



## Watford Grammar School for Boys

# WATFORD BOYS FITNESS TERMS & CONDITIONS OF MEMBERSHIP

### DEFINITIONS:

- “Application” means the application form applying to become a Member of Watford Boys Fitness.
1. “Club Rules” means the rules and regulations relating to the management of Watford Boys Fitness and the conduct of Members in force from time to time including, without limitation: the Fitness Rules and the Code of Conduct.
  2. The “School” means Watford Grammar School for Boys, Rickmansworth Road, Watford, Herts WD18 7JF.
  3. “Member” means any person who agrees to be bound by the Terms by signing and returning the Application and such Application being accepted by Watford Boys Fitness.
  4. “Terms” means the Terms & Conditions of membership of Watford Boys Fitness set out in this document (as amended from time-to-time in writing) together with any special and/or additional conditions agreed in writing by Watford Boys Fitness.

### APPLICATIONS & ACCEPTANCE:

5. No contract for membership shall arise until Watford Boys Fitness accepts an Application and the administrative process has been completed upon which such applicant is subject to the Terms. By signing the Application form, Members are deemed to have read, understood and agreed to be bound by the Terms and Club Rules (a copy of which shall be provided to the Member on joining and shall be on display in Watford Boys Fitness).
6. Watford Boys Fitness reserves the right to add to, vary, delete or otherwise amend the Terms and Club Rules from time to time without any liability on the part of Watford Boys Fitness and without any prior notification. Watford Boys Fitness shall advise Members of any such amendments by posting the notice of amendment on Watford Boys Fitness notice board.
7. Nothing in these Terms shall affect the statutory rights of any consumer.

### PAYMENT TERMS:

8. On joining, the Annual Fee is payable by a Member in advance by monthly standing order or in one annual payment in advance. Members should notify the School in advance of cancelling their Watford Boys Fitness membership.
9. Any payments made by a Member are non-refundable. This includes standing order payments not cancelled when a student leaves the school.
10. If a Member who has paid the Annual Fee in one instalment cancels his/her membership, he/she may reclaim the unused part of the year’s fee. Once a claim has been received by Watford Boys Fitness, repayments will be made from the next full membership month (calculated from the membership start date) and to the end of the membership period. All claims must be submitted in writing to the School, marked for the attention of the Finance Department

### FACILITIES & HOURS OF OPENING:

11. Watford Boys Fitness’s normal hours of operation are obtainable from the School upon request and will be published termly on the School website. Watford Boys Fitness reserves the right to close Watford Boys Fitness or any facilities therein and reduce or lengthen the hours of opening, at its absolute discretion, for any reason whatsoever (including, without limitation, on public holidays or for maintenance) without any prior notice to Members being given. Watford Boys Fitness shall endeavour to give reasonable notice of any closure, lengthening or shortening of such hours or when any facilities may not be available.
12. Watford Boys Fitness shall use reasonable endeavours to ensure that there is minimal disruption due to any changes it may make.
13. Please note that the School has priority in using the facilities at Watford Boys Fitness and accordingly, Watford Boys Fitness reserves the right to implement immediate changes in the timetable to accommodate the requirements of the School.

#### **MEMBERSHIP CARDS:**

14. Watford Boys Fitness reserves the right to refuse admission to any Member without providing any reason.
15. Membership Cards remain the property of Watford Boys Fitness and Watford Boys Fitness reserves the right to retain any card if there has been a default in payment.
16. The membership card must:
  - (a) only be used by the Member to whom it is issued (and any abuse will lead to forfeiture); and
  - (b) be carried whilst using the facilities.
17. Any member who loses his/her card can apply for a replacement for which a charge will be made.

#### **SECURITY & SAFETY:**

18. Members are asked to wear the appropriate form of dress and footwear appropriate to the chosen activity at all times.
19. Use of Watford Boys Fitness is available only to those Members who have received inductions. Children under 17 are not permitted in or to use Watford Boys Fitness.
20. A Member shall not bring any glassware whether bottle, jar or drinking glass to Watford Boys Fitness, sports hall, dance studio, showers or changing areas.
21. Watford Boys Fitness does not accept responsibility for any items left on the premises.
22. All vehicles parked on School grounds must be parked appropriately and with due regard to the health and safety of other users. No liability for the loss or damage to any vehicle or its contents is accepted and shall be parked at the Member's own risk.
23. Alcohol and non-prescription drugs may not be brought into Watford Boys Fitness and are not permitted in the School or on the School site.
24. Smoking is not permitted in Watford Boys Fitness or within the School environs.
25. Watford Boys Fitness reserves the right to expel and suspend from Watford Boys Fitness any Member or Guest whose conduct is, in its sole opinion, injurious to the character of Watford Boys Fitness or detrimental to the interests of other Members or users. Any user expelled shall forfeit all privileges to Watford Boys Fitness and all rights against Watford Boys Fitness and shall not be entitled to any repayment of his/her standing order or annual payment, for the period which he/she is expelled. A suspended Member will be informed of action to be taken against him/her within 7 working days of their suspension.
26. Members are respectfully reminded that Watford Boys Fitness is a dual-use facility, being part of and in the grounds of the School.
27. For Health & Safety reasons, Watford Boys Fitness will be checked regularly by site staff. It is recommended that you do not use Watford Boys Fitness unaccompanied. **However, if a member chooses to do so, it is at his/her own risk.**

#### **LIMITATION OF LIABILITY:**

28. The School shall use its reasonable endeavours to ensure that all facilities and equipment are available for use during the published operating hours but reserves the right to make alterations to the facilities provided without any notice and at its absolute discretion. Subject to clause 37 the School shall have no liability and cannot be held responsible for any service or equipment that is not available at any time.
29. Save in the case of death or personal injury caused by Watford Boys Fitness's negligence, Watford Boys Fitness shall not be held responsible to any Member for any indirect consequential or special loss, damage, costs or expenses to any private property or any other claims for compensation.
30. It is the Member's responsibility to ensure that he/she is capable of undergoing the normal routine of exercises undertaken or provided by the programmes/classes. Some exercises, programmes, classes or equipment may not be suitable for some Members and each Member must consult their doctor before beginning any exercise or class or using any equipment. The Member is deemed to have done this and accepted the risk of injury when performing exercises, taking classes or using the equipment.
31. The School reserve the right to decline access to facilities on grounds of suspected poor health or excessive use of the facilities that may in the opinion of Watford Boys Fitness be detrimental to the health of a Member and will invoke suspension pending appropriate written confirmation from a GP stating otherwise.
32. Members shall be responsible for all costs, expenses or liabilities that Watford Boys Fitness may suffer arising out of their inappropriate use of equipment or facilities, reckless or inappropriate behaviour that incurs damage, all breakages, or any act or omission which may result in the closure (in whole or in part) of Watford Boys Fitness or any facilities therein.
33. The Member shall indemnify and keep indemnified Watford Boys Fitness against, any expenses, liability or loss, claim or proceedings in respect of any damage caused to any property, real or personal, insofar as such damage arises out of, or by reason of the negligent use of the facility or Watford Boys Fitness or any default of the Member or by any person for whom the Member is responsible.

**FORCE MAJEURE:**

34. Watford Boys Fitness shall not be liable to any Member if it is prevented from carrying out its obligations under the Terms by reason of force majeure, including, without limitation, exceptional weather conditions, flood, fire, war, industrial action, disruption to mechanical or electrical supplies or other unforeseen events and consequences that are unpreventable and unavoidable. Watford Boys Fitness shall notify Members as soon as possible, explaining the reason for its inability to perform or need to delay the performance of all or part of its obligations.
35. If Watford Boys Fitness is unable to perform its obligations for a continuous period of one month, a Member shall be entitled to terminate the membership and to claim a refund which will be calculated from the next full month to the end of the membership period.

**CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999:**

36. The parties hereby exclude the application of the Contracts (Rights of Third Parties) Act 1999 to each and every contract made under these Terms.

**NOTICE:**

37. Any notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to the other party. Notices to Watford Boys Fitness shall be sent to the School and notices to Members shall be sent to the address specified in their Application.
38. Notices shall be sent by email or posted on the website.
39. Members shall give written notice to Watford Boys Fitness of any change of address. Failing such notice, all communications shall be presumed to have been received within 48 hours of mailing to the last address notified to Watford Boys Fitness.

**ASSIGNMENT OF RIGHTS:**

40. Membership is not transferable.

**WAIVER:**

41. Watford Boys Fitness's delay or failure to insist on strict performance of any provision of these Terms shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Member in performance or compliance with any of these Terms.

**ENFORCEABILITY:**

42. If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

**DISPUTES:**

43. Members wishing to raise a formal issue with Watford Boys Fitness should make such representations in writing to the Headmaster or the Chair of Governors of the School who will endeavour to respond to such Member within 21 working days from receiving the complaint.
44. Watford Boys Fitness's interpretation of the Terms and Club Rules shall be binding.

**JURISDICTION:**

45. The contract shall be construed in accordance with and governed by the laws of England and Wales and the Member agrees to submit to the exclusive jurisdiction of the English Courts.