



# **MEMBERSHIP TERMS & CONDITIONS**

**KINGS PREMIER HEALTH CLUB**

## INTRODUCTION

To help you get the best out of Kings Premier Health Club and to understand our responsibilities to you and your responsibilities to us, please read these Terms and Conditions. Please remember that if you sign up to any of our facilities or services, additional terms and conditions may apply. The language we use should make these Terms and Conditions and Rules and Regulations as clear as possible. If you have any questions, please send your query to [info@kings.gg](mailto:info@kings.gg) and a member of our team will be happy to help you.

To help make these Terms and Conditions easy to read, we have split them into two parts.

### **Part A – Terms and Conditions of Membership**

All members must keep to the same Terms and Conditions, including adult and dependant members whose memberships are linked to other members and dependant members whose application form has been signed on their behalf by an adult.

### **Part B – Rules and Regulations for using Facilities**

These Terms and Conditions apply to all our members and their guests. They are necessary to make sure we can offer an enjoyable and safe environment for you, your guests and our other members to share during every visit to our Club.

### **Part C – Package Add-On Terms and Conditions**

These Terms and Conditions apply to members who wish to subscribe to a membership package add-on.

### **Part D – Personal Training by Direct Debit Terms & Conditions**

These Terms and Conditions apply to members who wish to subscribe to a Personal Training by Direct Debit subscription.

### **Part E – Personal Training by Packs Terms & Conditions**

These Terms and Conditions apply to members who wish to subscribe to a Personal Training by Pack subscription.

### **Part F – Kings Boditrax (KBT) Terms & Conditions**

These Terms and Conditions apply to members and guests who wish to subscribe to use the KBT (Kings Boditrax) machine.

### **Part G – Myzone Terms & Conditions**

These Terms and Conditions apply to members and guests who wish to make use of a Myzone product at the Club.

These Terms and Conditions replace any and all previous versions, apply at all times and take priority over any verbal representations made.

## **PART A – TERMS AND CONDITIONS OF MEMBERSHIP**

### **Definitions that apply to Part A**

**You** – The lead member

**Linked member** – Anyone who is linked to your membership

**Dependant** – A child under the age of 16

**Your entire membership** – Your membership and the membership of your linked or dependant members

**We and us** – Kings Life Limited

**The Club** – Kings Premier Health Club

### **1. Responsibilities of Lead Members and Linked Members**

- a) Every person who signs the Membership Application and / or subscribes online will be jointly and individually responsible under this Agreement.
- b) This means that:
  - i) If one of those people tells us to do anything in relation to the membership (including ending it) we will take that as authority from all of them;
  - ii) Each of those people will be responsible for paying all the appropriate membership fees for themselves, for any other people who have signed the form and / or subscribed online and for all linked members (whether adults or dependants); and
  - iii) Each of those people will be responsible for paying any extra charges and fees which they, any other people who have signed the form, a linked member or a guest has to pay for using facilities and services not covered by the membership category.
- c) The responsibility for the fees and charges of any linked member continues until:
  - i) The linked member's link with the lead member changes in any of the ways set out in Part A clause 8 'Changing your membership'; or
- d) The linked member ends their membership by following the procedure in Part A Clause 14 'Ending your membership'.
- e) These rules also apply to anyone who makes an application online.
- f) All of these terms and conditions of membership apply to you and all linked members unless we tell you otherwise.
- g) You and all linked members must keep to the rules and regulations for using facilities set out in Part B.

### **2. Notice**

- a) We calculate your membership in whole calendar months. This means that the following applies:
  - i) Anywhere in these terms and conditions where we ask you to give notice of three calendar months' or more, if you give notice during a month, we will treat it as if we received it on the first day of the following month and the notice period will run from that day. For example, if you need to give us three months' notice to end your membership and we receive your notice on 23 May, your notice will start from 1 June, it will run out on 30 September, your membership will end on 30 September and you will pay three more direct debits (on 1 June, 1 July and 1 August) after giving notice.
  - ii) If you want to give notice, it must be in writing (addressed to the Membership Department at the Club).
  - iii) We will accept notice by email ([info@kings.gg](mailto:info@kings.gg)). Your cancellation notification is not accepted until we confirm receipt and respond in writing or by email to confirm your cancellation notice period. If you need to give us evidence of certain things, you can provide them as attachments to an email.
  - iv) Your notice is not effective until we have received it and written to you to confirm acceptance of it. We strongly advise that when you give notice you get proof that we have received it. For example:

- v) If you send us notice by post, send it by recorded delivery (we will have to sign the delivery notice when we receive it);
  - vi) If you hand your notice in at the Club, ask for a receipt; or
  - vii) If you send us your notice by email, ask for a delivery receipt.
- b) We will confirm we have received your notice within 10 days of receiving it. If you do not receive this confirmation within 10 days, you must immediately let the Club know so we can check whether we have received it.
  - c) From time to time we will need to contact you about your membership, so it is important you let us know if your address, contact phone number and email address changes.
  - d) If we need to give notice to you:
    - i) It will be effective if we send it to the address or email address we have in the records we hold about you; and
    - ii) If we give notice during a month, we reserve the right for that notice to become effective immediately or from the first day of the following month, or any subsequent month that the Club decides upon thereafter.

### 3. Membership Categories

- a) You are entitled to use the facilities available under your category of membership. The Club will give you information about the range of facilities available to you and when you can use them. Each category of membership may have certain restrictions which only apply to that category of membership. We will tell you about these restrictions when you join or when you change your category of membership, whichever applies. You can also get details from our website.
- b) Not all membership categories may be available at the Club at all times. We may choose to stop providing certain categories. If this is the case and you are a new member or an existing member, you will not be able to take advantage of these categories unless they become available again.
- c) So that dependants can enter the Club (whether or not they use the facilities), you need to link them to your adult membership. We may also need a letter of permission, or signature, from the person who has parental responsibility for your dependant's before they can use the Club's facilities. The dependant's membership fees will be based on their age and, if relevant, will increase from the month following each birthday without notice. When a dependant turns 16, they will become an independent adult member and will need to sign a new agreement in their own right. If you continue to pay the young person's membership, you should also sign the young person's membership agreement. We have the right to limit the number of dependants linked to an adult's membership.
- d) To allow your nanny or au pair (hereinafter referred to as 'nanny') to enter the Club to supervise your dependant, you will need to link the nanny to your membership and pay the appropriate membership fee. You can only do this if you have a dependant under 14 linked to your membership. You cannot link the dependant's parent or grandparent as a nanny. Your nanny will be able to use the facilities when they are not with your dependant.
- e) If you have dependant or a nanny linked to your membership, they have the same access rights as you do. For example, if you have off-peak membership, your dependant or nanny can use the Club at off-peak times only.
- f) If you have a disability which means you need someone to help you use the facilities at the Club, you can sign your assistant in as a guest. You will not have to pay a fee. However, the assistant can only use the facilities to help you.

## **4. MEMBERSHIPS TYPES AND LENGTH OF MEMBERSHIP**

### **4.1 Annual and Monthly Memberships**

- a) Your membership will begin on the day that we confirm acceptance of your application in writing or by email.
- b) Your membership must run for the initial period, which is at least 12 full calendar months from acceptance of your application and will then continue indefinitely.
- c) The 'initial period' is the full 12-calendar month period from the 1st of the month after the date you made your membership application, together with the part of a month as mentioned in Part 5 clause d 'Starting your membership'. This applies even if you cancel your direct debit before then.
- d) You may terminate your membership and the commitment to pay monthly subscriptions at any time after the expiry of the initial period by giving not less than 3 full months' notice in writing.
- e) Your annual membership must be up front, in full and in advance and is for 12 full consecutive months from the commencement date of your membership at which time it will expire. You will be contacted prior to your expiry date and be offered to renew your annual membership on the terms and conditions available at that time. Annual members are not required to give 3 months' notice to terminate their membership.
- f) Breaks within the initial period for monthly and annual memberships will not be accepted.
- g) All monthly and annual memberships are non-transferable / non-refundable.

### **4.2 Short Term Memberships**

- a) Short Term Memberships must be paid up front and in full in advance prior to you utilising the Club's facilities. Breaks within the membership period are not accepted.
- b) Members wishing to continue a Short Term Membership must reapply in full as when originally applying for membership at the Club.

## **5. Starting your Membership**

- a) You must undergo a Club Induction prior to using the Club's premises and facilities. We offer a variety of Club Inductions and full details will be provided to you upon acceptance of your application. Details can also be found on our website [www.kings.gg/membership-support](http://www.kings.gg/membership-support).
- b) You may need to pay a Joining Fee when you join. You can get details of these charges from the Club's reception and our website [www.kings.gg/membership](http://www.kings.gg/membership) and these will be provided when your membership application is processed and confirmed to you in writing, which may be by e-mail.
- c) If you ask us to reduce your membership fee because you meet a special condition, for example because you work for a particular employer, you will need to prove that you meet the condition before we will reduce your fee and, from time to time, we may ask you for up-to-date proof that you still qualify for the reduced fee.
- d) You will need to pay an amount to cover your membership fee from the day that you join until the 1st of the following month. If you join after the 20th of the month, you will need to pay for the rest of the current month, plus the whole of the next month, unless otherwise confirmed in your membership acceptance letter.
- e) When you and anyone linked to your membership join, you will each need to have your photograph taken. This is to allow us to check your identity when you enter the Club.
- f) Photographs may be required to be retaken periodically.
- g) You must complete a PAR-Q Form (available at reception), or have completed the PAR-Q form when joining online.

## 6. Membership fees

- a) Membership fees details are available at the Club's reception or on the Club's notice board and website.
- b) Annual membership fees are due every year and covers the year to come.
- c) You must pay for your annual membership by making one payment each year.
- d) Monthly membership fees are due on the 1st of each month and cover that month. You must pay for your membership by making monthly payments by a UK registered direct debit, unless we agree otherwise.
- e) Where you pay by direct debit we will ask your bank for your monthly payment around the first working day of each month.
- f) Should a payment for an annual membership be made late then the membership will be backdated to the date in which it was originally scheduled to commence.
- g) Failure to pay for an annual membership after its expiry date may result in admission to the Club being denied until full payment has been received.
- h) Dates for which an annual membership cover will be confirmed by the Club upon accepting and processing your membership application or re-application.
- i) For standard monthly membership your membership subscriptions are due on 1st of each month and cover that month. You must pay for your membership by making monthly payments by direct debit, unless agreed otherwise.
- j) Rules and terms of all new applications must continue to be followed thereafter.
- k) The freezing of memberships is only permitted by written application to the Club's membership department in the case of legitimate medical circumstances, which are supported in writing by a relevant medical professional, and received by the Club at least 14 working days prior to the next membership payment being due. A fee of £10 per month (subject to change from time to time) is chargeable for a minimum period of 1 month and a maximum period of 6 months within any 12 month period. At the end of the freeze period the member must then decide to either continue paying their membership at their published rate, or cancel their membership following the standard Club cancellation policy.
- l) Students must provide valid proof of student status. Periodic checks will be undertaken.
- m) Should any part of the membership subscription remain unpaid 30 days after it falls due, irrespective of usage, the member may become liable to pay the remaining contract value in full.
- n) Day Rates are limited to the day of purchase and cannot be carried forward to the following day.

## 7. Membership Cards

- a) Membership cards will be issued to all adult members and must be presented upon arrival at the Club. Any card knowingly being used by a person other than the authorized member may result in cancellation of the authorized user's membership without refund of the fees already paid.
- b) Replacement of a lost card may be charged.
- c) All lost cards must be reported to reception immediately.
- d) Membership cards remain the property of the Club and must be returned to the Club upon termination of membership.
- e) As soon as possible after you make your membership application, we will give you a membership card that you must use each time you enter the Club. We may refuse to allow you to enter the Club if you do not have your membership card.
- f) Membership cards are not given to members under the age of 16.
- g) Youth members (aged 14-15) may gain access without adult supervision but must request admission from reception on each and every occasion they wish to use the facilities. They will not be given a membership card.

- h) Vulnerable members and minors may only gain access with adult supervision and on each occasion the primary member attending must request admission for their vulnerable member(s) or minor(s) at reception.
- i) Your membership is personal to you and you cannot transfer it to another person. You must not lend your membership card to another person. To protect all of our members, we may ask to see another form of identification (besides your membership card) before we allow you into the Club.
- j) If another person knowingly uses your membership card, we have the right to cancel your membership without a refund of the fees already paid and end your membership.

## **8. Changing your Membership Categories and Dependant Members**

- a) We realise that your needs can change over time, so you can apply to change your membership category by contacting the Club. You can only change your membership category after the end of your initial period (clause 4.1 b). By changing your membership a new membership agreement will commence which may mean an additional period of 12 months will apply.
- b) You may need to provide proof that you qualify for the new membership category you are applying for.
- c) When you change categories, your membership fees will change to the current fees advertised for that category for new members at the Club. You may have to pay any difference in the joining fee and membership fees between your new category and your old category.

## **9. Other Charges**

- a) There may be extra charges for other facilities and services. We will display the current charges on the noticeboard in the Club or you can get a list of the current charges from the Club reception.
- b) For the purposes of working out the charges, we treat bank holidays as peak time. If you have an off-peak membership, you will be able to use the Club during off-peak times only (details of times available on [www.kings.gg/membership](http://www.kings.gg/membership)).
- c) Charges may vary from time to time. For details of all current charges and fees, please contact the membership team on [info@kings.gg](mailto:info@kings.gg).
- d) If you or a linked member uses these extra facilities and services or has to pay a guest fee but does not pay for them at the time, we will take the charges by Direct Debit (or request alternative payment methods if this is not available).

## **10. Guests – with the exception of guests to Pelicans @ Kings**

- a) Members are responsible for ensuring their guests are aware of and adhere to all these membership terms and conditions and notices displayed at the Club. The members' right of admission may be suspended or cancelled if their guest's behavior is unreasonable, or if the guest fails to adhere to these membership terms and conditions or notices.
- b) Members must accompany their guests at all times. Guests will not be admitted until the member is present.
- c) Guests must pay the appropriate fee to use the facilities at the Club. You can get details of the guest fees by asking reception at the Club.
- d) Guests must complete a Guest Agreement Form upon entry.
- e) Guests will only be allowed to use the Club facilities once they have satisfactorily completed the required documentation and have undertaken a Club Induction.
- f) Members are responsible for ensuring that their guests complete the required documentation and are aware to adhere to these membership terms and conditions and any notices displayed at the Club.
- g) The Club reserves the right to restrict the availability of any of the Club's facilities to guests at any given time and without notice.

- h) The Club reserves the right, at any time, to refuse application for admission, to cancel or suspend the rights of admission of any guest where there are reasonable grounds for doing so.
- i) Guests or non-members are only admitted to use the Club's facilities once per calendar month irrespective of if they are trying to attend with a different member from the previous time.
- j) The Club reserves the right at any time to refuse admission for a guest where there are reasonable grounds for doing so.

**11. Rules Pertaining to Youth Members**

- a) Youth Members are defined as teenagers aged 14 and 15 who are a dependant of a full adult member.
- b) Youth Members must undergo a Club Induction as with all other adult members (see 'Starting Your Membership' section for details).
- c) Youth Members are allowed unsupervised access to some of the facilities at the Club. However, they will not be permitted access to the Cardio and Strength Zones after 5pm Monday to Friday.
- d) Youth Members are not allowed in the Sauna and Steam Room areas and must adhere to adult only swim times within the pool area.

**12. Rules Pertaining to Vulnerable Members and Adults**

- a) Vulnerable members are defined as members who are mentally or physically challenged.
- b) Minors are defined as being under 14 years of age.
- c) Vulnerable members and minors are not allowed on Club premises without supervision by a parent or guardian at all times.
- d) Vulnerable members and minors cannot be left on Club premises unattended by a parent or guardian unless attending an organised activity with sufficient adult supervision.
- e) Vulnerable members and minors remain the responsibility of their parent or guardian at all times whilst on the Club premises.
- f) Vulnerable members and minors may not bring guests onto Club premises at any time.
- g) Vulnerable members and minors must be accompanied and supervised by an adult at all times whilst using the Indoor Pool, Outdoor Pool, and Spa Facilities.
- h) Vulnerable members and minors may not use the Sauna or Steam room at any time.
- i) Vulnerable members and minors may not use the Gymnasium unless as part of an organised activity or under the guidance of a qualified fitness instructor.
- j) Parents and guardians are fully responsible for the behaviour of vulnerable members and minors in their care at all times whilst on Club premises.
- k) Vulnerable members and minors who abuse the Club and its facilities may jeopardise the admission rights of the whole family.
- l) Vulnerable members and minors who have reached 8 years of age are expected to use changing areas designated for their same sex unless otherwise agreed with the Operations Director.
- m) Minors are not permitted in the Indoor Pool before 10:30am and after 5:00pm Monday to Thursday (6:00pm on Friday's), and before 11:30am on Saturday and Sunday. These times are subject to change without notice.

- n) So that your vulnerable members and minors can enter the Club (should they intend to use the facilities), you need to link them to your adult membership. We may also need a letter of permission, or signature from the person who has parental responsibility for your vulnerable member or minor before they can use the Club's facilities. The vulnerable member or minor's membership fees will be based on their age and, if relevant, will increase from the month following each birthday. When a minor turns 16, they will become an independent adult member and will need to sign a new agreement in their own right. If you continue to pay the minor's membership, we may also require you to sign the minor's membership agreement. We have the right to limit the number of vulnerable members and minors linked to an adult's membership.
- o) To allow your nanny to enter the Club to supervise your vulnerable member or minor, you will need to link the nanny to your membership and pay the appropriate membership fee. You can only do this if you have a vulnerable member or minor under 14 linked to your membership. You cannot link the vulnerable member or minor's parent or grandparent as a nanny. Your nanny will become a member in their own right and will be able to use the facilities even when they are not with your vulnerable member or minor.
- p) If you have vulnerable members or minors linked to your membership, they have the same access rights as you do. For example, if you have off-peak membership, your vulnerable member or minors can use the Club at off-peak times only.
- q) If you have a disability which means you need someone to help you use the facilities at the Club, you can sign your assistant in as a guest. You will not have to pay a guest fee. However, the assistant can only use the facilities to help you.

### **13. Liability**

- a) We do not accept liability for damage or loss to your property, a dependant's property or a guest's property that may happen on the premises or within the grounds of the Club, other than the liability which arises from our negligence or our failure to take reasonable care.
- b) We do not accept liability for the injury or death of any member, dependant or guest that may happen on the premises or within the grounds of the Club.

### **14. Ending Your Membership**

- a) If your membership has no linked members, only you can give notice to end it.
- b) If your membership has linked members, the following rules apply for ending membership:
  - i) If you give notice to end the membership, we will treat it as applying to you and to all linked members unless you tell us otherwise.
  - ii) If a linked member who has signed the membership application form gives notice to end the membership, we will treat it as applying to you and to all linked members unless the person giving notice tells us otherwise.
  - iii) If your membership is ended, it automatically ends the membership of all linked members.
  - iv) Individual adult linked members can end their own membership by giving us notice.
  - v) You can end the membership of individual linked dependant by giving us notice.
- c) The notice periods and the restrictions on giving notice in the initial period are set out in 'Membership types'.
- d) You must continue to pay your membership fees until your membership ends.
- e) Your membership will end at the end of your notice period.
- f) You must not enter the Club once your membership has ended. Linked members must not enter the Club once their membership has ended.

## **15. Membership Fees, Services and Facilities**

All membership fees and other charges for services and facilities are subject to change without notice from time to time.

## **16. Cancelling your Membership**

- a) We will not tolerate our staff and/or members being verbally abused, intimidated, harassed, bullied or physically or mentally threatened in any way. If we find this to be the case, we have the right to report you to the police and/or suspend or terminate you immediately and permanently from the Club in our absolute discretion without recourse.
- b) We may also cancel your entire membership in the following circumstances.
  - i) If you or a dependant member breaks or repeatedly breaks this agreement and you do not or cannot put it right within seven days of us writing to you about it.
  - iii) If, with your knowledge or permission, another person uses your membership card to get into the Club.
  - iv) If, with a dependant member's knowledge or permission, another person uses that dependant member's membership card to get into the Club.
  - v) If you, your dependant member or your (or a dependant member's) guest uses rude or abusive language or behaves or threatens to behave in a violent or aggressive way at the Club.
  - vi) If we receive any complaint about your behavior or that of your dependant(s) member at the Club or if you or a dependant(s) member persistently behave inappropriately, or if we believe that your continued membership (or that of a dependant member) is not in the interests of other members of the Club, we have the right to suspend and / or terminate your entire membership where we consider there are reasonable grounds for doing so without recourse.
  - vii) If we cancel your membership for any reason, we have the right to keep a proportion of the money you have paid under this agreement to cover any reasonable costs we have had to pay. We may also not accept any future applications you make for membership to the Club and you may not be allowed to enter the Club as a guest or for any other reason.

## **17. If you do not pay your Membership Fee when it is due**

- a) If you do not pay your membership fee when it is due, we will write to you to let you know and you may incur an administration charge and have to reapply for membership which will be subject to availability at that time. If you are paying by direct debit, we may try to take this payment from your account again later in the month. If that is unsuccessful, but your direct debit instruction is still in force, we will try to take payment again in the following month for the payment you have missed and the amount due for the current month.
- b) We may refer any missed payments, including any future payments that are due as part of your contract (for example, payments you owe for the rest of an initial period or notice period), to a debt-collection agency.
- c) If you fall behind with your membership payments for more than 30 days, we will charge you an administration fee of £55. We will also charge an additional administration fee of £10 for each missed payment.
- d) If you do not pay for your membership, we may prevent you and any linked members (adults or dependants) from entering the Club. This does not mean we will end your membership.
- e) Cancelling your direct debit does not mean you have given us notice to end your membership. You must give us written notice.

- f) If you do not complete your initial membership subscription and/or the full notice period required to end your membership, we reserve the right to recover the full cost of any promotional discount you benefited from when subscribing to membership at the Club, including but not limited to, the Joining Fee and any waived or reduced membership subscription(s).

## **18. Changing your Membership Fees and this Agreement**

- a) We may increase membership fees at any time and without notice.
- b) We may make changes to this agreement, to these terms and conditions in Part A and to the rules and regulations in Part B or displayed in the Club, at any time.

## **19. Making changes to the Club or its Facilities, Services and Activities**

- a) If we decide to make changes to the Club or to close it temporarily we will make every reasonable effort to give you notice of the change(s) by displaying a sign on the noticeboard in the Club.
- b) We have the right to increase, reduce or withdraw certain facilities, services or activities at the Club either permanently or temporarily (for example, to carry out cleaning, repairs, maintenance, refurbishment, new construction or security works).
- c) If we decide to permanently withdraw the any of the Club facilities we will endeavor to give you reasonable notice by displaying a notice on the Club noticeboard.
- d) If we decide to make any other change to the facilities, services and activities available at the Club, we will give you notice by displaying a notice on the Club's noticeboard if this is reasonably possible.
- e) If we have to close facilities of the Club for reasons outside our control, we will try our best to provide other facilities.
- f) We will display details of the opening and closing times for the Club at reception. Opening times may vary during the Christmas period and on other bank holidays. We will let you know about these temporary changes on the Club's noticeboard.

## **20. Complaints**

- a) We are committed to making sure our members are satisfied with the service we provide, but we are realistic enough to know that things don't go according to plan all the time. If you or your guests have a complaint, we want to know about it as soon as possible so that we may fully investigate it and sort the matter out.
- b) If you have a complaint please go to Reception and complete a **Comments and Suggestions Form**.

## **21. Data protection**

- a) We keep to the General Data Protection Regulation 2017.
- b) We will deal with all information we hold about you in line with our privacy notice which you can get from our website. If you want to know what information we hold about you, or you want us to correct any information we hold about you, the appropriate procedures are set out in our privacy notice.

## **22. Dependants**

- a) We welcome your dependents to our Club but they must behave responsibly and respectfully to staff and members. They must not put themselves or other people in danger or prevent other members from enjoying the Club or its facilities. If your dependant(s) is behaving unreasonably, we have the right to speak to you or the dependant about this.

- b) If your dependant behaves unreasonably, whether on one visit to the Club or over a number of visits to the Club, we will try to sort out the issue by meeting with you. If we cannot sort out the issue during the meeting, we have the right to suspend or terminate your dependant's membership at the Club with our absolute discretion without recourse.

### **23. Breach of Membership Terms & Conditions**

If you are found in breach of any of these Membership Terms and Conditions and Rules and Regulations will be subject to the appropriate action as seen fit by the Club Management.

## PART B – RULES AND REGULATIONS FOR USING CLUB’S, FACILITIES AND ACTIVITIES

Definitions that apply to Part B

**You** – Any person using the Club facilities under your membership  
**Linked member** – Anyone who is linked to your membership  
**Dependant** – A child under the age of 16

**Your entire membership** – Your membership and the membership of your linked members

**We and us** – Kings Life Limited

**The Club** – Kings Premier Health Club

### 1. General Health and Safety

- a) As your safety is our main priority, we do not allow crockery or glasses outside the Clubroom unless we have organised this.
- b) We do not allow pets (except for registered working assistance dogs with the prior approval of the management) in the Club.
- c) To protect the safety of all members and guests, you must pay particular attention to all signs relating to health and safety in the Club. If you do not understand a notice or sign please ask one of our team members.
- d) Fire exits are clearly marked throughout the Club. If there is a fire or if you hear the fire alarm, you should make your way out of the Club immediately through the nearest possible exit to the advertised assembly point in the car park.
- e) If you suffer an accident or injury on our premises, you must report it and the circumstances under which it happened to reception / duty manager immediately and complete the Club’s Accident Report Form and provide any additional written documentation as requested by the Club’s management.
- f) For legal and health reasons, you must not smoke or use any vaping device while using any of the Club facilities or whilst on the Club’s premises (other than in a designated smoking area).
- g) While you are at the Club, we expect you to behave appropriately, respectfully and politely, and dress appropriately (for example, by not wearing your swimsuit in the club room), at all times. We can prevent you from entering the Club or ask you to leave if we think that your behavior or appearance is not suitable.
- h) You should not use the Club if you have an infectious illness or condition.
- i) For your safety, when using the racquet facilities, you must wear appropriate footwear for the playing surface (for example, non-marking smooth-soled shoes on carpet courts).
- j) For reasons of health and safety all members must abide by the following:-
- k) To replace any equipment after use.
- l) To shower before entering the pool areas, steam room or sauna.
- m) To ensure that the consumption of food and beverages (other than water) remains within the Club Room and Outdoor Area.
- n) Alcohol may be consumed within the bar area and in designated areas. Alcohol may not be brought onto the premises and members who appear under the influence of alcohol may be asked to leave and their membership may be terminated without refund in the absolute discretion of the Club without recourse.
- o) The use of any facilities is strictly prohibited whilst under the influence of alcohol.
- p) Smoking and/or vaping is only permitted on the Club’s premises in the designated smoking/vaping area. Outside of this area smoking/vaping is strictly prohibited.
- q) The use of drugs, including performance enhancing substances, is strictly prohibited. Members who appear under the influence of drugs will be asked to leave and their membership may be instantly terminated without refund in our absolute discretion without recourse. The Club reserves the right to confiscate any substance(s) and contact the police.

## **2. Your Dependant's Health and Safety**

- a) Dependants aged 14 or under must be supervised at all times by a member over the age of 18, including the Club Room and any designated play areas. However, this does not apply if they are at an activity we organise at the Club which parents and guardians do not need to attend (we call this a 'supervised activity').
- b) If you cannot bring your dependant to a supervised activity, you can apply to the Operations Director to get a pass for a named member of your immediate family to bring them instead. This person is not allowed to use any of the Club facilities except the Club Room.
- c) If your dependant is at a supervised activity, he or she must be registered with the person in charge of the activity, who must also have details of who will be collecting your dependant. We will not allow any other person to collect your dependant unless you have made a specific arrangement beforehand with the person you have left your dependant with.
- d) We may provide a crèche for dependants aged from six weeks to five years. You can book a place for your child subject to availability. At least one parent or guardian must stay on the premises at all times while your dependant is in the crèche. You must provide any nappies, food, drink and toiletries your dependant will need.
- e) Parents or adult carers need to fill in registration forms for all dependants before using the childcare facilities or activities.
- f) You must not bring your dependant into the Club or childcare facilities if they have an infectious illness or condition.
- g) Dependants under the age of 8 must use the changing room with adult supervision.
- h) Dependants over the age of 8 must use the male or female changing rooms, according to their sex (or a family changing cubicle, if one is available) and can use the changing rooms without supervision.
- i) Dependants aged 15 or under must not use the Sauna, Steam room, Jacuzzi or Spa.
- j) Dependants aged 13 or under may use the gym only when there is an organised activity for them.

## **3. Car park**

You are only entitled to use the Club car park while you are using the Club facilities. You must park only in the spaces in our car park. If you do not have a disabled badge you must not park in the spaces reserved for disabled badge holders.

- a) We do not guarantee that parking is always available at the Club.
- b) You park in the car park at your own risk. We do not accept liability for any loss or damage to your car, motorcycle, bicycle or any other vehicle or personal belongings in it, while you are parked or using our car park.

## **4. Swimming Pool, Sauna, Steam Room and Spa**

- a) For health and hygiene reasons, you must make sure you and your dependants shower and use the toilet before entering either the Indoor or Outdoor Pool or Jacuzzi.
- b) Lone swimmers must report to Reception prior to entering any Pool Area. Any lone swimmer will need to advise staff which pool they intend to use and the approximate duration they wish to swim for. Regular staff checks will be performed to ensure the welfare and safety of a lone swimmer throughout the duration of their time in any Club Pool.
- c) You must at all times follow the Pool, Jacuzzi, Sauna and Steam Room rules and guidelines displayed in the Club and any instructions a member of staff gives you at any time.
- d) We may reserve exclusively the Indoor or Outdoor Pool at certain times for adult-only swimming, aqua-aerobics classes, lessons or dependant's activities or private functions and events. We will always try to let you know beforehand about these adult only swimming reservations by putting details on the Club's noticeboard.

- e) Items (such as floats and inflatables) that may prevent other members from enjoying our facilities may not be allowed at busy periods. In such circumstances a member of staff will advise all pool users.
- f) You are not allowed to use snorkels, masks, fins, flippers, radios or lilos in the Club pools.
- g) You are not allowed to shave, exfoliate (remove dead skin), use oils or conditioners or eat in either of the Indoor or Outdoor Pools, Jacuzzi, Steam Room or Sauna.
- h) Dependants aged three and under or who are older but not potty trained, must wear swimming nappies.
- i) No shoes are permitted to be worn in the Pool Area. An additional pair of clean flip flops is permitted.
- j) Dependants aged 13 and under must be accompanied and supervised in the pool area by a member over the age of 18.
- k) Dependants aged 8 – 13 years may use the Jacuzzi without adult supervision in the Jacuzzi itself but with continued and immediate adult member supervision immediately adjacent to the Jacuzzi from within the indoor pool area.
- l) Dependants under the age of 8 can only use the Jacuzzi if supervised in the Jacuzzi by an adult member.
- m) Dependants aged 15 and under cannot use the pools or pool area at adult-only swim times.
- n) One adult cannot supervise more than three dependants at one time.

## 5. Lockers

- a) You bring all personal belongings to the Club at your own risk. We do not accept legal responsibility for any loss or damage to these items.
- b) If you leave your belongings in a locker overnight but you have not paid for a locker, we have the right to remove your belongings. You can claim the belongings we have removed from the Club reception for up to four weeks after we remove them. After this time, we will not be responsible for the belongings.
- c) We are not responsible for personal property stored in of any lockers. All bags must be kept in lockers and are not permitted be taken in the fitness areas. Members and Guests must ensure that the contents of lockers are removed at the end of their visit. The Club reserves the right to remove contents from any locker, or items left on the Club's premises, such items then being subject to the Club's Lost Property Policy.
- d) If you find lost property, you must hand it into the Club reception immediately.

## 6. Gym and Fitness Facilities

We know that everyone has different aims, levels of skill, tolerance and fitness. Every moment you spend with one of our coaches is designed to focus on your needs.

- a) Before you start using the Gym or fitness equipment, you must undergo a Club Induction and read and sign a health commitment statement and PAR-Q.
- b) If you have concerns about your physical condition, you must not do strenuous physical activities without first getting medical advice and provide a copy of any certification to the Club.
- c) To make sure you get the most from every activity that you do at the Club in the safest possible way, you should always make sure that you warm up properly and take time to cool down after your activity.
- d) You should not take part in any physical activity that you may not be fit for. You are responsible for monitoring your own condition during physical activity.
- e) You should advise the Club in writing on your PAR-Q about anything that is relevant to your health, physical and medical condition(s). It is your responsibility to keep this information up to date throughout your membership by completing a new PAR-Q with any changes to your condition(s) in writing to [info@kings.gg](mailto:info@kings.gg).

- f) You are responsible for monitoring your own condition. If you suffer any unusual symptoms, you must immediately stop the activity.
- g) Only qualified professionals employed by the Club are permitted to coach or train any persons on the Club premises.

## **7. Bookings**

- a) The Club reserves the right to exclusively book areas of the Club for tournaments, exhibitions and other exclusive social activities. Please see notice boards for details.
- b) Bookings for courts and classes can be made up to seven days in advance by members.
- c) Bookings cancelled more than 24 hours prior to the start time are permitted and no charge will be incurred. Thereafter a charge may apply.
- d) Spectators must remain outside the court/exercise areas.
- e) No coaching is allowed, other than by an employed Club professional, unless previously authorised in writing by the Operations Director.
- f) Tennis and Squash players must vacate the courts promptly, regardless of the score, when the session time has elapsed and leave the court in good order.
- g) No show' courts will be let 10 minutes after the booking time.
- h) Maximum time for booking a Tennis Court at any one time is 2 hours.
- i) Maximum time for booking a Squash Court at any one time is 40 minutes.
- j) Participants must arrive for bookings in good time.

## **8. Photographs and Videos**

You may not use cameras, video cameras and camera phones on the Club premises at any time without the written permission of the Operations Director. Under no circumstances are cameras, video cameras or camera phones to be used in the changing areas.

## **9. Opening Times**

- a) The Club is open from 06.30-21.00 Monday to Thursday, 06.30-20.00 Friday and 08.00-18.00 on Saturday and Sunday.
- b) The Club is closed Christmas Day, Boxing Day and New Year's Day.
- c) We reserve the right to change opening times and hours will be restricted during Bank Holidays with details posted on the Club's notice board
- d) Off Peak Membership access is only permitted between 10.00-15.00 and 20.00-21.00 Monday to Thursday, 10.00-15.00 Friday and 13.00-18.00 on Saturday and Sunday.
- e) Club facilities will start to close 20 minutes before the Club officially closes. These times may change from time to time without notice.
- f) Members must vacate all changing rooms 5 minutes prior to the Club closing.

## **10. Other Rules**

- a) You are responsible to read information on the notice boards and adhere to any notices displayed at the Club.
- b) In respect of clothing we insist that normal exercise attire must be worn when using the facilities, swimming trunks / bathing costumes, multi-coloured Bermuda shorts (with the exception of pool activities and aqua classes) and shirts, or jeans are not permitted. Trainers, with no black soles, must be worn whilst using the dry facilities.

- c) Each member, dependant(s) and / or guest(s) accept that they enter the Club premises, use the facilities, activities and the equipment at the Club entirely at their own risk. Each member, dependant(s) and / or guests further accepts that in the absence of negligence on the part of the Club they will hold harmless the Club, its health and fitness specialists, instructors, all employees and Directors, servants and agents (including any independent contractors) from all damages, claims or liabilities and consequential losses resulting from, but not limited to, injury or death incurred, arising on or off the Club premises howsoever caused.
- d) The Club cannot take responsibility for the loss of any money or personal property of members or guests, however caused.
- e) Members and guests shall obey any posted signs.
- f) All payments for ancillary products and services must be made at Reception. It is not permitted to pay Club employees directly.
- g) Any removal of Club property (including but not limited to towels, magazines, equipment etc.) will be considered as theft and could lead to criminal prosecution.
- h) Only food and drink bought in the Club can be eaten in the Clubroom.
- i) During peak hours the Club reserves the right to restrict duration of use of the equipment.
- j) The unauthorised promoting and marketing of any good, products and/or services whatsoever of any nature within the Club by Members and/or their Guests in any form in and around the Club's premises is strictly prohibited unless authorised and agreed in advance and in writing by a Club Director.

### **Part C – Package Add-On Terms and Conditions**

These Terms and Conditions apply to members who wish to subscribe to a membership package add-on.

1. In return for a member paying a subscription as set out in the Membership Package Add-On agreement form, a member may benefit from their chosen package add-on(s) throughout the duration of their membership agreement.
2. The payment of the subscription shall not entitle the member to the use any other membership package add-on(s) other than those identified and paid for within their Agreement.
3. The first subscription shall be due and payable on the signing of the Agreement.
4. Payment can be made either up front and in full for the stated period or monthly by Direct Debit providing that the member is already on a monthly Direct Debit paying membership with a valid and active Direct Debit.
5. If paying by Direct Debit, the subsequent month's payment for the chosen membership package add-on(s) will also need to be paid up front if the agreement falls on, or after, 25<sup>th</sup> of the month in which the agreement commences unless stated otherwise by a member of staff.
6. The member's commitment shall be for an initial period of 3 months from the first of the month following the date of the commencement of the agreement.
7. Until the initial period of 3 months has lapsed the member shall not be entitled to terminate the commitment to pay monthly subscriptions in accordance with clause 6 above.
8. All members are liable to pay all subscriptions irrespective of actual usage of the facilities or membership package add-on(s). Should a payment fail at any time, the Club reserves the right to immediately cancel the chosen members membership package add on(s) and recover any funds deemed necessary. Such decision it entirely at the Club's discretion and in accordance with the Club's Terms and Conditions.
9. In the event of a package add-on being paid monthly by direct debit and lapsing for more than one month the member may incur an administration charge and have to reapply for the membership package add-on, which will be subject to availability at that time.
10. The member may terminate the commitment to pay subscriptions at any time after the first full three months of the commencement of the agreement upon giving Kings Life Limited not less than 3 months' notice in writing.
11. The member acknowledges that Kings Life Limited's obligations and liabilities in respect of Kings Premier Health Club are defined in the agreement and/or within the Terms and Conditions of Membership available on the Club's notice board and website.
12. The Club reserves the right to amend or replace these membership package add-ons, the rules relating to these membership package add-ons and/or the membership terms and conditions at any time and without notice.

13. The Club reserves the right to amend the subscription charge for any membership package add-on at any time and without notice.
14. Membership package add-ons are non-refundable and non-transferrable.
15. The member confirms that he/she is 16 years of age or over and that, having understood the terms of this contract, and the Terms and Conditions of Membership, agrees to abide by them.
16. The submission of an application signed by a member and the acceptance of the initial subscription by Kings Life Limited shall constitute a legally binding agreement between the member and Kings Life Limited. Once agreed, the parties agree to be bound by the terms hereof and the Club Terms and Conditions of Membership, which are available on request or from the website – [www.kings.gg/terms-conditions](http://www.kings.gg/terms-conditions).
17. Each member accepts that they enter into any activity at the Club and use the facilities at the Club and the equipment of the Club entirely at their own risk. Each member further accepts that in the absence of negligence on the part of the Club they will hold harmless the Club, its health and fitness specialists, instructors or employees, Directors, servants or agents (including any independent contractors) from all damages, claims or liabilities resulting from, but not limited to, injury or death incurred, or arising from any activity undertaken at the Club premises. See T&C's.
18. Your data is held in accordance with our privacy notice which is available at [www.kings.gg/privacy-notice](http://www.kings.gg/privacy-notice).

#### Rental Locker Terms and Conditions

19. Upon subscribing to this rental locker agreement, the member agrees to rent the designated locker and (“**Designated Locker**”) number identified and the on the members membership package add-on agreement form. The Club will agree to rent the Designated Locker to the Member on the terms and conditions set out in this agreement which shall be deemed to have been incorporated into the member’s membership contract with the Club on the signing of the agreement. The Member also acknowledges and agrees to the following:
20. To pay the locker rental fee in respect of the Designated Locker to the Club either in full and cleared funds on the signing of the Rental Agreement or by Direct Debit should the member be on a Direct Debit paying membership at the Club. Fees are non-refundable.
21. The locker rental term shall start on the Commencement Date as completed on the application form and upon receipt of cleared funds.
22. To use the Designated Locker only for the purposes of keeping “**personal items**” that may be required when at the Club. “Personal items” include gym kit, equipment and/or personal belongings relevant to the health club environment and the Club manages the interpretation of “**personal items**” as they see appropriate. If the Club has reasonable grounds to suspect that the Designated Locker is being used in breach of the Club’s Terms and Conditions, the Club reserves the right to open the Designated Locker (by force if necessary) and to remove any offending items. Such items will be handed to the police if the Club management deem necessary.
23. To be fully and solely responsible for both the contents and security of the contents stored in the Designated Locker at all times. The Club takes no responsibility for the security of the contents of the Designated Locker regardless of whether it is locked or otherwise. Nor does the Club undertake that the Member’s use of the Designated Locker will guarantee that no theft or damage to the Member’s property

will occur. The Club will not accept any liability of whatsoever nature and howsoever arising in relation to the security or theft of the contents of the Designated Locker. It is the Member's responsibility to check that their household contents or other insurance policies they hold protect them against such risks.

24. Not to assign or sub-let the Designated Locker and to be fully responsible for the proper care of the Designated Locker. Any defacing or damaging the Designated Lockers by stickers, paint, markers or otherwise will be valid grounds for withdrawal of Designated Locker privileges and the Member will be charged the cost of repair or replacement of the Designated Locker.
25. With the exception of the Designated Locker detailed in the Agreement, all other Club lockers are available for use only while the Member is on the Club's Premises. Use of a locker (other than the Designated Locker detailed within the Agreement) while you are not on the Club's Premises is prohibited. If you leave your belongings overnight in a locker (other than in the Designated Locker detailed within the Agreement) the Club reserves the right to open the locker (by force if necessary) and remove your belongings.
26. The Designated Locker remains the property of the Club and the Club reserves the right to charge you a reasonable fee for any cleaning or repair work required to the Designated Locker or for any damage of whatsoever nature to the Designated Locker.
27. To thoroughly clean and remove all belongings from your Designated Locker on or before the date of expiry (for whatever reason) of your membership and/or package add-on contract with the Club and/or the Term of the Agreement. Any belongings left in your Designated Locker after the expiry of your membership contract with the Club or the Term of the Agreement will be removed by the Club immediately and donated to charity. Should you leave the Club (for whatever reason) prior to the expiry of your membership contract with the Club and/or the Terms of the Agreement, no refund will be given for the unexpired Term of the Agreement.
28. Your belongings, if so removed under paragraphs 23 and 26 above, will be available for collection from the Club's reception for a period of four weeks (28 days) from the date of their removal providing that criminal proceedings are not required. If you do not collect your belongings within that four week (28 days) period, your belongings will be donated to charity.
29. Violation of any of the terms and conditions in this Rental Agreement may result in the forfeiture of the Designated Locker, future rentals and at the Club's discretion, your membership of the Club.
30. The Club reserves the right to amend, vary or replace the terms of the Agreement at any time and without notice to the Member, although where reasonably possible, notice of the change will be displayed on the Club's website and/or posted on the notice boards located at the Club's reception area and/or by email to the Member seven (7) working days before such change.
31. The Club reserves the right to cancel the Agreement at any time and without reason. In the event of cancellation of the Agreement by the Club, the Member shall be entitled to a pro-rata refund for the unexpired Term of the Agreement.

#### **Unlimited KBT Terms and Conditions**

32. Upon subscribing to the Unlimited KBT Membership Package Add-On Agreement (hereafter referred to as the "**the Agreement**"), the member agrees to the terms and conditions identified within the membership package add-on agreement form. The member agrees to the terms and conditions set out in the membership package add-on agreement which shall be deemed to have been incorporated into a

member's membership contract with the Club on the signing of the agreement. The Member also acknowledges and agrees to the following:

33. To pay the unlimited KBT fee identified in the membership package add-on agreement form either in full and cleared funds on the signing of the Agreement or by Direct Debit should the member be on a Direct Debit paying membership at the Club. Fees are non-refundable and non-transferrable irrespective of any request for a refund or usage.
34. The unlimited KBT term shall start on the Commencement Date as completed on the application form and upon receipt of required cleared funds.
35. In addition to these terms and conditions, the member agrees to abide by the boditrax company terms and conditions, which are subscribed to upon using the boditrax machine on the first occasion. These terms and conditions are available via the machine when using boditrax and may change from time to time, but at the date hereof are:

### **Boditrax Terms of Use**

Boditrax (we) provide online and mobile services, including the Boditrax website ("www.boditrax.com" or the "Site"), widgets, computer programs and mobile applications hosted by or on behalf of Boditrax (collectively, the "Boditrax Services"). Intended to enhance a facility's use of the Boditrax body composition products offered by Boditrax (the "Boditrax Products"). This is a legal agreement between you and Boditrax and will be used to govern the use by you of the Boditrax service.

Once you have confirmed your acceptance of and adherence to be bound by these Terms of Use (the "Terms of Use"), Boditrax will grant you a limited, non-exclusive license to utilise the Boditrax Services as set out herein. The terms "you" and "user" shall refer to all individuals and entities that have access to the Boditrax Services.

Through your actions in registering for and/or using the Boditrax Services, you confirm your agreement to these Terms of Use and our privacy policy (see "privacy policy") and consent to allow Boditrax to communicate with you electronically in connection with the Boditrax Service.

### **Modifications to the Terms of Use**

Boditrax may, from time to time, may make changes or amendments to their Terms of Use. The most up to date will be clearly marked on their website. However, continued use will imply acceptance of any updated terms.

### **Requirements for Use of the Boditrax Services**

The Boditrax Services are made available to persons aged 16 years or over. If you are 16 or over but still under the age of 18, you should review this agreement with your parent or guardian to make sure that you and your parent or guardian are prepared for you to be bound by them...

Full use of the Boditrax Services requires compatible access to the Boditrax Composition analyser, Internet access, and certain software. The Boditrax Services is not a guaranteed part of any third party product or service offering, and no purchase or obtaining of any third party product or service shall be construed to represent or guarantee you access to the Boditrax Services at any time.

Please review the section marked "Precautions" for guidance on precautions related to your use of Boditrax Products and of the Boditrax Services.

## **Agency**

If you are registering on behalf of an organisation, group or company the act of doing so is considered to confirm your authority to do so and bind the organisation, group or company by your actions.

## **Precautions**

Content found on [www.boditrax.com](http://www.boditrax.com) or through the Boditrax Service is for informational purposes only and is not intended to replace the relationship between you and your doctor or any other medical practitioner. Boditrax is not a care provider and does not have expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition. You should always consult a doctor before starting any fitness program, changing your diet or if you have any questions regarding a medical condition. Never disregard professional medical advice or delay in seeking advice because of something you have read on or through the Boditrax Services. You should consult with your doctor before participating in any event or activity promoted on or through the Boditrax

Boditrax is not responsible for any health problems that may result from training programs, products, or events you learn about through the Boditrax Services. If you engage in any exercise program you receive or learn about through the Boditrax Services you agree that you do so at your own risk and are voluntarily participating in these activities.

## **Information on the Boditrax Services**

Whilst every effort is taken to ensure that the information contained on the Boditrax website is accurate, we make no representation or offer any warranty of any sort about information contained on the Boditrax website. We accept no responsibility for the accuracy of the information, its use or its effectiveness. Please be advised that if you undertake to rely on information gathered from the Boditrax website or any other Boditrax source, you do so entirely at your own risk.

For further information regarding boditrax please email [info@boditrax.com](mailto:info@boditrax.com).

36. The Club reserves the right to exclusive book the use of the boditrax machine for a given period as deemed suitable by the Club.
37. The Club reserves the right to remove the boditrax machine from the Club premises at any time for events or any other exclusive activities. The Club shall return the boditrax machine to the Club upon completion of any activity; however the length of which the club may remove the machine is entirely at the Club's discretion.
38. Upon commencement of the Agreement, and upon receipt of the cleared funds required, providing clauses 37 and 38 (above) do not apply, the member may have an unlimited amount of boditrax sessions at the Club.
39. The use of the boditrax machine under the Agreement is entirely for the member for whom the agreement applies and the membership package add-on cannot be used by any other person under the Agreement.
40. Should the member, with permission, allow another person to use their boditrax log in details the Club reserves the right to cancel the membership package add-on agreement with immediate effect and without refund. Such a decision is entirely at the Club's discretion.

### **Unlimited Towels Terms and Conditions**

41. Upon subscribing to this Unlimited Towels Membership Package Add-On (hereafter referred to as the **"Agreement"**), the member agrees to the terms and conditions identified within the membership package add-on agreement form. The Club will agree to the terms and conditions set out in the membership package add-on agreement which shall be deemed to have been incorporated into a member's membership contract with the Club on the signing of the agreement. The Member also acknowledges and agrees to the following:
42. To pay the unlimited towels fee identified in the membership package add-on agreement form either in full and cleared funds on the signing of the Agreement or by Direct Debit should the member be on a Direct Debit paying membership at the Club. Fees are non-refundable irrespective of any request for a refund or non-usage.
43. The unlimited towels term shall start on the Commencement Date as completed on the application form and upon receipt of required cleared funds.
44. A member subscribing to this membership package add-on is allowed one towel per visit, per day.
45. The use of the unlimited towels under the Agreement is entirely for the member for whom the Agreement applies and the membership package add-on cannot be used by any other person under the Agreement.
46. The member accepts the towels remain the property of the Club, are to remain on the Club's premises at all times and are to be left in the towel bins provided in the Club changing rooms. The removal of a towel from the Club's premises will result in the Club reserving the right to cancel the Agreement with immediate effect and without refund. The Club management have the right to contact the police if the Club management deem necessary.
47. Should the member, with permission, allow another person to use, or attempt to use, their unlimited towels membership package add-on, the Club reserves the right to cancel the Agreement with immediate effect and without refund. Such a decision is entirely at the Club's discretion.

### **Personalised Gym Program and KBT Analysis Terms and Conditions**

48. Upon subscribing to the Personalised Gym Program and KBT Analysis Membership Package Add-On On (hereafter referred to as the **"Agreement"**), the member agrees to the terms and conditions identified within the membership package add-on agreement form. The member will agree to the terms and conditions set out in the membership package add-on agreement which shall be deemed to have been incorporated into a member's membership contract with the Club on the signing of the Agreement. The Member also acknowledges and agrees to the following:
49. To pay the Personalised Gym Program and KBT Analysis fee identified in the membership package add-on agreement form either in full and cleared funds on the signing of the agreement or by Direct Debit should the member be on a Direct Debit paying membership at the Club. Fees are non-refundable or transferable irrespective of any request for a refund or non-usage.
50. The Personalised Gym Program and KBT Analysis term shall start on the Commencement Date as completed on the application form and upon receipt of required cleared funds.

51. A member subscribing to this membership package add-on is allowed one programme and KBT Analysis once per month and that program is for their personal use only and must not be given to a third party. The use of KBT must be with an instructor employed by the Club.
52. A member accepts that the program remains the property of the Club.
53. Should the member, with permission, allow another person to use, or attempt to use, their personalised program, the Club reserves the right to cancel the membership package add-on agreement with immediate effect and without refund. Such a decision is entirely at the Club's discretion.
54. Whilst the Club will endeavour to contact the member when their program review and boditrax consultation is due, it is not held responsible should the program and KBT Analysis not occur.
55. The member accepts that it is their responsibility to arrange the program and KBT Analysis on a monthly basis and accepts that, should the program and consultation fail to happen, they will not be allowed to carry forward this benefit into a subsequent month.
56. The member accepts that whilst every effort will be made by staff to ensure improved results and progress, this membership package add-on does not guarantee results or progress of any kind and that the member of staff or Club cannot be held responsible should the member's desired outcomes not be achieved.
57. The member accepts that whilst the Club will endeavour to ensure the member's chosen staff member performs the reviewed program and boditrax consultation month on month, they cannot guarantee this. However, the Club will ensure that the member of staff has sufficient qualifications to provide the member with their program and that the staff member is also competently trained to use the KBT machine and interpret the results provided.
58. In addition to these terms and conditions, the member agrees to abide by the boditrax company terms and conditions, which are subscribed to upon using the boditrax machine on the first occasion. These terms and conditions are available via the machine when using boditrax, or can be found under the "**KBT Terms and Conditions**" section (above).

## **Part D – Personal Training by Direct Debit Terms & Conditions**

These Terms and Conditions apply to members who wish to subscribe to a Personal Training by Direct Debit subscription.

59. In return for a member paying a subscription as set out in this Personal Training by Direct Debit subscription agreement form, a member may benefit from their chosen subscription(s) throughout the duration of their membership agreement.
60. The payment of the subscription shall not entitle the member to the use any other PT by DD subscription(s) other than those identified and paid for within this PT by DD subscription agreement form.
61. To ensure your Direct Debit starts by the 1st of the following month, you will need to have signed and submitted this Personal Training by Direct Debit Agreement Form by 25th of the current month.
62. Payment must be made monthly by Direct Debit with a valid and active Direct Debit at the Club.
63. The member's commitment shall be for an initial period of 3 months from the first of the month following the date of the commencement of the agreement.
64. Until the initial period of 3 months has lapsed the member shall not be entitled to terminate the commitment to pay monthly subscriptions in accordance with clause 5 above.
65. All members are liable to pay all subscriptions irrespective of actual usage of the facilities or PT by DD subscription(s). Should a payment fail at any time, the Club reserves the right to immediately cancel the chosen member's PT by DD subscription(s) and recover all costs. Such decision is at the Club's absolute discretion and in accordance with the Club's Terms and Conditions.
66. In the event of a PT by DD subscription lapsing for more than one month the member may incur an administration charge of £25 and have to reapply for the PT by DD subscription, which will be subject to availability at that time.
67. The member may terminate the commitment to pay subscriptions for their chosen PT by DD for the following month after the first full three months of the commencement of the agreement upon giving Kings Life Limited notice of at least 15 days prior to end of the month.
68. If you have completed 3 full months of PT by DD and you choose to cancel PT by DD subscription you must put this in writing to the Club. This may be by email or letter and addressed to the Group Club Manager.
69. All sessions must be used within the calendar month. Any sessions not used within the calendar month will be lost and will not be carried over into the subsequent months. Exceptions may apply for the following reasons:
  - a. Pregnancy
  - b. Serious Illness
  - c. Serious Injury

In these situations you may request to extend Personal Training Sessions validity date, for between 1 month and 6 full calendar months, by providing written notice and valid proof of your circumstances from a medical professional. This may be by email or letter and addressed to the Group Club Manager. The final decision is at the Club's absolute discretion.

70. Top-up sessions for PT by DD clients are available at any time, and can only be purchased by those members committed to the PT by DD subscription. These sessions must be used within the calendar month. Any Top up sessions not used within the calendar month will be lost and will not be carried over into the subsequent months.
71. PT by DD payments can only be collected from the same bank account that your current membership subscription is collected from. The payment will be shown on your bank statement as one combined total of PT by DD and Membership Subscription fees.
72. Payments will be collected on, or immediately after, 1st of each month.
73. You are required to provide a minimum of 24 hours' notice of any cancellation of sessions. This can be made directly at the Club. Failure to provide a minimum of 24 hours' notice you result in the loss of that session and no refund will be given.
74. If you have completed 3 full months of PT by DD you can request to freeze the subscription for a total of 3 months in any one calendar year. This request may be by email or letter and addressed to the Group Club Manager. The final decision on your freeze request is at the Club's absolute discretion.
75. Should your PT by DD subscription's freeze be agreed you will not be charged for this during the agreed period.
76. After any pre-agreed freeze period has been completed your PT by DD subscription will recommence on a rolling monthly basis without any binding period. Your PT by DD subscription rate will recommence as normal.
77. If you are late for your session then your session will be reduced in accordance with that time. If you are more than 25 minutes late, your Personal Trainer will cancel the session and you will lose that session. In this circumstance, no refund will be made.
78. Your assigned Personal Trainer leaving the company is not a valid reason to refund your PT by DD subscription. The Club will provide you with a new Personal Trainer so that you can continue your sessions as normal.
79. The member acknowledges that Kings Life Limited's obligations and liabilities in respect of Kings Premier Health Club are defined in this agreement and/or within the Terms and Conditions of Membership available on the Club's notice board and website.
80. The Club reserves the right to amend or replace these PT by DD subscription, the rules relating to these PT by DD subscription and/or the membership terms and conditions at any time and without notice.
81. The Club reserves the right to amend the subscription charge for any PT by DD subscriptions at any time and without notice.
82. PT by DD subscriptions are non-refundable and non-transferrable.
83. The member confirms that he/she is 16 years of age or over and that, having understood the terms of this contract, and the Terms and Conditions of Membership, agrees to abide by them.

84. The submission of an application signed by a member and the acceptance of the initial subscription by Kings Life Limited shall constitute a legally binding agreement between the member and Kings Life Limited. Once agreed, the parties agree to be bound by the terms hereof and the Club Terms and Conditions of Membership, which are available on request or from the website – [www.kings.gg/terms-conditions](http://www.kings.gg/terms-conditions).
85. Each member accepts that they enter into any activity at the Club and use the facilities at the Club and the equipment of the Club entirely at their own risk. Each member further accepts that in the absence of negligence on the part of the Club they will hold harmless the Club, its health and fitness specialists, instructors or employees, Directors, servants or agents (including any independent contractors) from all damages, claims or liabilities resulting from, but not limited to, injury or death incurred, or arising from any activity undertaken at the Club premises. See T&C's.
86. Your data is held in accordance with our privacy notice which is available at [www.kings.gg/privacy-notice](http://www.kings.gg/privacy-notice).

### **Part E – Personal Training by Packs Terms & Conditions**

These Terms and Conditions apply to members who wish to subscribe to a Personal Training by Pack subscription.

87. All PT by Packs purchases must be paid for in advance and in full.
88. All PT by Packs payments must be up to date prior to any Personal Training session taking place.
89. The Club requires a minimum of 24 hours' notice of any cancellation of a session. Notice can be made directly at the Club or with the Personal Trainer scheduled to take the upcoming session.
90. Failure to provide a minimum of 24 hours' notice will result in the loss of that session and no refund will be given.
91. If the client is late for a session, the session will be reduced in accordance with that time. If a client is more than 25 minutes late for a 1 hour Personal Training Session or 15 minutes for a 30 minute Personal Training session their Personal Trainer will cancel the session and it will be lost. In this circumstance no refund will be given.
92. All PT by Packs have a 90 day expiry and after such time any unused sessions will be lost and no refund will be made.
93. Intro Packs (2 sessions) can only be bought once per member and only if you haven't used any Personal Training session in the last 6 months.
94. Clients may request to extend PT by Packs expiry for between 1 month and 6 full calendar months for the following reasons:
  - a. Pregnancy
  - b. Serious Illness
  - c. Serious Injury
95. To request to extend a PT by Pack a client must contact the Club in writing and provide valid proof of their circumstances from a medical professional. The final decision will be at the Club's absolute discretion.
96. A Client's assigned Personal Trainer being off sick or leaving the business is not a valid reason to extend or refund any unused sessions. In these circumstances the Club will provide the client with another Personal Trainer.

## Part F – Kings Boditrax (KBT) Terms & Conditions

These Terms and Conditions apply to members and guests who wish to subscribe to use the KBT (Kings Boditrax) machine.

97. In return for the Applicant paying the Induction fee as set out in this agreement form, they will receive a KBT Induction and analysis with a trained staff member at the Club.
98. The fee shall be due and payable on the signing of this agreement.
99. Payment can be made at Reception and must be up front and in full.
100. The Applicant acknowledges that the Club's obligations and liabilities are defined in this Agreement and/or within the Terms and Conditions of Membership available on the Club's notice board and website.
101. The Club reserves the right to amend or replace these KBT Induction terms and conditions, the rules relating to the KBT Induction and/or the membership terms and conditions at any time and without notice.
102. The Club reserves the right to amend the fee charged for the KBT Induction at any time and without notice.
103. The Applicant confirms that he/she is 16 years of age or over and that, having understood the terms of this agreement and the Terms and Conditions of Membership, agrees to abide by them.
104. The submission of a KBT Induction form signed by the Applicant and the acceptance of the payment by the Club shall constitute a legally binding agreement between the member and the Club. Once agreed, the parties agree to be bound by the terms hereof and the Club Terms and Conditions of Membership, which are available on request or from the website – [www.kings.gg/terms-conditions](http://www.kings.gg/terms-conditions).
105. In addition to these terms and conditions, the Applicant agrees to abide by the boditrax company terms and conditions, which are subscribed to upon using the boditrax machine on the first occasion. These terms and conditions are available via the KBT machine when using KBT and can be downloaded or reviewed at any time at [www.kings.gg/kbt](http://www.kings.gg/kbt).
106. The use of the machine under this KBT Induction Agreement is entirely for the person for whom the agreement applies.
107. Should the Applicant, with permission, allow another person to use their KBT log in details the Club reserves the right, if applicable, to cancel the membership of both parties with immediate effect and without refund. Such a decision is entirely at the Club's discretion.
108. The Applicant hereby agrees that he/she will use the KBT machine safely and as designed and agrees to abide to all KBT, Club and boditrax company related terms and conditions at all times.
109. The Applicant hereby agrees that he/she will always use the KBT machine as designed and instructed when using KBT either as part of a promotion, package Add-On or on a pay-as-you-go basis.

110. Each Applicant accepts that they enter into any activity at the Club and use the facilities at the Club and the equipment of the Club entirely at their own risk. Each Applicant further accepts that in the absence of negligence on the part of the Club they will hold harmless the Club, its health and fitness specialists, instructors or employees, Directors, servants or agents (including any independent contractors) from all damages, claims or liabilities resulting from, but not limited to, injury or death incurred, or arising from any activity undertaken at the Club premises. See T&C's - [www.kings.gg/terms-conditions](http://www.kings.gg/terms-conditions).
111. Your data is held in accordance with our privacy notice which is available at [www.kings.gg/privacy-notice](http://www.kings.gg/privacy-notice).

## **Part G – Myzone Terms & Conditions**

These Terms and Conditions apply to members and guests who wish to make use of a Myzone product at the Club.

The member hereby agrees that:

112. Purchase of the designated Myzone Belt is identified by the serial number above. The Club will agree to the sale of the Myzone Belt to the Member on the terms and conditions set out in this agreement.
113. Payment can be made on either of the payment options detailed within this agreement.
114. He/she is 16 years of age or over and that, having understood the terms of this contract, and the Club's Terms and Conditions of Membership, agrees to abide by them.
115. The completion and submission of this signed agreement, and the acceptance to the relevant payment terms shall constitute a legally binding agreement between the parties.
116. In addition to these terms, the member agrees to abide by the Myzone Terms of Use (<https://myzone.org/legal/terms-of-use/>) and will strictly follow and abide by the MZ-3 user guidelines and FAQ's prepared by Myzone and provided to the member by the Club on purchase of the Myzone belt.
117. They use the Myzone belt entirely at their own risk. Myzone does not recommend using the Myzone belt during pregnancy.
118. If they suffer from a heart condition and/or are on medication which affects their heart or have an implemented electronic device (i.e. pacemaker), they will consult a qualified physician prior to using the Myzone Belt.
119. They enter into any activity at the Club and use the facilities at the Club and the equipment of the Club entirely at their own risk. Each member further accepts that in the absence of negligence on the part of the Club they will hold harmless the Club, its health and fitness specialists, instructors or employees, Directors, servants or agents (including any independent contractors) from all damages, claims or liabilities resulting from, but not limited to, injury or death incurred, or arising from any activity undertaken at the Club premises.
120. Data is held in accordance with the Club's Privacy Notice which is available at [www.kings.gg/privacy-notice](http://www.kings.gg/privacy-notice).
121. The Myzone belt strap has a 3 month warranty period from the date that the Myzone belt detailed above is registered online at <https://myzone.org/>.
122. The Myzone belt module has a 3 month warranty period from the date that the Myzone belt detailed above is registered online at <https://myzone.org/>.
123. Any claim under the warranties detailed in points 10 and 11 above need to be made directly with Myzone.

### **Single Payment (Up-Front Option - £120) Terms and Conditions**

124. Payment is due in full and in cleared funds on the signing of this agreement.

### **Hire Purchase Agreement (Monthly payment of Myzone Belt) Terms and Conditions**

125. The Myzone Belt remains the property of the Club until such time that payment under the terms of this agreement has been made in full and in cleared funds.
126. To pay all payments irrespective of actual usage of the Myzone Belt.
127. The up-front payment of £10 is made to the Club in full and in cleared funds on the signing of this agreement. A further 11 payments of £10 will become payable by the member to the Club on a monthly basis by direct debit commencing on the date advised at the top of this agreement.
128. Until such time as payment has been received in full and in cleared funds the member shall not be entitled to terminate the commitment to pay monthly payments in respect of this agreement.
129. In the event of a monthly payment not being made in any one month the member will be required to return the Myzone Belt to the Club and may incur an administration charge of £25 and have their belt deactivated by Myzone until such time that the default payment has been made in cleared funds. In the event of such a breach and should repayment not be made, the Club reserves the right to request the return of the belt and to instigate petty debt proceedings or to pass the debt on to a debt collection agency.
130. Once all payments under this agreement have been duly paid and provided that the member has not committed any breach of these terms and conditions, then title to the Myzone Belt will automatically pass to the member.
131. In the event of a member cancelling their membership with the Club before honouring this agreement in full, payment of any outstanding balance will become due in full with immediate effect and in cleared funds.
132. The Club reserves the right to cancel the Club's agreement with Myzone at any time. In the event of cancellation of the agreement with Myzone by the Club, the member shall have the option to take ownership of the Myzone Belt upon full and final payment of any remaining balance being paid in cleared funds.