

TERMS AND CONDITIONS

INTRODUCTION

To help you get the best out of YMCA health and wellbeing facilities and to understand our responsibilities to you and your responsibilities to us, please read these terms and conditions.

YMCA St Paul's Group facilities include Health & Wellbeing Hubs, Centres and services including, leisure centres, gyms, swimming pools, community centres and other types of facilities as acquired and operated by us. Please remember that if you sign up to any of our online facilities or groups, extra terms and conditions may apply.

The language we use should make these terms and conditions as clear as possible. If you have any questions, a member of our team at your club 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 child members whose memberships are linked to other members and child 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. 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 your centre.

By agreeing to these terms, you acknowledge that in entering into this agreement you are not relying on any promise, assurance, statement, representation, warranty or understanding except as expressly provided in these terms and conditions together with your membership form or online application, form your overall agreement with us.

YMCA St Paul's Group reserves the right to alter the rules, fees and membership prices and available facilities at any time and for any reason. Any changes will be published on the YMCA St Pauls Group website. If you have any questions or need to contact us in relation to your membership, please ask a member of our team at any of our facilities or services. These terms replace any previous terms and conditions.

Part A – TERMS AND CONDITIONS OF MEMBERSHIP

Definitions that apply to part A:

You – the member

Your membership – your membership and the membership

We and Us – YMCA St Paul's Group

Your centre – the YMCA centre which you have applied to join.

1. Responsibilities of members:

- 1.1 Your agreement with us commences on the start date set out on your membership agreement form or the nominated date chosen when joining online.
- 1.2 Members are responsible for paying both their membership fees and any additional charges which are not covered by their membership category.
- 1.3 All new members should complete the Get Started programme as this will provide the best possible introduction to using our gyms and Health and Wellbeing facilities. Participation in the Get Started programme is compulsory for any member who has not used a gym before or is under the age of 18.
- 1.4 If you are over 18 years of age and do not complete the Get Started programme due to failing to attend or opting out then you waive any legal recourse that arises from your participation in any following fitness session.
- 1.5 All members must adhere to the rules and regulations when using YMCA facilities set out in Part B.

2. Types of membership:

- 2.1 We offer monthly, annual and fixed term memberships. Please note that not all memberships are available at all centres or services. Please check with the centre or service you wish to join for further information.
- 2.2 On commencement of membership, members are entitled to a 14 day cooling off period to terminate their membership. Such a cancellation must be confirmed in writing. No refund on paid pro-rata or joining fees will be refunded.
- 2.3 The facilities or services available to you, the amount you pay and the times when you can use the facilities or services will depend on the type of membership you have chosen and the home H&W centre you join. The membership type you have selected will be shown on your membership agreement form or selected by you when joining online.
- 2.4 Members of YMCA Wimbledon, YMCA Surbiton, YMCA Hawker and YMCA Walthamstow are able to access other YMCA St Paul's Group Centres i.e. YMCA Wimbledon, YMCA Surbiton and YMCA Hawker. Details can be found on YMCA St Paul's Group Website.
- 2.5 If you are a Hampton Pool member, YMCA Wimbledon and YMCA Walthamstow Loyalty member or a YMCA Walthamstow or YMCA Wimbledon Annual Member you have to pay to use other YMCA St Paul's Group H&W facilities.

Direct Debits:

- 2.6 Direct debits are debited on the 1st of the month unless stated and agreed otherwise. If you join a centre during a calendar month, then the subscription for that month will be payable on a pro rata basis according to the number of days remaining in that month. When we refer to month in these terms, we mean a full calendar month. A full calendar month starts on the first day of the calendar month and finishes at the end of the last day of that calendar month.
- 2.7 The Joining Fee (if one is payable) and first month's membership fees are collected from you by us either by Debit / Credit card at time of purchase. Joining fees are applied to cover the initial administration costs associated with setting up a new membership and direct debit agreement.
- 2.8 Y our second direct debit for monthly membership fees only will be collected one month after you joined. Subsequent direct debits for monthly membership fees will be collected monthly thereafter. Each payment made is not refundable under any circumstances.
- 2.9 You must continue to pay your monthly membership fee regardless of how frequently you use the facilities. This is a rolling contract and the payments will continue monthly until you have cancelled your membership and notified us of your cancellation in writing using the correct procedure.
- 2.10 In the event your direct debit fails, then we will ask for the payment that month over the counter when you next visit one of our Health and Wellbeing centres. Failure to pay will result in your entry being denied until your account is brought up to date. If, despite us having notified you of a missed payment, further payments are missed, we reserve the right to either suspend or terminate your membership, upon having given you written notice of our intention to do so.

Monthly membership prices:

- 2.11 From time to time we may need to increase the price of membership. In line with Bacs Regulations we will give you 10 working days' notice of any incoming price increase and will make it very clear when the price increase will take effect and how much your membership will cost after the increase.
- 2.12 During this period, you will have your usual right to terminate your membership in accordance with these membership terms and conditions. If you do not terminate the membership by the date given to you in the notice, then the price of your membership will be increased in accordance with our notice.

Joining online:

- 2.13 Please note to join online you must be over the age of 16. If you are under 16 and wish to join the gym please contact the relevant centre directly.
- 2.14 If you are wanting to join online under a concessionary or student membership then evidence of your entitlement for this membership will need to be viewed at one of our centres.
- 2.15 Not all membership options will be available online, if you wish to enquire about other membership options then please speak to a membership adviser at one of our centres.

Transferring membership:

- 2.16 Your membership is personal to you. You cannot transfer it to another person and it is not refundable.
- 2.17 If you misuse your membership (e.g. by letting someone else use your membership card to gain access into one of our Health and Wellbeing centres), then it could result in your membership being terminated.
- 2.18 We reserve the right to refuse applications or renewals of membership and can terminate any membership at any time. In the case of a membership being terminated by us, it shall be at the sole discretion of us as to whether any of the membership fees are refundable unless this is within the 14 day cooling off period.
- 2.19 11 to 17 year olds can use the gyms at any YMCA St Paul's Group Health and Wellbeing facility.
 - 11-15 years: Children using the gym must be accompanied and supervised by their Parent/Guardian or Carer at all time. Parent/Guardian/Carer must remain on site and take full responsibility for them during their work out. The Parent/Guardian/Carer must attend 2 Teen Gym Get Started programme appointments with their Child. They must accompany their child throughout the visit and maintain full responsibility for their child.
 - 16-17 years: Young people may use the gym unaccompanied or unsupervised after the completion of the Get Started programme;
 - 16-17 years: Young people may attend adult Group Exercises classes unaccompanied after the completion of the Get Started programme.

3. Membership Cancellation:

- 3.1 Cancellation of membership paid by monthly direct debit must be submitted in writing by the member both to their Bank and the Membership Department. A full calendar months' notice is required to cancel your membership.
- 3.2 If you have opted for the Loyalty Memberships at YMCA Wimbledon or YMCA Walthamstow you are unable to cancel your membership until 6 direct debit payments have been paid. Annual memberships are only refundable within the initial 14 day cooling off period and only when the request to cancel is made in writing.
- 3.3 If you cancel your membership and wish to re-join at a later date, a joining fee will be charged. (This does not apply to swimming memberships at Hampton Pool).

Freezing membership:

- 3.4 Membership can be frozen once a year from 2 to 6 months free of charge. A cancellation / freeze form can be obtained from reception. A full calendar months' notice is required to freeze your membership. This must be submitted in writing.

14 day cooling off period:

- 3.5 As per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you are entitled to cancel your membership and receive a full refund of any fees paid within 14 days of completing your membership application form. This is called the cooling-off period. However, as per regulation 36 of Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you select to commence your membership immediately, or you ask us to start your membership early, you agree that if you subsequently cancel your membership within the 14 day period, you will be refunded any monies paid, less an amount for the membership you have already used commencing from the first day after joining.
- 3.6 To exercise this right you must inform us of this in writing (including email) by sending notification to your home facility Health & Wellbeing Manager.

4. Membership Cards:

- 4.1 A membership card is issued on joining.
- 4.2 Members are required to produce their membership card upon each visit. We retain the right to prevent access to anyone not able to present a valid membership card.
- 4.3 Loss of membership cards must be reported immediately. A replacement card will be issued as quickly as possible at a replacement card fee of £5.
- 4.4 Your membership is personal to you and you cannot transfer it to another person. You must not lend your membership card or token 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 our centres. If another person uses your membership card or token, we have the right to end your membership (as outline in section 2.18).
- 4.5 Membership cards shall remain the property of YMCA St Paul's Group and must be returned to us upon termination of your membership.

5. Complaints:

- 5.1 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 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.
- 5.2 If you have a complaint, you should first tell a member of staff at your centre. If you are not satisfied with their response, you should contact the manager on duty at your centre.

6. Liability:

- 6.1 YMCA St Paul's Group accepts no liability for any illness or injury resulting from or caused by members' use of the facilities however it may have been caused. YMCA St Paul's Group accepts no liability for any illness or injury from over exertion, aggravation of or precipitation of any medical condition caused by use of the YMCA facilities. All persons use the YMCA facilities on the understanding that it shall be at their own risk and members are strongly advised to seek medical advice before they begin any exercise at YMCA St Paul's Group H&W facilities.
- 6.2 No responsibility will be accepted by YMCA St Paul's Group for the loss or damage to property or valuables belonging to any member, even those which may be left in the lockers provided. 6.3 Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.

7. Data Protection:

- 7.1 YMCA St Paul's Group fully endorses and adheres to the principles of data protection, as set out in the Data Protection Act 2018.
- 7.2 All information will be treated as confidential and will be held securely for analysis and retrieval purposes in recognition of its confidential nature. We do not sell information about our members to others. It may be accessed by our authorised YMCA staff as well as third party service providers performing work on our behalf, but they may not use it for other purposes.
- 7.3 Unless we are legally required to do so, it will not be disclosed to any third parties without your consent. We may write to you to keep you updated on future events and promotions.

8. Force Majeure:

- 8.1 Neither Party shall be deemed in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the terms and conditions if the delay or failure was due to any cause beyond the either parties reasonable control. This includes circumstances such as, but not limited to, acts of God, explosions, actual or suspected terrorist attacks, floods, fire or accident, pandemics or additional waves of Covid-19, war or threat of war, sabotage, civil disturbance, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes or industrial actions or trade disputes or major works.
- 8.2 In the event of an extended shutdown and at our complete discretion we may vary or waive membership fees for a duration of time as we deem appropriate and reasonable in the event of a clause force majeure event.
- 8.3 In the event that any centre is required to close all or part of its facilities because of general refurbishment work or damage, refunds will not be made available unless the closure is for more than 15 days.

9. Third Party Rights:

- 9.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement.

10. Governing Law:

- 10.1 This agreement shall be governed and construed in accordance with the laws and jurisdiction of the courts of England and Wales.

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PART B – RULES AND REGULATIONS FOR USING FACILITIES

Definitions that apply to part B:

You – the lead member

Your membership – your membership and the membership

We and Us – YMCA St Paul's Group

Your centre – the YMCA centre which you have applied to join.

The time at which any or all of the facilities shall be available is at the entire discretion of YMCA St Paul's Group management. Any or all of the facilities may be closed for essential maintenance work, special functions or for any reasons which management may deem necessary. YMCA St Paul's Group will endeavour to give reasonable notice of the above.

YMCA St Paul's Group reserves the right to alter the rules, fees and membership prices and available facilities at any time and for any reason. Any changes will be published on the YMCA St Paul's Group Health and Wellbeing website and at individual centres.

1. General Health and Safety:

1.1 Your health and safety is our main priority, and therefore we ask all members to abide by the centre rules at all times. Members must at all times comply with any direction which the YMCA St Paul's Group staff may give to aid the safe and smooth operation of the fitness facilities and the convenience of all members generally.

1.2 To protect the safety of all members and guests, you must pay particular attention to all signs relating to health and safety in our centres. If you do not understand a notice or sign please ask one of our team members at the centre.

1.3 Fire exits are clearly marked throughout our centres. If there is a fire or if you hear the fire alarm, you should make your way out of the centre through the nearest possible exit to the advertised assembly point.

1.4 If you suffer an accident or injury on our premises, you must report it and the circumstances under which it happened to the manager on duty immediately.

1.5 For legal and health reasons, you must not smoke while using any of the centre facilities. Members should also not use any of YMCA St Paul's Group facilities whilst under the influence of alcohol, tranquilisers or drugs.

1.6 While you are at any of our centres, we expect you to behave appropriately, respectfully and politely, and dress appropriately, at all times. We can prevent you from entering our centres or ask you to leave if we think that your behaviour or appearance is not suitable.

1.7 You should not use the centre if you have an infectious illness or condition. Those with diabetes, heart disease, high/low blood pressure or any other medical condition which might be affected by using the facilities or programmes should seek guidance from their GP as to the advisability of them using the facilities and taking part in online classes.

2. Gym and fitness facilities:

2.1 Our aim is to help you achieve health and wellbeing goals, and we try to make this as much fun as possible. We know that everyone has different aims, levels of skill, tolerance and fitness, and so have a variety of services and equipment in place to support all our members.

2.2 Before you start using the gym at one of our centres, we ask that you complete the Get Started programme as this will provide the best possible introduction to using our gyms and Health and Wellbeing facilities. Participation in the Get Started programme is compulsory for any member who has not used a gym before or is under the age of 18.

2.3 Only qualified personal trainers will set you an exercise programme.

2.4 If you have any concerns about your physical condition you must not do strenuous physical activities without first getting medical advice.

2.5 To make sure you get the most from every activity that you do at our centres in the safest possible way, you should always make sure that you warm up properly and take time to cool down after your activity.

2.6 You should tell the health and wellbeing manager, a qualified instructor or a member of the membership team when you join about anything that is relevant to your physical condition. You should continue to keep this information up to date throughout your membership.

2.7 You are responsible for monitoring your own physical condition. If you suffer any unusual symptoms, you must immediately stop the activity and tell a health and wellbeing instructor or any other member of staff at the centre.

3. Swimming pool:

3.1 This section is compliant with guidance from the Royal Life Saving Society.

3.2 For health and hygiene reasons, you must make sure you shower before entering the pool.

3.3 You must at all times follow the rules and guidelines displayed in the centres and any instructions a lifeguard or manager gives you.

3.4 Suitable swimming attire must be worn at all times on our pool and sauna. Anyone found without appropriate clothing will be removed from the facility, and asked to wear more appropriate clothing next time they swim. If a member is removed multiple times for indecent exposure they might have their membership terminated.

3.5 You must not shave, exfoliate (remove dead skin), use oils or conditioners or eat in the pool or sauna.

Swimming Pool:

3.6 We may reserve the pool at certain times for adult-only swimming, aqua-aerobics classes, lessons or children's activities. We will always try to let you know beforehand about these sessions by putting details on the centre's noticeboard.

3.7 Items (such as floats and inflatable items) that may prevent other members from enjoying our facilities will only be allowed at set times (ask at reception for details).

3.8 Children aged three and under must wear swimming nappies.

3.9 Children aged 11 and under must be accompanied and supervised in the pool and the pool area by a member over the age of 18 or a nanny, even when a lifeguard is present. Children aged 10 and above can use the pool unaccompanied during family swim times when a lifeguard is present if they have passed our approved competence test and we have a record of it.

Sauna and Steam Room:

3.10 You should not use the sauna or steam for longer than the recommended time. The sauna is a dry sauna and therefore no water can be taken in at anytime.

3.11 Further guidance on sauna and steam room use is on display at the centres and is in accordance with UK Active.

Racquet sports facilities:

4.1 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 indoor courts).

4.2 Additional terms and conditions for racquet sports which are available on our website.

Lockers:

5.1 You bring all personal belongings to any of our centres at your own risk. We do not accept legal responsibility for any loss or damage to these items.

5.2 If you find lost property, you must hand it into reception immediately. We will hold items for three weeks only before giving them to charity or disposing of them.

Online Classes:

6.1 In the unlikely event that you incur a debilitating health event during your live streamed session you should prior to the start of that session consider how you would be able to contact emergency services or how someone would be able to contact them on your behalf.

6.2 Through the registration process and with your prior consent we have your contact details

stored securely. However, we may not know your precise location when you participate during each live streamed session and this may be different each time you take part in a session. Unless during that live streamed session you are able to verbally communicate your location to us it may not be possible for us to raise an alarm or notify emergency services on your behalf in the way we would if you were physically participating in a class in one of our centres.

6.3 Please ensure you only exercise if you are fit and well enough to do so.

7. Photographs and videos:

7.1 You may take photographs and video recordings for your own personal use provided that you keep to these guidelines below.

7.2 You must not take photographs or videos of any children under 18 other than your own or those you are taking care of.

7.3 Anyone who appears in your photographs or videos must be aware that you are filming them and you must get their permission first.

7.4 You must not take photographs or video recordings in a changing area, pool or sauna.

7.5 If another member is unhappy that you are filming them and makes a complaint to us, we may ask you to show us any images which you have taken in the centre and to delete them if appropriate.

7.6 Filming or taking photographs should stop immediately if asked to do so by a member of staff.

ANY DISPUTE OR DIFFERENCE WHICH MAY ARISE WITH REGARD TO THE INTERPRETATION OF THESE RULES SHALL BE DETERMINED BY THE CHIEF EXECUTIVE OF THE YMCA ST PAUL'S GROUP.

Last updated 30th May 2022