



### SUMMARY

Please note that this is a **brief summary of the terms and conditions of membership for Basingstoke Sport Trust** which encompasses Basingstoke **Sports Centre (BSC)** and **bstFitness Newbury (bstf)** and care should be taken to read the full document before agreeing to them.

- A '12 month membership' is a contractual obligation to pay the agreed price for a set period of twelve monthly payments by direct debit. Failure to do so may result in your membership being terminated and measures taken to collect the money owed. After 12 monthly payments, your membership will automatically roll-on into a contract-free membership unless requested beforehand.
- A "Paid up Front" membership is a contractual obligation whereby you agree to pay up front for 11 months and get 12 months usage of the Trusts Facilities. Please ensure it is your intention to use the facilities that form part of your membership, as there are no refunds associated with this offer.
- 'Zero memberships' – including bstFitness Newbury (bstf) memberships – have no fixed term, and may be cancelled at any time.
- To cancel your membership, please put your request **in writing to [members@mybst.org](mailto:members@mybst.org)**. 12 month contract memberships must give at **least one months' notice after month 11** of their contract. **Zero membership customers must give 7 days' notice**. Please note that this period excludes bank holidays.
- All members may only use the club subject to passing a **HEALTH COMMITMENT STATEMENT (HCS)**, or being certified as clear to use the facility by a Health Professional.
- Access to the club can only be granted through your valid membership card. Membership Cards must not be shared with anyone and as part of the joining process your photograph will be taken to confirm your identity when entering one of the Trusts Facilities.
- Should you breach our terms and conditions, we reserve the right to cancel your membership.
- All members must adhere to the club rules at all times.

### INTRODUCTION

To help you get the best out of Basingstoke Sports Trust and to understand our responsibilities to you and your responsibilities to us, please read through these terms and conditions. Please remember that if you sign up to any of our online facilities, corporate memberships or groups, other terms and conditions may apply. We have endeavoured to make these terms and conditions as clear as possible.

Each membership type comprises of one or more activities. Careful consideration should be given as to which type of membership is most appropriate to you. Cost and affordability should form part of this process. For example, depending upon the number of times you take part in activity at the Centre/Club it may be more affordable to take out a membership rather than pay for individual activities, or day passes, each time you visit. Current membership prices and individual activity/day pass prices are available on our website and at Reception. It is your individual choice and preference as to which membership you decide to purchase. It is important to note that should you choose a membership type where, for any reason whatsoever, you are unable to participate in all of the activities/services available there will be no reduction to the monthly fee/payment or compensation paid. Similarly,

should you become unable to take part in any activity included in your membership, for whatever reason, during the course of any membership there will be no reduction in fees. However, we will consider suspension, freezing, termination and/or changing to another membership type depending upon the circumstances.

To make these terms and conditions easy to read, we have divided them into two parts.

### **PART A – Membership**

All members must keep to the same terms and conditions, including adult, junior and child members whose memberships are linked to another member and junior and child members whose application form has been signed on their behalf by an adult.

### **PART B – Rules and Regulations for Using the Facility**

These terms and conditions apply to **all** our customers and their guests. They are necessary to make sure we can offer an enjoyable and safe environment for you, your guest and our other members to share during every visit to your club.

**These terms and conditions apply at all times and take priority over anything a member of our staff has told you. These terms and condition replace any previous versions.**

## **1. Part A – terms and conditions of membership**

### **Definitions that apply to part A and B**

**“Trust”** means Basingstoke Sports Trust (BST) trading as Basingstoke Sports Centre (BSC) and bstFitness Newbury (bstf).

**“Facility”** means the Club which you applied to join and is a member of.

**“BST” “us” “we” and “our”** means Basingstoke Sports Trust trading as Basingstoke Sports Centre (BSC), or bstfitness Newbury (bstf)

**Basingstoke “Full use of the facility”** means use of the Gyms, Pool, Health Spa, Racket Sports and Classes (virtual and instructed)

**Newbury “Full use of the facility”** means use of the Gyms, Pool, Classes and Sauna

**"Member" "you" and "your"** means on-going contract direct debit, card payers, paid up front annual and zero contract monthly members.

**"HCS”** –means the **Health Commitment Statement** completed by you at the Club.

**"Membership Number”**-means the number allocated to you at the time your membership card was issued.

**“Membership Card”**- means the membership card given to you. To enter and whilst in the club, you are required to carry this with you in order to access certain facilities and may be asked to produce it by a member of staff while in the club.

**“Membership Administration”** means Membership Administration, Basingstoke Sports Trust, Festival Place, Basingstoke, Hampshire RG21 7LE – Tel 01256 302 215 . Email: [members@mybst.org](mailto:members@mybst.org).

## 2. ACCEPTANCE OF MEMBERSHIP:

- a. The decision to accept the application of a potential member shall be at the sole discretion of the Trust.
- b. The Facility reserves the right to verify, or require proof of all information given in order to obtain membership and any fraudulent or wrongful information in order to obtain such membership, which has a material, negative effect on our decision whether or not to accept the application for membership, could result in the cancellation of all membership rights and lead to the repayment of monies owed to the Facility.
- c. Membership of a facility is a personal membership and cannot be assigned, transferred or otherwise disposed of without prior written consent of the Trust.

## 3. MEMBERSHIP OPTIONS: Basingstoke Sports Centre

Basingstoke Sports Centre offers 4 main types of memberships.

- I. Annual Contract paid by monthly Direct Debit
- II. Flexible members (Zero) paid by monthly Direct Debit
- III. Annual Paid Up Front (PUF) Membership
- IV. Corporate Membership

From time to time BSC may run separate membership offers and promotions. These offers and promotions are likely to have additional T&C's and should be read if purchasing a membership through an offer or promotion.

- a. **Premier Plus Annual Direct Debit** membership entitles you to full use of the **facilities**, on a monthly basis. This Membership contract is for a set of 12-monthly payments. After the initial contract period, this membership will become a monthly membership.
- b. **Premier Annual Direct Debit** membership entitles you to full use of the facilities, except racket sports, on a monthly basis. This Membership contract is for a set of 12-monthly payments. After the initial contract period, this membership will become a rolling monthly membership.
- c. **Just Gym Annual Direct Debit** entitles you to use of the Mixed Gym and if female, Shape Ladies Gym. This Membership contract is for a set of 12-monthly payments. After the initial contract period, this membership will become a rolling monthly membership.
- d. **Just Swim Annual Direct Debit** entitles you to full use of the swimming facilities only. This Membership contract is for a set of 12-monthly payments. After the initial contract period, this membership will become a rolling monthly membership. To use other facilities an additional fee will be charged, as shown in the latest price guide.
- e. **Just Rackets Annual Direct Debit** entitles you to full use of the rackets facilities only. This Membership contract is for a set of 12-monthly payments. After the initial contract period, this membership will become a rolling monthly membership. To use other facilities an additional fee will be charged, as shown in the latest price guide.
- f. **Senior Membership Annual Direct Debit** membership entitles to use of the facilities, except racket sports, on a monthly basis. This Membership contract is for a set of 12-monthly payments. After the initial contract period, this membership will become a rolling monthly membership. Members must be 60 and over at the date of purchase.

- g. **Senior Membership Plus Annual Direct Debit** membership entitles you to full use of the facilities, on a monthly basis. This Membership contract is for a set of 12-monthly payments. After the initial contract period, this membership will become a rolling monthly membership. Members must be 60 and over at the time of purchase.
- h. **Student Direct Debit** membership entitles you to full use of the facilities, except racket sports and the Health Spa on a monthly basis. The Health Spa is available to over 18 year olds at an additional cost. This Membership contract is for a set of 12-monthly payments. After the initial contract period, this membership becomes a rolling monthly membership, at which time confirmation of full time student status must be supplied. Confirmation of full time educational status will be required in order to remain on a student membership. Time and class restrictions apply – see **section 4 “Your Membership” and section 5 “Class /Court Bookings**
- i. **Teen Direct Debit** membership entitles you to full use of the facilities, except racket sports and the Health Spa on a monthly basis. The Health Spa is available to over 18 year olds at an additional cost. This Membership contract is for a set of 12-monthly payments. After the initial contract period, this membership will become a rolling monthly membership. Time and class restrictions apply – see **section 4 “Your Membership” and section 5 “Class /Court Bookings. This membership is for those up to the age of 18.**
- j. **Premier Apprentice Annual Direct Debit** membership entitles you to full use of the facility, except Rackets and Health Spa, on a monthly basis. The membership contract is set of 12-monthly payments. Further conditions apply – see **section 4m “Your Membership”**
- k. All the above Membership can be prepaid in full, which offers a discount, or on a Direct Debit Zero contract.
- l. BSC and bstfitness offer a 10 day money back guarantee, if purchased in-house on paid up Front and Contracts only memberships,. For all memberships purchased on-line a 14 day money back guarantee is offered. Outside of this period, memberships can be cancelled **See section 12 “Ending Your Membership”**.
- m. **There are no refunds offered or given for lack of use or leaving the area should you wish to cancel during the term of the membership.**
- n. BSC offers members on Direct Debit and PUF memberships the opportunity to suspend their membership. **See section 11 “Suspending Your Membership”**
- o. **Corporate and Cardiac Membership:** have additional set of terms and conditions
- p. **Health and wellbeing memberships** is available as a 9 month contract, requires the approval of the Fitness and Wellbeing Development Manager, has the same benefits as a Premier membership. This membership is payable by Direct Debit or Paid up Front.

#### 4. **YOUR MEMBERSHIP – Basingstoke Sports Centre**

- a. 12-month Contract and Annual memberships have a **“Price for Life”** so long as the **membership** is continuous. Should you decide to upgrade or downgrade your membership the **“Price for Life”** guarantee no longer applies to your original membership but to your new 12 month and annual membership. Zero contract memberships are subject to price increases.

- b. You must be 11 years of age or over to join the club. Members aged between 11 and under 14, must be accompanied by an adult or legal guardian.
- c. If under 18 years, all documentation must be countersigned by a parent or legal guardian.
- d. All members, except those purchasing a **Just Swim or Just Rackets membership**, must complete the **HCS** before you start using your membership and by completing the **HCS** confirms to us that you have no known condition, or currently undergoing any treatment that would prevent you from being capable of physical exercise in all material respects. During the term of your membership and every time you enter the Club, you warrant and represent to us that you have no medical conditions known that would indicate that you are not capable of all forms of exercise and that such exercise will not be detrimental to your health. If in doubt, it is **your sole responsibility** to consult a medical practitioner or to suspend your membership awaiting medical confirmation. We may then request that you complete a new HCS
- e. All members over the age of 18, except those purchasing a Just Swim or Just Rackets membership, are offered a comprehensive induction to instruct you on the safe use of the gym equipment. Should you decide not to undertake a Gym Induction, you will be asked to complete and sign an "Induction Waiver" form. BST will not accept any liability for any claim for personal injury if you use the gym equipment having not undertaken an induction from a qualified member of BST staff. Members who agree to complete an induction but fail to attend, or cancel their appointment, on more than 2 (two) occasions will have their access suspended until their induction has been completed. **BST will not refund Memberships Fees where a member's actions results in their access to the facilities being placed on suspension or cancelled.**
- f. All Students, including BCoT and QMC students, applying for student membership must supply a valid student registration document/identification or details that can be confirmed with your educational establishment. Student membership is only valid for students in **full-time education**.
- g. Your membership allows you to access the Club in accordance with the type of membership option that you have selected as set out above.
- h. We may assign the benefit of your Membership Agreement or the ownership of your Club to another operator, firm or company at any time without giving you notice.
- i. Your membership applies to you personally: you cannot lend, assign or transfer it to another person.
- j. We reserve the right to make or change minor points or amendments in this Membership Agreement without notice to you.
- k. Attending and participating in certain studio classes and/or Evolve or Shape Ladies Gym for certain age groups is restricted by age. These are:
- 11-13 yrs, attendance only with an adult member (normally legal Guardian/Parent) aged at least 18 years.
  - 14-15 yrs, attendance on own
  - 11-15 yrs, attendance as above only at classes suitable, i.e. Marked as for 11 yrs + on the **Class description information sheet**
  - 16 years and above, attendance at any class on own, subject to time restrictions
- l. **Student and Teen Membership: the following restrictions apply:**
- l. **Time:** Monday through to Thursday: up to 18:00hrs, with the last entry for the use of the Gym at 17:30 and the Pool and Studio 17:45 Friday, Saturday and Sunday: the opening hours of the facility

- II. **Class attendance:** See **section 5 CLASS/COURT BOOKINGS: Unlimited** for the appropriate restrictions. To use the Pool after 17:45, Students and Teens must purchase and obtain a ticket from Reception
- III. **Health Spa:** Over 18's can select to purchase an add-on, allowing them to use the Health Spa within the time restrictions of their membership. Outside of those membership restrictions, full price is payable

**m. Premier Apprentice membership:**

- I. Available to all those on a government approved apprenticeship contract and on the Apprentice National Minimum Wage, for their age group (proof required for both) as stated on the Government website <https://www.gov.uk/national-minimum-wage-rates>
- II. Membership to be applied for periods of 12 months at a time
- III. Apprentice Memberships will become a rolling monthly contract after any and each 12-month period, following documentary proof that the members complies with **4m(i)**
- IV. The only exception to **4m.ii** above is where a Zero Membership is terminated before 12 months has expired
- V. Zero Apprentice Memberships will also cease after any and each 12-month period with renewals in the same way as per **4m.vi** below
- VI. Apprentice Members will need to renew for any and each additional 12-month period and provide proof of entitlement (see **4m.i** above)
- VII. Apprentice Members under 18 years of age will require a parent/legal guardian counter-signature for the membership form, direct debit form (as applicable) and **HCS**
- VIII. Apprentice Membership is only available as a direct debit membership (12-monthly or Zero) or as a paid-up front membership. Monthly cash payments will not be accepted
- IX. Apprentice Membership provides access to the gyms and studio classes as per Premier Membership but excludes rackets and health spa
- X. Apprentice Membership can only be taken out within the Centre. There is no online joining option
- XI. As with all Memberships, the decision to accept the application of a potential member shall be at the sole discretion of the Centre
- XII. When an Apprentice membership expires the member, has 30 days after the end of their current membership to renew by providing current documentation stating they comply with clause **4m.i**

**5. CLASS/COURT BOOKINGS: Unlimited - Basingstoke**

- a. Premier Plus, Premier Membership and bstFitness Newbury membership entitle you to full use of classes on a monthly basis subject to the completion of a HCS. Your membership must be active and your account clear of debit
- b. Only three (3) classes may be booked at any one time and only two (2) pedal classes back-to-back. At BSC, only 1 badminton or squash court can be booked for a time slot. Only 2 courts can be booked back-to-back on any one day.
- c. Where a BSC Active member books a court/ activity area for non-members, and **where they do not participate in the activity themselves**, this may result in suspension or termination of said membership.
- d. Class (es) and Courts cannot be booked more than seven (7) days in advance. Any member making such a booking must participate in the activity.

- e. Classes can be booked on-line via the member booking portal at [www.mybst.org](http://www.mybst.org) . Members can link or unlink their online account at any time. Unlinking your online account does not cancel your membership. This can only be completed by referring to **section 12 “ Ending Your Membership”**
- f. Classes or courts booked less than 24 hours in advance must be paid for at the time of booking. There is no refund of this fee should the court or class be cancelled by the bookie.
- g. Virtual, non-instructor lead Classes are available to all memberships except Cardiac, Just Swim and Rackets. Student and Teen members must comply with **4 section h “Your Membership”**.

## 6. CANCELLATION OF CLASS AND COURT BOOKINGS - Basingstoke

- a. Classes booked must be cancelled no less than 4 hours before the class’ advertised start time. Court cancellation is 24 hours.
- b. Classes cancelled less than 4 hours before the class’ advertised start time **will be charged** a cancellation fee equal to the cost of the class, regardless of whether the space has been rebooked by another member or participant
- c. Courts cancelled less than 24 hours before the booking start time **will be charged** a cancellation fee equal to the cost of the court, regardless of whether the court is rebooked by another member or participant
- d. Courts or classes will be marked as “non-attended” **10 minutes** after the start time if the ticket is not collected and will be charged at the activity rate.

## 7. MEMBERSHIP OPTIONS – bstFitness Newbury (bstF)

bstFitness Newbury offers 5 main types of membership (see section 4).

- I. Flexible membership (Zero) paid by Direct Debit
- II. Annual Paid up front (PUF) Membership
- III. Senior (over 60’s) (Zero) paid by Direct Debit or PUF
- IV. Student (Zero) paid by Direct Debit
- V. Corporate Membership by Direct Debit or PUF

From time to time bstF may run separate membership offers and promotions. These offer and promotion are likely to have additional T&C’s.

- a. **Zero Contract Direct Debit** membership entitles you to full use of the facilities, on a monthly basis. This Membership contract is on a Direct Debit Zero Contract basis. Annual prepaid (paid upfront) entitles you to full use of the facilities at the Club for a 12-month period. Zero monthly memberships cannot be suspended or frozen.

## 8. YOUR MEMBERSHIP – bstfitness Newbury

- a. Bstfitness Newbury is a cashless facility. Any payments to the club must be paid by either credit or debit card.
- b. All bstf Memberships have a “price for life” so long as their membership remains continuous.
- c. You must be 16 years of age or over to join the club.
- d. If under 18 years, all documentation must be countersigned by a parent or legal guardian at the club.
- e. All members must complete the HCS before you start using your membership and by completing the HCS confirms to us that you have no known condition, or currently undergoing any treatment that would prevent you from being capable of physical exercise in all material respects. During the term of your membership and every time you enter the Club, you warrant and represent to us that you have no medical conditions known

that would indicate that you are not capable of all forms of exercise and that such exercise will not be detrimental to your health. If in doubt, it is your sole responsibility to consult a medical practitioner or to suspend your membership awaiting medical confirmation. We may then request that you complete a new HCS

- f. All members are offered a comprehensive induction to instruct you on the safe use of the gym equipment. Should you decide not to undertake a Gym Induction, you will be asked to complete and sign an "Induction Waiver" form. BST will not accept any liability for any claim for personal injury if you use the gym equipment having not undertaken an induction from a qualified member of BST staff. Members who agree to complete an induction but fail to attend, or cancel their appointment, on more than 2 (two) occasions will have their access suspended until their induction has been completed. **BST will not refund Memberships Fees where a member's actions results in their access to the facilities being placed on suspension or cancelled.**
- g. We may assign the benefit of your Membership Agreement or the ownership of your Club to another operator, firm or company at any time without giving you notice.
- h. **All Students**, applying for student membership must supply a valid student registration document/identification or details that can be confirmed with your educational establishment. Student membership is only valid for students in **full-time education**.
- i. **All Senior** members must be 60 and over at the date of purchase.
- j. Your membership applies to you personally: you cannot lend, assign or transfer it to another person.
- k. We reserve the right to make or change minor points or amendments in this Membership Agreement without notice to you.
- l. PUF members can suspend or freeze their membership as per section **11 "SUSPENDING YOUR MEMBERSHIP"** of these T&C
- m. **bstfitness Newbury Corporate Memberships**:- have an extra set of terms and conditions

### **8.1 Car parking at bstfitness Newbury**

- a. You are only entitled to use the Club car Park if you are a member and while you are using the Club facilities. You must only use the designated spaces. If you do not have a disabled badge you must not park in the spaces reserved for disabled badge holders.
- b. In order to ensure the car park is limited to bstf Newbury members, an Automatic Number Plate Recognition (ANPR) system is in operation.
- c. The maximum period for which you are allowed to park is 2 hours 30 minutes.
- d. There is a 15 minute drop off and pick up grace period.
- e. All car park users have to register their cars registration number on the Car Parking Tablet, located in Reception. You must register your vehicle registration number on each visit to the Club and within the 15 minute grace period.
- f. Failure to enter you cars registration number into the tablet will result in an automatic parking charge being issued by the parking company for non-compliance.
- g. We do not guarantee that car parking is available at bstf Newbury.
- h. You park in the car park at your own risk. We do not accept liability for any loss or damage to your car, or personal belongings in it, or your failure to register your cars registration number into the tablet, while you are parked in the car park.

### **9. CLASS BOOKINGS: Unlimited – Newbury**

- a. Classes can be booked on line via the member booking portal at **www.mybst.org** . or via the eKiosk at Reception. Members can link or unlink their online account at any time. Unlinking your online account does not cancel your membership. This can only be completed by referring to section 10 " Ending Your Membership
- b. Classes cancelled less than 2 hours before the class' advertised start time **will be charged** a cancellation fee equal to the cost of the class, regardless of whether the space has been rebooked by another member or



participant. There is no charge when cancellations are made more than 2 hours before the class start time. Cancellations can be made at Reception or via your online account

- c. Class (es) cannot be booked more than seven (7) days in advance. Any member making such a booking must participate in the activity.

#### 10. PAYMENT OF FEES: (ALL SITES)

- a. Certain categories of memberships do not include rights to a use all facilities. Facilities not so included may be provided at an additional charge at the Clubs discretion at the Casual Fees in force at that time. Details included in each category of membership are available on the Trusts' website.
  - b. By completing the application form, be it online or in the Club, and agreeing to be bound by these terms and conditions you agree to pay all membership and other fees on time.
  - c. In addition to your monthly, annual prepaid, daily usage, extra add on package or other membership fees, we will also charge you a Joining fee. This Joining fee will be displayed either on the website or explained in the Club and is non-refundable.
  - d. Contract Memberships Initial fees: The Joining Fee and your first month's membership fees are collected from you by us by Debit or Credit Card, Cash or Cheque, Basingstoke or Debit and Credit card at bstf Newbury, at the point of application. Your subsequent Direct Debit payments for monthly membership fees will be collected from you on the First (1st) of the month
  - e. Zero Contract Direct Debit Memberships: The Joining Fee and your first month's membership fees are collected from you by us by Debit or Credit Card, Cash or Cheque or Debit and Credit card at bstf Newbury, at the point of application. Your subsequent Direct Debits for monthly membership fees will be collected from you on the First (1st) of the month, depending on your original joining date. Failure to pay the second and subsequent monthly membership fees within fourteen (14) days of the date of the monthly direct debit will result in the membership being cancelled.
  - f. Your membership fees are subject to periodic increases unless you have Price for Life.
  - g. All payments made are non-refundable under any circumstances, except in relation to the Direct Debit Guarantee.
10. Your membership commences on the date you specified when you joined. Therefore, payment for the services are also due from this date. In order to get started as swiftly as possible, it is your responsibility to contact the Club to arrange to collect your membership card, complete a Health Commitment Statement and if your membership includes a gym induction, complete either a Gym Induction or sign a Gym Induction Waiver form. Failure to do this will not affect, stop or prevent payment for the services, which is non-refundable.

#### 11. SUSPENDING /FREEZING YOUR MEMBERSHIP (ALL SITES)

- a. Only annual contracted Direct Debit membership may suspend their membership at any time, in blocks of one month notice in writing to the membership administrator. A fee of £10.00 per month is chargeable instead of your monthly membership charges. Membership cards must be returned to the Club.
- b. Zero memberships cannot be suspended
- c. Any 12 month Paid up Front (PUF) memberships can be suspended in blocks of one (1) month free of charge up to a maximum of 6 months.
- d. Any suspended months will not count towards your minimum term contract
- e. You may wish to consider suspending your membership for any of the following reasons: Long term holiday and/or travel, University Students (**term time only**) and Military Personnel

- f. University Students who suspend in term time only, will not be liable for the £10.00 per month suspension fee
- g. All notification to Suspend must be made in writing by submitting a "Request to Suspend Form" at least 7 days before the date of your next Direct Debit payment.
- h. Suspended members must return their membership card. This will be reissued when the suspended membership is reactivated.
- i. All Annual Memberships can be frozen due to sickness, injury or pregnancy, in blocks of four months, with the relevant paperwork, up to a maximum of 12 months.
- j. Contact the Membership Administration Department for further details.

## 12. ENDING YOUR MEMBERSHIP: (ALL SITES)

- a. In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013, you may cancel **your new membership within fourteen (14) days if you joined online, or ten (10) days if you joined in the Centre (Contract and Paid up Front only), without giving a reason but you must inform us by contacting the Membership Administration Department. Outside of this period, the following applies.**
- b. **12 Month Contracts:** You can cancel your membership after the contract period, 11 months from the date of joining by informing the Membership Administration Department in writing with 1 months' notice. **We strongly advise that when you give written notice to end your membership:**
  - If you send us notice by post, please send by recorded delivery as we will have to sign for it when it is delivered
  - If you hand it in at your club, please request a receipt, or:
  - If you send in by email; [members@mybst.org](mailto:members@mybst.org) request a delivery receipt
- c. **Zero contracts:** You can cancel at any time after the payment of the first month's fees and the joining fee by giving the Membership Administration Department **7 days'**(excluding Bank Holidays and Christmas), notice in writing.
- d. **MEMBERSHIPS (BASINGSTOKE AND NEWBURY) CANNOT BE CANCELLED VIA THE TRUSTS WEBSITE [WWW.MYBST.ORG](http://WWW.MYBST.ORG). OR ANY OF THE TRUSTS SOCIAL MEDIA PLATFORMS. MEMBERS CAN ONLY CANCEL THEIR MEMBERSHIP BY CONTACTING THE MEMBERSHIP ADMINISTRATION DEPARTMENT AND CANCELLING THEIR DIRECT DEBIT AT THE BANK.**

## 13. CANCELLATION BY US (ALL SITES)

- a. We may cancel your membership without notice if you commit a material breach of this agreement including, but not limited to, a breach of the Club Rules, abuse or threatening behaviour or vandalism or other illegal activity.
- b. We may cancel your membership without notice if you continually fail to cancel classes/courts in accordance to clauses **6 or 9 "Cancelling Classes** depending on your Club.
- c. We may cancel your membership with immediate effect should your Club permanently cease operation. In these circumstances, we may consider providing a pro rata refund for membership fees already paid in respect of any period after the cancellation date.

## 14. FACILITIES AND SERVICES: (ALL SITES)

- a. In order to gain access to the Club you must provide and use your Membership Card at all times.
- b. Details of the Facility current opening hours are displayed on the Facility. The Club may need to change the opening hours. If the Club needs to do this it will, where reasonably possible, display notice on the Facility notifying members of the change in opening times. The Club shall endeavour to **give two (2) weeks'** notice prior of the change in opening times but, where this is not possible, it will endeavour to give reasonable notice of such change.
- c. All activities provided are subject to availability, and our programme as advertised. We may sometimes need to postpone, alter, cancel or introduce new activities temporarily or permanently at any time for any reason, including in response to customer feedback and/or to withdraw equipment and/or facilities for any reason including but not limited to maintenance, repair and alteration. We will, where reasonably possible, display notices in the facility advising you of the change **at least one (1) week beforehand**. Your Membership will generally provide you with access to more than one facility or activity which will enable you to select an alternative should your regular facility become unavailable to you temporarily or permanently at any time for any reason. **We will not reduce or refund any Membership Fees because of or in response to such unavailability of facilities, whether or not this is due to the programming of activities and classes, but if we make a significant change you may cancel your agreement in accordance with clause 12 "Ending Your Membership"**.

## Part B – rules and regulations for using the clubs, facilities and activities

### 1. CLUB RULES:

- a. You must familiarise yourself with the Club Rules before you use the facilities. The Club Rules are displayed on the website. We may cancel or suspend your membership without notice should you break these rules.
- b. You must not lend, loan, gift or make available to use in any way your Membership Card to any other person whatsoever.
- c. You must not jump over the turnstiles at any time for any reason. Failure to comply will result in the cancellation of membership.
- d. Access to the club is via the turnstile and / or the swiping of your membership card. Failure to produce your membership card may result in a) delays getting into the club, and b) delays getting into certain facilities within the club.
- e. The failure to produce your membership card on more than 3 occasions may result in the cancellation of your membership card. A new card will be issued at a fee of £3.00.
- f. You must wear appropriate clothes and footwear in the Gym. No jeans or denim or flip-flops are permitted in the Gyms and trainers must be worn at all times.
- g. Equipment must be wiped down after use.
- h. Weights and weight-stacks must not be dropped, and all loose weights and discs must be replaced after use.
- i. Lockers are provided for use when at the Club. Any contents left in lockers overnight will be removed and donated to charity should they remain unclaimed for more than one (1) month.
- j. Only tote bags are allowed on the gym and studio floor at any time. All other bags must be stored in the lockers provided in the changing areas.
- k. You must not abuse the equipment or facilities of the Club (you will be liable to pay for any negligent or deliberate damage to property).
- l. You must not behave in a violent, rude, intimidating or threatening way or in a manner which distresses or causes discomfort to other members and staff.
- m. The use of cameras whilst on the premises is not permitted unless written permission has been obtained from the Head of Business Development or the General Manager at a bstFitness facility.
- n. Smoking and the use of E-Cigarettes is not allowed in any part of the Club. Possession of alcohol, narcotics or other mood-altering substances is not permitted, neither is the use of the Club whilst under the influence of any of these substances.

- o. We may refuse admission to or ask you to leave the Club should we reasonably believe that you have broken any club rules. No refund will be given should you be asked to leave the Club under such circumstances.
- p. Members must secure their personal belongings on their person or place and secure them in the lockers provided by us at all times whilst using the Club's facilities. Your property is left in these lockers entirely at your own risk.
- q. You are responsible for ensuring that you correctly operate or use any facilities and/or equipment (including adjusting levels or settings) which we provide. Should you be in any doubt about how to correctly operate any equipment, you must consult one of our gym staff before use.
- r. All 1:2:1 Coaches work for the Trust and as such all payments made for 1:2:1 Coaching must be made via the Club and not to the Coach directly. Any member seen paying a Coach directly may have their membership revoked.
- s. The Club does not allow any member or guest to conduct any Personal Training/Coaching or Instruction on the premises unless authorised to do so through our Personal Training/Coaching/Instructor scheme. For details of approved and validated personal trainers/coaches/Instructors please speak to a member of the operational staff. Any members suspected of personal training/coaching/instructing will have their membership cancelled forthwith.

## **2. SWIMMING POOL, SAUNA, SPA AND STEAM ROOM**

- a. You must at all-time follow the pool, spa, sauna and steam-room rules and guidelines displayed in the Club, available at reception and any instructions a lifeguard or manager gives you.
- b. We may reserve the pool at certain times for adult-only swimming, aqua-aerobics classes, lessons or children's activities. We will always try and let you know beforehand about these sessions by advertising them within the Centres and on line at [www.mybst.org](http://www.mybst.org).
- c. You are not allowed to shave, exfoliate (remove dead skin), use oils or conditioners or eat in the pool, spa, steam-room or sauna.
- d. You should not use the sauna for longer than the recommended time.
- e. The leaving of belongings in changing cubicles unless they are being used is **not permitted**. Items left unattended will be treated as lost property.

## **3. DATA COLLECTION:**

- a. In the course of your membership, the Club may collect certain personal information about you including personal details, financial details and information about your health. We will use this information for the purposes of managing your membership and communicating with you.

- b. You will be given the opportunity to “opt in” to marketing communications. However if you subsequently wish to opt out you can do via the website or through unsubscribing by email.
- c. You have the duty to keep your personal information up to date and to inform us of any significant changes.
- d. We will limit access to the processing of and use of your personal information by our employees and management who may, from time to time, require its use for marketing or other services. In addition, from time to time, we may need to make your personal information available to third parties such as legal authorities.
- e. Please contact the Data Protection Officer of the Trust if you have any questions or concerns about how we will use and store your personal information or if you wish to exercise your right to access, modify, object to the use of or request the deletion of your personal information. The Trusts GDPR and web site policy is located on the Trusts website [www.mybst.org](http://www.mybst.org)
- f. We reserve the right to take photographs of our facilities (which may include you, provided your inclusion is incidental) for press and promotional purposes.
- g. As a member of our Club, you acknowledge that you have read and understand the provisions of this section and that you agree that we may collect, use, process and disclose your personal information as described.

#### **4. Wi-Fi TERMS AND CONDITIONS**

- a. While in their Centres, members have the use of free Wi-Fi.
- b. Wi-Fi usage is governed by a separate set of terms and conditions, which can be located on the Trusts website - [www.mybst.org/terms](http://www.mybst.org/terms) or can be collected on a paper leaflet at Reception.

#### **5. GENERAL**

- a. Our failure to enforce any of our rights at any time, for any period and for whatever reason will not be construed as a waiver of such rights; neither will any failure to identify or act upon your breach of the terms of this agreement be deemed to be an affirmation by us that your behaviour is acceptable.
- b. Where a provision of this agreement is deemed to be invalid or unenforceable by any English Court, the provision will be deleted but such deletion will not affect the validity and enforceability of the remaining provisions.
- c. We may assign or transfer the benefit of this agreement and our obligations under it, to any other legal entity at any time without notice to you.
- d. Members acknowledge, understand and accept that Basingstoke Sports Trust do not consent to, or comply with, requests for Do Not Resuscitate (DNR) Orders, also known as Do Not Attempt Resuscitation (DNAR) and Do Not Attempt Cardiac Respiratory Resuscitation (DNCPR).

- e. All and any Intellectual Property Rights in or arising out of or in connection with the services provided or in relation to this agreement shall be owned by Basingstoke Sports Centre.
- f. Except as permitted by this clause, the Contracts (Rights of Third Parties) Act 1999 are excluded.
- g. Except where permitted by this agreement, neither party may alter the terms and conditions without the written agreement of the other party and no written or oral representation by either party will serve to modify or amend these terms and conditions in any way.
- h. This agreement shall be governed by English law and the English courts shall have exclusive jurisdiction to deal with any disputes arising in relation to it.

## **6. FORCE MAJEURE**

- a. For the purposes of this agreement, a Force Majeure Event means an event beyond the reasonable control of Basingstoke Sports Centre including but not limited to strikes, lock-outs or other industrial disputes (whether involving Basingstoke Sports Centre or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- b. Basingstoke Sports Centre shall not be liable to you as a result of any delay or failure to perform its obligations under this agreement as a result of a Force Majeure Event.
- c. Should the Force Majeure Event prevent Basingstoke Sports Centre from providing any of the services for more than 90 days, Basingstoke Sports Centre may, without limiting its other rights or remedies, have the right to terminate this agreement immediately by giving written notice to you.