



## **FULL TERMS AND CONDITIONS**

### **KINGS PREMIER HEALTH CLUB**

**Kings Premier Health Club is operated by Kings Life Limited (hereinafter referred to as "The Club") at the premises owned by Kings Property Limited (the "Premises Owner")**

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## **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. 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. These Terms and Conditions, where applicable, also apply to Guests and any other Site Attendees at all times whether using the facilities or not.

### **Part B – Rules and Regulations for using Facilities, Products & Services provided by The Club**

These Terms and Conditions apply to all our members, customers, service users and their guests and all other site attendees at all times whether using the facilities or not. They are necessary to make sure we can offer an enjoyable and safe environment during every visit and interaction with The Club, its employees and consultants for the use of its services, wherever those services may be provided.

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

|  |  |
|--|--|
| <b>You</b>                             | the lead member  |
| <b>Linked member</b>                   | anyone who is linked to your membership  |
| <b>Dependant</b>                       | a child under the age of 16  |
| <b>Your entire membership</b>          | your membership and the membership of your linked or dependant members   |
| <b>We and us</b>                       | Kings Life Limited   |
| <b>The Club</b>                        | Kings Premier Health Club and associated entities, including but not limited to Kids @ Kings, 1857 Sports Lounge & Bistro, Monkey Puzzle Limited and Kings Beauty Limited.   |
| <b>The Premises</b>                    | the premises where the Club is principally located, being Kings Road, St Peter Port, Guernsey  |
| <b>1857 Sports Lounge &amp; Bistro</b> | 1857 Sports Lounge & Bistro is defined as all areas associated with use within the clubroom, 1857 Sports Lounge & Bistro facilities, including but not limited to, the Lobby, Toilets, Private Dining Room, Balcony Terrace, Garden & Patio Areas, other Communal Areas, Kitchen Facilities and any other such grounds of the Club or such areas of the Property Company premises, whether authorised or not, that may be used as a consequence of use of 1857 Sports Lounge & Bistro. |
| <b>Kids @ Kings</b>                    | Kids @ Kings is defined as all areas associated with use within the Kids @ Kings facilities, including but not limited to, the Lobby, Toilets, 2 x Studios and External Balcony and any other such grounds of the Club or such areas of the Property Company premises, whether authorised or not, that may be used as a consequence of use of Kids @ Kings.  |
| <b>The Premises Owner</b>              | Kings Property Limited   |
| <b>Guest</b>                           | a person entering the premises with the intention of using the facilities (for example a non-member using a guest pass).   |
| <b>Site Attendees</b>                  | a person entering the Premises for whatsoever nature with or without the intention of using the facilities whether a member, guest or not, including Monkey Puzzle Limited, Kings Beauty Limited and any other entities.   |

### 1 RESPONSIBILITIES OF LEAD MEMBERS AND LINKED MEMBERS

- 1.1 Every person who signs the Membership Application and / or subscribes online will be jointly and individually responsible under this Agreement.
- 1.2 This means that:
  - (a) 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;

- (b) 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
- (c) 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.

1.3 The responsibility for the fees and charges of any linked member continues until:

- (a) The linked member's link with the lead member changes in any of the ways set out in accordance with clause 8 below; or
- (b) The linked member ends their membership by following the procedure in accordance with clause 14 below.
- (c) These rules also apply to anyone who makes an application online.
- (d) All of these terms and conditions of membership apply to you and all linked members unless we tell you otherwise.
- (e) You and all linked members must keep to the rules and regulations for using facilities set out in Part B.

## **2 NOTICE**

2.1 We calculate your membership in whole calendar months. This means that the following applies.

- (a) 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 31 August, which is when your membership will end and you will pay three more direct debits (on 1 June, 1 July and 1 August) after giving notice.
- (b) If you want to give notice, it must be in writing (addressed to the Membership Department at the Club).
- (c) 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.
- (d) 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:
- (e) If you send us notice by post, send it by recorded delivery (we will have to sign the delivery notice when we receive it);
- (f) If you hand your notice in at the Club, ask for a receipt; or
- (g) If you send us your notice by email, ask for a read receipt.

- 2.2 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.
- 2.3 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.
- 2.4 If we need to give notice to you:
- (a) It will be effective if we send it to the address or email address we have in the records we hold about you; and
  - (b) 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**

- 3.1 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. The Club reserves the right to change what facilities are available under any particular category of membership at any time and without notice. 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.
- 3.2 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.
- 3.3 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 dependants 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.
- 3.4 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. Provided that the appropriate membership fee has been paid, your nanny will be able to use the facilities when they are not with your dependant.
- 3.5 If you have a 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.
- 3.6 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 MEMBERSHIP 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 (defined in paragraph 4.1(c)) and will then continue indefinitely.
- (c) The 'initial period' is the later of:
  - (i) 12 full calendar months from the 1st of the month immediately following acceptance of your application; and
  - (ii) the full 12-calendar month period from the 1st of the month paying your full subscription rate not allowing for any period of promotional discount.
- (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 in accordance with clause 2.4 above.
- (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 paying up front are required to give 3 months' notice to terminate their membership prior to the end of their initial period.
- (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.

### **4.3 Student Memberships**

- (a) Student Membership is available to people between the ages of 16 and 22 years who are in full time education or who are undertaking an official apprenticeship scheme in Guernsey. All applications for Student Membership must be supported by a valid Student ID card, registered to the applicant. The acceptance of a Student Membership application is at the Club's sole discretion.
- (b) If a Student Member ceases full time education, completes their apprenticeship or reaches the age of 23, they are required to transfer their membership subscription to one of the alternative membership categories and pay any revised membership subscription charges at that time.



## **5 STARTING YOUR MEMBERSHIP**

- 5.1 You must undergo a Club Induction prior to using the 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). The Club Induction is mandatory so that you can familiarise yourself with the facilities and layout of the premises and are made aware of important information such as fire exits and notice boards the Club. This can either be done by way of a fast-track Club Induction which takes about 10 minutes, or you can opt to have a more detailed full Club Induction which takes approximately 40 minutes and includes a comprehensive tour of the facilities and thorough explanation of the fitness equipment within the gym areas. You will need to complete the appropriate Induction and Health Commitment Statement at the end of your Club Induction.
- 5.2 You will 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 Photographs may be required to be retaken periodically.
- 5.7 You must complete a PAR-Q Form (available at reception), or have completed the PAR-Q form when joining online.

## **6 MEMBERSHIP FEES**

- 6.1 Membership fees details are available at the Club's reception or on the Club's notice board and website.
- 6.2 Annual membership fees are due every year and covers the year to come.
- 6.3 You must pay for your annual membership by making one payment each year.
- 6.4 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.
- 6.5 Where you pay by direct debit we will ask your bank for your monthly payment around the first working day of each month.
- 6.6 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.
- 6.7 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.

- 6.8 Dates for which an annual membership cover will be confirmed by the Club upon accepting and processing your membership application or re-application.
- 6.9 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.
- 6.10 Rules and terms of all new applications must continue to be followed thereafter.
- 6.11 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.
- 6.12 Student Membership is available to people between the ages of 16 and 21 years who are in full time education or who are undertaking an official apprenticeship scheme in Guernsey. All applications for Student Membership must be supported by a valid Student ID card, registered to the applicant. The acceptance of a Student Membership application is at the Club's sole discretion.
- 6.13 If a Student Member ceases full time education, completes their apprenticeship or reaches the age of 23, they are required to transfer their membership subscription to one of the alternative membership categories and pay any revised membership subscription charges at that time.
- 6.14 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.
- 6.15 Day Rates are limited to the day of purchase and cannot be carried forward to the following day.

## **7 MEMBERSHIP CARDS / OTHER ACCESS DEVICES OR SYSTEMS**

- 7.1 Membership cards or other access devices or systems will be issued, where applicable, to all members 16 years of age or older and any physical access device must be presented upon arrival at the Club. Any card or access device knowingly being used by a person other than the authorised member may result in cancellation of the authorised user's membership without refund of the fees already paid.
- 7.2 Replacement of a lost card or other access device may be charged.
- 7.3 All lost cards or any other access device must be reported to reception immediately.
- 7.4 Membership cards and any other access devices remain the property of the Club and must be returned to the Club upon termination of membership.
- 7.5 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 or other valid access device.
- 7.6 Membership cards are not given to members under the age of 16.
- 7.7 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.

- 7.8 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.
- 7.9 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.
- 7.10 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**

- 8.1 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 in accordance with clause 4.1(b). By changing your membership a new membership agreement will commence which may mean an additional 'initial period' of 12 months will apply.
- 8.2 You may need to provide proof that you qualify for the new membership category you are applying for.
- 8.3 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**

- 9.1 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.
- 9.2 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)).
- 9.3 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).
- 9.4 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 – INCLUDING, WHERE APPLICABLE, GUESTS OF 1857 SPORTS LOUNGE & BISTRO**

- 10.1 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 behaviour is unreasonable, or if the guest fails to adhere to these membership terms and conditions or notices.
- 10.2 Unless otherwise advised, Members must accompany their guests at all times. Guests will not be admitted until the member is present unless authorised by the Club Manager or a Director.
- 10.3 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.
- 10.4 Guests must complete a Guest Agreement Form upon entry or subscribe to a Guest Membership online.
- 10.5 Guests will only be allowed to use the Club facilities once they have satisfactorily completed any required documentation and have undertaken a Club Induction.

- 10.6 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.
- 10.7 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.
- 10.8 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.
- 10.9 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.
- 10.10 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**

- 11.1 Youth Members are defined as teenagers aged 14 and 15 who are a dependant of a full adult member.
- 11.2 Youth Members must undergo a Club Induction as with all other adult members in accordance with clause 5 above.
- 11.3 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.
- 11.4 Youth Members are not allowed in the Sauna and Steam Room areas and must comply with adult only swim times within the pool area.

## **12 RULES PERTAINING TO VULNERABLE MEMBERS AND MINORS**

- 12.1 Vulnerable members are defined as members who are mentally or physically challenged.
- 12.2 Minors are defined as being under 14 years of age.
- 12.3 Parents and/or guardians must complete the Kings Child Registration Form in relation to a minor if such minor is to participate in the Club's activities as listed on the Child Registration Form.
- 12.4 Vulnerable members and minors are not allowed on the Premises without supervision by a parent or guardian at all times.
- 12.5 Vulnerable members and minors cannot be left on the Premises unattended by a parent or guardian unless attending an organised activity with sufficient adult supervision.
- 12.6 Vulnerable members and minors remain the responsibility of their parent or guardian at all times whilst on the Premises.
- 12.7 Vulnerable members and minors may not bring guests onto the Premises at any time.
- 12.8 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.
- 12.9 Vulnerable members and minors may not use the Sauna or Steam room at any time.
- 12.10 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.

- 12.11 Parents and guardians are fully responsible for the behaviour of vulnerable members and minors in their care at all times whilst on the Premises.
- 12.12 Vulnerable members and minors who abuse the Club and its facilities may jeopardise the admission rights of the whole family.
- 12.13 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.
- 12.14 Minors are not permitted in the Indoor Pool before 10:30am and after 5:00pm Monday to Thursday (6:00pm on Fridays), and before 11:30am on Saturday and Sunday. These times are subject to change without notice.
- 12.15 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 14, they become a Youth Member and are able to use the Club's facilities in accordance with clause 11 above. When the Youth Member 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.
- 12.16 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.
- 12.17 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**

- 13.1 The Club, Kids @ Kings, 1857 Sports Lounge & Bistro and the Premises Owner 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 gross negligence, wilful default or fraud.
- 13.2 The Club, Kids @ Kings, 1857 Sports Lounge & Bistro, Monkey Puzzle Limited, Kings Beauty Limited and the Premises Owner do not accept liability for the injury or death of any member, dependant, guest or any other site attendee that may happen:
  - (a) on the Premises or within the grounds of the Club; or
  - (b) in the course of the Club's provision of off-site services away from the Premises.

### **14 ENDING YOUR MEMBERSHIP**

- 14.1 If your membership has no linked members, only you can give notice to end it.
- 14.2 If your membership has linked members, the following rules apply for ending membership:
  - (a) 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.

- (b) 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.
  - (c) If your membership is ended, it automatically ends the membership of all linked members.
  - (d) Individual adult linked members can end their own membership by giving us notice.
  - (e) You can end the membership of individual linked dependants by giving us notice.
- 14.3 The notice periods and the restrictions on giving notice in the initial period are set out in 'Membership types'.
- 14.4 You must continue to pay your membership fees until your membership ends.
- 14.5 Your membership will end at the end of your notice period.
- 14.6 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**

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

## **16 CANCELLING YOUR MEMBERSHIP**

- 16.1 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 your membership immediately and permanently from the Club in our absolute discretion without recourse.
- 16.2 We may also cancel your entire membership in the following circumstances.
- (a) 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.
  - (b) If, with your knowledge or permission, another person uses your membership card or other access device or system to get into the Club.
  - (c) If, with a dependant member's knowledge or permission, another person uses that dependant member's membership card or access device or system to get into the Club.
  - (d) 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.
  - (e) If we receive any complaint about your behaviour 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.
  - (f) 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**

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 Cancelling your direct debit does not mean you have given us notice to end your membership. You must give us written notice.
- 17.6 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 full Joining Fee and any waived or reduced membership subscription(s).

## **18 CHANGING YOUR MEMBERSHIP FEES AND THIS AGREEMENT**

- 18.1 We may increase membership fees at any time and without notice.
- 18.2 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, PRODUCTS, SERVICES AND ACTIVITIES**

- 19.1 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.
- 19.2 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).
- 19.3 If we decide to permanently withdraw any of the Club facilities we will endeavour to give you reasonable notice by displaying a notice on the Club noticeboard.
- 19.4 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.
- 19.5 If we have to close facilities of the Club for reasons outside our control, we will try our best to provide other facilities.
- 19.6 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**

- 20.1 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.
- 20.2 If you have a complaint please go to Reception and complete a Comments and Suggestions Form or email your complaint to [info@kings.gg](mailto:info@kings.gg).

## **21 DATA PROTECTION**

- 21.1 We comply with the Data Protection (Bailiwick of Guernsey) Law, 2017.
- 21.2 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**

- 22.1 We welcome your dependants 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/are behaving unreasonably, we have the right to speak to you or the dependant(s) about this.
- 22.2 If your dependant(s) behave(s) 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 in our absolute discretion, without recourse or reimbursement for the unexpired portion of the membership.

## **23 BREACH OF TERMS AND CONDITIONS**

- 23.1 If you are found in breach of any of these Terms and Conditions the Club and its management will take appropriate action.



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

### DEFINITIONS THAT APPLY TO PART B

|  |   |
|--|---|
| <b>You</b>                             | any person using the Club facilities under your membership  |
| <b>Linked member</b>                   | anyone who is linked to your membership   |
| <b>Dependant</b>                       | a child under the age of 16   |
| <b>Your entire membership</b>          | your membership and the membership of your linked members   |
| <b>We and us</b>                       | Kings Life Limited  |
| <b>The Club</b>                        | Kings Premier Health Club and associated entities, Monkey Puzzle Limited and Kings Beauty Limited, including but not limited to Kids @ Kings and 1857 Sports Lounge & Bistro.   |
| <b>1857 Sports Lounge &amp; Bistro</b> | 1857 Sports Lounge & Bistro is defined as all areas associated with use within the clubroom, 1857 Sports Lounge & Bistro facilities, including but not limited to, the Lobby, Toilets, Private Dining Room, Balcony Terrace, Garden & Patio Areas, other Communal Areas, Kitchen Facilities and any other such grounds of the Club or such areas of the Property Company premises, whether authorised or not, that may be used as a consequence of use of 1857 Sports Lounge & Bistro |
| <b>Kids @ Kings</b>                    | Kids @ Kings is defined as all areas associated with use within the Kids @ Kings facilities, including but not limited to, the Lobby, Toilets, 2 x Studios and External Balcony and any other such grounds of the Club or such areas of the Property Company premises, whether authorised or not, that may be used as a consequence of use of Kids @ Kings.   |
| <b>The Premises</b>                    | the premises where the Club is principally located, being Kings Road, St Peter Port, Guernsey   |
| <b>The Premises Owner</b>              | Kings Property Limited  |
| <b>Guest</b>                           | a person entering the premises with the intention of using the facilities (for example a non-member using a guest pass).  |
| <b>Site Attendees</b>                  | a person entering the Premises for whatsoever nature with or without the intention of using the facilities whether a member, guest or not, including Monkey Puzzle Limited, Kings Beauty Limited and any other entities.  |

### 1 GENERAL HEALTH AND SAFETY

- 1.1 As your safety is our main priority, we do not allow crockery or glasses outside of the internal areas of 1857 Sports Lounge & Bistro unless we have organised this.
- 1.2 We do not allow pets (except for registered working assistance dogs with the prior approval of the management) in the Club.
- 1.3 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.

- 1.4 Fire exits are clearly marked throughout the Club. If there is a fire or if you hear the fire alarm you are to comply with the Club's Fire Safety Policies and any and all instructions given by staff. If no staff member is present, you should make your way out of the Club immediately through the nearest possible exit to the advertised assembly points in the car park and on Tennis Court 4.
- 1.5 If you suffer an accident or injury on the 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.
- 1.6 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 1857 Sports Lounge & Bistro), at all times. We can prevent you from entering the Club or ask you to leave if we think that your behaviour or appearance is not suitable. For the avoidance of doubt, exercising without a top on in the Outdoor Fitness Zone (or any other area excluding the pool facilities) is strictly prohibited.
- 1.7 You should not use the Club if you have an infectious illness or condition.
- 1.8 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).
- 1.9 For reasons of health and safety all members must abide by the following:-
  - (a) to replace any equipment after use;
  - (b) to shower before entering the pool areas, steam room or sauna; and
  - (c) to ensure that the consumption of food and beverages (other than water) remains within the 1857 Sports Lounge & Bistro facilities and premises.
- 1.10 Alcohol may only be consumed within 1857 Sports Lounge & Bistro (bar area and adjacent designated areas as defined in section 12 below). 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. No alcohol is to be purchased, brought for, consumed or given to anyone under the age of 18.
- 1.11 With the exception of 1857 Sports Lounge & Bistro, the use of any facilities is strictly prohibited whilst under the influence of alcohol.
- 1.12 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.
- 1.13 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.
- 1.14 Rest facilities for pregnant women or nursing mothers are available within 1857 Sports Lounge & Bistro.
- 1.15 You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities you should get advice from relevant medical professionals and follow that advice.
- 1.16 If you have an illness or disability, you must follow any reasonable instructions to allow you to exercise safely.
- 1.17 You should let us know immediately if you feel ill when using our equipment or facilities.

## **2 YOUR DEPENDANTS' HEALTH AND SAFETY**

- 2.1 Dependants aged 13 or under must be supervised at all times by a member over the age of 18, including within 1857 Sports Lounge & Bistro and any designated play areas. However, this may 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').
- 2.2 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 1857 Sports Lounge & Bistro.
- 2.3 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.
- 2.4 We may provide a crèche for dependants. 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.
- 2.5 You must not bring your dependant into the Club or childcare facilities if they have an infectious illness or condition.
- 2.6 Dependants under the age of 8 must use the changing room with adult supervision.
- 2.7 Dependants age 8 and over 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.

## **3 CAR PARK**

- 3.1 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.
- 3.2 We do not guarantee that parking is always available at the Club.
- 3.3 You park and use the car park at your own risk. Neither the Club nor the Premises Owner accepts any liability for any loss, theft 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.
- 3.4 We reserve the right to enforce our Terre A L'Amende at any time where you are not using the Premises or facilities. We also reserve the right to clamp your car or other vehicle if deemed necessary. Such decision lies exclusively at the Club's sole discretion.

## **4 SWIMMING POOL, SAUNA, STEAM ROOM AND SPA**

- 4.1 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.
- 4.2 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.
- 4.3 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.

- 4.4 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.
- 4.5 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.
- 4.6 You are not allowed to use snorkels, masks, fins, flippers, radios or lilos in the Club pools.
- 4.7 You are not allowed to shave, exfoliate (remove dead skin), use conditioners or eat in either of the Indoor or Outdoor Pools, Jacuzzi, Steam Room or Sauna.
- 4.8 You are not permitted to use any oils or essences, apart from those provided by the Club, within the Sauna or Steam Room.
- 4.9 Dependants aged three and under or who are older but not potty trained, must wear swimming nappies.
- 4.10 No shoes are permitted to be worn in the Pool Area. An additional pair of clean flip flops is permitted.
- 4.11 Dependants aged 13 and under must be accompanied and supervised in the pool area by a member over the age of 18.
- 4.12 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.
- 4.13 Dependants under the age of 8 can only use the Jacuzzi if supervised in the Jacuzzi by an adult member.
- 4.14 Dependants aged 15 and under cannot use the pools or pool area during adult-only swim times.
- 4.15 One adult cannot supervise more than three dependants at one time.

## **5 LOCKERS**

- 5.1 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.
- 5.2 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.
- 5.3 We are not responsible for personal property stored in any of the lockers. All bags must be kept in lockers and are not permitted to 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.
- 5.4 If you find lost property, you must hand it into the Club reception immediately.

## **6 GYM AND FITNESS FACILITIES AND SERVICES**

- 6.1 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.

- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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).
- 6.7 Members, Guests and other Site Attendees are advised that strobe lighting, flashing images and flashing video content is played regularly within the Immersive Cycling Studio which may affect people who are susceptible to photosensitive epilepsy or other photo sensitivities. Viewer discretion is advised.
- 6.8 You are responsible for monitoring your own condition. If you suffer any unusual symptoms, you must immediately stop the activity.
- 6.9 Only qualified professionals employed by the Club are permitted to coach or train any persons on the Premises.
- 6.10 Lone users of the Outdoor Fitness Zone must report to Reception prior to entering the area. Any lone user will need to advise staff of the approximate duration they wish to use the area for. Regular staff checks will be performed to ensure the welfare and safety of a lone user throughout the duration of their time in this area.

## **7 BOOKINGS**

- 7.1 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.
- 7.2 Bookings for courts and classes can be made up to seven days in advance by members.
- 7.3 Bookings cancelled more than 24 hours prior to the start time are permitted and no charge will be incurred. Thereafter a charge may apply.
- 7.4 Spectators must remain outside the court/exercise areas.
- 7.5 No coaching is allowed, other than by an employed Club professional, unless previously authorised in writing by the Operations Director.
- 7.6 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.
- 7.7 'No show' courts will be let 10 minutes after the booking time.
- 7.8 Maximum time for booking a Tennis Court at any one time is 2 hours.
- 7.9 Maximum time for booking a Squash Court at any one time is 40 minutes.

7.10 Participants must arrive for bookings in good time.

## **8 PHOTOGRAPHS AND VIDEOS**

8.1 You may not use cameras, video cameras and camera phones on the 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 HEALTH CLUB OPENING TIMES**

9.1 The Club is open from 06.00-21.00 Monday to Thursday, 06.00-20.00 Friday and 08.00-18.00 on Saturday and Sunday.

9.2 The Club is closed Christmas Day, Boxing Day and New Year's Day.

9.3 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

9.4 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.

9.5 Club facilities will start to close 20 minutes before the Club officially closes. These times may change from time to time without notice.

9.6 Members must vacate all changing rooms 5 minutes prior to the Club closing.

## **10 SERVICES PROVIDED OFFSITE**

10.1 At the discretion of the Club, services may be provided off site, away from the Premises.

10.2 These Terms and Conditions will continue to apply notwithstanding the location of the services.

10.3 By providing services at any location outside the Premises, the Club makes no warranty as to the safety, or suitability of such location, and accepts no liability for any accident, injury, death, loss of property or other loss or injury that may occur at such location. You attend such location entirely at your own risk.

10.4 If the services are provided at your home or another location supplied by you, you warrant that such location is a safe environment and that you have all relevant insurances in place as may be required for the location to be used for such services. You agree to indemnify the Club in respect of any injuries, illness or death experienced by any Club employees or contractors at such location as a result of the provisions of services at that location.

## **11 OTHER RULES**

11.1 You are responsible for reading information on the notice boards and must adhere to any notices displayed at the Club.

11.2 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. For the avoidance of doubt, exercising without a top on in the Outdoor Fitness Zone (or any other area excluding the pool facilities) is strictly prohibited.

11.3 The Club and the Premises Owner do not accept liability for damage, theft 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 gross negligence, wilful default or fraud.

- 11.4 The Club and the Premises Owner do not accept liability for the injury or death of any member, dependant or guest that may happen:
- (a) on the Premises or within the grounds of the Club; or
  - (b) in the course of the Club's provision of off-site services away from the Premises.
- 11.5 Each Member, Guest(s), Site Attendee(s), Customer(s), Service Users(s), Applicant(s) and Club user(s) hereby agree with immediate effect that they shall not at any time, directly or indirectly, (i) solicit, call upon, hire, accept business from or encourage any person to leave the employment of the Club, or (ii), divert or attempt to divert any business from the Club, or (iii), recruit or otherwise solicit or include, or enter into or participate in any plan or arrangement to cause any employee of, or otherwise performing services for, the Club to terminate his or her employment with the Club.
- 11.6 The Club cannot take responsibility for the loss of any money or personal property of members, guests or site attendee, however caused.
- 11.7 Members, guests & site attendees shall obey any posted signs.
- 11.8 All payments for ancillary products and services must be made at Reception. It is not permitted to pay Club employees directly.
- 11.9 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.
- 11.10 Only food and drink purchased in the Club can be eaten in 1857 Sports Lounge & Bistro.
- 11.11 During peak hours the Club reserves the right to restrict duration of use of the equipment.
- 11.12 The unauthorised promoting and marketing of any goods, products and/or services whatsoever of any nature within the Club by Members and/or their Guests in any form in and around the Premises is strictly prohibited unless authorised and agreed in advance and in writing by a Club Director.
- 11.13 All attendees of 1857 Sports Lounge & Bistro, whether Kings Members or not are bound by these Terms and Conditions and other 1857 Sports Lounge & Bistro Terms of Use and Policies, as amended from time to time.
- 11.14 All attendees of Kids @ Kings, whether Kings Members or not are bound by these Terms and Conditions and other Kids @ Kings Terms of Use and Policies, as amended from time to time.