

Aspire@Southfields
MEMBERSHIP TERMS & CONDITIONS
April 2019

These terms and conditions ("Terms") set out the agreement between Aspire@Southfields ("Us", "We", "Our") and You when You pay for a Membership with Us and/or use Our facilities. Aspire facilities include gym, swimming pool, sports halls, 3G artificial turf pitch, studios, outdoor courts, outdoor rock climbing wall, classrooms, and drama rooms plus other types of facilities as operated by Us. Facilities are generally owned by Southfields Academy and are managed by Us after school and during holidays on their behalf. There may be additional terms and rules which apply to a particular facility and You should familiarise yourself with these. You are advised to read these Terms and rules carefully. By continuing with Your application and whenever You use Our facilities, You confirm that:

- You understand and accept all of the Terms below and you will adhere to any local rules. Acceptance of Your application and any subsequent withdrawal of Membership are at Our absolute discretion.
- By agreeing to these Terms, You acknowledge and agree 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.
- Where a Term is generic this applies to all customers, however some of the Terms and Conditions will only apply to specific members, memberships or activities and may not be relevant to all customers.

1. Financial commitment

1. The start-up payments, the membership plan and the associated upfront lump sum membership fees, and the initial membership pass you have chosen are set out on the membership form and information provided during application.
2. Our memberships are annual memberships and are available for an initial minimum term of 12 months.
3. At joining, Members can elect a membership pass that includes an early termination option after 3 days.
4. Memberships can be paid upfront by lump sum only.

5. We may decide to increase our membership fees, but your fees will not increase in your term of membership (unless you do not provide ID for a membership type that requires it). We will give you a minimum of 14 days' notice of any fee change. If you pay your membership fees upfront as a lump sum payment, we will only review your membership fees when your membership is due for renewal.

2. Change in circumstances

1. You can cancel your membership at any time if your circumstances change to such an extent that we are satisfied it is not possible for you to continue to use our facilities (for example, due to medical reasons, if you are made redundant or if you move to an area which is more than 5 miles from our centre). To cancel your membership for medical reasons, you will need to give us notice (see term 3.1 below) and provide the documents we ask for as proof of the change in your circumstances. To cancel your membership for non-medical reasons you must provide suitable written proof of your change in circumstance.
2. You can also cancel your membership if we break these terms and conditions.
3. We can cancel your membership if:
 - A. You have broken the centre's rules or any terms of this contract.
 - B. For any other reason if we consider it necessary to end your contract.

3. Annual membership term and cancellation

1. You can cancel your annual membership within 10 days of joining, provided that you have not used the centre's facilities on more than one occasion.
2. Your membership will automatically end once you have completed this term, unless you choose to renew your membership.
3. You can ask to cancel your membership and give us notice by providing your membership details: in person at the centre, by calling 020 8875 2603, or by completing the 'contact us' form on our website at www.aspiresouthfields.com/contact. We will send or give you confirmation once we have processed your

cancellation. This could be by email, letter or a receipt from the centre, depending on how you tell us you want to cancel your membership. Please tell us if you do not receive this. We are entitled to keep any membership fees we receive if you have not cancelled within cancellation period (see term 3.1.) and you have not given us valid notice to cancel your membership.

4. Miscellaneous terms

1. Members must be 16 or older to use the fitness suite facilities and attend fitness classes. Membership can be acquired for under 16s with family membership only, however the use of facilities will be restricted to swimming pool and outdoor rock climbing wall use only.
2. You agree to provide a recent photograph for the purposes of your membership and to comply with centre's opening hours, use of facilities and your conduct. We may change centre's rules if this is reasonably necessary.
3. Due to the needs of Southfields Academy or any other requirements, there may be occasions where we have to close all, or part of, the centre. In such circumstances, you will not be entitled to any partial or full refund. We will endeavour to advise you in advance where possible, unless the issue is urgent or an emergency. Where possible we will try to ensure that any such closures are kept to a minimum.
4. There may be occasions where we have cancel and/or completely remove classes from services offered. In such circumstances, you will not be entitled to any partial or full refund of your annual membership fee. You may only be entitled to either partial or full refund of your monthly membership pass if the number of classes (any) offered is fewer than 7 per week. Where possible we will try to ensure that any such closures are kept to a minimum.
5. We will not be liable for or responsible for any failure to perform any of our obligations under this agreement which are caused by any event that is outside our reasonable control.
6. Our staff, agents and subcontractors are not medically qualified so if you have any doubts about your fitness or capability to exercise, we strongly recommend that you get advice from a doctor first. Please be aware that although our

swimming pool is under constant supervision, if you have a medical condition that may affect your safety or wellbeing, we strongly advise you are accompanied whilst swimming. For safety reasons, you are responsible for correctly using all facilities and reading signs displayed. We strongly advise that all members complete an induction to the gym and you should ask for one if we do not offer you one. If you are not sure how to use any equipment, always ask a qualified member of staff.

7. Personal trainers (PT) at our centre are self-employed and any service they provide or any other third party provides is a contract between them and you. We will not be liable for, or responsible for any monies paid to a PT or other third party. PT and other third party services are arranged directly with the trainer or third party and not with ourselves.
8. We will not be liable to you for any loss, damage or theft of any property you bring onto our premises which happens while the property is not locked away in a locker.

5. Information about us

1. The centre operating under the brand 'Aspire at Southfields' and 'Aspire Centre' is respectively owned and operated by Aspire@Southfields (company number 08068707) which is a company registered in England and Wales.
2. If you have any questions or if you have any complaints please contact us. You can contact us by telephoning Aspire Team at 020 8875 2603.
3. We can make reasonable changes to these terms and conditions at any time (see website for latest version). These terms were last updated on 30/04/2019.