



## TERMS AND CONDITIONS OF MEMBERSHIP OF THE KING'S CLUB

This document sets out the terms and conditions ("terms") upon which members and their guests may use the King's Club's facilities.

### **DEFINITIONS**

#### **Member**

The named individual on the application form is the lead member.

#### **Linked Member**

Anyone who is linked to the membership by being in the same household in accordance with the terms of a family membership.

#### **Guest**

Those individuals who have been invited by a member to use the facilities on a pay as you go basis only.

#### **We / The Club**

The King's Club and /or KCS Enterprises Ltd.

#### **The School**

King's College School

#### **Primary Facilities**

The Swimming Pool, Fitness Suite, Strength & Conditioning Room

#### **Secondary Facilities**

Exercise classes, Tennis, Squash, Sports Hall Activities

### **INFORMATION RELATING TO COVID-19**

Notwithstanding the terms and conditions within this contract, the club has the right and duty to amend opening hours, restructure activities and publish temporary new rules during the COVID 19 pandemic to ensure adherence to government guidance and that of related sporting bodies as updated from time to time. These rules and any updates will be published on the King's Club website and emailed directly to members.

### **DUAL USE FACILITY - IMPORTANT INFORMATION FOR MEMBERS**

The club is a dual use facility set within the grounds of King's College School ("the school"). The club is predominately a school facility and members and guests are required to abide by the rules to ensure that the health, safety, welfare and the club's safeguarding arrangements are complied with at all times.

The club is restricted to school use during normal school hours. There will also be occasions when the facilities will be unavailable to members at short notice, because of out of hours school activities or school sports fixtures. Members attending a class or activity which starts from 6.15pm onwards in the term time are advised to arrive in their sports kit in case pupils are using the changing rooms. In these circumstances the changing rooms will not be available to members until all pupils have vacated them.

Members must have their membership cards and photo identification on them at all times when on the premises. The club reserves the right to refuse entry if suitable identification cannot be produced on request.

Members are strictly prohibited from taking photos or videos when on the premises.



## Current Club Opening Times

Facility	KCS Term Time Monday – Friday	KCS Term Time Saturday / Sunday	KCS Holidays Monday – Friday	KCS Holidays Saturday / Sunday
Fitness Suite Strength & Conditioning Room	18:00 – 22:00	09:00 – 19:00	15:00 – 22:00	09:00 – 19:00
Swimming Pool	18:15 – 21:00	09:00 – 19:00	15:00 – 21:00	09:00 – 19:00
Tennis Courts	18:00 – 21:00	09:00 – 19:00	15:00 – 21:00	09:00 – 19:00
Exercise Studio & Sports Hall	See Class Timetables			

- Bank Holidays: The club will be open from 10am – 4pm (variations to Bank Holiday hours may apply)
- Christmas & New Year – The club is closed each year for two weeks over the festive period. The exact closure dates for each year are published on the website <https://www.kingsclubwimbledon.org/>

### I. MEMBERSHIP

- (a) The club offers three types of membership categories: Single Full & Family Full, Summer Student which are illustrated on the website and set out in detail in paragraph 17 of these terms.
- (b) Single memberships can be upgraded to Family memberships at any time subject to the appropriate membership fee. The member will have to complete a new application form to change membership category.
- (c) Members are not able to downgrade their membership category within the contract period.
- (d) Linked dependants of members in a Family membership, who wish to continue to use the club facilities are required, upon reaching the age of 18, to upgrade their membership to a Single full membership. In these circumstances, the remaining adult in the Family membership may downgrade to a Single full membership where only one adult remains in the Family full membership.
- (e) The club reserves the right to change the timetable / hours of operation of any activity at any time and will notify members via email communication and the club website.
- (f) The club reserves the right to vary, at short notice the opening times of the club or the times at which specific facilities are open to allow for repair or maintenance as necessary without compensation. In the case of maintenance, the Club reserves the right to close any of the facilities, including the whole of the swimming pool and gym for a period of 14 days.
- (g) The club may from time to time make changes to the entitlement of existing members or introduce new categories of membership.
- (h) All membership categories / fees are non-transferable and non-refundable.



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- (i) The Club reserves the right to suspend or permanently withdraw any, or all, of the secondary facilities. Membership refunds are not issued in these circumstances.
- (j) It is the members' responsibility to inform the club of any changes to their personal details including their address, email and contact number.
- (k) The club reserves the right to amend activities fees with no less than two weeks' notice.
- (l) The club reserves the right to amend annual pre-paid membership fees, with no less than two weeks' notice prior to the end of the member's 12 month contract.
- (m) The club reserves the right to amend monthly direct debit membership fees following the completion of the minimum term contract with no less than two week's notice.
- (n) Linked members, including their dependent children under the age of 18, or any nanny of the dependent children, must reside at the same address as the lead member.
- (o) Parents of current pupils of King's College School Wimbledon are entitled to a 10% reduction off the annual subscription fee. Joining fees, courses and other club activities are charged at the advertised rate.

## 2. PAYMENTS

### (a) Direct debit contracts

Members will be required to pay the non-refundable joining fee plus the first month's subscription upon joining the club via credit or debit card. Members agree to make all future payments by direct debit. Memberships will run for the initial period, which is at least 6 calendar months and will continue indefinitely until the member gives at least one full month calendar notice in writing to the club.

### (b) 12 Month annual payment memberships

Members will be required to pay the non-refundable joining fee together with the annual membership payment in full prior to using the club. Once payment has been received, this membership will run for 12 calendar months. The club will contact members one calendar month prior to the expiry date to invite the member to renew their contract for another 12 month period.

## 3. Direct Debit Payment Failure

If a Member does not pay their monthly direct debit membership fee due to providing incorrect bank account details, insufficient funds or has cancelled their direct debit mandate in error, the King's Club will contact the member directly in order to settle the shortfall by credit or debit card and provide the King's Club with their correct bank details.

If the shortfall is not settled within 14 days of being contacted by the Club, then their membership will be subject to suspension or termination and the member will be required to settle the last month's subscription.

## 4. COOLING OFF PERIOD

- (a) Members have a 14 day cooling off period commencing from the day the contract of membership is signed.
- (b) If a member wishes to cancel their membership during this time, they must do so in writing to the club management before the end of the 14 day cooling off period.
- (c) Providing the club has received the notice to cancel before the 14 day period is reached, the member will receive a full refund on monies that the member has paid to the club in the form of membership (excluding the joining & course fees).



## 5. MEMBERSHIP CARDS

- (a) On successful completion of your membership application, we will process your membership card(s) for collection from the King's Club reception upon your first visit to the club.
- (b) Single Full members will receive one membership card.
- (c) Family Full members will receive one card per adult and one card per child aged 16 year and over. Cards are not provided for children under the age of 16 years. Membership cards will be issued to nannies attached to the family membership.
- (d) If you lose your card we will issue a new one at a charge of £10 per replacement card.
- (e) Your membership card is personal to you and cannot be transferred to another individual. In order to protect the security of our members and staff, we require all members to scan their membership cards upon arrival at the club for our reception team to verify their identity.
- (f) If another individual uses your membership card, we have the right to terminate your membership with the club in accordance with section 8.1 (b)

## 6. OTHER CHARGES

There may be additional charges for a small number of services and facilities. We will display such charges on the club website.

## 7. SUSPENDING (FREEZING) YOUR MEMBERSHIP

- (a) During the 12 month membership contract period, other than after you have provided us with a notice to terminate your membership, The King's Club may (in its reasonable discretion) permit the Member to suspend their membership (i.e. put on freeze) on medical grounds that preclude the member from using the club's facilities. This excludes pregnancy but includes a medical condition that arises during the pregnancy.
- (b) A member may suspend their membership for a minimum of three months and a maximum of nine months.
- (c) Suspending a membership is not the same as cancelling a membership. Any suspended time will be added to the end of the contracted membership term.
- (d) During the suspension period, The King's Club will charge the lead member 25% of the relevant monthly fee for direct debit members, and in advance the pro-rata monthly fee for annual pre-paid members.
- (e) If a member wishes to suspend their membership, they are required to fill out a "suspension of membership form" which needs to be completed and received by the club 1-month prior to the commencement of the requested suspension date. In addition to the "suspension of membership form", the King's Club may require a doctor's letter confirming the reason for suspension.
- (f) The King's Club cannot back date a suspended period and will not refund any fees the member paid before the agreement was suspended.
- (g) During the suspension period Single Full members will not be permitted to use the club's facilities and Family Full members (including all linked members) will not be able to use any of the facilities, this includes pre-paid in-house activities for which refunds will not be issued.



## 8. TERMINATION OF MEMBERSHIP

### 8.1 TERMINATION BY THE CLUB

The club has the right to withdraw and or cancel a member's membership immediately and without recourse to a refund for the following reasons:

- (a) A member or a member's guest is deemed by club staff to be rude, abusive, intimidating or threatening to staff and or other members. The safety and wellbeing of staff and members is paramount. If the club becomes aware (or has reasonable grounds to suspect) that a member poses a risk (to any degree) to a member of staff, or other members or their property the club reserves the right to terminate that member's membership immediately.
- (b) A member allows another individual to use their membership card to gain access to the club.
- (c) A member continually breaks the terms & conditions of the club.
- (d) Any part of the membership fee remains unpaid 30 days after its due date.
- (e) A member provides materially false or misleading details upon applying for membership.
- (f) The school decides to permanently close the club to members for any reason.

### 8.2 CANCELLATION BY THE MEMBER

**Direct Debit Members** may terminate their club membership by giving the club at least one complete calendar months' written notice (after the initial 6 month contracted period). The member must contact the club membership administrator who will advise them of the last day of their membership and the final membership payment date.

- (a) Upon receiving the members' written / email notice to cancel, the membership administrator will send the member a written acknowledgement (by letter or email) to confirm the date that the member's membership will expire. If the member has not received an acknowledgement within ten working days, then the member must assume that club has not received their termination notice and therefore contact the club again.
- (b) Once the member's membership terminates and the club has taken the final payment from the member, it is the responsibility of the member to cancel their direct debit instructions.

**8.3 Annual Payment Members'** memberships will automatically expire at the end of their 12 month calendar membership. The club will contact the member one calendar month prior to the expiry of their membership to ascertain if they would like to continue their membership for another year.

### 8.3 EARLY TERMINATION BY THE MEMBER

Early termination within the 6 month direct debit contract or 12 month annual payment contract is not possible except under the following circumstances. Members may be required to provide evidence in respect of a-d:

- (a) Redundancy or insolvency of the lead member.
- (b) Permanent relocation of the Lead Member outside of a 10 mile radius of the Club.
- (c) The member suffering from a medical condition that has a substantial and long term adverse effect on their ability to continue with their usual usage of the club facilities. In this instance, the club may require reasonable evidence of the member's medical condition, such as a doctor's certificate.



- (d) The KCS Enterprises, on behalf of King's College School permanently closes either the swimming pool or Fitness Suite or both.

## 9 COMMUNICATION

- (a) The Club will communicate updates to its members via email (where provided by the member) and on the club's website ([www.kingsclubwimbledon.org](http://www.kingsclubwimbledon.org))
- (b) Members are required to send all communications regarding the status of their membership to the Club via email ([mship@kingsclubwimbledon.org](mailto:mship@kingsclubwimbledon.org)) or via letter to the Club Manager, The King's Club, Woodhayes Road, Wimbledon SW19 4TT.

## 10. INDEMNITY AND LIMITATION OF LIABILITY

- (a) The club does not in any circumstances, hold itself liable for any injury, illness, accident or loss of or damage to property caused by the use of the facility.
- (b) The club and its employees shall be under no liability in respect of injury to a member or their guest caused by negligence or recklessness of a member or any participants or guests of the member.
- (c) A member shall fully indemnify and hold harmless the club at all times against any all liabilities, costs, expenses, damages and losses (including but not limited to any direct or consequential losses, loss or profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by the club arising out of or in connection with any breach of these terms by the members, any guest members or visitors of the member.
- (d) The club does not accept any liability for any injury or death of any member or guest that may happen on the premises, other than the liability which arises from our negligence or our failure to take reasonable care.

## 11. PERSONAL DATA

The club's privacy notice, which can be found on the website, sets out the details of how the club uses and shares your personal data in compliance with current UK data protection legislation. The privacy notice may be updated from time to time and we will notify you of any material changes via our website.

## 12. CCTV

- (a) In the interests of the security of school pupils, club members, guests and staff, the club may operate CCTV cameras in various locations inside and outside of the premises.
- (b) Access to images and recordings will be restricted to authorised personnel of the club and the school and relevant authorities if required.

## 13. GENERAL HEALTH AND SAFETY

The safety of our members and their guests are our main priority. Members are asked to adhere to the following:

- (a) No glassware is permitted on site.
- (b) The club does not permit pets, with the exception of registered working assistance dogs.



- (c) Members and their guests must familiarise themselves to all of the signs relating to health and safety in the club. If unsure of the meaning of any of a sign, they should ask a member of staff.
- (d) Fire exits are clearly marked throughout the club. If the fire alarm is sounded, members and their guests should leave by the nearest fire exit and go to the advertised assembly point.
- (e) If a member or their guest suffers an accident or injury while in the club, they must report it to the duty manager.
- (f) Members and their guests should not use the club if they have an infectious illness or condition.
- (g) All areas of the club (inside and outside) are strictly no smoking.
- (h) Children under the age of 16 must be supervised at all times by a member over the age of 18. However, if a child is in a club activity then the member may use another facility of the club but are NOT permitted to leave the premises. In such cases, the member should inform the child's instructor of their whereabouts.

#### **14. CLUB RULES - GENERAL**

- (a) Photography and filming is not permitted in any areas of the club.
- (b) Pets of any description are not permitted, with the exception of registered working assistance dogs.
- (c) The club is unable to offer parking to members or their guests. All parking bays are for the staff of the school only.
- (d) Members and their guests are expected to wear appropriate clothing for the activity they are undertaking. All members and their guests must wear tops at all times.
- (e) Appropriate footwear must be worn for the relevant sports to protect the surfaces. Only shoes with non-marking soles are permitted in the sports hall.
- (f) Members are permitted to invite guests to tennis courts only, all other areas of the club are strictly for members only. Members must ensure that their guest registers at the club reception and pay the appropriate fee. Members are responsible for the behaviour of the guests.
- (g) Members are required to carry their membership card and photo id to obtain entry to the club. The club reserves the right to refuse entry to a member who fails to produce id or evidence of membership.
- (h) Only King's Club certified sports teaching instructors are permitted to undertake sports coaching in the club. External instructors are not permitted.
- (i) All areas of the club (internal and external) are strictly non-smoking.
- (j) Alcohol is strictly prohibited on the premises.
- (k) All outside grass areas are strictly prohibited and are for the use of the school only.

#### **15. CLUB ACTIVITIES AND SPECIFIC FACILITY RULES**

**King's Club facilities are divided into two categories: Primary & Secondary.**

##### **15.1 SWIMMING POOL (Primary Facility)**



- (a) The swimming pool is supervised at all times.
- (b) All members are expected to shower before using the pool.
- (c) Members are not permitted to shave, exfoliate, or use shampoos & conditioners in the poolside showers.
- (d) A minimum of two members must be in the pool at all times. Lone swimming is not permitted.
- (e) Children under the age of 16 must be accompanied by an adult at all times. A maximum of two children per one responsible adult are permitted in the pool. This adult must be a member and a competent swimmer.
- (f) 16 & 17 year olds are permitted to use this pool unsupervised provided they are competent swimmers.
- (g) Children under the age of 3 years old are required to wear swimming nappies.
- (h) No outdoor shoes are allowed on poolside in order to maintain hygiene. Pool over-shoes are available from reception.
- (i) Children's teaching aids such as floats and noodles are permitted. Any items deemed too large may not be permitted at the lifeguard's discretion.
- (j) The management reserves the right to change the timetable of activities as notified by email, newsletters, website or noticeboards.
- (k) Members are expected to follow the Emergency Action Plan and Pool Evacuation Procedure (if necessary) as directed by the club staff.
- (l) No food or drink is permitted in the swimming pool or poolside, with the exception of water in secure containers.

## **15.2 FITNESS SUITE, STRENGTH & CONDITIONING ROOM (Primary Facilities)**

- (a) Children under the age of 16 years old are strictly prohibited from using the fitness suite or conditioning room. Children aged 16 & 17 years old must be accompanied and be under the constant supervision of their parent or guardian who must be part of the family membership.
- (b) Appropriate clean sports clothing and shoes must be worn whilst exercising. Tops to be worn at all times.
- (c) Members are requested to wipe down equipment after use as a courtesy to other users.
- (d) Food and drink, with the exception of bottled water, is not permitted in the Fitness Suite or Strength & Conditioning Room
- (e) If you are unsure of how to use any piece of equipment, please seek advice from the duty manager.
- (f) Please ensure that weights and other equipment are returned to their original places after use
- (g) *Weights / equipment from the strength rooms are NOT to be moved or used in the fitness suite.*
- (h) If members have concerns about their physical condition then they must not undertake strenuous physical activity without first seeking medical advice.
- (i) The use of any of the club equipment is entirely at the member's own risk except to the extent there is any negligence by the club.





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- (j) Members are responsible for any loss, harm or injury that they cause to themselves or another person or to the club, to the extent that it is caused through the member's unsafe or improper use of the equipment.
- (k) The management will endeavour to keep the fitness suite and strength & conditioning room in good working order, but accept no responsibility for any failure or breakdown. In such an event, members will have no right of redress or cause of action against the club.

### **15.3 TENNIS (Secondary Facility)**

The tennis courts are available for members to book all year round in accordance with the club's opening hours. There will be periods of time throughout the year, specifically in the summer months where the courts may be booked out during club times for King's College School fixtures. During these times, the tennis courts will not be available to members.

- (a) The Club has 6 all-weather courts, 4 of which are floodlit.
- (b) Members are permitted to invite guests to play tennis. All guests are required to sign in at reception and pay the appropriate guest fee.
- (c) Members and their guests are required to wear tennis shoes only when on the courts. Trainers or other footwear are not permitted as they may damage the surface.
- (d) Appropriate sportswear is to be worn at all times. Food and drink, with the exception of bottled water, is not permitted on the tennis courts.
- (e) The use of foul anti-social language & behaviour is strictly forbidden. In such incidents Members and their guests will be asked to leave the courts. There will be no refunds for activities and membership may be terminated following an investigation.
- (f) The club shop sells tennis balls and grips. Restringing is available upon request.

### **15.4 SQUASH (Secondary Facility)**

- (a) Squash does not form part of the membership contract, however the courts may be available to our members free of charge to book, subject to availability and school requirements.

### **15.5 CLASSES / STUDIOS (Secondary Facility)**

- (a) Timetabled exercise classes (with the exception of yoga & pilates) are included in the Single Full and Family Full Membership categories. Children over the age of 14 years old are permitted to attend classes at the discretion of the club management and providing one of their parents are attending the same class.
- (b) Bookings can be made over the phone or via the club reception.
- (c) Members can book classes up to 8 days in advance.
- (d) The club will provide suitable instructors to run the group exercise programs.
- (e) The club reserves the right to change instructors at its discretion.



- (f) The club reserves the right to make alterations to the time tables, including cancelling classes and introducing new products.
- (g) Members are requested to arrive 10 minutes before their class and register at the club reception.
- (h) Entrance may be denied for late arrivals if deemed too disruptive and or unsafe for the participant.
- (i) Members should highlight any illness or injury to the instructor that may be affected by the activity in the class.
- (j) Spaces for classes are limited. If a member fails to attend more than two classes in a calendar month they will receive a two month booking ban.
- (k) Members should bring bottled water and an exercise towel with them to each class. Food and drink with the exception of bottled water, is not permitted in the studios.

### 15.6 SWIMMING COURSES

- (a) All course must be booked and paid for in full and in advance of the first session and are non-refundable and non-transferable.
- (b) There are no refunds or credits given to any session (s) missed by the member.
- (c) If a session is cancelled by the club then a credit for that cancelled session will be issued.
- (d) Course information will be displayed on the club website.

### 15.7 SPORTS HALL

- a) The club has two sports halls which can be booked for private hire, for an array of sporting activities and children's parties. Booking fees and private hire contracts apply.
- b) Non marking sports shoes ONLY are permitted in the sports halls.
- c) Food and drink with the exception of the bottled water is not permitted in the sports hall.

### 15. HEALTH COMMITMENT STATEMENT

- a) If you have any concerns about your physical condition, you must seek medical advice prior to undertaking any strenuous physical activities.
- b) Prior to undertaking any physical activities, members should always warm up properly prior to any exercise and take time to cool down appropriately after their activity.
- c) Members are responsible for monitoring your own condition during physical activity. If you suffer any unusual symptoms, you must immediately stop the activity and inform a member of staff at the club.

### 16. MISCELLANEOUS PROVISIONS

- a) **Force Majeure.** The King's Club will not be deemed to be in breach of these Terms by reason of any delay or failure to perform in accordance with these Terms, if such delay or failure is due to any cause beyond



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the King's Club's reasonable control. This includes any requirement by the government to close all or some parts of the club in its response to the COVID-19 pandemic.

b) **Variation.** We reserve the right to vary these Terms and Conditions, to reflect changes in connection with the operation of our Club. Unless changes are due for health and safety reasons or essential to safeguard our interests, those of our members or guests, we will use reasonable efforts to give you 14 days' notice before any change takes effect by displaying an appropriate notice via email and or the Club website.

c) **Third Party Rights.** Unless it expressly states otherwise, the Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms.

d) **Governing law.** The Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

e) **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Terms or its subject matter or formation.

f) **Entire Agreement.** The Terms including any booking forms constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter



## 17. MEMBERSHIP CATEGORIES

### 17.1 SINGLE FULL

Single Full memberships are available to adults only.

#### Single full membership summary.

- *Fitness Suite and Strength & Conditioning Room (Primary facilities)*
- *Indoor 6 lane swimming Pool (Primary facilities)*
- *Complimentary aerobic exercise classes, excluding holistic. (Secondary facilities)*
- *Tennis - no court booking or floodlight fees (Secondary facilities)*
- *Sports hall court bookings – members benefit from a reduced court booking fee (Secondary facilities)*

### 17.2 FAMILY FULL

Family Full comprises of: two adults, unlimited family children (under the age of 18 years old) and one nanny (nannies are on a guardian basis only. All family members must live at the same address.

#### Family full membership summary.

- *Fitness Suite and Strength & Conditioning Room (Primary facilities)*
- *Indoor 6 lane swimming Pool (Primary facilities)*
- *Complimentary aerobic exercise classes, excluding holistic. (Secondary facilities)*
- *Tennis - no court booking or floodlight fees (Secondary facilities)*
- *Sports hall court bookings – members benefit from a reduced court booking fee (Secondary facilities)*

### 17.3 SUMMER STUDENT MEMBERSHIP

This category is available to all adults in full-time education. To qualify for student summer membership the applicant must provide evidence from their university or college that they are in full time education.

#### Summer Student Membership

- *Valid 1<sup>st</sup> June – 30<sup>th</sup> September only*
- *Fitness Suite and Strength & Conditioning Room (Primary facilities)*
- *Indoor 6 lane swimming Pool (Primary facilities)*
- *Complimentary aerobic exercise classes, excluding holistic. (Secondary facilities)*
- *Tennis - no court booking or floodlight fees (Secondary facilities)*
- *Sports hall court bookings – members benefit from a reduced court booking fee (Secondary facilities)*