TERMS AND CONDITIONS

KINGS PREMIER HEALTH CLUB

December 2024

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INTRODUCTION

To help You get the best out of Kings Premier Health Club and to understand our responsibilities to You and Your responsibilities to us, please read these Terms and Conditions. Please remember that if You sign up to any additional facilities or services (for example the use of towels or private training sessions) additional terms and conditions may apply. If You have any questions, please send Your query to info@kings.gg and a member of our team will be happy to help You.

To help make these Terms and Conditions easy to read, We have split them into two parts.

Part A – Terms and Conditions of Membership

All members must keep to the same Terms and Conditions, including adult and dependant members whose memberships are linked to other members and dependant members whose application form has been signed on their behalf by an adult. These Terms and Conditions, where applicable, also apply to Guests and any other Site Attendees at all times whether using the facilities or not.

Part B – Rules and Regulations for using Facilities, Products & Services provided by The Club

These Terms and Conditions apply to all our members, customers, service users and their guests and all other site attendees at all times whether using the facilities or not. They are necessary to make sure We can offer an enjoyable and safe environment during every visit and interaction with The Club, its employees and consultants for the use of its services, wherever those services may be provided.

These Terms and Conditions replace any and all previous versions.

Nothing contained herein affects Your legal or statutory rights.

DEFINITIONS

You (or Your)	the lead member, also referred to as the "Member" herein where the context so permits.
Linked Member	anyone who is linked to Your Membership and authorised to use the Club.
Dependant	a child under the age of 16 or such other person that We may agree to from time to time.
Your entire membership	Your Membership and the Membership of any Linked Member or any dependent where the context so provides.
We and us	Kings Life Limited.
The Club	Kings Premier Health Club including but not limited to, the gym, swimming pools, spa facilities, squash court, tennis courts, changing rooms, exercise studios, the car park and all common areas and/or such other areas of the Premises as We may designate from time to time.
The Premises	the premises where the Club is principally located, being Kings Road, St Peter Port, Guernsey and includes associated entities, including but not limited to Kids @ Kings, 1857, Monkey Puzzle Limited and Kings Beauty Limited.
1857	Defined as 1857, Bar, Restaurant, Clubroom and other facilities, including but not limited to, the 1857 lobby, allocated toilets, private dining room, balcony terrace, garden & patio areas, kitchen facilities or such areas of the Premises, as We may designate from time to time.
Kids @ Kings	Kids @ Kings is defined as all areas associated with use within the Kids @ Kings facilities, including but not limited to, the Kids @ Kings lobby, toilets, 2 x studios and external balcony and any other such areas of the Premises as We may designate from time to time.
The Premises Owner	Kings Property Limited
Guest	a person entering the Club with the intention of using the facilities (for example a non-member using a guest pass).
Site Attendees	a person entering the Premises for whatsoever nature with or without the intention of using the facilities whether a member, guest or not, including Monkey Puzzle Limited, Kings Beauty Limited, 1857 and/or any other entities.
Membership	means any contract entered into or right granted to use whichever of the Club's facilities are available from time to time.
An Organised Club Activity	means an activity that is organised, supervised and led by Us

PART A – TERMS AND CONDITIONS OF MEMBERSHIP

1 RESPONSIBILITIES OF LEAD MEMBERS AND LINKED MEMBERS

1.1 Every person who enters into the same contract with the Club for Membership thereof will be jointly and individually responsible under this Agreement.

1.2 This means that:

(a) If You or any adult Member tells us to do anything in relation to the Membership (including ending it) We will take that as authority from all of them;

(b) Each of those people will be responsible for paying all the appropriate Membership fees for themselves, for any other people who have signed the form and / or subscribed online and for all Linked Members (whether adults or dependants); and

(c) Each of those people will be responsible for paying any extra charges and fees which they, any other people who have signed the form, a Linked Member or a guest has to pay for using facilities and services not covered by the Membership category.

1.3 The responsibility for the fees and charges of any Linked Member continues until:

(a) You have notified us that the Linked Member's link with You ceases to exist; or

(b) The linked member ends their Membership by following the procedure in accordance with clause 14 below.

1.4 These rules also apply to anyone who makes an application online.

1.5 All of these terms and conditions of Membership apply to You and all Linked Members unless We tell You otherwise.

1.6 You and all Linked Members must keep to the rules and regulations for using facilities set out in Part B.

2 NOTICE

2.1 We calculate Your Membership in whole calendar months. This means that the following applies.

(a) Anywhere in these terms and conditions where We ask You to give notice of a calendar month or more, if You give notice during a month, We will treat it as if We received it on the first day of the following month and the notice period will run from that day. For example, if You need to give us three months' notice to end Your Membership and We receive Your notice on 23 May, Your notice will start from 1 June, it will run out on 31 August, which is when Your Membership will end and You will pay three more direct debits (on 1 June, 1 July and 1 August) after giving notice.

(b) Your initial contract term will commence on the 1st of the month after the date Your Membership application is approved and will continue for at least 12 full calendar months (hereafter referred to as the "initial contract" or "initial period"). You may wish to join earlier, partway through the previous month, and this will be facilitated with payment of a Pro Rata fee for that month, although the extra time will not count towards Your initial contract term.

(c) When You sign up on a 12 calendar month minimum initial contract, paid monthly by direct debit, You need to give us at least three calendar month's notice to end Your initial contract

at the end of the 12th full calendar month. This notice can be given to us at any time in advance of the 3 month deadline and will take effect at the end of the 12th full calendar month.

(d) Unless provided herein, Your initial contract will therefore be at least 12 full calendar months.

(e) If You do not serve notice to bring Your Membership to a conclusion at the end of the initial contract after 12 calendar months, Your Membership will thereafter continue and will not terminate until You provide 3 months' written notice to the Club.

(f) If You want to give notice, it must be in writing (addressed to Member Services at the Club, hereafter referred to "Member Services" and which is located in the Club's reception area).

(g) We will accept notice by email, sent to info@kings.gg. If You need to give us evidence of certain things, You can provide them as attachments to an email.

(h) Your notice is not effective until We have received it in writing. We strongly advise that when You give notice You get proof that We have received it. For example:

(i) If You send us notice by post, send it by recorded delivery (We will have to sign the delivery notice when We receive it);

(ii) If You hand Your notice in at the Club, ask for a receipt; or

(iii) If You send us Your notice by email, ask for a read receipt.

2.2 We will confirm We have received Your notice within 10 working days of receiving it. If You do not receive this confirmation within 10 working days, You should immediately let Member Services know so We can check whether We have received it.

2.3 From time to time We will need to contact You about Your Membership, so it is important You let Us know if Your address, contact phone number and email address changes.

2.4 If We need to give notice to You:

(a) It will be effective if We send it to the address or email address We have in the records We hold about You; and

(b) With the exception of Membership Fee changes (see paragraph 15 below) and save in cases of emergency or exceptional circumstances (where notice will become effective immediately) any such notice will ordinarily become effective from the first day following the lapse of three full calendar months, so for instance, if we provide notice on 23 May, it will ordinarily become effective on 1 September.

3 MEMBERSHIP CATEGORIES

3.1 You are entitled to use the facilities at the Club available under Your category of Membership. We will give You information about the range of facilities available to You and when You can use them. Should the Club need to amend the facilities available under any category, it will provide as much notice as possible. Each category of Membership may have certain restrictions which only apply to that category of Membership. We will tell You about these restrictions before You join or when You change Your category of Membership, whichever applies. You can also get details from our website or by request to us by email at info@kings.gg and from Member Services.

3.2 Not all Membership categories may be available at the Club at all times. We may choose to stop providing certain categories. If this is the case and You are a new member or an existing member, You will not be able to take advantage of these categories unless they become available again.

3.3 So that Dependants can enter the Club (whether or not they use the facilities), You need to link them to Your adult Membership and complete their details on your Health Commitment Statement. We may also need a letter of permission, or signature, from the person who has parental responsibility for Your Dependants before they can use the Club's facilities. The Dependant's Membership fees will be based on their age and, if relevant, will increase from the month following each birthday without notice. When a dependant turns 16, they will become an independent adult member and will need to sign a new Health Commitment Statement of their own and in their own right. If You continue to pay the Young person's Membership, You should also sign the Young person's Membership agreement. We have the right to limit the number of dependants linked to an adult's Membership.

3.4 A carer, nanny or similar person providing assistance to You or a Linked Member or a Dependant (hereafter referred to as a "Helper") may enter the Club without charge. However, any such Helper can only enter the Club to help You and/or any Linked Member and/or a Dependant, and cannot use the facilities in their own right.

4 MEMBERSHIP TYPES AND LENGTH OF MEMBERSHIP

4.1 Commitment Periods and Discounts

(a) The Club is presently undergoing an extended period of upgrades and will at times not have all facilities and services available to members. Membership types that have minimum commitment periods and minimum notice periods that bind You in contract for a period of time take this into account in the rates which are charged to You. To help You account for the ongoing works, You can select a Rolling Membership with a shorter commitment period if You wish. Whilst Rolling Memberships are priced at a premium, and can be over 15% more expensive than Standard Memberships, it does mean You have more flexibility and choice on Your Membership end date in the event that one or more of Your preferred facilities become temporarily unavailable for refurbishment and upgrade.

4.2 Annual Memberships (minimum 12 month Initial Period)

(a) Your Membership will begin on the date You have chosen, subject to our confirmed acceptance of Your application in writing or by email.

(b) Your annual Membership must be paid up front, in full and in advance and is for 12 full consecutive months from the commencement date of Your Membership at which time it will automatically expire. You will be contacted prior to Your expiry date and be offered to renew Your annual Membership on the terms and conditions available at that time.

(c) Breaks within the initial period for annual Memberships will not be accepted except as set out herein or at the discretion of the Club.

(d) All annual Memberships are non-transferable / non-refundable except in accordance with the terms set out in clause 5.7.

4.3 Standard Memberships (minimum 12 month Initial Period)

(a) Your Membership will begin on the date You have chosen, subject to our confirmed acceptance of Your application in writing or by email.

(b) Your Membership must run for the initial period (defined in paragraph 2.1(b)) and will then continue indefinitely unless You choose to terminate it by giving notice in accordance with 2.1.

(c) You may terminate Your Membership and the commitment to pay monthly subscriptions at any time with effect after the expiry of the initial period by giving not less than 3 full months' notice in writing in accordance with clause 2.4 above.

(d) Breaks within the initial period will not be accepted except as set out herein or at the discretion of the Club.

(e) All such Memberships are non-transferable / non-refundable except in accordance with the terms set out in clause 5.7 and/or at our discretion.

4.4 Rolling Memberships (minimum 3 month Initial Period)

(a) Rolling Memberships are subject to availability and must be paid by direct debit. Any applicable pro rata or advanced monthly payment must be made up front and in full in advance of You utilising the Club's facilities. Breaks within the Membership period are not accepted.

(b) Your Membership will begin on the date You have chosen, subject to our confirmed acceptance of Your application in writing or by email.

(c) You may terminate Your Membership and the commitment to pay monthly subscriptions at any time by giving not less than 3 full months' notice in writing and in accordance with 2.1 above.

(d) All such Memberships are non-transferable / non-refundable except in accordance with the terms set out in clause 5.7 and/or at our discretion.

4.5 Standard Student Memberships (minimum 12 month Initial Period)

(a) Discounted student Membership ("Student Membership") is available to people who are in full time education (hereafter referred to as a "Student Member"). All applications for Student Membership must be supported by a valid Student ID card, registered to the applicant. The acceptance of a Student Membership application is at the Club's sole discretion.

(b) Your Membership will begin on the date You have chosen, subject to our confirmed acceptance of Your application in writing or by email.

(c) Your Membership must run for the initial period (defined in paragraph 2.1(b)) and will then continue indefinitely unless You choose to terminate it by giving notice in accordance with 2.1.

(d) You may terminate Your Membership and the commitment to pay monthly subscriptions at any time with effect after the expiry of the initial period by giving not less than 3 full months' notice in writing in accordance with clause 2.4 above.

(e) Breaks within the initial period for such Memberships will not be accepted except as set out herein or at the discretion of the Club.

(f) If a Student Member ceases full time education, they may, either: (i)transfer their Membership subscription to one of the alternative Membership categories and the "initial period" will accordingly transfer and pay any revised Membership subscription charges at that time; or (ii) terminate their Membership by providing not less than one month's written notice.

(g) If a Student Member remains in part time education, the Club may continue to offer Student Membership in its sole discretion.

4.6 Youth and Minor Memberships

(a) Youth and Minor Memberships start and terminate in accordance with any adult Linked Membership. However, Child, Junior and Youth Memberships may also be terminated by providing not less than one month's written notice.

4.7 Online Payments

(a) When making a purchase and / or payment online, payment will be debited to the Company Kings Life Ltd, Company number 43604, with card payments being accepted from Visa, Mastercard and AMEX.

5 STARTING YOUR MEMBERSHIP

5.1 You must undergo a complimentary Club induction prior to using the Club facilities. We offer a variety of Club Inductions and full details will be provided to You upon acceptance of Your application. Details can also be found on our website www.kings.gg/membership-support. The Club induction is mandatory so that You can familiarise Yourself with the facilities and layout of the Club and. The induction will be tailored to your existing knowledge of fitness equipment and of the Kings facilities. You will need to complete a Health Commitment Statement (available from Member Services) at the end of Your Club induction.

5.2 You may need to pay a Joining Fee when You join. You can get details of these charges from Member Services and Our website www.kings.gg/membership and these will be provided before Your Membership application is processed and confirmed to You in writing, which may be by e-mail.

5.3 If You ask us to reduce Your Membership fee because You meet a special condition, for example because You work for a particular employer, You will need to prove that You meet the condition before We will reduce Your fee and, from time to time, We may ask You for up-to-date proof that You still qualify for the reduced fee. It is Your responsibility to inform us of changes to Your circumstances that mean Your Membership category needs to change to a different rate, and further Membership fees, equivalent to the difference between prevailing rates for the appropriate Membership that should have been charged and the discounted rate provided may be backdated to the date when such changes should have been notified.

5.4 You will need to pay an amount to cover Your Membership fee from the day that You join until the 1st of the following month. If You join after the 19th of the month, You will need to pay for the rest of the current month, plus the whole of the next month to allow a direct debit to be established, unless otherwise confirmed in Your Membership acceptance letter.

5.5 When You and anyone linked to Your Membership join, You will each need to have Your photograph taken. This is to allow us to check Your identity when You enter the Club.

5.6 Photographs may be required to be retaken periodically.

5.7 You can change Your mind about joining. You can provide notice at any time up to 14 days after making Your Membership application and Your entire Membership will end. If You or any Linked Members enter the Club to use the facilities during that 14 day period, We will charge a proportion of the prevailingly monthly fee to cover this period and We will refund the balance of any fees You have already paid.

6 MEMBERSHIP FEES

6.1 Membership fees details are available at Member Services or on the Club's website.

6.2 Annual Membership fees are due every year and covers the year to come if the member chooses to renew this auto-expiring Membership type. Non-continuous contracts may be subject to the joining fee applicable at the time of starting a new contract.

6.3 You must pay for Your annual Membership by making one payment each year.

6.4 Should a payment for an annual Membership be made late then the Membership may be backdated to the date in which it was originally scheduled to commence if You have continued to use the Club's facilities following expiration of the annual term. This will avoid You having to pay the joining fee applicable at that time.

6.5 Failure to pay for an annual Membership after its expiry date may result in admission to the Club being denied until full payment has been received.

6.6 Dates for which an annual Membership cover will be confirmed by the Club upon accepting and processing Your Membership application or re-application.

6.7 Monthly Membership fees are due on the 1st of each month and cover that month. You must pay for Your Membership by making monthly payments by a direct debit, unless We agree otherwise.

6.8 Where You pay by direct debit We will ask Your bank for Your monthly payment on or shortly after the first working day of each month.

6.9 The freezing of Membership is only permitted by written application to Member Services in the case of legitimate medical circumstances, which are supported in writing by a relevant medical professional. A fee of £10 per month (subject to change from time to time) is chargeable for a minimum period of 1 month and a maximum period of 6 months within any 12 month period.

7 MEMBER ACCESS DEVICES / OTHER ACCESS DEVICES OR SYSTEMS

7.1 Member Access Devices or other access devices or systems will generally be issued, where applicable, to all members 4 years of age or older and any physical access device must be presented upon arrival at the Club.

7.2 If You require a replacement Member Access Device, You may be charged for it (the current replacement fee is £10).

7.3 All lost Member Access Devices must be reported to Member Services immediately.

7.4 Member Access Devices remain the property of the Club and must be returned to the Club upon termination of Membership or upon demand.

7.5 We may refuse to allow You to enter the Club if You do not have Your Member Access Device or a valid form of identification.

7.6 Youth members (aged 14-15) will be given a Membership Access Device providing You have added their details on Your Health Commitment Statement at the time of joining. If You are adding a Youth Member at a later date and after You have joined, You will need to complete a new Health Commitment Statement in respect of the new Youth member.

7.7 Those under the age of 14 may only gain access with adult supervision.

7.8 Your Membership is personal to You and You cannot transfer it to another person. You must not lend Your Member Access Device to another person. To protect all of our members, We may ask to see a valid form of identification before We allow You into the Club.

7.9 If You knowingly allow another person to use Your Member Access Device or gain access to the Club using Your credentials, We reserve the right to cancel Your Membership without a refund of the fees already paid and end Your Membership.

8 CHANGING YOUR MEMBERSHIP CATEGORY

8.1 We realise that Your needs can change over time, so You can apply to change Your Membership category by contacting the Club. You can only change Your Membership category after the end of Your initial period unless We agree otherwise.

8.2 You may need to provide proof that You qualify for the new Membership category You are applying for.

8.3 When You change categories, Your Membership fees will change to the current fees advertised for that category for new members at the Club. You may have to pay any difference in the joining fee and Membership fees between Your new category and Your old category.

9 OTHER CHARGES

9.1 There may be extra charges for other facilities and services, by way of example only, for the use of towels or engaging with a Personal Trainer. We will display the current charges on the noticeboard in the Club or You can get a list of the current charges from Member Services.

9.2 Charges for extra facilities or services set out in paragraph 9.1 may vary from time to time. For details of all current charges and fees, details are displayed at Member Services or please contact Us on info@kings.gg.

9.3 If You or a Linked Member uses extra facilities and services or has to pay a Guest fee but does not pay for them at the time of use, You hereby consent to us taking such charges by direct debit (or request alternative payment methods if this is not available).

10 GUESTS – INCLUDING, WHERE APPLICABLE, GUESTS OF 1857

10.1 Guests must pay the appropriate fee to use the facilities at the Club. You can get details of the guest fees by from our website or by asking Member Services.

10.2 Guests must subscribe to a Guest Membership online or in the Club to use the Club's facilities.

10.3 Guests will only be allowed to use the Club facilities once they have satisfactorily completed any required documentation, and have completed a Health Commitment Statement prior to each occasion the enter the Club.

10.4 The Club reserves the right to restrict the availability of any of the Club's facilities to Guests at any given time but will endeavour to provide as much notice as possible should such circumstances arise.

10.5 The Club reserves the right, at any time, to refuse application for admission, to cancel or suspend the rights of admission of any guest where there are reasonable grounds for doing so.

10.6 Guests, except as otherwise provided herein, are only allowed to utilise one Guest membership pass per calendar month irrespective of if they are trying to attend with a different member from the previous time.

10.7 Day Rates are limited to the day of purchase and cannot be carried forward to the following day.

11 RULES PERTAINING TO YOUTH MEMBERS

11.1 Youth Members are defined as teenagers aged 14 and 15 who are a dependant of a Member who is aged 18 years or older.

11.2 Youth Members must undergo a comprehensive Club induction in accordance with clause 5 above and be included on the lead member's Health Commitment Statement. If You are adding a Youth Member at a later date and after You have joined, You will need to complete a new Health Commitment Statement in respect of the new Youth member.

11.3 Youth Members are allowed unsupervised access to some of the facilities at the Club, full details of which are available from Member Services. However, they will not be permitted access to the cardio and strength zones after 5pm Monday to Friday.

11.4 Youth Members are not allowed in the sauna and steam room areas and must comply with adult only swim times within the pool area.

11.5 When a Youth Member turns 16, they will become eligible to be an independent adult member, and those that elect to become an independent adult member and will need to complete a Health Commitment Statement in their own right. If You continue to pay their Membership, We may also require You to sign their Health Commitment Statement. If a Youth Member does not wish to continue as an independent adult member, they can terminate their Membership by providing not less than one month's written notice.

12 RULES PERTAINING TO MINORS

12.1 Minors are defined as being under 14 years of age.

12.2 Parents and/or guardians must complete Our child registration form (available from Member Services) in relation to a minor if such minor is to participate in an Organised Club Activity.

12.3 Minors are not allowed on the Premises without supervision by a parent or guardian at all times.

12.4 Minors cannot be left on the Premises unattended by a parent or guardian unless attending an Organised Club Activity with sufficient adult supervision.

12.5 Minors remain the responsibility of their parent or guardian at all times whilst on the Premises.

12.6 Minors may not bring Guest(s) onto the Premises at any time.

12.7 Minors must be accompanied and supervised by an adult at all times whilst using the swimming pools.

12.8 Minors may not use the sauna or steam room at any time.

12.9 Minors may not use the gymnasium unless as part of an Organised Club Activity or under the guidance of Our staff.

12.10 Parents and guardians are fully responsible for the behaviour of minors in their care at all times whilst on the Premises.

12.11 Minors are not permitted in the indoor pool during published adult swimming time unless participating in an organised and supervised Club swimming lesson.

12.12 So that minors can enter the Club (should they intend to use the facilities), You need to link them to Your adult Membership. We may also need a letter of permission, or signature, from the person who has parental responsibility for Your minor before they can use the Club's facilities. The minor's Membership fees will be based on their age and, if relevant, will increase from the month following each birthday. When a minor turns 14, they become a Youth Member and are able to use the Club's facilities in accordance with clause 11 above.

12.13 The number of minors which can be linked to Your Membership is limited to 5, but the number of minors who can accompany You when participating in selected activities, e.g. swimming, may be limited further for safety reasons.

12.14 If You have minors linked to Your Membership, they have the same access rights as You do. For example, if You have off-peak Membership, minors can use the Club at off-peak times only.

13 LIABILITY

13.1 The Club, Kids @ Kings, 1857 and the Premises Owner do not accept liability for damage or loss to Your property, a dependant's property or a Guest's property that may happen on the Premises, other than the liability which arises from our respective negligence or our failure to take reasonable care.

13.2 The Club, Kids @ Kings, 1857, Monkey Puzzle Limited, Kings Beauty Limited and the Premises Owner do not accept liability for the injury or death of any member, Dependant, Guest or any other Site Attendee that may happen:

(a) on the Premises; or

(b) in the course of the Club's provision of off-site services away from the Premises.

other than for liability which arises from our respective negligence or failure to take reasonable care.

14 ENDING YOUR MEMBERSHIP

14.1 If Your Membership has no Linked Members, only You, or Your authorised representative, can give notice to end it.

14.2 If Your Membership has Linked Member(s), the following rules apply for ending Membership:

(a) If You give notice to end the Membership, We will treat it as applying to You and to all Linked Members unless You tell us otherwise.

(b) If a Linked Member who has completed the Membership application process gives notice to end the Membership, We will treat it as applying to You and to all linked members unless the person giving notice tells us otherwise.

(c) Individual adult Linked Members can end their own Membership by giving us notice.

(d) You can end the Membership of individual linked Dependants by giving us notice.

14.3 The notice periods and the restrictions on giving notice in the initial period are set out in 'Membership types' in clause 2.1 above.

14.4 You must continue to pay Your Membership fees until Your Membership ends.

15 MEMBERSHIP FEES, SERVICES AND FACILITIES

15.1 All Membership fees and other charges for services and facilities are subject to change.

15.2 At any time, You can end Your Membership if we give You notice of an increase in your Membership Fee of more than 5% above the rate of the Guernsey Retail Price Index percentage change for the period since the membership fee was last changed. If your Membership fee is to increase, we will provide not less than three months plus seven days' notice to You of any such proposed increase.

15.3 You must give us not less than three months' written notice to terminate Your Membership in accordance with paragraph 15.2.

16 OUR RIGHTS TO CANCEL YOUR MEMBERSHIP

16.1 We will not tolerate any Member, Staff member or visitor to the Premises being verbally abused, intimidated, harassed, bullied or physically or mentally threatened in any way. If We find this to be the case, We have the right to report You to the Police and/or suspend or terminate Your Membership immediately and permanently from the Club in our absolute discretion.

16.2 We may also cancel Your entire Membership in the following circumstances.

(a) If you provide or participate in Personal Training or Coaching services which are not provided by the Club's authorised personnel or approved by us in advance.

(b) If You or a Dependant member breaks or repeatedly breaks this agreement and You do not or cannot put it right within seven days of us contacting You about it.

(c) If, with Your knowledge or permission, another person uses Your credentials to get into the Club.

(d) If, with a Dependant member's knowledge or permission, another person uses that Dependant member's credentials to get into the Club.

(e) If You, Your Dependant member or Your (or a Dependant member's) Guest uses rude or abusive language or behaves or threatens to behave in a violent or aggressive way at the Club.

(f) If We receive any complaint about Your behaviour or that of Your dependant(s) member at the Club or if You or a Dependant(s) member persistently behave inappropriately, or if We believe that Your continued Membership (or that of a Dependant member) is not in the interests of other members of the Club, We have the right to suspend and / or terminate Your entire Membership where We consider there are reasonable grounds for doing so, without recourse.

(g) If We cancel Your Membership in accordance with the terms hereof, We have the right to keep a pro rata proportion of the money You have paid under this agreement. We may also not accept any future applications You make for Membership to the Club and You may not be allowed to enter the Club for any other reason.

17 IF YOU DO NOT PAY YOUR MEMBERSHIP FEE WHEN IT IS DUE

17.1 If You do not pay Your Membership fee when it is due, We will contact You to let You know and You may incur an administration charge and have to reapply for Membership which will be subject to availability at that time. If You are paying by direct debit, We may try to take this payment from Your account again later in the month. If that is unsuccessful, but Your direct debit instruction is still in force, We will try to take payment again in the following month for the payment You have missed and the amount due for the current month.

17.2 We may refer any missed payments, including any future payments that are due as part of Your contract (for example, payments for the rest of an initial period or notice period), to a debt-collection agency.

17.3 If You fall behind with Your Membership payments for more than 30 days, We will charge You a late payment fee of £55. We will also charge an additional administration fee of £10 for each missed payment.

17.4 If You do not pay for Your Membership, We may prevent You and any Linked Member(s) (adults or Dependants) from entering the Club. This does not mean We will end Your Membership but We may do so in our sole discretion.

17.5 Cancelling Your direct debit does not mean You have given us notice to end Your Membership and You may incur penalties under clause 17.3. You must give us written notice in accordance with the terms hereof and pay Your Membership fees through to the end of the contractual notice period.

17.6 If You do not complete Your initial contract and/or the full notice period required to end Your Membership, We reserve the right to recover the full cost of any promotional discount You benefited from when subscribing to Membership at the Club, including but not limited to, the full joining fee and any waived or reduced Membership fees.

18 CHANGING YOUR MEMBERSHIP FEES AND THIS AGREEMENT

18.1 We may increase Membership fees in accordance with paragraph 15 above.

18.2 We may make changes to this agreement, to these terms and conditions in Part A and to the rules and regulations in Part B or displayed in the Club, at any time, but in doing so, shall provide as much notice as reasonably possible.

19 MAKING CHANGES TO THE CLUB OR ITS FACILITIES, PRODUCTS, SERVICES AND ACTIVITIES

19.1 If We decide to make changes to the Club or to close it temporarily We will make every reasonable effort to give You notice of the change(s) by displaying a sign on the noticeboard in the Club and/or by sending an email to Your registered email address. It is Your responsibility to ensure You have provided us with a valid email address for You and that this is updated when required.

19.2 We have the right to increase, reduce or withdraw certain facilities, services or activities at the Club either permanently or temporarily (for example, to carry out cleaning, repairs, maintenance, refurbishment, new construction or security works or any other works required in order to comply with our legal obligations).

19.3 If We decide to permanently withdraw any of the Club facilities We will endeavour to give You reasonable notice by displaying a notice on the Club noticeboard.

19.4 If We decide to make any other change to the facilities, services and activities available at the Club, We will give You notice by displaying a notice on the Club's noticeboard if this is reasonably possible.

19.5 If We have to close facilities of the Club for reasons outside our control, We will try our best to provide other facilities.

19.6 We will display details of the opening and closing times for the Club at Member Services. Opening times may vary during the Christmas period and on other bank holidays. We will let You know about these temporary changes on the Club's noticeboard and / or on our website.

20 ISSUES & COMPLAINTS

20.1 We are committed to making sure our Members are satisfied with the service We provide, but We are realistic enough to know that things don't go according to plan all the time. If You or Your Guest(s) have any issue, We want to know about it as soon as possible so that We may fully investigate it and sort the matter out.

20.2 If You have any issue or complaint please contact Member Services and ask to speak with the Duty Manager.

20.3 If You remain dissatisfied, please ask to speak with the Group Club Manager, or contact them at info@kings.gg.

21 DATA PROTECTION

21.1 We comply with the Data Protection (Bailiwick of Guernsey) Law, 2017.

21.2 We will deal with all information We hold about You in line with our Privacy Notice which You can get from our website. If You want to know what information We hold about You, or You want us to correct any information We hold about You, the appropriate procedures are set out in our Privacy Notice.

22 DEPENDANTS

22.1 We welcome Your Dependants to our Club but they must behave responsibly and respectfully to staff and members. They must not put themselves or other people in danger or prevent other members from enjoying the Club or its facilities. If Your Dependant(s) is/are behaving unreasonably, We have the right to speak to You or the Dependant(s) about this.

22.2 If Your Dependant(s) behave(s) unreasonably, whether on one visit to the Club or over a number of visits to the Club, We will try to sort out the issue by meeting with You. If We cannot sort out the issue during the meeting, We have the right to suspend or terminate Your Dependant's Membership at the Club in our absolute discretion.

PART B – RULES AND REGULATIONS FOR USING THE CLUB'S FACILITIES, SERVICES AND ACTIVITIES

1 GENERAL HEALTH AND SAFETY

1.1 As Your safety is our main priority, We do not allow crockery or glasses outside of the internal areas of 1857 unless We have organised this.

1.2 We do not allow animals in the Club except for registered working assistance animals with the prior approval of the management.

1.3 To protect the safety of all people attending the Club, You must pay particular attention to all signs and notices relating to health and safety in the Club. If You do not understand a notice or sign please ask one of our team members.

1.4 Fire exits are clearly marked throughout the Club and the Premises. If there is a fire or if You hear the fire alarm You are to comply with Our Fire Safety Policies (available from Member Services) and any and all instructions given by staff. If no staff member is present, You should make Your way immediately through the nearest possible exit to the advertised assembly points in the car park and on Tennis Court 4.

1.5 If You suffer an accident or injury on the Premises, providing You are capable of doing so, You must report it and the circumstances under which it happened to Member Services immediately and complete the Club's Accident Report Form and provide any additional written documentation as requested by the Club's management. If You are incapable of immediately reporting the accident as a result of any injury caused, You must contact the Club when You are able to do so. In the interim, We may collect statements and other information from any witnesses.

1.6 While You are at attending the Premises, We expect You to behave appropriately, respectfully and politely, and dress appropriately (for example, by not wearing only Your swimsuit in 1857), at all times. We can prevent You from entering the Premises or ask You to leave if We think that Your behaviour or appearance is not suitable. For the avoidance of doubt, exercising without a top on is strictly prohibited.

1.7 You must not attend the Premises if You have an infectious illness or condition.

1.8 For Your safety, when using the racquet facilities, You must wear appropriate footwear for the playing surface (for example, non-marking smooth-soled shoes on carpet courts).

1.9 For reasons of health and safety all members must abide by the following:-

(a) to replace any equipment after use;

(b) to shower before entering the pool areas, steam room or sauna; and

(c) to ensure that the consumption of food and beverages (other than water and/or health related drinks) remains within 1857.

1.10 Alcohol may only be consumed within 1857 (bar area and adjacent designated areas as defined in section 12 below). Alcohol may not be brought onto the Premises and any person who appears under the influence of alcohol may be asked to leave. No alcohol is to be purchased, brought for, consumed or given to anyone under the age of 18.

1.11 With the exception of 1857, the use of any facilities is strictly prohibited whilst under the influence of alcohol.

1.12 Smoking and/or vaping is only permitted on the Premises in the designated smoking/vaping area. Outside of this area smoking/vaping is strictly prohibited.

1.13 The use of drugs, including performance enhancing substances, is strictly prohibited. Anyone who appears to be under the influence of drugs may be asked to leave. The Club reserves the right to contact the Police.

1.14 You should not exercise beyond Your own abilities. If You know or are concerned that You have a medical condition which might interfere with You exercising safely, before You use our equipment and facilities You should get advice from relevant medical professionals and follow that advice.

1.15 If You have an illness or disability, You must follow any reasonable instructions to allow You to exercise safely.

1.16 You should let us know immediately if You feel ill when using our equipment or facilities.

2 YOUR DEPENDANTS' HEALTH AND SAFETY

2.1 Dependants aged 13 or under must be supervised at all times by a member over the age of 18, including within 1857 and any designated play areas. However, this may not apply if they are attending An Organised Club Activity.

2.2 If You cannot bring Your Dependant to a supervised activity, You can apply to the Group Club Manager to get a pass for a named member of Your immediate family to bring them instead. This person is not allowed to use any of the Club facilities except 1857.

2.3 If Your Dependant is at a supervised activity, he or she must be registered with the person in charge of the activity, who must also have details of who will be collecting Your Dependant. We will not allow any other person to collect Your Dependant unless You have made a specific arrangement beforehand with the person You have left Your dependant with.

2.4 We may provide a crèche for Dependants. You can book a place subject to availability. At least one parent or guardian must stay on the Premises at all times while Your Dependant is in the crèche. You must provide any nappies, food, drink and toiletries Your dependant will need, as well as complete any other documentation or provide any further information at Our request and as We may reasonably require

2.5 You must not bring Your Dependant into the Club or childcare facilities if they have an infectious illness or condition.

2.6 Dependants under the age of 8 must use the changing room with adult supervision.

3 CAR PARK

3.1 You are only entitled to use the Club car park while You are visiting the Premises. You must park only in the spaces in Our car park. If You do not have a disabled badge You must not park in the spaces reserved for disabled badge holders.

3.2 We do not guarantee that parking is always available.

3.3 You park and use the car park at Your own risk. Neither the Club nor the Premises Owner accepts any liability for any loss, theft or damage to Your car, motorcycle, bicycle or any other vehicle or personal belongings in it, while You are parked or using our car park.

3.4 We reserve the right to enforce Our Terre A L'Amende at any time where You are not using the Premises or facilities. We also reserve the right to clamp Your car or other vehicle if deemed necessary. Such decision lies exclusively at the Club's sole discretion.

4 SWIMMING POOL, SAUNA, STEAM ROOM AND SPA

4.1 For health and hygiene reasons, You must make sure You and Your Dependants shower and use the toilet before entering the pools or jacuzzi.

4.2 You must at all times follow the pool, jacuzzi, sauna and steam room rules and guidelines displayed in the Club and any instructions a member of staff gives You at any time.

4.3 We may reserve exclusively the swimming pools at certain times for adult-only swimming, specific classes, lessons or dependant's activities or private functions and events. We will always try to let You know beforehand about these reservation and restrictions by putting details on the Club's noticeboard.

4.4 Items (such as floats and inflatables) that may prevent other members from enjoying our facilities may not be allowed at busy periods. In such circumstances a member of staff will advise all pool users.

4.5 You are not allowed without our prior consent to use snorkels, masks, fins, flippers, radios or lilos in the Club pools unless participating in An Organised Club Activity, or unless authorised to do so by the Duty Manager on a case by case basis

4.6 You are not allowed to shave, exfoliate (remove dead skin), use conditioners or eat in either of the swimming pools, jacuzzi, sauna or steam room.

4.7 You are not permitted to use any oils or essences, apart from those provided by the Club, within the sauna or steam room.

4.8 Members who are not potty trained, must wear swimming nappies.

4.9 No shoes are permitted to be worn in the pool area, unless covered with a clean pair of overshoes provided or approved by the Club. An additional pair of clean flip flops is permitted.

4.10 Dependants aged 15 and under cannot use the pools or pool area during adult-only swim times, unless participating in An Organised Club Activity.

5 LOCKERS

5.1 You bring all personal belongings to the Club at Your own risk. We do not accept legal responsibility for any loss or damage to these items.

5.2 If You leave Your belongings in a free to use locker overnight, or if You pay for a private locker but fall into arrears in paying fees as they fall due, We have the right to remove Your belongings. You can claim the belongings We have removed from Member Services for up to four weeks after We remove them. After this time, We will not be responsible for the belongings.

5.3 We are not responsible for personal property stored in any of the lockers. All bags must be kept in lockers and are not permitted to be taken in the fitness areas. With the exception of rented lockers, Members and Guests must ensure that the contents of lockers are removed at the end of their visit. The Club reserves the right to remove contents from any locker, or items left on the Club's Premises All lost or abandoned property will be recorded and kept in a secure place for not less than one month. After this time such items will be either be disposed of or donated to charity.

5.4 If You find lost property, You must hand it into the Member Services immediately.

6 GYM AND FITNESS FACILITIES AND SERVICES

6.1 We know that everyone has different aims, levels of skill, tolerance and fitness. Every moment You spend with one of our Gym Instructors or Personal Trainers is designed to focus on Your needs.

6.2 Before You start using the gym or fitness equipment, You must undergo a Club induction and read and sign a Health Commitment Statement (available from Member Services).

6.3 You are responsible for ensuring You are sufficiently healthy to use the Club's facilities and if in doubt, You should consult an appropriate medical professional, and follow any advice received.

6.4 To make sure You get the most from every activity that You do at the Club in the safest possible way, We encourage You to warm up properly and take time to cool down after Your activity.

6.5 You should not take part in any physical activity that You may not be fit for. You are responsible for monitoring Your own condition during physical activity.

6.6 Members, Guests and other visitors are advised that strobe lighting, flashing images and flashing video content is played regularly within the Club which may affect people who are susceptible to photosensitive epilepsy or other photo sensitivities. Viewer discretion is advised.

6.7 You are responsible for monitoring Your own condition. If You suffer any unusual symptoms, You must immediately stop the activity.

6.8 Only qualified professionals employed by the Club are permitted to coach or train any persons on the Premises, unless a physiotherapist or other similar medical professional is in attendance as part of a rehabilitation programme post injury. In this circumstance, prior written approval is to be obtained from Member Services on a case by case basis.

7 BOOKINGS

7.1 The Club reserves the right to exclusively book areas of the Club for tournaments, exhibitions and other exclusive social activities. Please see notice boards for details.

7.2 Bookings for courts and classes can be made up to 7 days in advance by members.

7.3 Spectators must remain outside the court/exercise areas.

7.4 No coaching is allowed, other than by an employed Club professional, unless previously authorised in writing by the Group Club Manager.

7.5 Tennis and Squash players must vacate the courts promptly, regardless of the score, when the session time has elapsed and leave the court in good order.

7.6 'No show' courts will be let 10 minutes after the booking time.

7.7 Maximum time for booking a Tennis Court at any one time is 2 hours.

7.8 Maximum time for booking a Squash Court at any one time is 40 minutes.

7.9 Participants must arrive for bookings in good time.

8 PHOTOGRAPHS AND VIDEOS

8.1 You may not use cameras, video cameras and camera phones on the Premises at any time without the written permission of the Group Club Manager. This policy reflects that the Club is attended by children, vulnerable adults and those that may not wish for their pictures to be taken or the locations to be recorded.

9 HEALTH CLUB OPENING TIMES

9.1 The Club is open from 06.00-21.00 Monday to Thursday, 06.00-20.00 Friday and 08.00-18.00 on Saturday and Sunday.

9.2 The Club is closed Christmas Day, Boxing Day and New Year's Day.

9.3 We reserve the right to change opening times and hours will be restricted during Bank Holidays with details posted on the Club's notice board and / or the website.

9.4 Club facilities will start to close 20 minutes before the Club officially closes. These times may change from time to time without notice.

9.5 Members must vacate all changing rooms 5 minutes prior to the Club closing.

10 OFF PEAK MEMBERSHIP ACCESS

10.1 Off Peak Membership access is only permitted between 10.00-15.00 and 20.00-21.00 Monday to Thursday, 10.00-15.00 Friday and 13.00-18.00 on Saturday and Sunday. With the exception of the 1857 facilities, Off Peak members must not enter the Premises before their allocated start time and must cease use of the facilities and exit the Premises by the end of each allocated session time.

10.2 With the exception of the 1857 facilities, Off Peak members are not entitled to enter the Club or use its facilities, including the changing rooms, outside of these times.

10.3 Repeated incidents of using the Club outside of these times will result in an additional charge up to the full undiscounted rate for Your Membership category in any month where incidents occur. You will be advised in advance of the penalty charge and it will be automatically collected in the next months' direct debit run.

11 SERVICES PROVIDED OFFSITE

11.1 At the discretion of the Club, services may be provided off site, away from the Premises.

11.2 These Terms and Conditions will continue to apply notwithstanding the location of the services.

11.3 By providing services at any location outside the Premises, the Club and accepts no liability for any accident, injury, death, loss of property or other loss or injury that may occur at such location other than for liability which arises from our respective negligence or failure to take reasonable care.

11.4 If the services are provided at Your home or another location supplied by You, You warrant that such location is a safe environment and that You have all relevant insurances in place as may be required for the location to be used for such services. You agree to indemnify the Club in respect of any injuries, illness or death experienced by any Club employees or contractors at such location as a result of the provisions of services at that location.

12 OTHER RULES

12.1 You are responsible for reading information on the notice boards and must adhere to any signs and notices displayed at the Club.

12.2 In respect of clothing We insist that normal exercise attire must be worn when using the facilities, swimming trunks/ bathing costumes, multi-coloured Bermuda shorts (with the exception of pool activities and aqua classes) and shirts or jeans are not permitted. Trainers, with no black soles, must be worn whilst using the dry facilities. For the avoidance of doubt, exercising without a top on in the Outdoor Fitness Zone (or any other area excluding the pool facilities) is strictly prohibited.

12.3 The Club and the Premises Owner do not accept liability for damage, theft or loss to Your property, a Dependant's property or a guest's property that may happen on the Premises or within the grounds of the Club, other than the liability which arises from our respective negligence or failure to take reasonable skill and care.

12.4 The Club and the Premises Owner do not accept liability for the injury or death of any member, dependant or guest that may happen:

(a) on the Premises; or

(b) in the course of the Club's provision of off-site services away from the Premises

other than for liability which arises from our respective negligence or failure to take reasonable care.

12.5 The Club cannot take responsibility for the loss of any money or personal property of Member(s), Guest(s) or site attendee, however caused.

12.6 All payments for ancillary products and services must be made at Member Services or online via an official and approved Club payment method. It is not permitted to pay Club employees directly.

12.7 Any removal of Club property (including but not limited to towels, magazines, equipment etc.) will be considered as theft and could lead to criminal prosecution.

12.8 Only food and drink purchased in the Club can be eaten in 1857.

12.9 The Club reserves the right to restrict duration of use of the equipment if necessary to do so from time to time.

12.10 The unauthorised promoting and marketing of any goods, products and/or services whatsoever of any nature within the Club by Member(s) and/or their Guest(s) and any other Visitors in any form in and around the Premises is strictly prohibited unless authorised and agreed in advance and in writing by the Group Club Manager.