

TERMS AND CONDITIONS OF MEMBERSHIP

1.1. These are the terms and conditions that govern your Watlington Club membership.

1.2. Please read these terms carefully. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. Information about us and how to contact us

2.1. We are The Watlington Club, a charity registered in England and Wales. Our registration number is 1160612 and our address is 20 High Street, Watlington, Oxfordshire, OX49 5PY.

2.2. You can contact by email: admin@watlingtonclub.co.uk

2.4. "Writing" includes emails. When we use the words "writing" in these terms, it includes sending you emails.

3. Our contract with you

3.1. We reserve absolute discretion when approving and considering membership applications and reserve the right to refuse any application without giving any reason whether for new members or renewal.

3.2. Unless notified otherwise under clause 3.1, your membership will become active two days after our acceptance of your application and receipt of your first membership payment. This is to comply with licensing conditions.

3.3. Your membership of the Club is personal to you and you cannot let any other person use your membership unless you have a Family Membership and then the named family members (maximum of 5 persons) may use it.

4. How long your membership will last

4.1. Your membership will start on your Joining Date which will be two days prior to it becoming active. The contract between us will last for at least 12 months from the joining date (referred to in these terms as a "Fixed Term"). Your first Fixed Term is referred to in these terms as the "Initial Fixed Term"; subsequent Fixed Terms are referred to as "Subsequent Fixed Terms".

4.2 The conditions on which your membership may be cancelled before the end of a Fixed Term are set out in sections 7 and 8 below.

5. Membership fees

5.1.1. On your Joining Date you must pay for your membership fees by paying in advance. You have either the option to pay monthly or annually in advance for a Family Membership or annually in advance for all other Membership types.

5.1.2. Toward the end of a Fixed Term you will receive notification that your current membership Fixed Term is coming to and that your membership will be renewed unless you cancel or amend your membership status.

5.1.3 At the end of a Fixed Term, unless your membership is ended it will be renewed for another period the same length (12 months) from the anniversary date (the "Renewal Date") and will continue to occur for subsequent fixed terms.

5.1.4. Your membership fees will be payable whilst your membership continues regardless of whether or how much you use the Club facilities.

5.2. We can increase your membership fees at any time giving you at least 30 days' notice in writing. The higher fee will be applied for the next subsequent fixed term contract. If you do not want to pay the higher membership fee, you can cancel your contract by giving us notice to cancel.

5.3. If you pay your membership fees by direct debit and you miss a payment because your direct debit has been cancelled or has failed, we will charge you a fee of £20.00 for each missed direct debit, to cover our reasonable administration costs.

6. Your obligations

6.1. The Club expects you to act in a manner that is considered reasonable and appropriate by other members.

6.2. You agree that you will, and (if relevant) any family members or friends that accompany you into the Club will:

6.2.1. dress in a manner that is appropriate to the Club and to the activity you are undertaking, and in particular avoid clothing that is overly revealing, offensive to other members or staff, or unhygienic;

6.2.2. show consideration for other members and their guests at the Club;

6.2.3. not use abusive, offensive or use foul language;

6.2.4. not behave in a way that is violent, offensive, threatening or a nuisance to any other member or guests of the Club;

6.2.5. not sell and/or market any product or service to other members while in our Club unless agreed in advance and in writing by the Club;

6.2.6. not act in a way that damages property belonging to the Club. If this occurs you will have to pay for any damage caused by you, your dependents and your guests while in the Club;

6.2.7. adhere to health and safety measures as required by law or as instructed by the Club;

6.2.8. not enter the club or use the facilities whilst under the influence of alcohol or illegal drugs. Alcohol must only be consumed in accordance with the Club Licence and by members over the legal drinking age. Members are expected to responsibly manage their consumption of alcohol on the Club's premises and not become drunk. No consumption of illegal drugs is permitted at any time on the Club's premises.

6.2.9. not behave in an anti-social or disruptive manner, including but not limited to inappropriate or threatening behaviour, misuse of equipment or sexual or illegal activities.

6.2.10. not act in a way that causes offense to the Club's neighbours including but not limited to damages property belonging to the Club's neighbours or behaviour that is deemed violent, offensive, threatening or a nuisance to those neighbours;

6.2.11. not smoke anywhere on the Club's premise or directly outside.

7. Your rights to end the contract

7.1. During the Initial Fixed Term you may end the contract between us by giving us not less than 30 days' written notice at any time, such notice to expire on the last day of the following month (including during the Initial Fixed Term) ONLY if:

7.1.1. we tell you that we are making a permanent material change to the facilities at the Club or the location of the Club and you reasonably consider that the change is materially detrimental to you;

7.1.2. your financial situation becomes materially worse than it was at your Joining Date (or, for Subsequent Fixed Terms, your Renewal Date), so that continued membership of the Club is unaffordable for you (and you are able to provide reasonable evidence of this to us); or

7.1.3. you permanently move away from the area so that travelling to the Club is not practical for you.

7.1.4. you are likely to be unable to use the Club, by reason of a serious injury or illness, for a period of at least three months (and you are able to provide reasonable evidence of this to us, such as a doctor's certificate).

7.2. During Subsequent Fixed Terms you may end the contract between us by giving us not less than 30 days' written notice ending on or after the end of the Initial Fixed Term and expiring at the end of a calendar month (the "Membership Cancellation Date").

7.3. If you cancel for the reasons set out in 7.1 we will refund you for any part of a Fixed Term which you have paid for in advance of the Membership Cancellation Date. If you cancel for any other reason you will not be eligible for any refund of membership fees paid in advance.

8. Our rights to end the contract

8.1. We may end the contract between us by giving you not less than 30 days' written notice. We will inform you of the Membership Cancellation Date.

8.2 Unless we end the contract for any of the reasons listed in 8.3 we will refund any membership fees you have paid in advance that relate to the period after the Membership Cancellation Date.

8.3 We may end the contract and your membership immediately at any time by giving you notice in writing if:

8.3.1. you commit a serious breach of any provision of these terms (including in particular the conduct rules set out at clause 6);

8.3.2. you commit frequent or repeated breaches of these terms, even if each one may by itself seem minor (including, in particular, the conduct rules set out at clause 6);

8.3.3. you fail to make a payment due under these terms when it is due, although we will give you seven days to correct this first;

8.3.4. your membership has previously been revoked or we are currently in dispute with you;

8.3.5. we reasonably believe that your continued membership of the Club poses a risk to the safety or wellbeing of other members, their guests or our staff of the Club, or to the reputation of the Watlington Club.

8.4. If we end the contract in the situations set out in clause 8.3 we will refund any membership fees you have paid in advance of the Membership Cancellation Date but only after we have deducted any reasonable compensation for the costs we may incur as a result of the circumstances leading to your breach of the contract.

8.5. If the Club closes or becomes unusable in circumstances we did not plan or foresee, we can end or suspend the contract immediately by giving you notice. If we decide to close the Club for business or operational reasons, we can end the contract by giving you at least 30 days' notice in writing.

9. Our right to make changes

9.1. We may make changes to the Club's facilities and equipment at our discretion from time to time for any reasonable cause. This may include, but is not limited to, the following reasons:

9.2.1. we may change, remove, or improve or add to our service offering at the Club at our discretion as this ensures we respond to customer needs and remain competitive;

9.2.2. the cost to us of providing the facilities or other costs associated with running the Club increase;

9.2.3. we reorganise the way we structure or run the Club;

9.2.4. other valid legal or regulatory reasons; or

9.2.5. we change the terms to make them clearer or easier to understand, to reflect changes in law or to update our contracts from time to time so all our members have the same contract.

10. Communicating with you

10.1 Notices from the Watlington Club to Members will be made via email. When applicable to individual members these will be addressed using details set out in the membership records.

10.2 Watlington Club will post news and information pertinent to the operation of the Club on the Watlington Club's website (www.watlingtonclub.co.uk) and other electronic communications platforms such as social media sites (eg: Facebook).

10.3 Watlington Club will use e-mail bulletins to update members of important news or events at the Club. Members who have opted not to receive electronic marketing communications will not receive these communications.

11. Personal information

11.1 Watlington Club has a separate privacy policy that determines how members private information is stored and protected. This policy can be found on the Club's website.

11.2 The privacy policy also sets out how we manage information collected by CCTV.

12. Car park

12.1. Watlington Club car park is private property and only to be used by Club members while using the Club facilities or by visiting teams for competitive matches.

12.2 In making use of the car park members (and their guests or visiting teams) are expected to be considerate of other members in light of the limited number of spaces available. This includes parking only in designated or marked spaces where these exist and where possible sharing cars.

12.3. The Club does not accept responsibility for any loss, theft and /or damage to vehicles and/or valuables left in vehicles or any other mode of transport of members or their guests whilst on Club premises or in any parking area designated for use by members or their guests.

13. Your health

13.1. The Club takes no responsibility for your decision to use the Club's facilities.

13.2. We recommend that you follow recognised best health and exercise practice at all times when using the Club facilities, including:

13.2.1 spending time to warm up before exercise and cool down after your session;

13.2.2 stopping exercising immediately if you experience acute pain, dizziness, sudden headache or chest pain;

13.2.3 when attending supervised or instructed classes, informing your host if there are any pre-existing medical conditions they should be aware of;

13.2.4. consulting appropriately with a doctor before undertaking an exercise regime.

14. Health and safety, and security

14.1. Members are expected to be aware of and comply with the health and safety regulations and any ad hoc notices displayed in the Club as relevant from time to time.

14.2 Members are expected to make themselves aware of the fire procedures and emergency exits for the Club facilities they are using, noting that fire exits must remain clear at all times and fire doors must remain closed at all times. Members should not tamper with any fire doors or other safety devices.

14.3 Members are reminded that the club building is an old building with different floor surfaces and floor levels heights: please take care as you walk through this building.

14.4 Members should notify the Club of all injuries/incidents, hazards or damage identified on or to the Club's premises.

14.5 Members are expected to be vigilant of general security, ensuring that doors and windows are locked as required when leaving the premises.

Watlington Club Trustees.