

## Membership Terms & Conditions

These terms, together with the club rules and other documents listed in paragraph 1 below, constitute a membership contract between you (the member(s) named below and 'us', Dolphin Square Limited via DSQ GYM. If you have any questions about these terms or any of the other documents forming part of the contract, please ask us. Otherwise please sign the application where marked and it is our intention (and we will assume that it is your intention) that 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.

Important notes:

- If you have an annual agreement your 12 month membership contract is a contract with a 12 month initial commitment period (as explained in further detail in paragraph 4.1 below) after your 12 month initial commitment period your membership will automatically continue unless terminated pursuant to paragraph 8 below.
- If you have a 6 month agreement your membership contract is a contract with a 6 month initial commitment period (as explained in further detail in paragraph 4.1 below) after your 6 month initial commitment period your membership will automatically continue unless terminated pursuant to paragraph 8 below.
- If you have a monthly agreement your monthly membership contract is a rolling monthly agreement. There is a minimum commitment of 1 month (as explained in further detail in paragraph 4.1 below) after your 1 month initial commitment period your membership will automatically continue unless terminated pursuant to paragraph 8 below.

## 1.0 Scope of this Contract between you and us

1.1 Head members

In addition to these terms, you should have been supplied with:

- A Membership Application Form
  - The club rules
  - Pre-Activity Questionnaire (PARQ)
  - A Direct Debit mandate, unless payment has been made in advance each of the above documents forms 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.

## 1.2 Corporate Members

If you are a corporate member, in addition to the above documents you will have to produce a proof of your corporate identification to us. Also, additional or different terms ('Corporate Terms') might apply to you because of the corporate membership agreement between us and the party (the 'Corporate') which is allowing you to benefit from corporate membership. In particular the termination provision or 'freeze' provision of these terms may be different for corporate members. The corporate terms form part of the contract between us. If there are any differences between these terms and the corporate terms, the corporate terms will take precedence over these terms. It is the responsibility of the corporate which is allowing you to benefit from corporate membership to make you aware of any corporate terms. If you are a corporate member and you have not been given any corporate terms please let us know at the time of joining.

## 2.0 Your type of membership

According to the different type of membership, your membership will entitle you to use the whole range of facilities or part of these, and benefits available from time to time at DSQ GYM.

Please find specifications below:

- Full annual, 6 month or monthly membership: you may be entitled to use the whole range of facilities.
  - 'Off peak' entitles you to use our facilities during the published off peak hours. We reserve the right to change these hours from time to time.
  - Certain membership types will have restricted facilities and restricted times, please ask for the details of your particular membership.
- 3.0 When will your membership start?**  
Your membership will start on the membership start date set out on your Membership Application Form (Membership Start Date) provided that:
- You have signed your Membership Application Form to confirm your acceptance of these terms; and
  - You have completed a pre-activity questionnaire to our satisfaction; and
  - You have received payment of your membership fee and the first month's membership dues (as set out in your Membership Application Form).
  - You have completed a Direct Debit form to our satisfaction.

## 4.0 How long will your membership last?

### 4.1 Minimum membership commitment period

This section only applies to members with a 12 month, 6 month and monthly initial term. On all membership commitments please refer to 8.0 for cancellation and 5.0 for payment commitment.

As a 12 month member you will be committed to a 12 month initial commitment period. After your 12 month initial commitment period your membership will automatically continue unless terminated in accordance with paragraph 8 below. This will also apply on 6 month contracts and monthly contracts, unless you freeze your membership, 12, 6 or monthly initial commitment period means:

- If you opt for a 12, 6 or monthly membership and the membership starts between the 1<sup>st</sup> and the 20<sup>th</sup> of the current calendar month you will be charged the pro-rata amount plus any applicable fees and your first direct debit will start on the first day of the next full calendar month. For 12 month contracts another further 11 full payments must be paid as part of a 12 month initial term. For 6 month contracts another 5 further full payments must be paid as part of a 6 month initial term. For monthly contracts another 1 further full payments must be paid as part of a 1 month initial term
- If you opt for a 12, 6 or monthly membership and the membership starts between the 21<sup>st</sup> and the end of the current calendar month you will be charged the pro-rata amount and the next full calendar month membership fees plus any applicable fees and your first direct debit will start on the first day of the following calendar month. For 12 month contracts a further 10 full payments must be paid as part of a 12 month initial term. For 6 month contracts another 4 further full payments must be paid as part of a 6 month initial term.

## 4.2 Can you suspend or freeze your membership?

If you wish to suspend or freeze your membership you may notify us with your request by completing a form via our website at <https://gm.dolphin-square.co.uk>. You will also have to pay the freeze fee set out in the club price list current at the time you freeze your membership. Your membership can be frozen for one or more calendar months (but cannot be frozen for part of any month). You may freeze your membership for a minimum of 1 up to a maximum of 2 months. You can notify us at any time that you would like to freeze your membership but we need a certain amount minimum notice. We must receive your notice by the 1<sup>st</sup> day of a month if you want to freeze your membership of the next following calendar month. Any notice received on or after the 2<sup>nd</sup> day of a calendar month will mean that the earliest that the freeze will be effective is from the end of the last day of the following calendar month. You will not be able to use your membership during any freeze period. Freezing your membership does not form part of your initial commitment period. Paid in full memberships can be frozen but does not form part of your commitment period and the freeze fee will be additional to the annual payment.

## 4.3 What happens if you change your mind?

You may notify us in writing that you wish to cancel your membership within 7 days starting on the day that you signed these terms. We will refund you any additional fees paid when joining other than that calendar month membership fees. Please refer to paragraph 8 for cancellation within 7 days. Please allow up to 28 days for any payments to be refunded.

## 5.0 Membership fees and dues

### 5.1 Membership and start up fees

The membership and start up fees stated in your Membership Application Form is payable by you when you sign these terms. The membership and start up fee will be non-refundable, except in certain circumstances set out in these terms. If your membership is terminated by you or us and you subsequently wish to rejoin, a new membership and start up fee applicable at that time will be payable by you.

### 5.2 Membership dues

As a member of DSQ GYM you are personally responsible for payment to us of the membership dues set in your Membership Application Form as they fall due for your 12, 6 or monthly 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 8.2) or
- If you are a certain type of fully paid corporate member. These will be set out in the particular corporate terms in place at the time of joining.

As a 12, 6 or monthly member, your membership dues are due on the whole of your 12, 6 or monthly initial commitment period except in the 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 8.2), in which case you may not be required to pay all of the balance of the membership dues for such 12, 6 or monthly initial commitment period. If you join in the course of a month your membership dues for that month will be calculated on a proportional basis according to the number of days remaining in that month membership dues vary depending on your category of membership. Memberships paid in full are non-refundable but transferable under discretion of management.

You may only pay your membership dues either:

- Monthly in advance by direct debit.
- In advance for the whole of your initial commitment period by cash/credit or debit card. If the direct debit on the monthly application form which pays your membership dues is cancelled by you or the person paying it and your membership becomes overdue, we will refuse you entry into the club until a direct debit to pay your membership dues is reinstated and any overdue sums are paid in full. Where you have paid in advance for your membership you are required to complete a direct debit which will become active when your advanced payment no longer covers your monthly membership and your payments will continue by direct debit unless terminated in accordance with paragraph 8 below.

### 5.3 Dues Changes

Your membership dues will change subject to changes in Value Added Tax. We may change your membership dues from time to time. We will give at least 30 days' prior notice of any proposed membership dues change and the date from which the change becomes effective by writing to you at the contact address we have on our records. If you have a child membership please note that on or after the child turns 16 years of age their rate will be increased to a full adult membership applicable at the time. If you do not wish to accept an increase in your membership dues you may terminate your membership as set out in paragraph 8.0 below. If you do terminate the membership for this reason you must continue to pay your membership dues 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 dues from the date from which the change becomes effective and your direct debit payment 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 start up 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. If any of the facilities is not available for more than 30 consecutive days, you can ask us in writing for a credit against your membership dues proportional to the period of unavailability if you pay monthly, or an extension to your 12, 6 or 1 month initial commitment period proportional to the period of unavailability if you pay annually.

### 5.4 Late Charges

If your membership falls into arrears we reserve the right to levy an administration of £25 for each event (Subject to a maximum of 2 charges per year), to suspend membership until the arrears (including charges) have been cleared and to take legal action to recover the sums due to the end of your contract, all legal costs will be paid by you. We reserve the right to charge interest at the statutory rate of interest, on all or part of the overdue monies from the 15<sup>th</sup> 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, guest fees, racquet fees and replacement membership card fees, this list is not exhaustive. All the fees are set out in the relevant price list current available on request at reception.

### 6.0 Can you transfer your membership to another person?

You can transfer your membership to another person. Please note that this will be subject to the current start up fees in place at the time. Please check the current person to person transfer criteria in place at the time. Please ask to speak to the club administrator or club manager. We reserve the right to refuse a membership transfer should it not meet all our criteria.

### 7.0 Can you change your membership to another category?

Yes, you can change the category of your membership; this is subject to a new 12 or 6 month commitment term effective from the date your change is effective from. For example: if you are on a 12 month peak you may change to a new 12 month off peak but not a monthly rolling membership. No refund is available for annual membership if you wish to change to a lower rate category membership: You can not change a 12 month membership to a monthly rolling membership. Upgrades can be made with immediate effect but for downgrades we require notice by the 1<sup>st</sup> of the month in order for changes to be effective from the next following calendar month, any notice received on or after the 2<sup>nd</sup> day of a calendar month will mean that the earliest that the downgrade will be effective is from the end of the last day of the following calendar month.

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

7.2 If you are on an annual membership and you wish to upgrade your membership to a higher category you will be asked to pay the balance by cash, credit or debit card at the time of the request.

7.3 If you are a flexible monthly member your direct debit will be amended. In each case provided you complete a change of status form to be completed at reception.

### 8.0 How can your membership be terminated?

8.1 Provided you have completed your initial commitment period you may give us notice to terminate your membership without cause by giving us notice of cancellation via the website at <https://gm.dolphin-square.co.uk>, which constitutes a valid notice of termination. Monthly membership lasts for one rolling month unless we are in serious breach entitling you to terminate your membership sooner as set out below in paragraph 8.2. Notice of termination without cause must be received by our club no later than the 1<sup>st</sup> day of your next full calendar month. If your notice of termination is not received by the 1<sup>st</sup> of the month then your membership will automatically renew for a further one month. Any freeze period cannot be used as cancellation notice. Cancellation within 7 days must be received within 7 days of signing your membership application.

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

- We significantly reduce the opening hours or range of facilities of the club on a permanent basis or
  - We close the whole of the club for a period of 30 consecutive days or
  - C) We make change(s) to these terms and/or the club rules as set out in paragraph 11 that materially reduces the benefits of your membership provided that you give us 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 address we have on our records for you or by prominently displaying it in the club. As a flexible monthly member you will not otherwise be entitled to terminate your membership before the end of your current one month commitment period.

D) Provided you have completed a minimum of 6 months of your membership if on a 12 month agreement or 3 months of your membership if on an 6 month agreement we will offer a break out option provided you have met all the requirements. These options include redundancy, relocation further than a 5 mile radius from the club and a 50% buy out payment option of the remainder of your initial term. The requirements are;

- Proof of redundancy must be provided within 7 days of the cancellation request.
- Proof of tenancy agreement must be provided within 7 days of the cancellation request.
- 50% payment of the remaining term must be paid.

### 8.3 Termination by us

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

- If you commit a serious or repeated breach of the club rules and the breach if capable of remedy is not remedied within 7 days of us giving you notice stating that your membership shall be terminated and setting out the grounds why; or
  - If any part of your membership dues 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 these false details may have affected our reasonable decision to grant your membership.
- D) 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 dues for the remainder of the then current monthly commitment period.

### 9.0 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, 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 additional copies are available on request.

### 10.0 We may amend these terms or the club rules from time to time

We reserve the right to make reasonable amendments to these terms or the club rules at any time for security, legal, regulatory or operational reasons at least 30 days notice of any changes will be given by displaying the amended terms or club rules in the club should any amendment to these terms or club rules materially reduce the benefits of membership you have the right to terminate your membership under paragraph 8.2

### 11.0 How you should contact us

Should you meet the criteria for cancelling, upgrading or downgrading or freezing memberships then you may complete a cancellation pro freeze request via the members area section of our website at <https://gm.dolphin-square.co.uk>. Please ensure that you check with us that we have received all correspondence as we can only be bound by notices which we actually receive. If you would like to write to us for any other reason the address is DSQ GYM, Dolphin Square, Chichester Street, London SW1V 3LX.

### 12.0 Limitation of liability

- Neither us, our employees, agents or sub-contractors will be liable to you for any loss, damage or theft of any property 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 caused by our employees, agents, subcontractors or our negligent act or omission.
- 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 representatives before use.
- 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 by our employees, agents, subcontractors or our negligent act or omission.
- Personal Trainers and certain coaches operate in our clubs on a self-employed basis. Any service they 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.
- UVA sun beds are available within our club and should be treated with the same caution as sunlight. A suntan should be built gradually, particularly with fair sensitive skin. Never repeat UVA suntan treatments of any signs of redness remain from previous sunbathing. It is recommended a minimum of 24 hours lapses between each session. Goggles must be worn at all times during use. We do not accept any responsibility for any harm or injury to you while using UVA sun beds unless caused by our employees, agents, subcontractors or our negligent act or omission.
- For guidance on health and safety please refer to our Health Commitment Statement displayed at our reception area and can also be found on our website at <https://gm.dolphin-square.co.uk>

### 13.0 Your personal data

We reserve the right to retain copies of all documentation submitted by you as a part of your membership application for a reasonable period of time, even if we refuse your application for membership. This includes information as to your physical wellbeing as indicated on a pre-activity questionnaire which you are required to complete as part of your membership. Please note that any information held by us about your physical health will be treated in the strictest confidence and not divulged to third parties, however your contact details may occasionally be used by Dolphin Square for marketing purposes. We agree to hold such data in accordance with applicable data rules and regulations.

### 14.0 Disclaimers

Should you default on payments due to us we may notify such default to credit reference agency or other third party in order to obtain payment from you. Do not sign the application unless you have read these terms and the other documents listed in paragraph 1 listed above. If there is anything you do not understand please ask us for a further explanation before you sign the application. Members must be aged 18 years plus or 16 years plus with signed parental consent. You will be subject to all rights and obligations according to the type of membership for which your application has been accepted. Such parent or guardian will be responsible for your obligations under the contract and must sign to indicate acceptance of these terms and the club rules on your behalf and to accept responsibility for your performance, acts or omissions if you should fail to comply with the terms of the contract in particular the parent of guardian will be responsible for paying all outstanding payments under your membership.

### 15.0 Governing Law

This contract shall be governed by and construed in accordance with English law. The courts of England and Wales shall have exclusive jurisdiction to hear any disputes arising out of or in connection with this contract.

I have read and agree to the above terms and conditions

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

