breach of this Agreement (including the Club Rules) and, if that breach is capable of being remedied, it is not remedied within seven days; or
 - (b) In the circumstances set out in clause 7.9; or
 - (c) You commit a serious breach of the health and safety rules in the Club Rules (whether or not capable of remedy); or
 - (d) You commit any Unacceptable Behaviour (as defined in the Club Rules); or
 - (e) In Our reasonable opinion Your behaviour is likely to endanger other members, their guests or staff, or adversely affect the Club or Our reputation; or
 - (f) If any amounts You owe us remain unpaid for 30 days after the due date; or
 - (g) If You provide us with details You know to be false when applying for membership and those details reasonably affected Our decision to grant Your membership.
- 14.2 If We terminate the Agreement, We will not refund any membership fees already paid by You and any accrued but unpaid membership fees up to the date of cancellation will become immediately payable and due from You.
- 14.3 Our termination of the Agreement is without prejudice to any other rights or remedies We may have against You.
- 14.4 We reserve the right to refuse any application for membership or renewal without providing any reason for doing so.

15. **Club Rules**

- 15.1 You must comply with the Club Rules, which form part of this Agreement.
- 15.2 In signing the application form You confirm that You:
- (a) Have read the Club Rules in full; and
 - (b) specifically agree to be bound by the Club Rules.
- 15.3 We may change the Club Rules at any time. We will post notice of any changes on the Club Notice Board and on Our Website.
- 15.4 Any member not complying in accordance with the Club Rules, regulations and terms of facility use will be asked to leave the Club and their membership may be revoked. In such cases where a membership has been revoked, then no refund of fees paid will be made by the Club to You.
16. **Variations**
- 16.1 We can change the Agreement at any time, including by amending, varying or increasing any fees such as the membership fees. Save in respect of the Club Rules which may be updated without any notice period, We will give You 3 months' notice of this change in writing at the email address You have given us and by notice on the Club Notice Board.
- 16.2 If We make any changes to the Agreement which:
- (a) materially and adversely affect Your rights or the benefits under the Agreement (for example by materially removing equipment and facilities for a sustained period of time);
or
 - (b) constitute a raise in membership fees of more than the prevailing RPI,
- You can then contact Our Sports Club Manager to end the Agreement before the change takes effect.
- 16.3 We can make changes at any time to the Agreement or to Our services:
- (a) to reflect changes in relevant laws and regulatory requirements; and/or
 - (b) to make minor technical adjustments and improvements,
- and this does not give rise to a right for You to cancel the Agreement.
17. **Unavailability or Inaccessibility of Certain Facilities**
- 17.1 You acknowledge and agree that there will be occasions where certain facilities are unavailable, including for routine, planned and unplanned maintenance and otherwise in accordance with the Club Rules.
- 17.2 We will endeavour to advise You in advance of the unavailability of facilities at the Club.
- 17.3 You are not entitled to any full or partial refund or other compensation (including cancellation) for the unavailability of services or facilities in the circumstances set out in clause 17.1.
18. **This Agreement**

- 18.1 If a court invalidates some of this agreement, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 18.2 Failure or delay by Us in enforcing any provision of this Agreement shall not constitute a waiver of Our rights to enforce it at a later time. Any omission or delay in pursuing remedies for a breach, such as non-payment or a prohibited action, shall not preclude Us from exercising Our rights or remedies in the future.
- 18.3 These terms and conditions and any dispute arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.