



NPL Sports Club Terms and Conditions

1. Introduction

1.1 Your agreement is with us, NPL Sports Club, (NPLSC)(Charity No. 1177436) which also trades as Bushy Park Sports Club.

1.2 These terms and conditions form part of your agreement with us, and replace any previous terms and conditions.

- 1.2.1 the terms of club use described in sections 1.3 and 1.4 below together form a legal, binding agreement between you and us, so please make sure that you read them carefully and understand them. If you have any questions, please ask a member of our team.

1.3 You, and all of your guests, must comply with and agree to the rules and regulations that apply at the NPLSC (the Terms of Club Use).

1.4 All our memberships are annual memberships and start from the first date of signing up and payment

2. Starting your agreement

2.1 Your agreement commences on the day you sign up .

2.2 When your membership starts, you will need to make the payments set out on the membership agreement. You will not be a member until you have uploaded your relevant information.

3. Type of membership

3.1 We offer various types of membership depending if you want to be a member of the Chairty, join one of our sports sections and/or join our fitness classes. Sports and fitness membership is only available to Charity members.

4. Membership

4.1 Membership of the NPLSC Charity entitles you to visit the Pavilion, walk in the grounds, receive club communications and vote at the club AGM). Current membership fees can be found on the website.

4.2 To join the fitness section, an additional fitness membership is required. This entitles you to use the club and its facilities and to book on to the fitness section programme. Additional charges will apply for classes and details of these and the fitness membership fees can be found on the website.

4.3 To join the sports section, an additional membership is required costing £40. This entitles you to use the club and its facilities, to book onto the fitness section programme and to join one or more of our sports sections. Additional charges will

apply for classes and details of these and the sports membership fees can be found on the website.

4.3 During your membership, you must pay your membership fees whether or not you actually make use of the club or our facilities and services.

5. Payment options

5.1 The Membership fee is an annual membership to be paid in full and up front.

6. Payment methods

6.1 All payments must be made online and using Stripe

7. Transferring your membership

7.1 You cannot transfer your membership and it is not possible for anyone else to use your classes that have been purchased.

8. Freezing your membership

8.1 There is no facility to freeze your annual membership except as in accordance with clause 10. However in exceptional circumstances if you are unable to use up any classes that have been purchased a refund may be available at the discretion of NPLSC.

9. Your right to cancel your membership

9.1 Cancelling your membership during the cooling-off period

- 9.1.1 If you have purchased your membership online, you have a legal right to change your mind within 14 days of joining and receive a refund. The 14-day cancellation period commences the day of your membership start date which is stated on your agreement. This is called the 'cooling-off period'.

If you choose to cancel within the cooling off period, we will give you a full refund of the annual membership and any classes that have not been used.

- 9.1.2 If you want to cancel your membership within the cooling-off period, you must send your notice in writing to info@bushyparksportsclub.org.uk

10. Our right to cancel or freeze your membership

10.1 We may cancel your membership at anytime by giving you one month's notice in writing. This is subject to the Trustee's discretion. In these circumstances, we will refund you the fee that you have paid for that month, and any fees you have paid for future months.

10.2 We may freeze or cancel your membership at anytime but will not do so without giving you notice, if:

- 10.2.1 We, in our professional opinion, consider that you are not medically or physically able to use our facilities safely, or;

- 10.2.2 You seriously or repeatedly break the conditions of your membership; or

- 10.2.3 You allow another person to use your membership to gain access to any of our club
- 10.2.4 You and/or any of your guests use offensive, abusive or discriminatory language or use or threaten violent, offensive or intimidating behaviour or conduct at our club, or if your behaviour or conduct does or, in our reasonable opinion may, put our employees and/or other members and/or guests at risk; or
- 10.2.5 You and/or any guest(s) do or attempt to provide, offer, engage in, advertise or promote, whether or not for payment or other reward, at our club any activities or services which do or may compete in any way with any activities or services provided, offered, engaged in, advertised or promoted by us or our authorised personnel, including but not limited to personal training or other training, coaching or instruction to any individual or group without our permission.

10.3 If we cancel your membership under section 10.1 or 10.2 we may not allow you to join our club in the future.

10.4 If we permanently close the club, we will, where possible, give you at least one full calendar month's notice in writing. We will send this to the email address you have given us. We will also put a notice on the club's website.

11. Our right to change your membership, these terms and conditions or the terms of club use

11.1 We may, at anytime, withdraw and/or substitute a type of membership or a payment option for new members or members who want to change, restart or renew their membership or payment option.

11.2 From time to time we may change our class session fees. We will try not to change the fee more frequently than once in a calendar year, and to ensure that any change is reasonable, but we cannot guarantee this. We will tell you about any change that will apply to you, and will give you at least one full calendar months notice before the change comes into effect.

11.3 We may, without notice to you, make reasonable changes to these terms and conditions if the changes are for the benefit of the majority of our members at the club.

11.4 When we make changes that may affect you, we will give you notice of the changes we plan to make by displaying the changes on the club notice board and /or website for one full calendar month.

12. Restarting your membership after cancellation

12.1 Where you have cancelled your membership, you may restart your membership again at any time. To do so, you will need to sign a new membership agreement form and make a payment online..

12.2 You will not be able to restart your membership until you have paid all amounts you owe us for your previous membership (if any), and we can refuse to let you restart your membership again until you have done so.

12.3 If your membership was cancelled by us due to reasons in section 10, you will not be able to restart your membership with us.

13. Events beyond our reasonable control

13.1 If we cannot provide all the services and facilities at NPLSC for 30 consecutive

days or more, or services and facilities are significantly reduced for 30 consecutive days or more, for reasons or events beyond our reasonable control, you or we can cancel your agreement immediately by written notice. By law, we do not have to pay you compensation in these circumstances.

13.2 Reasons or events beyond our reasonable control could include, for example, but are not limited to natural disasters, government actions, war, national or regional emergency, acts of terrorism, protests, riot, fire, explosion, flood, an epidemic and strikes or other labour disputes (not relating to our workforce).

14. Transferring your agreement

We may need to transfer (assign) all or part of your agreement to another company. We can do this as long as your rights under the agreement are not adversely affected or materially reduced.

15. Proof

15.1 We may need you to provide proof, which is satisfactory to us, of:

- 15.1.1 Your eligibility for a specific type of membership, either before your membership starts or at any time during your membership; or
 - 15.1.2 Your entitlement to cancel or freeze your membership; or
 - 15.1.3 Any email you sent to confirm cancellation or the date you posted your cancellation notice,
- or both.

15.2 If you cannot provide satisfactory proof, for example you cannot prove the date of postage of your cancellation notice, we may not be able to cancel your membership and your membership may continue unless and until you do provide us with a proper and effective cancellation notice.

15.3 We may require a photograph to be taken as proof of identity and to be held against your membership record to validate entry.

16. Your contact details

16.1 We will send all emails, communications and information to the address and other contact details you have given us on your membership agreement form. You must keep us up to date with any changes to your addresses or other details by emailing us at info@bushyparksportsclub.org.uk

16.2 If at any point we find that you have provided us with an incorrect name, address or other details which are not your own, we may cancel your membership and prevent you from joining or attending the Club in the future.

17. Guests

17.1 If you are aged 18 or over, you can invite guests to the club. Your guest can only visit the club with you and may not join in any sports activities or fitness classes without first joining as a new member. All guests are welcome to come and eat and drink in the club but only when accompanied by a member.

17.2 You must ensure that your guests comply at all times with these terms and conditions (where these apply) and with the club's terms of use. Any failure to do so, may result in the withdrawal of access rights for you and/or any of your guests and,

for any serious breaches or transgressions, in cancellation of your membership.

17.3 We can refuse admission of any guest into any of our clubs, and we may require a guest to produce a form of identification which is acceptable to us before they can enter a club. We are at liberty to refuse entry at our discretion and without giving any reasons.

17.4 We may restrict:

- 17.4.1 your maximum number of guests at any one visit to 2; and
- 17.4.2 any guest to a maximum of 12 visits per year

18. Mobile phones/photography policy

18.1 No cameras, mobile phones, tablets or other electronic or photographic devices are permitted to be used in the changing rooms at any time.

18.2 No photography is permitted in any club at any time except with the prior approval in writing of the Club Manager.

19. Queries

If you have any queries about these terms and conditions, payments or specific details to do with the club, please email the Club Manager at info@bushyparksportsclub.org.uk

20. Liability

20.1 When we carry out any health assessments and exercise questionnaires, we may identify possible problems with you taking part in exercise and recommend that you seek and obtain medical advice. We are not responsible if you ignore our recommendations and continue to exercise at the club. Please read our Health Disclaimer.

20.2 NPLSC cannot guarantee that all the facilities at any club are available at all times due to maintenance issues and facility or equipment breakdowns or malfunctions. By law, we do not have to pay you compensation for any service, facility or equipment not being available (including, by way of example only and without limitation, for reasons of health and safety, or if the unavailability is for the benefit of our members generally) unless this was due to or caused by our negligence.

20.3 By law, we do not have to pay you compensation for loss or damage you may suffer unless such loss or damage is caused by our negligence or failure to comply with applicable law.

20.4 We will not pay you compensation if we have failed to carry out our duties due to:

- 20.4.1 Your own fault;
- 20.4.2 The fault of someone else who is outside of our control or who is not connected with providing our services under these terms and conditions; or
- 20.4.3 Events outside of our control or which we could not have known about prior to their occurrence even if we had taken all reasonable care.

20.5 We can make changes to the type of facilities we provide, and we will give you notice (where possible we will provide reasonable advance notice) of any such changes. We will not be liable for any loss or damage caused by these changes unless the loss or damage is caused by our negligence.

20.6 You must make sure that you can do the exercise provided by any exercise programme you follow or any class you go to.

20.7 You should consult your doctor before you start any exercise, exercise programme or class you attend and/or if you are not sure whether it is suitable and/or if you have a pre-existing illness or medical condition.

20.8 We cannot accept liability for them or for loss or damage to you or your guest's property in the club or the car park unless that them or loss or damage was caused by our negligence. Wherever possible, you should avoid bringing in valuables or large amounts of cash into the club.

20.9 In no event shall our total liability to you for any one event or series of related events exceed the sum of 150% of the total amount paid by you for your membership and/or the services giving rise to the liability in the 12 months preceding the first incident out of which the liability arose.

20.10 Nothing in these terms and conditions excludes or limits our liability for:

- 20.10.1 Death or personal injury caused by our negligence or that of our staff; or
- 20.10.2 Fraud or fraudulent misrepresentation; or
- 20.10.3 Any other liability which we cannot by law exclude or limit.

21. Data protection

21.1 Your membership with us is governed by the laws of England and Wales.

21.2 We will only process personal information you give us in accordance with the applicable data protection laws and the NPLSC Privacy Policy. You can see our full privacy policy on our website. This includes information on how we protect your information, who we are allowed to give it to and how to exercise any of your rights in relation to it.

21.3 We will keep any clinical information you give us confidential and secure and only pass it to, or receive it from, those involved with your programme or treatment.

21.4 It is important that we hold the most up-to-date contact details for you. You are responsible for keeping all your personal contact details and choices for how you want to receive marketing materials up to date.

22. Choice of law

22.1 Your membership with us is governed by the laws of England and Wales. You agree that all disputes relating to your membership and or our agreement with you which we are unable to resolve between us will be subject to the non-exclusive jurisdiction of the English and Welsh courts. These terms & conditions were last updated in October 2024.

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