



MEMBERSHIP TERMS & CONDITIONS

Introduction

We are Chigwell Mitre Enterprises or “CME”, a private limited company (No 02683149) and our registered office is Chigwell School, Chigwell, Essex, IG7 6QF. We are a subsidiary of Chigwell School and are responsible for managing the sports facilities on its behalf.

You can contact us at:



sportandwellness@chigwell-school.org



0208 501 6150



FAO: Memberships, Chigwell Sports & Wellness Centre, High Road, Chigwell, IG7 6DP

These membership terms and conditions apply to all categories of membership. They become binding once we have confirmed your membership application has successfully completed, at which point a contract will exist between you and us and your Membership starts. Your membership will then be activated and available to use within 14 days or if you ask us to start your membership early - immediately (upon your request).

1. Apply to become a Member

Anyone can apply to become a Member of the Chigwell Sports & Wellness Centre (the “Centre”). Adults may purchase an Adult Individual, Adult Joint or Child Membership subject to the different requirements below. We also offer Junior Memberships as outlined below.

- Adult Standard: Available to those aged 16 and over.
- Adult Old Chigwellian: Available to ex-students aged 16 and over, who were formerly students of Chigwell School.
- Joint Adult Standard: Available to a pair of adults aged 18 and over who live at the same address.
- Joint Adult Old Chigwellian: Available to ex-students aged 16 and over, who live at the same address only one member has to be a former student of Chigwell School.
- Junior: Available to be used by children under the age of 18 during specified sessions, where an adult (aged 18 or over) has parental responsibility for a child member under the age of 11 and has an **existing**, Adult Membership.

To become a Member you must join online, this is available from [Select a membership - Memberships | GladstoneGo](#) select your membership type, make your first payment and if applicable a joining fee. You must take care to ensure your application is accurate and that the details you provide us remain up to date.

We reserve the right to reject Membership applications. For example, where we cannot verify your age, if you are applying for a Child Membership but do not hold parental

responsibility for the child, or if we are unable to accommodate new members based on current numbers. This is not an exhaustive list. To qualify for an Old Chigwellian membership or joint membership documents must be provide upon your first visit to verify this membership purchased.

Memberships are purchased for a Minimum Period of 3 months. After the Minimum Period, this contract will automatically renew monthly until either you or we cancel.

2. Membership benefits

Once your membership application has been accepted, Members are entitled to use the facilities as follows:

| | Adult Standard | Adult Old Chigwellian | Joint Adult | Joint Old Chigwellian | Junior |
|------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|------------------------------------|
| Gym | Unlimited* | Unlimited | Unlimited | Unlimited | Selected programmed sessions |
| Fitness Classes | Unlimited (subject to availability) | Unlimited (subject to availability) | Unlimited (subject to availability) | Unlimited (subject to availability) | Not available |
| Swimming Pool | Unlimited | Unlimited | Unlimited | Unlimited | Selected programmed sessions |
| Tennis Court/Badminton | Once per week | Once per week | Once per week | Once per week | With an Adult Member once per week |

*Please note, "Unlimited" means no prior booking is required and no additional fee is due to use the facility during our normal, operational hours. It does not mean that the facility is available 24/7. Availability is also subject to class and group bookings.

Parts of the Centre may be exclusively booked for visiting hirers/groups and the programme of activities may change periodically. Such changes will be communicated on our website and posted around the Centre and social media channels, but for specific dates and times - please check with Reception.

To book a Fitness Class or use of the Tennis Courts, please do so at Reception, up to 7 days in advance. Places are subject to availability depending on the class size.



The Centre will usually be open as follows:

- **Term Time**

Monday 6am to 830am & 6pm to 10pm

Tuesday 6am to 9am & 6pm to 10pm

Wednesday 6am to 9am & 6pm to 10pm

Thursday 6am to 845am & 6pm to 10pm



Friday 6am to 8.45am & 6pm to 10pm
Saturday (8am – 6pm) Sunday (9am – 6pm)

- **School Holiday Periods**

Mon – Fri (6am – 10pm) Saturday (8am – 6pm) Sunday (9am – 6pm)

Opening hours will change during the holiday periods and Bank Holidays. Notification will be via the website and notices in the Centre where you can also find details on the school term time and holiday periods.

Please note: there may be occasions when we have to close all or part of the Centre, or to delay or cancel some activities or Exercise Classes, for example due to maintenance works or sickness. We will endeavour to keep any disruption to a minimum and to provide as much notice as possible.

Where you have paid in advance for a specific activity or Exercise Class which has been cancelled by us, we will do our best to offer you a rescheduled session. Where this is not reasonably possible, we will refund the cost of the session to you. However, you will not be entitled to a refund of part of, or all, your Membership Fees in such circumstances.

When booking on to an Exercise Class it is expected that you will arrive on time for the programmed session, If you arrive after the start time, for your safety, the instructor may refuse entry to the class.

3. Membership Fees

The cost of each Membership can be found on our website: <https://chigwellswc.org/memberships/>. At the time of publication, these are:

- Adult Standard: a non-refundable £35 joining fee and then £65 per month.
- Adult Old Chigwellian: a non-refundable £35 joining fee and then £50 per month.
- Joint Adult Standard: a non-refundable £70 joining fee and then £125 per month.
- Joint Adult Old Chigwellian: a non-refundable £70 joining fee and then £90 per month.
- Junior: a non-refundable £15 joining fee and then £9 per month.

The joining fee 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 recurring card payment agreement and entitle the Member to an induction/meet and greet session, bookable in centre.

Your second RCP for monthly Membership fees only will be collected one month after you joined. Subsequent RCP's for monthly Membership fees will be collected monthly on the same date as the month you joined.

You can choose to pay 1 year's Membership fees in advance you will benefit from not paying a joining fee if you choose this option. Note should you wish to cancel this membership at any time you would be bound to pay the minimal three months contract period, plus the joining fee for this particular membership and give 30 days payable notice of cancellation.



Guest Passes

Guest Passes area available to purchase from Reception.

Subject to purchase, Adult Members may bring up to two guests to the Centre each day – at specified times (see Reception for details). Guests are entitled to attend the Centre on the day of purchase. Guest passes entitle visitors to use the gym, the pool and the tennis/badminton courts with a paying member.

4. Changes to the Membership Fees

Each year we will review the Membership Fees in June and may increase the Membership Fees with effect from September. We will give you at least 6 weeks' notice of any upcoming price increase, explaining when it will take effect and how much your membership will cost going forward.

During this notice period, you have the option to cancel your membership by giving 1 month notice. This contract will then terminate at the end of your notice period, before the proposed fee increase takes effect, and you will no longer have access to the Centre's activities and facilities from the end of your notice period.

If you do not opt to cancel by the date identified by us in our notice, then your Membership Fee will automatically increase in accordance with the terms set out in our notice.

5. Contract Term & Cancellation

Your statutory right to cancel in the first 14 days

You have the right to cancel this contract within 14 days of us having confirmed your membership application has successfully completed. You can cancel immediately and for any reason, but you must inform us of your decision to cancel by a clear statement (e-mail). All emails must give at least 30 days notice of cancellation and after the first three month initial period and be sent to memberships@chigwell-school.org confirmation of cancellation will be sent to you in writing, via email.

Where you cancel within the first 14 days, you are entitled to receive a full refund of any fees paid. However, we are allowed to deduct costs where you have already received the benefit of services prior to your cancellation, and these are set out below.

If you have not activated your Membership within the first 14 days, we will retain 100% of the joining fee and refund you 100% of the monthly fee. The joining fee represents the costs we incur in processing your membership application and administering your membership account.

If you select to activate your Membership immediately and you then cancel within the first 14 days of this contract, we will:

- retain 100% of the joining fee;



- retain a proportion of your monthly membership fee which reflects those days when your Membership was active;
- refund to you the remainder of your monthly membership fee – to reflect those days you have not used by the point you informed us of your decision to cancel.

If you have chosen to pay 1 year's Membership Fees in advance, we will:

- retain 100% of the joining fee;
- retain a proportion of your monthly membership fee which reflects those days when your Membership was active. This will be charged at 100% of the Membership Fee and we will disapply the joining fee cost that was offered in exchange for early payment
- refund to you the remainder of the annual membership fee – to reflect those days you have not used by the point you informed us of your decision to cancel.

Refunds will be made within 14 days after the day when you informed us of your decision to cancel and will be made using the same means of payment you used for the initial transaction.

Your right to cancel after the first 14 days

After the first 14 days, you may cancel at any time after the first 3 months provided you give us at least 1 months' notice to cancel.

Notification must be received on or before the day of the recurring card payment for the cancellation to become effective for the following month. Cancellations received after this date will not become effective until the following month.

Where you have chosen to pay 1 year's Membership Fees in advance, we will refund you for unused months on an annual membership, but we will disapply joining fee that was offered in exchange for early payment. We will retain 100% of the Membership Fees up to the end of your notice period and return the remainder to you within 14 days of the end of your Membership.

Our right to cancel

We may bring this contract to an end and cancel your Membership:

- by giving you 3 months' notice for any reason;
- after giving you 7 days' notice that you have failed to pay the Membership Fees;
- on reasonable notice where:
 - you fail to follow our reasonable instructions;
 - you fail to abide the relevant membership rules and policies at the Centre;
 - you unreasonably refuse to cooperate with us.
- **immediately** in circumstances where you have deliberately supplied us with false information or have allowed others to use your Membership without our consent;
- **immediately** in circumstances where there is a significant risk of harm or danger to you, our staff, our members or other visitors to the Centre, which we have been unable to resolve after making reasonable adjustments



If we terminate this contract, we will notify you of our decision in writing and handle any refund due in the same manner as if you had given us notice to cancel.

6. Liability – responsibility for when things go wrong

Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any event that is outside of our reasonable control. We are not liable where loss or damage is attributable to your own fault.

We do not accept liability for damage or loss to your property that occurs at the Centre, other than where this arises from our negligence or our failure to take reasonable care. If such loss, damage or theft is caused by the negligent acts or omissions of us, our agents, employees or subcontractors, our liability to you will be limited to £5 million

We are not liable for any loss or damage relating to a business loss. For example, where this relates to your trade, business, craft or profession.

7. General Terms

We do not offer membership suspension – as all Memberships can be cancelled after the first 3 months, on 1-month notice.

There are other terms and conditions that will apply where you purchase paid-for activities such as the Swimming School or the additional hire of facilities, outside the scope of your Membership benefits.

All member's data will be processed in accordance with Data Protection law as described on our Data Privacy Notice, available on our website at <https://chigwellswc.org/wp-content/uploads/2023/11/Chigwell-School-Privacy-Notice.pdf>

We may assign or novate this contract to a third party on notice to you. You cannot assign, novate or subcontract your rights or obligations under this contract.

Any dispute regarding these Terms and Conditions shall be determined by the law of England and the parties agree that any dispute is subject to the exclusive jurisdiction of the English courts.



Example Cancellation Notice

If you wish to cancel this agreement we ask that you do so in writing and deliver personally or send (which may be by electronic mail) this notice to the person named below. You may use this form if you want to but you do not have to.

To: memberships@chigwell-school.org

I wish to cancel my [MEMBERSHIP TYPE] dated [INSERT DATE].

Signed:

Name and address:

Date: