

# Dolphin Square Fitness Club Membership Terms & Conditions

These terms and conditions (Terms), together with the Club Rules and other documents listed in paragraph 1 below, constitute a membership contract between 'you', the member named below, and 'us', DOLPHIN SQUARE FITNESS CLUB and operated on behalf of Dolphin Square by 3d Leisure. If you have any questions about these Terms, or any of the other documents forming part of the Contract, please ask us prior to signing these Terms. All terms of the contract between you and us are set out in these Terms and the documents listed in paragraph 1 below and therefore form the only terms of the contract between us. We reserve the right to change our terms and conditions from time to time giving you 30 days notice in advance.

## 1. SCOPE OF THIS MEMBERSHIP CONTRACT BETWEEN YOU AND US

In addition to these Terms, you will have completed and/or considered:

- An online Membership Application Form.
- Membership Contract.
- A Direct Debit mandate.
- Dolphin Square Fitness Club Rules.
- Personal Health Statement

Each of the above documents form part of the Membership Contract between you and us (The Contract).

If you do not have any of these documents, please ask us to provide you with them. It is important that you have read and understood all of the terms and conditions of The Contract, before signing these Terms.

## 2. YOUR TYPE OF MEMBERSHIP

Dolphin Square Fitness Club offers different types of memberships, which vary in commitment length, price, and use of different club offerings. Please refer to your Membership Contract for the specific terms and any benefits of your particular membership. All members will pay a subscription beginning when the member is accepted for membership. Subscriptions shall be payable by each member irrespective of the actual usage of the Club or change in personal circumstances and shall be payable annually in advance unless the member takes the monthly payment option in which case it will be debited from the members bank account monthly by direct debit or card payment. The fact that we allow you to pay your membership fee by monthly installments does not entitle you to terminate this agreement outside the terms and conditions of this membership agreement. The fee is set out overleaf and is not refundable during the 12 month period.

### 2.1 Monthly (Pay-As-You-Go) Memberships

Monthly memberships are effective from the first day of each calendar month. In the event that membership is required to start mid-month, the initial commitment period will include the remaining days of the current period in addition to the first full month's fee, together with the joining fee. The subsequent monthly payments will be collected on the 1<sup>st</sup> of each month.

### 2.2 12 Month Contract Membership

12 Month Contract Membership memberships are effective from the first day of a calendar month. In the event that membership is required to start mid-month, the initial payment will include the remaining days of the current period in addition to the first full month's fee plus the joining fee. The subsequent monthly payments will be collected on the 1<sup>st</sup> of each month.

### 2.3 Annual membership

You also have the option to pay for your membership in advance for the year which enables you to receive a discount for paying upfront. Annual memberships are effective from the start date of your initial commencement period when payment is made.

In the case of memberships paid either annually in advance or monthly by direct debit, Members shall be entitled to renew their membership on the expiry of the initial membership period with the same payment options as in the initial membership period. Note that continuance of monthly payments to the Club at the end of the initial membership period shall be deemed to constitute renewal of the Member's membership for a further membership period at the prevailing rate in accordance with the Terms and Conditions set out in this contract.

## 3. WHEN WILL YOUR MEMBERSHIP START?

Your membership will start on the membership start date set out on your Membership Contract, provided that:

- You have signed your Membership Contract and confirm your acceptance of these Terms;
- We have received payment of your joining fee and the first month's membership fees (as set out in your Membership Application form);
- You have completed a Direct Debit form to our satisfaction.

## 4. HOW LONG WILL YOUR MEMBERSHIP LAST?

### 4.1 Minimum membership commitment period

As a member, you will be committed to the length of your membership indicated in your contract, which is your initial commitment period. After your initial commitment period, your membership will automatically continue unless terminated in accordance with paragraph 7 below. This will apply unless you freeze your membership in accordance with paragraph 4.2 below. An initial commitment period means:

An initial commitment period is defined as the period beginning on the start date until the engagement end date, as indicated in your contract. For all membership commitments, please refer to paragraph 7 for cancellation and paragraph 5 for payment commitment.

### 4.2 Can you suspend or freeze your membership?

If you wish to suspend or freeze your membership, you must notify us prior to the 15<sup>th</sup> day of the month, prior to the month that you would like to begin your membership freeze. You must email us at [fitness@dolphinsquare.co.uk](mailto:fitness@dolphinsquare.co.uk) for the membership freeze to apply. Partial-month membership freezes are not permitted. You may freeze your membership for a maximum of 1 full calendar month.

As an example, if you wish to freeze your membership for the month of July, notice would have need to have been acknowledged by us prior to 15<sup>th</sup> June. Consequently, if notice of freeze was received on 18<sup>th</sup> June, a freeze of your membership would be in place from 1<sup>st</sup> August. You will not be able to use your membership during any freeze period. The period of time that your membership is frozen does not form part of your initial commitment period, and the freeze fee will be additional to the monthly membership dues.

### 4.3 What happens if you change your mind?

You may notify us via email at [fitness@dolphinsquare.co.uk](mailto:fitness@dolphinsquare.co.uk), that you wish to cancel your membership within 14 days of signing these Terms. We will refund you any additional fees paid when joining, other than that calendar month membership fees. Please refer to paragraph 7 for cancellation within 14 days. Please allow up to 30 days for any payments to be refunded.

## 5. MEMBERSHIP FEES AND DUES

### 5.1 Membership and joining fees

The membership and joining fees stated in your Membership Contract are payable by you when you sign these Terms. The membership and joining fee will be non-refundable, except in certain circumstances set out in these Terms. If you or we terminate your membership and you subsequently wish to rejoin, a new membership and joining fee, applicable at that time will be payable by you.

These options include redundancy, relocation further than a 5-mile radius from the club, and a 50% buy-out payment option for the remaining monthly dues of your initial term. This is at the discretion of the management. The requirements are:

1. 50% payment of the remaining term must be paid; or
2. Proof of tenancy agreement must be provided within 7 days of the cancellation request;
3. Proof of redundancy must be provided within 7 days of the cancellation request;

4. If the entire club is closed for 30 consecutive days or more. Should this be due to governmental guidance, 1 full calendar months' notice will need to be given in writing in line with paragraph 7.2.

### 5.2 Membership fees

As a member of DOLPHIN SQUARE FITNESS CLUB, you are personally responsible for payment to us of the membership fees set in your Membership Contract as they fall due for your initial commitment period and monthly thereafter except:

- In certain circumstances set out in these Terms (such as if we seriously breach this Contract in a way that entitles you to terminate your membership as set out in paragraph 7.1), in which case you may not be required to pay all of the balance of the membership fees for such initial commitment period.

If you join part-way through a month, your membership fees for that month will be calculated on a proportional basis according to the number of days remaining in that month and added on to the first full calendar month. Membership fees vary depending on your category of membership. Memberships paid in full are non-refundable and non-transferable.

You may only pay your membership fees either:

- Monthly in advance by direct debit; or
- In advance for the whole of your initial commitment period by debit/credit card or electronic payment

If the direct debit instruction set out in Member Contract is cancelled by you or the person paying it and your membership fees become overdue, we will refuse you entry into the club until a direct debit to pay your membership fees is reinstated and any overdue sums are paid in full, which will include the additional fees set out in your Membership Contract. Where you have paid in advance for your membership, you are required to complete a direct debit instruction which will become active when your advanced payment no longer covers your monthly membership. Your payments will continue by direct debit, unless terminated in accordance with paragraph 7 below.

### 5.3 Changes to Membership Fees

Your membership fees will change subject to changes to the rate of Value Added Tax. We may vary your membership fees at our sole discretion from time to time. We will give at least 30 days prior notice of any proposed membership fee change and the date from which the change becomes effective by writing to you at the contact email address we have on our records.

If you do not wish to accept an increase in your membership fees, you may terminate your membership as set out in paragraph 7 below. If you do terminate the membership for this reason, you must continue to pay your membership fees until the end of such notice period (at the rate current immediately prior to any proposed increase). If you do not terminate your membership, you will be required to pay any revised membership fees from the date from which the change becomes effective and your direct debit payment instruction will be amended accordingly.

If your membership is terminated for any reason by you or us and you subsequently re-join the club, you will be charged the membership and joining fees applicable at the current rate, at the time you re-join. From time to time, we may need to adjust the availability of certain facilities on a temporary basis including for the purposes of cleaning, refurbishments, repairs, upgrades, maintenance, and special functions.

### 5.4 Late Charges

If your membership fee payment falls into arrears in excess of 30 days, we reserve the right to levy an administration fee of £50 for each occasion this happens and to suspend membership until the arrears, (including any additional charges, which are set out in your Membership Contract) have been cleared. In the event that we are required to take legal action to recover the sums due to the end of your Contract, you agree that all legal costs will be paid by you in addition to principal sum outstanding. We reserve the right to charge interest at the statutory rate, on all or part of the overdue monies from the 30th day after the date payment was due.

### 5.5 Other membership fees and charges

You may be required to pay various other non-refundable fees and charges for additional services and facilities, such as freeze fees, classes, guest fees, racket fees and replacement membership card fees; this list is not exhaustive. All the fees are set out in the Membership Contract.

## 6. CAN YOU CHANGE YOUR MEMBERSHIP TO ANOTHER CATEGORY?

Yes. However, you can only change the category of your membership if the new value of the remaining contract is equal or greater than your current contract liability, to take advantage of additional benefits available in another membership category. You may not shorten the minimum commitment term.

Changes in membership categories are subject to a new commitment term effective from the date your change is effective. While membership add-ons or upgrades can take effect immediately, any membership downgrade can only take effect on the 1st day of the month therefore, your request must be received prior to the end of the current month to take effect the next calendar month. No refund is available for an annual membership if you wish to change to a lower-rate category membership.

If you are a monthly instalment member, your direct debit rate will be amended accordingly.

If you are on annual membership and you wish to upgrade your membership to a higher category, you will be asked to pay the balance on your account.

## 7. HOW CAN YOUR MEMBERSHIP BE TERMINATED?

Provided you have completed your initial commitment period, you may give us 30 days' notice to terminate your membership without cause by giving us notice of cancellation by emailing us at [fitness@dolphinsquare.co.uk](mailto:fitness@dolphinsquare.co.uk), which constitutes a valid notice of termination. Monthly membership lasts for one rolling month unless we are in a serious breach, entitling you to terminate your membership sooner, as set out below in paragraph 7.1. Notice of termination without cause must be received by the 15th day of the preceding month to be effective. A member requires confirmation in writing of cancellation from the Club Manager and he/she should contact the Club Manager if this is not received within 7 days of the member giving notice to cancel. The member should provide details of the address for delivery of this written notice if this address is different from that held by the Club Manager.

If your notice of termination is not received by the 15th of the month, then your membership will automatically renew for a further one month. Any freeze period cannot be used as a cancellation notice month. Any notice of cancellation after your initial sign up must be received within 14 days of signing your membership contract.

You may terminate your membership early by giving us notice of termination if:

**7.1** We significantly reduce the opening hours or range of facilities of the club on a permanent basis; or

**7.2** We make a change to these Terms, the Membership Contract, and or the Club Rules as set out in paragraph 9 that, in our reasonable opinion, materially changes the benefits of your membership, provided that you give notice of termination within 30 days of such a change coming into force. We shall use our reasonable endeavours to give you at least 30 days' notice of any such change either in writing to the email address we have on our records for you or by prominently displaying it in the club. As a monthly member, you will not otherwise be entitled to terminate your membership before the end of your current one-month commitment period; or

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**7.3** Provided you have completed a minimum 50% or more of the total number of months of your initial commitment period, we will offer a break-out option provided you have met the relevant requirements. This is at the discretion of the management.

## **7.4 Termination by us**

We may terminate your membership by emailing you at the contact address or email we have on our records in the following circumstances:

- If you commit a serious breach of the Club Rules and the breach, if capable of remedy, is not remedied within 7 days of us giving you a notice stating that your membership shall be terminated and setting out the grounds why; or
- You repeatedly breach these Terms and/or the Club Rules despite us giving you notice of such a breach, irrespective of whether the breaches are rectified;
- If any part of your membership fee remains unpaid for 30 days after falling due; or
- If you provide us with details which you know to be false when applying for membership and, at our sole discretion, these false details may have affected our reasonable decision to grant your membership; or
- If we terminate for any of the reasons above, we reserve the right to retain a portion of the money which you have paid us under these Terms, and we reserve the right to recover any other reasonable expenses we incur as a result of your breach. We also reserve the right to receive the full amount of membership fees for the remainder of the then-current commitment period.

## **8. WHAT ARE THE CLUB RULES AND HOW DO THEY AFFECT ME?**

By applying to be a member of the club, you agree to comply with the Club Rules, which are binding rules which apply to all members and your guests and visitors.

The Club Rules govern the basis upon which you may attend and use the club. Up-to-date Club Rules are on display in the club, and by signing the Membership Contract, you are confirming your agreement to said rules.

For safety reasons, bags are not permitted onto the gym floor and appropriate attire must be worn when exercising i.e. suitable comfortable exercise clothing and appropriate footwear. Clothing such as jeans, boots, flip-flops/sandals, slip on shoes or work wear are not permitted. Football tops may also not be deemed appropriate in the gym. Any member not wearing suitable attire may be asked to leave the gym.

## **9. WE MAY VARY THESE TERMS OR THE CLUB RULES FROM TIME TO TIME**

We reserve the right to make reasonable amendments to these Terms, the Membership Contract, and/or the Club Rules at any time for security, legal, regulatory, or operational reasons. We shall use reasonable endeavours to provide at least 30 days' notice of any changes by displaying the amended Terms or Club Rules in the club. Should any amendment to these Terms or Club Rules materially change the benefits and costs of membership, you have the right to terminate your membership under paragraph 7.2.

## **10. HOW YOU SHOULD CONTACT US**

Should you meet the criteria for cancelling, upgrading, downgrading or freezing your membership, then you must email us at [fitness@dolphinsquare.co.uk](mailto:fitness@dolphinsquare.co.uk). Please confirm with us that we have received all correspondence, as only received notices are binding.

## **11. LIMITATION OF LIABILITY**

**11.1** Neither us, our employees, agents or sub-contractors will be liable to you for any loss, damage or theft of any property (including valuables) brought onto any of our premises (also including damage to vehicles or their contents); or any death, personal injury or illness occurring on any of our premises (including that caused by use of facilities and/or equipment, unless that loss or damage caused by our employees, agents, subcontractors is foreseeable or is as a result of our negligent act or omission).

**11.2** You are responsible for ensuring that you correctly operate or use any facilities and/or equipment (including adjusting levels or settings) which we provide. If you are in any doubt about how to correctly operate any equipment, you must consult one of our Fitness Club staff before use. Please refrain from using equipment until you have received an induction or instruction from the Fitness Club staff before use.

**11.3** Some areas of our clubs are unsupervised, and we do not accept responsibility for any harm or injury to you while using them, unless caused directly by our employees, agents, subcontractors or our negligent act or omission.

**11.4** Personal Trainers and certain coaches operate in our clubs on a self-employed basis. Any service they may provide to you constitutes a contract between the Personal Trainer or coach and you, rather than us. We accept no responsibility for breach of contract or negligence caused by a Personal Trainer or coach.

## **12. DATA PROTECTION AND PRIVACY**

We, at Dolphin Square ("we", "us", "our") collect, process, use and store information about individuals ("personal data") including: visitors to our premises at Dolphin Square, London SW1V 3LX ("Premises") including our Spa and Fitness Club (collectively our "Products and Services"), visitors to our website: [www.dolphinsquare.co.uk](http://www.dolphinsquare.co.uk) "Website"), tenants, members, customers, partners, suppliers and contractors, and job applicants (collectively "you", "your").

We are aware of our responsibilities to handle your personal data with care, keep it secure and comply with applicable privacy and data protection laws. The purpose of the privacy policy ("Policy") is to provide a clear explanation of when, why and how we collect, process, use and store personal data as controller. You can access the Privacy Policy on our website: [www.dolphinsquare.co.uk/privacypolicy](http://www.dolphinsquare.co.uk/privacypolicy).

## **13. HOW YOUR DATA IS COLLECTED AND HOW WE USE YOUR DATA**

In order to access or use certain portions, or enjoy the full functionality, of our Website, or otherwise in conducting business with us or seeking to conduct business with us, you may be prompted to provide certain personal data to us in the following ways: by filling in forms (for example, 'Book a Viewing') on our Website; logging into the "Resident" Login; by corresponding with us by phone, e-mail or otherwise using our contact details (for example, to book a tour of our Spa and Fitness Club); registering to receive marketing from us; completing a membership application for the Spa or Fitness Club; completing a tenancy application.

The personal data you will be asked to provide may include some of the types of personal data within the Privacy Policy under the sections "Interested Parties Data", "Applicant", "Tenant and Member Data" or "Job Applicant Data", including: name, address, telephone number, and email address. This personal data is required to enter a contract with you (in anticipation of an agreement to provide services) or to perform a contract with you (such as to provide services at your request), and failure to provide any information may result in our inability to perform such contract.

## **14. YOUR PERSONAL DATA**

We take steps to limit direct marketing to a reasonable and proportionate level and to send you communications which we believe may be of interest or relevance to you, based on the information we have about you. You may change your marketing preferences at any time by contacting us.

Our processing of your personal data for marketing purposes is based on our legitimate interests, or it may be based on your consent (such as where required by law).

In particular, you can always opt-out of email marketing communications by clicking the "unsubscribe" link at the bottom of marketing emails, or by contacting the contact details provided in our Privacy Policy under the section labelled: "HOW YOU SHOULD CONTACT US".

When you choose to unsubscribe, your data is automatically moved to a suppression list to prevent your email address being accidentally added to our database again. If you wish your data to be fully deleted from our systems, we will do so at your request but, if your email address is at any point added back into our database, by you or on your behalf, there will be no automated process in place to prevent marketing being emailed to you again.

Please note that where we have another lawful basis for processing, we will continue to process personal data for other purposes – for example, we may process information based on contract necessity. You may also receive indirect marketing from us by way of general marketing communications (e.g. post or non-targeted adverts in the media etc).

## **15. DISCLAIMERS**

Members must be aged at least 16 years old.

Should you default on payments due to us, we may notify such default to credit reference agency or other third parties, in order to obtain full payment from you. Do not sign the Membership Contract unless you have read these Terms and the other documents listed in paragraph 1 listed above. If there is anything you need help understanding, please ask us for further explanation before you sign the Membership Contract.

## **16. OTHER IMPORTANT TERMS**

**16.1** We are not responsible for things outside of our control. If our performance of our obligations under the Contract is affected by an event outside of our control, we will not be liable to you for this.

**16.2** Nobody else has any rights under this Contract. This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

**16.3** If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs of this Contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**16.4** Even if we delay in enforcing this Contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under the Contract, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you later. For example, if you miss a payment and we do not chase you, but we continue to honour your membership, we can still require you to make the payment later.

## **17. GOVERNING LAW**

This Contract and any dispute (including non-contractual disputes or claims) arising out of or in connection with or its subject matter or formation shall be governed by and construed in accordance with English law. The courts of England and Wales shall have exclusive jurisdiction to settle any disputes or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract its subject matter or formation.

## **18. MEMBER HEALTH DECLARATION**

You warrant, declare and acknowledge that: -

**18.1** The information given by you in entering this agreement is correct and will be relied upon by us.

**18.2** When signing up for membership you agree and sign up to the Personal Health Statement and you agree to the terms this sets out..

**18.3** Our staff, agents and subcontractors are not medically trained, and should you have any concerns with your health and fitness you should seek independent medical advice before engaging in any physical activity on our premises.

**18.4** To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, wellbeing, or physical condition. Further, that you will advise us immediately should your health or vulnerability to injury change.

You are primarily responsible for your health and wellbeing, but we are concerned that you enjoy our facilities safely. To that end, we consider that we should expect the following of each other: -

**18.5** Whilst we respect your decision over your training regime, we reserve the right to ask you not to exercise beyond what we reasonably believe to be your personal ability.

**18.6** We shall endeavour to maintain a safe environment for you to enjoy your exercise.

**18.7** We shall endeavour to ensure that our fitness trainers and staff are qualified to fitness industry standards.

**18.8** We shall at all times keep confidential any information that you give us regarding your health.