

1. Introduction

- 1.1 Your agreement is with us, Rugby School Enterprises Limited trading as Rugby School Sports Centre, registered in England & Wales (Company No. 02264068).
- 1.2 These terms and conditions form part of your agreement with us, and replace any previous terms and conditions. Your membership agreement with us is made up of - 1.2.1 your completed and signed membership agreement form;
- 1.2.2 These terms and conditions or, if you join on-line, the membership agreement terms described in section 1.8 below; and
- 1.2.3 The terms of centre use described in sections 1.4 and 1.5 below.
- 1.3 These documents together form a legal, binding agreement between you and us, so please make sure that you read them carefully and understand them. If you have any questions, please ask a member of staff.
- 1.4 Rugby School Sports Centre ("the centre") operates for Rugby School and the local community. Facilities are dual use and Rugby School's requirements do take priority meaning the timetable may change from time to time.
- 1.5 You, and all of your guests, must comply with and agree to the Sports Centre rules and regulations (the sports centre rules).
- 1.6 The sports centre rules are on display and also available on our website www.rugbyschoolsportscentre.com
- 1.7 All our memberships are monthly memberships. In these terms and conditions, monthly means every calendar month. A full calendar month starts on the first day of the calendar month and finishes at the end of the last day of that calendar month. When we refer to month in these terms and conditions, we mean a full calendar month.
- 1.8 For members joining on-line:
- 1.8.1 Your membership agreement terms are accessible through a link sent out in the receipt email that you will receive within 3 business days after joining. If you do not receive the receipt email within the 3 days, please contact us. A 'business day' means Mondays to Fridays excluding Saturdays and Sundays and bank and public holidays in England & Wales.
- 1.8.2 References in these terms and conditions to "membership agreement terms" means the membership agreement terms that are accessible through a link sent out in the receipt email.

2. Starting your agreement

- 2.1 Your agreement commences on the start date set out on your membership agreement form.
- 2.2 When your membership starts, you will need to make the payments set out on the membership agreement. You cannot use the centre until you have signed your membership agreement form, made the payments set out on the form, and set up your direct debit (if you are paying by direct debit).
- 2.3 You may need to pay an activation fee, details of which will be set out on your membership agreement form.
- 2.4 If you join part way through a month or year, we will work out any proportional monthly fees that may apply and set out on your membership agreement form any initial fees (including, but not limited to, any activation fee) that you have to pay and the payment method.

3. Type of membership

- 3.1 We offer various types of membership to persons aged 16 or over.
- 3.2 The facilities available to you, the amount you pay and the times when you can use the centre will depend on the type of membership you have chosen. The membership type you have selected will be shown on your membership agreement form.
- 3.3 We offer the following the types of membership:
- 3.3.1 Full – this entitles you to use all facilities during our opening hours. This membership may be available as individual, linked or corporate.
- 3.3.2 Fitness - this entitles you to use the gym and selected classes during our opening hours. This membership may be available as individual or linked.
- 3.3.3 Racquets - this entitles you to use the racquets during our opening hours. This membership may be available as individual or linked.

- 3.3.4 Pool - this entitles you to use the pool during our opening hours. This membership may be available as individual or linked.
- 3.3.5 Junior 4-13 – this entitles children to join between the ages of 4-13 years old. This entitles children to use racquets, swimming pool with adult supervision and family friendly group exercise classes.
- 3.3.6 Junior 14-15 - this entitles children to join between the ages of 14-15 years old. This entitles children to use racquets, swimming pool, group exercise classes and gym with adult supervision.
- 3.4 Each of the memberships in section 3.3 (except section 3.3.5-3.3.6) will fall into one of the following categories:
 - 3.4.1 An individual membership – the agreement is with you only.
 - 3.4.2 A linked membership – you and one other person join together (you must both be aged 18 or over). This also includes an unlimited number of memberships detailed under section 3.3.5 and 3.3.6. You must use one bank account for payment and live at the same address and such membership is subject to proof of eligibility.
 - 3.4.3 A senior membership – this agreement is with you only and subject to proof of eligibility.
- 3.5 We also offer discounted memberships on our Olympian membership package. The following discounted memberships are available subject to you providing adequate proof of eligibility:
 - 3.5.1 Corporate Discounts - if the business you work for or with has an agreement with us for corporate memberships it is your responsibility to inform us if you work for a business that is eligible for corporate membership or a discount at the centre. We are not responsible and will not refund any subscriptions if you later change to a discounted rate that you were previously eligible for. If at any time you are no longer eligible for a discounted membership, for example because you no longer work for that business, we will upgrade you to a standard monthly membership rate and will give you not less than one calendar month's prior written notice of the change.
 - 3.5.2 Student Discounts - you are eligible for this if you are in full-time education.
- 3.6 Please see section 5 below for the different payment options available to you.
- 3.7 We are not responsible for and will not refund any subscriptions if you later change to a discounted rate that you were previously eligible for.

4. Your membership fees

- 4.1 The cost of your membership will depend on the type of membership and the membership commitment period you have chosen (see section 6 below).
- 4.2 We will set out all amounts that you need to pay for your membership on your membership agreement form.
- 4.3 If you are unsure about the fees and any additional charges that you are paying, please speak to a team member.
- 4.4 During your membership, you must pay your membership fees whether or not you actually make use of the centre or facilities and services unless you have frozen your agreement in line with section 10.
- 4.5 When your membership ends for any reason, and we have taken the final payment from you, you are responsible for cancelling your direct debit. You should not cancel your direct debit before your membership has ended, as if you do so we may be unable to collect any remaining payments you owe. In such event, we will contact you about this.
- 4.6 In respect to section 3.3.6 only, in the event we have been unable to run a swim lesson inclusive of your membership for reasons such as teacher absence, we will credit your direct debit for the next collection with the appropriate fee.

5. Payment options

- 5.1 For each of the payment options set out below, all the monthly fees and any additional charges could change in line with section 11.
- 5.2 As stated above, all our agreements are monthly agreements. The monthly membership fee you pay will depend on the type of membership you choose, the payment option you select and the minimum number of complete months you commit to be a member for.
- 5.3 The types of payment options we offer are as follows:
 - 5.3.1. Standard monthly

- 5.3.1. (a) With this payment option, you commit to being a member and paying the monthly membership fee for at least one full calendar month; and
- 5.3.1 (b) After the full calendar month has elapsed, your membership continues on a monthly basis but you can cancel it in line with section 9.
- 5.3.2. Discounted 12 monthly
- 5.3.2 (a) With this payment option, you commit to being a member and to paying the monthly membership fee, for at least 12 full calendar months and pay the monthly membership fee for that period. In return for this, you get a discounted monthly membership fee for the 12 full calendar months. At the end of the 12 calendar months, your membership will automatically continue on a monthly basis; and
- 5.3.2 (b) Under this payment option, during your 12-month commitment period you will not be able to downgrade to a lower level of membership, and you will not be able to cancel your membership during this period except for the reasons set out in section 11.
- 5.3.3 Discounted annual
- 5.3.3 (a) With this payment option, you commit to being a member for 12 full calendar months and to paying all your membership fees upfront when you join or renew. In return you will receive a discount on your membership fee. We will endeavour to contact you near the end of the 12 calendar month period to let you know that your commitment period is coming to an end; and
- 5.3.3 (b) If you want to commit for a further 12 full calendar months, you must renew your 12-month commitment period on or before the final day of your then current commitment period. If you do not renew or change to one of our other payment options, we will assume that you want to cancel your membership and your membership will end at the end of your then current commitment period; and
- 5.3.3 (c) If you commit for a further 12 full calendar months in exchange for a discount, the membership fee for the next 12 full calendar months may have changed. We will tell you this before you commit again; and
- 5.3.3 (d) Under this payment option, during your 12-month commitment period you will not be able to downgrade to a lower level of membership, and you will not be able to cancel your membership during this period except for the reasons set out in section 11.
- 5.4 If you choose a particular payment option and decide to upgrade your membership, you must pay any extra fees which apply (as set out in your membership agreement).

6. Payment methods

- 6.1 Unless you have chosen our discounted annual payment option, you must pay your monthly membership fee in advance every month by direct debit.
- 6.2 You must sign a direct debit mandate form at or prior to the start of your membership and we will take your payment on or around the first working day of each month.
- 6.3 We may, entirely at our discretion, accept other payment methods to start, restart, transfer or upgrade your membership.
- 6.4 If you have a linked membership, you must pay all monthly membership fees by a single direct debit.
- 6.5 When you or your bank tell us about a change to your bank account details, we may ask you to sign a new direct debit mandate form.

7. Failing to pay

- 7.1 This section is about what will happen if you do not pay your monthly membership fee or any other fees or charges you have agreed to pay because:
 - 7.1.1 The account details you gave us for the direct debit are wrong; or
 - 7.1.2 There is not enough money available in your bank account; or
 - 7.1.3 You have cancelled your direct debit without giving us the correct notice period (see section 9 of these Terms and Conditions)
- 7.2 If the account details you gave us for the direct debit are wrong:
 - 7.2.1 We will ask you to pay by debit card or credit card and to give us your correct bank details. You will also be asked to complete a new direct debit mandate form.
 - 7.2.2 While you owe us payments you will not be allowed to enter or use our centre. Once your payments are up to date you will be allowed to enter and use the centre. You will still have to pay all monthly membership fees for the duration of the commitment period you signed up to.
- 7.3 If there is not enough money available in your account:

- 7.3.1 We will ask you to pay by debit card or credit card. If, after the second month we have contacted you, you still owe us the payment, we will cancel your membership from the end of that month or, if you have a discounted monthly membership, at the end of your commitment period. Where a direct debit payment has failed or been refused, we may attempt to obtain payment through the same direct debit. You are responsible for any charges imposed by your bank in connection with any failed payments or attempts.
- 7.3.2 While you owe us payments you will not be allowed to enter or use our centre. Once your payments are up to date you will be allowed to enter and use our centre. You will still have to pay all monthly membership fees for the duration of the commitment period you signed up to.
- 7.3.3 If you are not in a commitment period with us, we will take the first month you fall into arrears as deemed notice to cancel your membership.
- 7.4 If you have cancelled your direct debit without giving us notice:
 - 7.4.1 We will ask you to pay by debit card or credit card. If you are not within any commitment period you agreed to, we will cancel your membership from the end of the following month and your account will remain in debt until the outstanding payment is made.
 - 7.4.2 While you owe us payments you will not be allowed to enter or use our centre. Once your payments are up to date you will be allowed to enter and use our centre. You will still have to pay all monthly membership fees for the duration of the commitment period you signed up to.
- 7.5 We may appoint a debt collection agency to collect any payments you owe us, and you may have to pay any costs associated with this, including legal and court costs and interest. Or we may choose to take the payments owed from your bank account using the direct debit details you have given us and you hereby authorise us to do so.

8. Freezing your membership

- 8.1 You may temporarily freeze your membership for between 1 complete calendar month and 12 complete calendar months for the following reasons only. We may require you to produce proof which is satisfactory to us of any of these reasons that you are relying on to freeze your membership, in accordance with section 15 of these Terms and Conditions.
 - 8.1.1 Pregnancy
 - 8.1.2 Serious illness
 - 8.1.3 Serious injury
 - 8.1.4 Redundancy
- 8.2 As long as you obtain our prior written agreement, you may extend the period of any membership freeze. Freezing your membership is not the same as cancelling your membership – freezing is a temporary suspension, cancellation is terminating your membership. To cancel your membership you must follow the procedure described in section 9 below.
- 8.3 If you want to freeze your membership, you can request us to do so in writing or by completing a form in our centre. As long as we receive your request on or before the 15th day of the month, we can apply this from the first of the following month.
- 8.4 If we receive your request in accordance with section 8.3 and agree to freeze your membership, we will do so with effect from the first day of the following month. We cannot freeze it from an earlier date and will not refund any monthly fees paid before your membership was frozen.
- 8.5 When you request us to freeze your membership, you will need to tell us when you plan to resume your membership. We will automatically start your membership again, and start taking any direct debits, on the date you tell us you want your membership to resume.
- 8.6 We will not charge you membership fees while your membership is frozen. If you have chosen our discounted monthly or discounted prepaid payment option, we will extend your membership period by the number of full calendar months your membership has been frozen for. If we increase our prices during the period when your membership is frozen, you will have to pay any new prices that apply to your membership type when your membership resumes.
- 8.7 You will not be allowed to use our centre while your membership is frozen. However, if your child has a membership with us and has not frozen their membership (see section 17 below), you will be able to accompany him or her to the centre so that they can use our facilities in supervised sessions.

8.8 If you have linked membership, or pay for a child membership, freezing your membership may result in changes to your payment arrangements, including losing some or all of any discount you receive. We will tell you about any changes when you ask to freeze your membership if this applies.

9. Your right to cancel your membership

9.1 Cancelling your membership during the cooling-off period

- 9.1.1 If you have purchased your membership online or in person at the centre, you have a legal right to change your mind within 14 days of joining and receive a refund. The 14-day cancellation period commences the day of your membership start date which is stated on your agreement. This is called the 'cooling-off period'. If you choose to cancel within the cooling off period, we will give you a full refund as detailed in section 9.1.3 below.
- 9.1.2 If you want to cancel your membership within the cooling-off period, you must send your notice in writing to the sports centre manager or fill in a form at reception.
- 9.1.3 We will refund any monies owed to you less the time you have used your membership via BACS or the same method you made payment to us.

9.2 Cancelling your membership after the cooling-off period

-9.2.1 To cancel your membership after the cooling-off period has expired, you must send your notice in writing to the sports centre manager or fill in a cancellation form at reception. If we receive your notice on the first day of the month, your membership will end on the last day of the same month. If we receive your notice after the first day of the month, your membership will end on the last day of the following month. This means we will take one more direct debit payment before cancelling your membership.

For example, if we receive your notice on 10 April, cancellation will take effect from 31 May. If you are within your commitment period, we will cancel your membership from the 1st day of the month after the commitment period has finished, as long as it is at least one full calendar month in advance. If you are not sure what your commitment period is, please contact a team member.

- 9.2.2 If you cancel your membership in writing (by post or e-mail), when we receive your written notice we will send you an acknowledgement letter or email to confirm the date that your membership will end. If you do not receive this acknowledgement, you must assume that we have not received your cancellation notice and you must contact us and send a further cancellation notice to us. If you cancel using a cancellation form at our centre, we will send you an acknowledgement letter or email.

9.3 After the cooling-off period you may cancel your membership within your membership commitment period for the reasons set out in 9.3.1 to 9.3.8 only. We may require you to produce proof, satisfactory to us and in accordance with section 15 below, if you cancel for any of the following reasons:

- 9.3.1 Pregnancy
- 9.3.2 Serious illness
- 9.3.3 Serious injury
- 9.3.4 If you move house more than ten miles from our centre
- 9.3.5 Redundancy
- 9.3.6 If we permanently close our centre
- 9.3.7 If we close our centre in its entirety for refurbishment for more than one month at any time
- 9.3.8 If we significantly reduce the opening hours or facilities, unless this is temporary and we need to do so for (i) health and safety reasons (ii) for maintenance or (iii) for improvements that will benefit a majority of members – in any such case we will offer other facilities within our centre.

9.4 If you are currently on a discounted monthly membership and are unhappy with any change in the monthly membership fee that applies to you, you must inform us in writing that you are cancelling your membership because of the increased fee. You will still have to pay any increased fee until your commitment period has been fulfilled and your membership ends.

9.5 As well as the above, you may cancel your specific type of membership in the following ways:

- 9.5.1 Standard monthly - if you have chosen, or changed to, our standard monthly payment option, you can cancel your membership by giving us one full calendar months' notice in writing.
- 9.5.2 Discounted monthly - if you have chosen, or changed to, our discounted monthly payment option, you must give us one full calendar month's written notice to cancel your membership at the end of your 12-month membership commitment period. We must receive this notice at any time on or before the first day of the last full calendar month of your commitment period. However, you can cancel your membership straightaway if you pay for the remaining full calendar months of your commitment period.

- 9.5.3 A linked membership - if you have chosen or changed to a linked membership, we will automatically change your membership to an individual standard Olympian membership if the other linked member gives the correct notice to cancel. We will inform you of the new monthly membership fees applicable and when you will start paying them. If you both want to cancel, you should follow the process in sections 9.5.1 to 9.5.3.
- 9.5.4 A corporate membership - if you have a corporate membership and are no longer eligible for it (for example, because the agreement we have with the business you are associated with or employed by ends, or you are no longer associated with or employed by that business), you may change your membership to our individual standard Olympian membership and you will no longer be entitled to receive the discounted corporate fees. We will tell you when your eligibility ends. You may need to keep your membership and payment option for the rest of the membership commitment period you signed up for. Unless our agreement with the business you work for or with says otherwise, the standard cancellation notice and membership commitment periods set out in these terms and conditions apply.

9.6 If you have joined on-line, to cancel your membership you cancel in any of the ways mentioned in this section 9.

10. Our right to cancel or freeze your membership

10.1 We may cancel your membership at any time by giving you one month's notice in writing. In these circumstances, we will refund you the fee that you have paid for that month, and any fees you have paid for future months.

10.2 We may freeze your membership at any time (we will not charge you monthly membership fees while your membership is frozen) or cancel your membership without giving you notice, if:

- 10.2.1 We, in our professional opinion, consider that you are not medically or physically able to use our facilities safely, or;
- 10.2.2 You seriously or repeatedly break the conditions of your membership; or
- 10.2.3 You allow another person to use your membership card to gain access to our centre (unless you have notified us in writing in advance that your membership card has been lost or stolen); or
- 10.2.4 If you and/or any of your guests use offensive, abusive or discriminatory language or use or threaten violent, offensive or intimidating behaviour or conduct at any of our clubs, or if your behaviour or conduct does or, in our reasonable opinion may, put our employees and/or other members and/or guests at risk; or -
- 10.2.5 You and/or any guest(s) do or attempt to provide, offer, engage in, advertise or promote, whether or not for payment or other reward, at our centre, any activities or services which do or may compete in any way with any activities or services provided, offered, engaged in, advertised or promoted by us or our authorised personnel, including but not limited to personal training or other training, coaching or instruction to any individual or group.

10.3 If we cancel your membership under section 10.1 or 10.2 we may not allow you to join or enter our centre in the future.

10.4 If we permanently close, we will, where possible, give you at least one full calendar months' notice in writing. We will send this to the address you have given us. We will also put a notice on our information board. We will end your membership at the end of the months' notice and refund any monthly membership fees you have already paid for the remaining commitment period.

10.5 If we receive official notice (for example, from the executors of your Will or from your bank) that you have died, we will immediately cancel your membership and refund any fees you have paid for the remaining membership commitment period.

10.6 If we temporarily close due to reasons beyond our control as detailed in section 13, we shall write to you at the earliest to inform you.

11. Our right to change your membership, these terms and conditions or the sports centre rules

11.1 We may, at any time, withdraw and/or substitute a type of membership or a payment option for new members or members who want to change, restart or renew their membership or payment option.

11.2 From time to time we may change our monthly membership fees. We will try not to change the fee more frequently than once in a calendar year, and to ensure that any change is reasonable, but we cannot guarantee this. We will tell you about any change that will apply to you, and will give you at least one full calendar months' notice before the change comes into effect. Please see your payment options for details of how fee changes will affect you.

11.3 We may, without notice to you, make reasonable changes to these terms and conditions if the changes are for the benefit of the majority of our members generally.

11.4 When we make changes that may affect you, we will give you notice of the changes we plan to make by displaying the changes at reception for one full calendar month. If you are not happy with the changes, you can cancel as explained in section 9 of these terms and conditions

12. Restarting your membership after cancellation

12.1 Where you have cancelled your membership, you may restart your membership again at any time. To do so, you will need to sign a new membership agreement form and set up a new direct debit with us.

12.2 You will not be able to restart your membership until you have paid all amounts you owe us for your previous membership (if any), and we can refuse to let you restart your membership again until you have done so.

12.3 If your membership was cancelled by us due to reasons in section 10, you will not be able to restart your membership with us.

13. Events beyond our reasonable control

13.1 If we cannot provide all the services and facilities at our centre for 30 consecutive days or more, or services and facilities are significantly reduced for 30 consecutive days or more, for reasons or events beyond our reasonable control, you or we can cancel your agreement immediately by written notice. By law, we do not have to pay you compensation in these circumstances.

13.2 Reasons or events beyond our reasonable control could include, for example, but are not limited to natural disasters, government actions, war, national or regional emergency, acts of terrorism, protests, riot, fire, explosion, flood, an epidemic, a pandemic and strikes or other labour disputes (not relating to our workforce).

14. Transferring your agreement

14.1 We may need to transfer (assign) all or part of your agreement to another company. We can do this as long as your rights under the agreement are not adversely affected or materially reduced.

15. Proof

15.1 We may need you to provide proof, which is satisfactory to us, of:

- 15.1.1 Your eligibility for a specific type of membership, either before your membership starts or at any time during your membership in accordance with our ID policy; or
- 15.1.2 Your entitlement to cancel or freeze your membership; or
- 15.1.3 Any email you sent to confirm cancellation or the date you posted your cancellation notice, or both.

15.2 If you cannot provide satisfactory proof, for example you cannot prove the date of postage of your cancellation notice, we will not be able to cancel your membership and your membership may continue unless and until you do provide us with a proper and effective cancellation notice.

15.3 If you cannot provide satisfactory proof of your eligibility for a particular discounted membership, we will automatically upgrade you to the individual standard Olympian membership and inform you in writing in line with the direct debit guarantee.

15.4 We will require a photograph to be taken as proof of identity and to be held against your membership record to validate entry.

16. Your contact details

16.1 We will send all letters, emails, communications and information to the address and other contact details you have given us on your membership agreement form. You must keep us up to date with any changes to your address or other details by filling in a change of status form at reception.

16.2 If at any point we find that you have provided us with an incorrect name, address or other details which are not your own, we may cancel your membership and prevent you from joining or attending our centre in the future.

17. Children

17.1 You may want to add children to your membership. We refer to this as 'linking' them to your membership.

17.2 Our child membership options are detailed under section 3.3.5 and 3.3.6.

17.3 Children under 12 months old have free access to our centre when accompanied by a member who is aged 18 or over. Additional services such as swimming lessons will require the relevant fees to be paid.

17.4 Children may need to be upgraded to the next age category after their birthday. We will tell you in writing when we plan to upgrade your child to the next age category. In these circumstances, the monthly membership fee may change.

17.5 Children are allowed in the centre during our opening hours. We do have dedicated family friendly times for access to the gym and swimming pool. Please ask a member of the team for more details.

17.6 We may ask for proof of any child or juniors age and can refuse access to our centre without receiving this.

17.8 All children must be accompanied by an adult over the age of 18 years old. The accompanying adult is responsible for them on site at all times and must ensure that they comply at all times with these terms and conditions and with the sports centre rules. Any failure to do so may result in the withdrawal of access rights for you and/or any of your guests and, for any serious breaches or transgressions, in cancellation of your membership.

17.9 Children are able to use us on a pay as you go option without a membership. Please ask a team member for further details.

17.10 The safety of children and young person's using our centre is paramount and our safeguarding policy can be found here: www.rugbyschool.co.uk/about/school-policies

18. Guests

18.1 If you are aged 18 or over, you can invite guests to the centre. Each guest will have to pay a fee to be entitled to enter the centre and to use the facilities, unless they possess a complimentary guest pass. You can get details of these fees at reception. Your guests must sign in at reception and fill in a medical questionnaire when using the gym at the start of each visit. Your guests may not be able to use the facilities without written confirmation from their doctor if any concerns about health, fitness or exercise are identified or arise from the questionnaire.

18.2 You must ensure that your guests comply at all times with these terms and conditions (where these apply) and with the sports centre rules. Any failure to do so may result in the withdrawal of access rights for you and/or any of your guests and, for any serious breaches or transgressions, in cancellation of your membership.

18.3 We can refuse admission of any guest into our centre, and we may require a guest to produce a form of identification, which is acceptable to us before they can use our facilities. We are at liberty to refuse entry at our discretion and without giving any reasons.

18.4 Your guest does not need to be with you to visit the centre as long as they have a current and valid guest pass.

18.5 We may restrict:

- 18.5.1 your maximum number of guests at any one visit to 2; and
- 18.5.2 any guest to a maximum of 8 visits per year; and
- 18.5.3 the use of individual guest passes more than 3 times in one month.

19. Membership cards

19.1 We will give you, and anyone linked to your membership, a membership card (for example a linked or child member).

19.2 You must bring your membership card with you each time you visit. If you forget your membership card, we may ask to see a second form of identification which is acceptable to us before we allow you to enter. We may delay your access to the centre to give us enough time to record your visit.

19.3 If you have lost your membership card, you will need to obtain a replacement membership card. There may be a charge for the replacement card.

20. Mobile phones/photography policy

20.1 No cameras, mobile phones, tablets or other electronic or photographic devices are permitted or to be used poolside or in changing rooms at any time.

20.2 No photography is permitted at any time except with the prior approval in writing of the sports centre manager. This in accordance to Rugby Schools' image policy.

21. Parking policy

21.1 All vehicles must be parked in marked parking spaces at the sports centre or any other parking spaces on site. No liability for the loss or damage to any vehicle or its contents is accepted.

21.2 Membership does not permit or grant access to any other building, facilities or areas of the School campus. Members found outside of the permitted areas may have their membership cancelled under section 10.1 to 10.2.

21.3 A limited number of disabled parking spaces are available. These will be allocated on a first come basis. Parking on hashed areas, blocking fire exits or alongside the Sports Hall is not permitted at any time.

22. Queries

22.1 If you have any queries about these terms and conditions, payments or specific details concerning our centre, please speak to a team member.

23. Liability

23.1 When we carry out any health assessments and exercise questionnaires we may identify possible problems with you taking part in exercise and recommend that you seek and obtain medical advice. We are not responsible if you ignore our recommendations and continue to exercise at any of our centre.

23.2 We cannot guarantee that all our facilities are available at all times due to maintenance issues and facility or equipment breakdowns or malfunctions. By law, we do not have to pay you compensation for any service, facility or equipment not being available (including, by way of example only and without limitation, for reasons of health and safety, or if the unavailability is for the benefit of our members generally) unless this was due to or caused by our negligence.

23.3 By law, we do not have to pay you compensation for loss or damage you may suffer unless such loss or damage is caused by our negligence or failure to comply with applicable law.

23.4 We will not pay you compensation if we have failed to carry out our duties due to:

- 23.4.1 Your own fault;
- 23.4.2 The fault of someone else who is outside of our control or who is not connected with providing our services under these terms and conditions; or
- 23.4.3 Events outside of our control or which we could not have known about prior to their occurrence even if we had taken all reasonable care.

23.5 We can make changes to the type of facilities we provide, and we will give you notice (where possible we will provide reasonable advance notice) of any such changes. We will not be liable for any loss or damage caused by these changes unless the loss or damage is caused by our negligence.

23.6 You must make sure that you can do the exercise provided by any exercise programme you follow or any class you go to.

23.7 You should consult your doctor before you start any exercise, exercise programme or class you attend and/or if you are not sure whether it is suitable and/or if you have a pre-existing illness or medical condition.

23.8 We cannot accept liability for theft or for loss or damage to you or your guest's property in the centre or the car park unless that theft or loss or damage was caused by our negligence. It is your responsibility to ensure that your valuables are kept secure and that you use the lockers provided. Wherever possible, you should avoid bringing in valuables or large amounts of cash into the centre.

23.9 Subject only to section 23.10, in no event shall our total liability to you for any one event or series of related events exceed the sum of 150% of the total amount paid by you for your membership and/or the services giving rise to the liability in the 12 months preceding the first incident out of which the liability arose.

- 23.10 Nothing in these terms and conditions excludes or limits our liability for:
- 23.10.1 Death or personal injury caused by our negligence or that of our staff; or
 - 23.10.2 Fraud or fraudulent misrepresentation; or
 - 23.10.3 Any other liability which we cannot by law exclude or limit.

24. Data protection

- 24.1 Your membership with us is governed by the laws of England and Wales.
- 24.2 We will only process personal information you give us in accordance with the applicable data protection laws and the Rugby School Sports Centre Privacy Policy. You can see our full privacy policy on our website at www.rugbyschoolsportscentre.com/privacy-policy. This includes information on how we protect your information, who we are allowed to give it to and how to exercise any of your rights in relation to it.
- 24.3 We will keep any health information you give us confidential and secure and only pass it to, or receive it from, those involved with your programme. By joining one of our membership options, you are giving us permission to share relevant health information that relates to your health goals between members of our staff.
- 24.4 It is important that we hold the most up-to-date contact details for you. You are responsible for keeping all your personal contact details and choices for how you want to receive marketing materials up to date.

25. Choice of law

- 25.1 Your membership with us is governed by the laws of England and Wales. You agree that all disputes relating to your membership and or our agreement with you which we are unable to resolve between us will be subject to the non-exclusive jurisdiction of the English and Welsh courts.

These terms & conditions were last updated in March 2024.