

TERMS & CONDITIONS

These terms and conditions and any rules of the Health Club made available to you (**Club Rules**) form your membership contract (the **Contract**) with us, Chelsea Leisure Services Ltd and are binding on both Company and Member. Club Rules are available at the Club's reception on request.

The Chelsea Health Club & Spa

The Chelsea Health Club (the **Club**), a fitness & spa facility situated at Stamford Bridge, Fulham Road, London, SW6 1HS (the **Premises**) is owned and operated by us, Chelsea Leisure Services Ltd (a company incorporated under the laws of England and Wales with company number 02450608).

We endeavour to provide the very best service and facilities. If you are unsatisfied with the level of service you receive, complaints can be made by completing one of the Member Comment Cards that are available at the Club reception or in the gym. Alternatively you can email customer.services@chelseafc.com or speak to one of the managers on duty.

1. Membership Applications

- 1.1. You can make an application to become a member of the Club by completing a membership application form at the Club. The Club offers different categories of membership, as set out on the Club's website.
- 1.2. Every applicant must be at least 18. We may require applicants to provide proof of age.
- 1.3. We have absolute discretion to accept or reject membership applications. If we accept your application, a Contract between us is formed and your membership with us will commence on the start date set out on your membership application form (or the first time you use the Club's facilities, if earlier) (the **Start Date**). From the Start Date, you shall be entitled to all the rights and privileges for your category of membership.
- 1.4. You warrant on an ongoing basis that all information provided by you to us from time to time, including your payment details, is and shall be true, accurate and complete in all respects and you agree to update your details promptly in the event of any change to any information previously provided.
- 1.5. Prior to the start of your membership you will be issued with a **Membership Card**. Entry to the Club is gained on presentation of a valid Membership Card which is scanned to operate the turnstiles. If you do not have your Membership Card on entry, you may not be allowed access to the Club.
- 1.6. You must keep your Membership Card safe and secure and you must ensure that nobody but you uses your Membership Card.
- 1.7. Membership Cards remain the property of the Club. There is a fee for replacement of lost or damaged Membership Cards.
- 1.8. Membership of the Club is personal to you and you cannot assign or transfer your Membership.

2. Corporate Membership

- 2.1. The Club offers individual and corporate memberships.
- 2.2. Corporate membership applications can be made by companies and partnerships which are registered at Companies House (**Corporate Members**).
- 2.3. Corporate memberships, if granted, shall be available to five or more employees of the Corporate Member making the corporate membership application.
- 2.4. Details of those employees (each of whom must be at least 18) must be provided to us prior to the start date of the corporate membership. We may request reasonable evidence of employment prior to accepting a corporate membership application.
- 2.5. Corporate Members may change the employees entitled to use the membership at any time, subject to providing the details of the incoming and outgoing employees to us and paying us an administration fee.
- 2.6. These terms and conditions and the Club Rules will apply to the Corporate Member and to each employee who uses the corporate membership. It is the Corporate Member's responsibility to ensure that each such employee is provided with a copy of these terms and conditions and is made aware of the existence of the Club Rules.
- 2.7. The Corporate Member is responsible for its employees' conduct at the Club and must ensure that its employees comply with this Contract.

3. Fees

- 3.1. Prior to the start date of your membership, you must pay a non-refundable joining fee as set out in your membership application form; and the first instalment of the subscription fee set out in your membership application form. You may not access the Club until you have paid your joining fee and the first instalment of your subscription fee.
- 3.2. The amount of subscription fees paid by you depends on your category of Membership and is set out in your membership form. You will pay your subscription fees by direct debit.
- 3.3. If you fail to pay any amount due to the Club by its due date, the Club may disclose your personal details to a credit reference agency or any other party necessary in obtaining the payment of arrears.
- 3.4. Subject to Clause 15, fees may be increased at any time by the Club.

4. Physical condition of the member

- 4.1. Upon entering into this contract and each time you enter the Club, you confirm that you are in good physical condition and are capable of engaging in active or passive exercise, and that such exercise would not be detrimental to your health, safety, comfort or physical condition.
- 4.2. We reserve the right to suspend your use of the facilities at the Club if, in our reasonable opinion, you are not in sufficient physical condition to use the facilities or we have any concerns about your health. We have the right to require you to present a valid doctors certificate of fitness to exercise before lifting any such suspension.

5. Opening hours and facilities

- 5.1. Normal hours of operation and the hours in which any facilities within the Club are available to Members can be obtained upon request.
- 5.2. The gymnasium, swimming pool, jacuzzi, sauna and steam room will close 30 minutes before the Club closes.
- 5.3. The Company reserves the right to vary its opening hours. In addition, the Company has the right at any time to close any or all of the facilities for public holidays or for the purpose of cleaning, building, decorating, repairs or special functions. During some public holidays and Chelsea Football Club events, special operational hours may apply.
- 5.4. If through circumstances beyond the control of the Club we are unable to provide the full range of services and/or facilities as advertised, you shall not receive a reduction in fees.

6. Personal Training Sessions

- 6.1. As part of your membership, the Club may offer you the facility to purchase personal training sessions at the Club ("**PT Sessions**").
- 6.2. Where you purchase PT Sessions in advance, PT Sessions purchased are valid for 12 months from the date of purchase and, unless otherwise agreed by the Club, are non-refundable and non-transferable.
- 6.3. Where you sign up to attend an ad-hoc PT Sessions:
 - 6.3.1. these are charged at the rates set out by the Club from time to time;
 - 6.3.2. you may cancel a PT Session by giving at least 24 hours' notice, in which case you will not be obliged to pay for the relevant PT Sessions (but, should you cancel with less than 24 hours' notice, you will be obliged to pay the full fee for the relevant PT Session); and
 - 6.3.3. you will pay the fees for the relevant PT Session promptly following the PT Session.
- 6.4. Please note that PT Sessions are subject to the relevant Club Rules for PT Sessions.

7. Freezing your membership

- 7.1. You may, by giving at least 21 days' advance written notice to the Membership Manager at the Club, freeze your membership for a maximum of one month in any 12 month period (a **Free Freeze Period**).
- 7.2. Following a Free Freeze Period you may, with 21 days' advance written notice, freeze your membership for up to three further months in that the period between the end of your Free Freeze Period and the date that is 12 months following that date (each such month a "**Further Freeze Period**" and together with the Free Freeze Period the "**Freeze Periods**") (e.g. if you use a Free Freeze Period between 1 August and 31 August 2017, you could then use a maximum of three Further Freeze Periods between 1 September 2017 and 31 August 2018).
- 7.3. During a Free Freeze Period, no subscription fees will be payable and you may not access the Club. During each Further Freeze Period, your subscription fee will be reduced to £25 per month. Outside of any Freeze Periods, the full amount of your subscription fee will be payable.
- 7.4. No Freeze Periods will be granted for a three-month period from the date that your membership is reactivated following a Freeze Period.
- 7.5. You may also freeze your membership due to illness or injury, provided that in order to do so you must provide the Club with a letter from your doctor confirming that your doctor advises that you do not attend the Club because of the relevant illness or injury (a "**Illness Freeze Period**"). No subscription fees shall be payable by you during an Illness Freeze Period. Prior to returning to the Club following an Illness Freeze Period, you must provide the Club with a letter from your doctor confirming that you are fit to return to the Club.

8. Terminating your membership

- 8.1. You may cancel your membership at any time by giving one calendar months' notice in writing to the Club.
- 8.2. In addition, you may cancel your membership within 14 days of the start of your membership and the Club will refund any membership fees you have paid less a pro-rated amount of fees from the start of your membership until the date on which we receive your cancellation notice.
- 8.3. In order to cancel your membership with the Club, you must send the Club an email to enquiries@chelseahealthclub.com stating that you wish to cancel your membership.
- 8.4. Upon cancelling your membership, you must promptly pay all monies owing to the Club as at the date of cancellation and return all property of the Club (including key cards and parking permits) to the Club.

9. Our rights to terminate

- 9.1. We reserve the right to suspend or terminate your Membership on written notice if we believe (acting reasonably) that you have breached your Contract. In such circumstances, you will not be entitled to a refund of any fees paid prior to the date of such termination.
- 9.2. We may terminate your Membership without cause at any time upon giving you written notice. In such circumstances, you will receive a pro-rata refund of fees paid in respect of any period arising after the date of such termination.

10. Your use of the Club

- 10.1. You must conduct yourself in a calm and respectful manner at all times when using the Club. You must not cause any disturbance to others which affects their enjoyment of the Club. Any aggressive behaviour towards others, including our staff, or the use of foul & abusive language will not be tolerated.
- 10.2. You must abide by the Club Rules and rules of member etiquette.
- 10.3. You must be dressed in suitable attire at all times when using the Club. Should any attire not be deemed suitable by the Club then, without prejudice to our other rights and remedies, you may be asked to change or leave the Club until you return in attire that is considered by the Club to be more appropriate.
- 10.4. If you are found to be intoxicated on Club premises then, without prejudice to our other rights and remedies, you may be asked to leave until you are sober enough to use the Club facilities in a safe and normal fashion.
- 10.5. The use of drugs is strictly prohibited. If you are found handling or in possession of intoxicating or muscle enhancing drugs then, without prejudice to our other rights and remedies, you will be removed from the Club immediately and have your membership terminated without refund.
- 10.6. Smoking is prohibited in the Club, including the use of e-cigarettes or similar devices.
- 10.7. The use of mobile devices with the external volume switched on (the speaker) is prohibited throughout the Club.
- 10.8. You must not:
 - 10.8.1. engage the services of our staff for use of their services outside the Club;
 - 10.8.2. solicit other members to try and sell your own products and services whilst on the Club premises; or
 - 10.8.3. coach or be coached by other members,without the prior written approval of the General Manager of the Club.
- 10.9. Any spa treatments booked through the Club are subject to a 24 hours cancellation policy. If you cancel with less than 24 hours' notice prior to the spa treatment, you must pay the full price of the relevant spa treatment.

11. Guests

- 11.1. You may bring guests to the Club on payment of the appropriate fee or issue of a valid guest pass (or on a 'free guest' promotional day). You must accompany your guests while using the Club.
- 11.2. You are responsible for your guests' conduct at Club and you must ensure that your guests comply with this Contract (including the Club Rules).
- 11.3. Subject to clause 10.4, you are entitled to bring in no more than 1 guest per visit to use the Club's facilities.
- 11.4. You may bring in up to two guests at a time to use the Club's food & beverage facilities. There is no entry charge for this and it is the responsibility of the Member to ensure that these guests do not use any other facilities when visiting, other than the toilets.
- 11.5. Any guest found using the Club facilities that has gained free entry to use the food & beverage facilities will be asked to leave immediately and the member responsible for them will be charged £50.
- 11.6. The Company reserves the rights to refuse any guest entry to the Club.

12. Club eWallets

- 12.1. You can choose to have a Club eWallet account. This will allow you deposit funds which can be used to purchase products and services in the Club using your Membership Card.
- 12.2. Your eWallet will complete transactions, provided there are adequate funds in the eWallet. You can top up your eWallet at any time by payment at the Club reception.
- 12.3. Upon termination of your Contract, all funds (if any) on your eWallet will be credited to you within a reasonable period.
- 12.4. You may also pay any charges for products or services by cash, debit or credit card. Payment will be required in advance of receiving the product or service.

13. Lockers

- 13.1. Subject to availability, you may hire a personal locker. Personal lockers can be hired for a minimum of 12 months and are subject to hire fees.
- 13.2. If you hire a personal locker, you will be provided with a locker key. Locker keys remain the property of the Club and must be returned at the end of your hire period.
- 13.3. Lost keys can be replaced at a charge of £25.
- 13.4. Items are left in lockers at your own risk. We will not be responsible for any damage to any items or loss or theft of items, howsoever caused.
- 13.5. You must not leave your belongings in lockers overnight if you have not hired a personal locker. Any contents left in a locker in breach of the preceding sentence will be removed and a £25 charge will be made for the return of the contents.

14. Car Parking

- 14.1. Depending on which membership package you have selected, you may be issued with a parking permit for parking outside the Club (subject to availability of spaces). Permits are issued in the absolute discretion of the Club. If you are issued a permit, you must display it clearly in your vehicle's windscreen at all times while you are at Stamford Bridge.
- 14.2. Each permit is for one vehicle only and is not transferrable. Additional permits can be provided if you visit the club in more than one vehicle. Lost permits can be replaced, but the Member will incur a £20 charge.
- 14.3. If you have a parking permit, you may (subject to availability of spaces) park outside the Club in the designated parking area. If spaces are not available outside the Club, you must instead park in the underground car park on the Premises.
- 14.4. All cars must be parked in the designated parking spaces. Failure to do this could result in your parking permit being withdrawn, especially if cars are left parked on double yellow lines.
- 14.5. Complimentary parking is provided for you to park your vehicle while using the Club only. If you leave your vehicle on the Premises after you have left the Club or while you are not using the Club then, without prejudice to our other rights and remedies, you will have your parking permit withdrawn and you will be charged the standard parking rate for the additional time that your vehicle was left on the Premises. Security cameras monitor all car registrations entering and departing.
- 14.6. Failure to display a valid permit will result in you being asked to park in the underground car park, collect a ticket and have it validated by the Club reception team. The Club reception team will not be allowed to authorise calls from members at the front gate that do not have their permits and are not being allowed to park in the Club's parking zones. The Club operate a strict policy of no permit, no access.
- 14.7. You must observe the speeding restriction of 5 miles an hour when driving down to the Club parking zones. This is a well-used pedestrian zone and failure to observe the speed limit will result in your parking permit being withdrawn.
- 14.8. Members that do not have parking permits can (subject to availability) park in the underground car park. The parking ticket will be validated at the Club reception.
- 14.9. You are requested to be mindful that the Club is situated in the grounds of a busy football club. Parking restrictions may apply on match days, during events and when essential maintenance work needs to be carried out. Due to the large numbers of people who enter the grounds, security is paramount and you must observe the directions provided by the security team for the Premises. In particular, the following restrictions apply to parking at the Club:
 - 14.9.1. on weekend match days there will be no parking available for members at the ground on the match day, irrespective of what time the kick off takes place;
 - 14.9.2. on mid-week match days parking will be available until 3pm, with the last car park entry being 2pm. The parking location will be determined by the security staff and all members must follow the directions given; and
 - 14.9.3. failure by you to remove your vehicle from the Premises by 3pm on a mid-week match day will result in your parking permit being withdrawn.

15. Changes to this Contract

We may amend these Terms and Conditions and the Club Rules from time to time (including to increase the fees), provided that where such amendment: (i) increases the fees payable by you; and/or (ii) materially reduces the benefits of your membership (when taken as a whole), you may, within 14 days of the date of such amendment, cancel your membership with effect from the date immediately prior to your next payment date.

16. Liability

- 16.1. The Club does not exclude or limit its liability to you where it would be unlawful to do so. For example, the Club does not exclude liability for death or personal injury caused by its (or its employees', agents' or subcontractors') negligence, for fraud or for fraudulent misrepresentation.
- 16.2. Subject to clause 15.1:
 - 16.2.1. the Club shall only be liable for loss and damage you suffer as a foreseeable result of a breach by the Club of the Contract. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both the Club and you knew it might happen;
 - 16.2.2. the Club shall not be liable for:
 - 16.2.2.1. any loss, damage or theft of personal property belonging to you or your guests; or
 - 16.2.2.2. death or personal injury of you or your guests; or
 - 16.2.2.3. any other loss or damage that is not foreseeable;
- 16.3. Subject to clause 15.1, the maximum liability of the Club in respect of any 12 month period, howsoever arising, shall not in aggregate exceed the amount of fees paid by you in such 12 month period.

17. Other important terms

- 17.1. This Contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law, and you agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract.
- 17.2. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than you and us shall have any rights under it.
- 17.3. We may assign or transfer this contract to a third party at any time without notice to you.