



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 Club facilities.

DEFINITIONS

Member

The named individual on the application form as the lead member

Linked Member

Anyone who is linked to the membership (family)

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.

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”). As such, members should remember that 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 at 6pm 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 and their guests 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 and guests are strictly prohibited from taking photos or videos when on the premises.

Club Opening Times

FACILITY	TERM TIME:	TERM TIME:	HOLIDAYS	HOLIDAYS
	MONDAY – FRIDAY	SATURDAY / SUNDAY	MONDAY – FRIDAY	SATURDAY / SUNDAY
GYMS	18:00 – 22:00	09:00 – 19:00	14.30 – 22:00	09:00 – 19:00
POOL	18:00 – 21:00	09:00 – 19:00	14.30 – 21:00	09:00 – 19:00
SQUASH	18:00 – 22:00	09:00 – 19:00	14.30 – 22:00	09:00 – 19:00
TENNIS	18:00 – 21:00	09:00 – 19:00	09:00 – 21:00	09:00 – 19:00

- Bank Holidays – The club will be open from 10am – 4pm
- Christmas & New Year – The club is closed each year for two weeks over the festive period

I. MEMBERSHIP

- (a) The club offers a number of membership categories which are illustrated on the website and set out in detail at paragraph 14 of these terms.
- (b) A member may apply to change their membership to another category by giving one month's notice in writing to the club management. The member will have to complete a new application form to change membership category.
- (c) Members are only entitled to use the facilities that are available to them under their particular membership category. If a member wishes to use a facility that is not listed under their membership category, they must pay the relevant guest fee for that section of the club and follow the relevant terms & conditions for that activity.
- (d) 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.
- (e) 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.
- (f) The club may from time to time make changes to the entitlement of existing members or introduce new categories of membership. A minimum of one month's notice will be given.
- (g) All membership categories / fees are non-transferable and non-refundable.
- (h) It is the members' responsibility to inform the club of any changes to their personal details including their address, email, contact number or any changes to their health or existing medical conditions.
- (i) The club reserves the right to amend monthly membership fees and activities fees with no less than two weeks' notice.
- (j) The club reserves the right to amend annual membership fees, with no less than two weeks' notice prior to the end of the contract.
- (k) Linked members, including their dependent children under the age of 18, or any nanny / carer of the dependent children, must reside at the same address as the lead member.
- (l) Dependants of members, on reaching the age of 18 will be invited to upgrade their membership to the relevant category. If they choose not to upgrade their membership, it will cease.
- (m) Past pupils and / or parents of past pupils of King's College School Wimbledon are entitled to a 10% reduction of the annual subscription fee. Joining fees, courses and other club activities are charged at the advertised rate.

2. PAYMENTS

- (a) **12 Month Fixed direct debit contracts**
Members will be required to pay the 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 12 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 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. 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).

4. TERMINATION OF MEMBERSHIP



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4.1 TERMINATION BY THE CLUB

The club has the right to withdraw and or cancel a member's membership immediately for the following reasons: (If a membership is cancelled for any of the reasons listed a – f the club will not issue a refund.)

- (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 use the club.
- (c) A member uses a facility outside of their membership category without paying the guest fee in advance.
- (d) A member continually breaks the terms & conditions of the club.
- (e) Any part of the membership fee remains unpaid 30 days after its due date.
- (f) A member provides materially false or misleading details upon applying for membership.
- (g) The school decides to permanently close the club to members for any reason.

4.2 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 12 month contracted period). The member must contact the club membership administrator who will advise them of the last day of their membership and then the final membership payment will be collected.

- (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 club has taken the final payment from the member, it is the responsibility of the member to cancel their direct debit instructions.

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.

4.3 EARLY TERMINATION BY THE MEMBER

(Direct debit memberships)

This is a fixed 12 month contract. Early termination 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 and family members outside of the London area.
- (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 decides to permanently close the club to members for any reason.

(Annual payment memberships)

The member may terminate their membership with immediate effect for the reasons set out below:

- (a) 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.
- (b) KCS Enterprises decides to permanently close the club to members for any reason.

5. 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.

6. 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.

7. 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.

8. COMPLAINTS

In order to deliver the highest standard of facilities and service we ask our members and their guests to first inform a member of staff of their complaint to see if the matter can be resolved informally. If the member of staff is unable to resolve the matter, this should be reported to the club manager who will investigate the complaint.

9. 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.



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10 MISCELLANEOUS PROVISIONS

- a) Force Majeure. The 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 the club's reasonable control.
- b) Variation. Except as set out in these terms, no variation of the terms, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 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 and jurisdiction. 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. 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.

11 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 the club except for the swimming pool which is a members only facility. Members must ensure that their guest registers at the club reception and pay the appropriate fee for the activity / area of the club they are using. 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) All areas of the club (internal and external) are strictly non-smoking.
- (i) Alcohol is strictly prohibited on the premises.

12 CLUB ACTIVITIES AND SPECIFIC FACILITY RULES

12.1 SWIMMING

- (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) Children under the age of 3 years old are required to wear swimming nappies.

- (g) No outdoor shoes are allowed on poolside in order to maintain hygiene. Pool over-shoes are available from reception.
- (h) 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.
- (i) The management reserves the right to change the timetable of activities as notified by email, newsletters, website or noticeboards.
- (j) Members are expected to follow the Emergency Action Plan and Pool Evacuation Procedure (if necessary) as directed by the club staff.
- (k) No food or drink is permitted in the swimming pool or poolside, with the exception of water in secure containers.
- (l) The last operating hour of the swimming pool each day is for our adult members only. 16 & 17 year olds are permitted to use this pool during this time provided they are competent swimmers.

12.2 GYM

- (a) Children under age of 16 years old are strictly not permitted to use fitness suite & conditioning rooms. 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. Guests under the age of 18 years old are not permitted to use the fitness suite or conditioning rooms.
- (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 gym.
- (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 gym equipment is entirely at the member's own risk except to the extent there is any negligence by the club.
- (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) Guests of members must be accompanied by the introducing members at all times.
- (l) The management will endeavour to keep the gyms 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.

12.3 TENNIS

- (a) The Club has 6 all-weather courts, 4 of which are floodlit.
- (b) Members can book courts via the on-line booking system or via the club reception.
- (c) Members are permitted to invite guests to play tennis. All guests are required to sign in at reception and pay the appropriate guest fee.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) The club shop sells tennis balls and grips. Restringing is available upon request.

12.4 SQUASH

- (a) The Club operates 3 squash courts.
- (b) Members can book courts via the on-line booking system or via the club reception.
- (c) Members are permitted to invite guests to play squash. All guests are required to sign in at reception and pay the appropriate guest fee.
- (d) Members and their guests are required to wear appropriate sportswear at all times and non-marking squash shoes.



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- (e) The club shop offers a selection hire rackets, squash balls and a restringing service.
- (f) Food and drink, with the exception of bottled water, is not permitted in the squash courts.

12.5 CLASSES / STUDIOS

- (a) Timetabled exercise classes (not courses) are included in the Single Full and Family Full Membership categories. All other membership categories must pay the class fee to attend. Children over the age of 14 years old are permitted to attend classes at the discretion of the club management and provided their parent(s) is 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 / Non-members can book up to 5 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.

12.6 COURSES

- (a) The club offers a range of courses, some of which are exclusive to members only and others which are also available to non-members on a pay as you go basis.
- (b) All course must be booked and paid for in full and in advance of the first session and are non-refundable and non-transferable.
- (c) There are no refunds or credits given to any session (s) missed by the member.
- (d) If a session is cancelled by the club then a credit for that cancelled session will be issued.
- (e) A full list of courses will be posted on the club website

12.7 SPORTS HALL

- a) The club has two sports halls which can be booked privately for an array of sporting activities including:
 - Football
 - Basketball
 - Netball
 - Volleyball
 - Badminton
 - Indoor cricket nets
 - Dance classes
 - Indoor tennis
- 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.

d) The sports hall is available to hire for children's parties. The usual arrangement is for a 1.5 hour session in the sports hall followed by 30 minutes in the dining area for refreshments. Members may use their own party organiser or the club can provide a list of party organisers. The club does not endorse or recommend any of the party organisers on the list and bookings are made at the booker's own risk.

13. 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.



14. MEMBERSHIP CATEGORIES

All memberships are subject to a non-refundable joining fee.

a) SINGLE FULL

This is our fully inclusive membership which allows Members to benefit from all of the Club's facilities and with the following benefits:

- Fitness Suite and Strength Rooms.
- In door 6 lane swimming Pool.
- Timetabled exercise classes (free admission subject to availability) excluding holistic courses.
- Squash (no court booking fees).
- Tennis (no court booking or floodlight fees).
- Reduced fee for badminton sessions
- Priority bookings and reduced rates for club courses: Swimming, Tennis, Yoga and Pilates.

b) FAMILY FULL

This is our fully inclusive membership which allows families to take advantage all of the club's facilities.

Family Full comprises of: Two adults, unlimited children and one nanny. Each member must live at the same address as the Lead member. Children have to be under the age of 18 years old.

Family full membership benefits from:

- Fitness Suite and Strength Rooms
- In door 6 lane swimming Pool
- Timetabled exercise classes (free admission subject to availability) excluding holistic courses.
- Squash (no court booking fees)
- Tennis (no court booking or floodlight fees)
- Reduced fee for badminton sessions
- Priority bookings and reduced rates for club courses: Swimming, Tennis, Yoga and Pilates.

c) FAMILY SWIMMING

*This is for families who wish to use the swimming pool **only**. Family swimming membership comprises of two adults and two children. Additional children can be added subject to the relevant fee. Each member must live at the same address as the Lead member. Children have to be under the age of 18 years old. If family swimming members wish to use any other facility within the club, they are required to pay the appropriate "pay as you go" fee.*

Family Swim members benefit from the following:

- Use of the 6 lane 25 metre indoor swimming pool
- Advance priority bookings on junior swim programs
- Discounted swim course bookings

d) SINGLE & FAMILY TENNIS

This is a “tennis only membership”. If tennis members wish to use any other area of the club, they are required to pay the appropriate “pay as you go” fee. Please note that the swimming pool is only available to memberships that include swimming. **Use of the swimming pool is not available on a pay as you go basis.** *Family Tennis comprises of two adults and two children. Each member must live at the same address as the Lead member. Children have to be under the age of 18 years old.*

Benefits include:

- No court booking fees.
- No floodlight fees.
- Entitled to invite guests provided they pay the appropriate guest fee.
- Free entry into club leagues and tournaments.
- Members may book courts up to 8 days in advance / Non-members may book up to 5 days in advance.
- Discounted rates on the junior and adult tennis coaching program.

e) SINGLE SQUASH

This is a “squash only membership”. If squash members wish to use any other area of the club, then they are required to pay the appropriate “pay as you go” fee. Please note that the swimming pool is only available to memberships that include swimming. **Use of the swimming pool is not available on a pay as you go basis.**

Benefits include:

- No court booking fees.
- Entitled to invite guests provided they pay the appropriate guest fee.
- Free entry into club leagues and tournaments.
- Members may book courts up to 8 days in advance / Non-members may book up to 5 days in advance.

f) ADDITIONAL FEES

- Additional children on family swim memberships
- Nanny membership (excluding Family Full Membership)