



Queen Mary, University of London Students' Union

# Qmotion

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## Terms and Conditions.

### Introduction

The terms and conditions stated below are to there make sure we offer everyone a fully functional membership within Q Motion Health and Fitness Centre.

The terms and conditions of membership in part 1 apply to all members, along with the terms and conditions of use in part 2, which apply to all our members and guests.

These terms and conditions form part of your membership agreement with us. Your membership agreement with us is made up of your membership agreement form (your application form when filled in and signed on our behalf) and these terms and conditions. These documents together form a legal membership agreement between us, so please make sure that you carefully read these terms and conditions and the membership agreement form. In joining Q Motion you are agreeing to abide by these terms and conditions. Q Motion is here after referred to as the club.

You and your guests must also keep to the club rules and regulations at all times whilst in the club.

When we use 'monthly' in these terms and conditions, we mean full calendar months. A full calendar month starts at the beginning of the first day of the month and ends at the end of the last day of the same month (for example, 1 January to 31 January).

We may change our terms and conditions at any time. When we do make changes that may affect you, we will give you reasonable notice of the changes that we plan to make. If you are not happy with the changes, you may cancel your membership in line with section 7 of these terms and conditions.

These terms and conditions replace any previous versions.

Your membership agreement is governed by the laws of England.

These terms and conditions apply at all times and take priority over any spoken communication from one of our team members.

## **1 Membership**

### 1.1 Membership categories.

The club offers different categories of membership. Your choice of category on joining will determine the fees you pay, and when you pay them.

The club may from time to time introduce new categories of membership; please check occasionally whether your membership category remains the most suitable for you.

Not all membership categories and subcategories will be available at all times.

We may choose, at any time, to close membership categories or subcategories to new members or members who want to transfer their membership to another category. You will not be able to join or transfer your membership to a category we have closed.

All memberships with us depend on these terms and conditions and the membership agreement form, as well as the club rules and regulations.

### 1.2 Membership Cards.

Private and Associate Members will be issued with a membership card, which will be personal to you and will remain the property of the club, and you must return it to the club on your membership coming to an end. You will be required to permit a digital photograph of yourself being taken by the club for the purpose of computerized club entry control and security.

Student and Staff Members will use their Student/Staff University ID cards as their membership cards.

You must use your membership card to enter the club, on each visit to the club and any loss of your card must be reported to the club immediately. You must bring your membership card with you each time you visit. If you forget your card, we will ask to see a second form of suitable photo identification before we can allow you to enter the club. We may delay your access to the club to give us enough time to record your visit.

If you have lost your card, you will need to buy a replacement card. Details of this charge are available in the club.

You cannot transfer your membership to another person.

Any misuse of your membership card may lead to our terminating your club membership.

### 1.3 Acceptance and Entry.

Acceptance as a member is at the club's absolute discretion. The club reserves the right to prevent entry of any person whose membership has been cancelled or suspended under these terms.

### 1.4 Notice to Terminate.

If you are a Direct Debit Member you may terminate your membership of the club for convenience by giving the club 1 complete calendar months' notice: for example, if you give notice on or before 1 June it will expire on 30 June, if you give notice on 3 June it will expire on 31 July.

The club may also terminate your membership by giving you at least 1 complete calendar month notice.

### 1.5 Starting your membership

Your membership starts from the start date set out on your membership agreement form. When you join, you will need to pay us the payments set out in this section - the amount you pay will depend on your membership category and subcategory.

You may need to pay a bank and administration fee when you join the club. This is a standard charge which is set according to your membership category or subcategory. The details of the standard bank and administration charge are available at **the** club, and we will tell you about this when you join.

You must pay part of the subscription for the month you join in, on the day you join. This is called a 'starter payment' and is worked out based on the number of days left (including the day on which you joined) in the current calendar month. We work this out by:

a dividing the number of days left in the calendar month by the total number of days in that calendar month; then

b multiplying the above figure by the current monthly subscription rate. For example, there are 31 days in January, so if the monthly subscription rate is £40 and you join on 4 January (28 days left in that calendar month), your starter payment will be:  $28/31 \times 40 = £36.13$

We take your monthly subscription payments by direct debit on or around the first working day of the month, and you will pay in advance for the following month.

We may ask you to provide credit card details when you join. We may use your credit card details to collect payments you owe us, in line with section 8.

We have the right to refuse your application for membership.

## **2 The Facilities**

You will only be permitted to use the club facilities provided your membership is current and fully paid up or you have made payment arrangements acceptable to the club.

Details of the club's current opening hours and facilities are displayed on notices at the club. We may need to sometimes change the opening hours or the facilities available, for example for maintenance and refurbishment. If we need to do this we will, wherever possible, display notices at the club reasonably in advance. However, if we make a significant change to the opening hours and/or facilities available you may have the right to cancel your membership under clause 6 of these terms

## **3 Fees/Payment Conditions.**

3.1 The Membership Application form sets out the administration, joining and membership fees payable on joining. If you pay membership fees monthly, they are payable in advance by direct debit. If you pay membership fees in advance, they are payable in advance by direct debit on the anniversary month, or by other agreed payment methods.

3.2 We may accept other payment methods for the payments to join or reactivate, transfer or upgrade your membership, or to pay 12 full calendar months' membership in advance. We do not accept a cheque as a payment method.

3.3 During your membership, you must pay your subscriptions whether you use our facilities and services or not.

3.4 The monthly subscription rate for the club may change from time to time by any amounts we consider reasonable. We will try, but cannot guarantee, to limit changes to the monthly subscription to only one change for each year. We will write to you at least 10 working days before the change starts, in line with the Direct Debit Scheme Guarantee. This section will not apply to you if you have paid for 12 full calendar months' membership in advance.

3.5 If you are not happy with the change in the subscription, you may cancel your membership with us in line with our cancellation process set out in section 7. However, you must tell us beforehand that the increased subscription is the reason for you cancelling your membership, and you will still have to pay any increased subscription until your membership runs out. Once your membership ends, we will refund you the difference in payment which results from the price change.

3.6 If you have made a commitment for 3/6/9 or 12 full calendar months' membership, you will not be able to downgrade your membership (that is, change to a lower level of membership). You will not be able to cancel your membership during that period unless you pay (or have paid) the monthly subscriptions for the 3/6/9 or 12 full calendar months. We will not refund these subscriptions to you.

3.7 You will not receive a discount if you do not agree to commit to 3/6/9 or 12 full calendar months' membership. In these circumstances, our standard monthly subscription rates (without the discount) for your membership category will apply.

3.8 If your bank fails to make a due direct debit payment from your account, we will write to advise you of this. We reserve the right to refer any missed payments to a debt collection agency. We may charge a fee for failed direct debit payments and/or letters sent to you in respect of unpaid amounts.

3.9 If your membership comes to an end, the administration and joining fees that are applicable will be payable on any renewal membership.

3.10 Where there is any change in the status or membership category of any member the fees applicable to that new status or category of membership will apply.

3.11 The club reserves the right to require satisfactory confirmation of the identity of any member and other reasonable information to support qualification for any particular category of membership.

#### **4 Changing your membership and your payment details**

4.1 If you want to change your membership or your payment details, you must tell us, by the 15th day of the month, which changes you want us to make. If we agree to these changes, they will come into force from the first day of the following month. If you ask to change your payment details after the 15th day of the month, you will need to pay the following month's membership subscription direct to the club either by cash, debit or credit card.

4.2 When you ask to change your bank account details, we may ask you to sign a new direct debit authority form before we can make the change.

4.3 You cannot transfer your membership from yourself to another person.

4.4 We will send all correspondence to the address you gave on your membership agreement form, unless you tell us about a change of address. It is your responsibility to keep us up to date with any changes to your address.

4.5 If you want to change your membership or your personal or payment details, you should tell the general manager of the club in writing or fill in a form in person at the club.

#### **5 Suspension of Membership**

5.1 A member can only suspend their membership for three reasons:

- Pregnancy
- Serious Illness
- Serious Injury

You must tell us in writing if you want to suspend your membership. We must receive this notice by the 15th day of the calendar month. We will then suspend your membership from the first day of the following calendar month. We will decide whether, your payment for your membership may be suspended and we will ask for you to provide appropriate evidence of your serious illness, serious

injury or pregnancy. You cannot ask for your suspension to be applied from an earlier date.

5.2 We will only permit one suspension in any 12 months period.

5.3 Suspension periods must run for complete calendar months and must be notified and agreed to by the club in writing in advance of their commencement.

5.4 Notice to terminate membership cannot run concurrently with a suspension period.

5.5 You will need to tell us when you plan to return to the club when you write to us to ask to suspend your membership, but you may end your suspension earlier than this date if you let your club know. We will automatically reactivate your membership on the return date you have provided unless you have cancelled your membership in line with section 7 or returned before your return date.

5.6 We will not charge you while your membership is suspended, with our agreement. If you have made a commitment to 12 full calendar months' membership, and either pay a monthly membership payment or have paid your monthly subscriptions in advance, we will extend your commitment by the number of full calendar months your membership has been suspended for.

5.7 Suspending your membership is not the same as cancelling your membership. To cancel, you still have to follow the procedure shown in section 7.

5.8 You will not be allowed to use any club facilities while your membership is suspended.

## **6 Termination of Contract**

6.1 If you have not committed to 3/6/9 or 12 full calendar months' membership, you may cancel your membership at any time by giving one full calendar month's notice in writing.

6.2 You must address your notice in writing to the Health and Fitness Centre Manager of the club. The club must receive your notice by the first day of the month for the notice to come into force in the same month. ( For example: club must receive notice by 1 January for the membership to be cancelled on 31 January). If the club receives your notice after that date, the notice will not come into force until the last day of the following month. (In the example if the club received your notice after 1 January, the membership would not be cancelled until 28 February (or 29 February in a leap year)).

6.3 It is your responsibility to make sure that the club has received your written notice by the first day of the calendar month if you want to cancel at the end of that calendar month. If you send your notice by post and we do not receive it on time or at all, we may ask to see proof of postage to check that you gave enough time for us to receive your cancellation. In these circumstances, if you cannot provide proof of postage, we may ask you to give us another one full calendar month's notice that you are cancelling your membership.

6.4 If you have cancelled your membership by post or e-mail, we will send you an acknowledgement letter when we have received your written notice. If you do not receive this acknowledgement letter, you must assume that we have not received your cancellation. We will not send an acknowledgment letter if you cancel using a cancellation form at the club.

6.5 If you are a corporate member, we will automatically cancel your corporate membership if the agreement we have in place with the company you are associated with or employed by ends or if you are no longer associated with or employed by that company. We will be entitled to act on any notice the company gives to say that you are no longer associated with or employed by them. Your company or we will tell you when your corporate membership ends. If it ends, and unless you tell us you do not want to continue as a non-corporate member, we will automatically change your membership to the non-corporate membership and your membership rates may increase in line with this.

6.6 We may end your membership by giving you one full calendar month's written notice to cancel it. In these circumstances, you will not have to pay any monthly subscriptions for the period after your membership ends and we will refund you any monthly subscriptions you have paid in advance for that period.

6.7 We may suspend your membership (we will not charge you your monthly membership subscription fee during any period when your membership is suspended) or end it without notice if, at any time, you:

a seriously or repeatedly break the conditions of your membership agreement;

b allow another person to use your membership card to get into the club (this section will not apply if you have told us that your card has been lost or stolen);

c you or your guests use offensive or abusive language or use violent behavior at the club, or if your behavior puts our other members or employees at risk; or you fail to pay us, before your first direct debit payment is due, the initial membership payments you owe in line with section 3.

6.8 If we end your membership under section 6.7, we will not usually allow you to apply for membership to the club in the future.

6.9 If we end your membership under section 6.7, we will not refund your bank and administration fee, starter payments, or any subscriptions that you have paid for the months you were a member or for which you have made a commitment to continue as a member. You will still be responsible for paying any subscriptions for any initial period of one full calendar month or for any period of up to 12 full calendar months for which you have committed to continue as a member.

6.10 We will immediately end your membership if we receive official notice (for example, from the bank) that you have died, and we will refund any payments that you may have paid in advance for the full calendar months of membership left to your estate. Your estate will not be liable for further payment of monthly subscriptions.

6.11 When your membership has ended and we have taken the final payment from you, it is your responsibility to cancel your direct debit at your bank. If you do this before your membership has ended, we may contact you about any payments that you owe us if we cannot take any subscriptions from you.

6.12 If we permanently close the club, we will, where possible, give you at least one full calendar month's notice in writing to the address you have given us and also place a notice on the club's notice board. We will end your membership at the end of the one full calendar month's notice and refund any membership subscriptions you may have paid in advance.

6.13 You may terminate your membership immediately on giving notice to the club:

- If we commit a serious or repeated breach of these terms; or
- On grounds of the unavailability of facilities where the unavailable facilities comprise either a substantial part of any particular facilities or a substantial part of the club's overall facilities. In either case such unavailability must have a material adverse effect on your use of the club and the whole or greater part of the affected facilities must be unavailable for at least 20 days in any period of 60 days (or at least 60 days in any period of 365 days). If the unavailability is less than this (in effect, time or extent) then you may be entitled to compensation, but not to terminate your membership.

## **7 Failed Payments**

7.1 This section is about what will happen if you have not paid your monthly subscription payment for one of the reasons outlined below.

- a The direct debit details you gave us were wrong.
- b There are not enough funds in your bank account.
- c You have cancelled your direct debit with your bank without giving us the notice we need as set out in section 6.

7.2 While you still owe us payments, you will not be allowed to enter the club and we may cancel your membership. More details are set out below, but we have the right to start procedures to collect these payments at any time, as follows.

The direct debit details you gave us were wrong.

We will ask you to make the payment by cash, debit or credit card and for you to give us your correct details. You may be contacted by a debt agency (working on our behalf) for any payments you owe, which may include any associated court costs or other costs. We may choose to take the payment from your credit card using the credit card details you have given us.

There are not enough funds in your account.

In these circumstances, we will ask you, in writing, to make the payment by cash, debit or credit card. If, after the second month we have contacted you, you still owe us the payment, we may cancel your membership straight away. You may be contacted by a debt agency (working on our behalf) for any payments you owe, which may include any associated court costs or other costs. We may choose to take the payment from your credit card using the credit card details you have given us.

You have cancelled your direct debit with your bank without giving us the notice we need as set out in section 6.

We will ask you to make the payment by cash, debit or credit card. If, after the second month we have contacted you, you still owe us the payment, we may cancel your membership straight away. You may be contacted by a debt agency (working on our behalf) for any payments you owe, which may include any associated court costs and other costs. We may choose to take the payment from your credit card using the credit card details you have given us.

7.3 If you need more guidance on this, please contact our membership team, whose details are available from the club.

## **8 Reactivating your Membership.**

8.1 You cannot reactivate your membership until you have paid any payments that you owe.

8.2 We have the right to refuse your request to reactivate your membership.

## **9 Club Rules**

As a member you must comply with the club rules. These will be displayed prominently in the club and principally relate to the use of the facilities and members' conduct. We may (unless stated elsewhere in these terms) make reasonable changes to the club rules from time to time. A copy of the club rules will be supplied to you on joining and further copies will be made available on request.

## **10 Use of Equipment and Facilities**

10.1 The following guidelines apply to make sure you use the gym and fitness facilities safely.

10.2 Before you start using the gym or fitness equipment, you must fill in a pre-exercise questionnaire (PEQ) and have a supervised gym induction session with one of our qualified fitness instructors.

10.3 If you have any concerns about your physical condition, you must not do any strenuous physical activities without first getting medical advice.

10.4 We may refuse you access to the gym and fitness facilities if we consider your health to be at risk by using these facilities.

10.5 You must tell the general manager or qualified fitness advisor if there are any circumstances affecting your health that may be made worse through continuing to use the gym or fitness facilities. You should continue to keep this information updated throughout your membership or the period you use the gym or fitness facilities.

10.6 You must not use any piece of gym equipment without being shown how to use it by a qualified fitness instructor.

10.7 We may refuse you entry to an exercise class if you are more than five minutes late for the class.

10.8 You must take care to safeguard your own health and safety and that of other people whilst using the equipment and facilities.

10.9 You will be responsible for any harm or injury that you cause to yourself or another person or to the club to the extent that it is caused through your unsafe or improper use of the equipment or facilities.

10.10 The club will not be responsible for any loss, harm or injury to you to the extent that this is caused by your unsafe or improper use of the equipment or facilities or your failing to advise the club staff of a medical condition relevant to your use of these.

## **11 Bookings**

11.1 Members can book certain facilities depending on the rules of the club. Please ask the club for details.

11.2 If you are a member, you may make a booking by phone or in person at the club's reception as long as you are able to quote your valid membership number.

11.3 You may need to pay for your booking at the time you make it. Once you have made a booking and paid for it, you are not entitled to a refund unless the activity does not take place, due to an action, or omission of the club.

11.4 We do not pay refunds on block bookings (in other words, when you have paid beforehand for a number of sessions or courses).

11.5 We may, at times, set aside facilities for tournaments, exhibitions or other social activities without giving you notice.

## **12 Accidents and Injuries**

You must report any accident or injury you may have at the club as soon as possible in any event within 24 hours. We need this information in order to comply with our Health and Safety obligations and for insurance purposes.

## **13 Liability**

13.1 By law, we do not have to pay you compensation for any service, facility or equipment not being available because of health and safety reasons or where it is for the benefit of your membership.

13.2 By law, we do not have to pay you compensation for loss or damage you may suffer unless we fail to carry out our duties under these terms and conditions to a reasonable standard, or fail in any duties required by law.

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

a a fault of your own;

b someone else not connected with providing our services under these terms and conditions; or

c events which we could not have known about beforehand even if we had taken all reasonable care.

13.4 We have the right to make changes to the type of facilities we provide, if we give you notice. We will not be liable for any loss or damage caused by these changes unless this loss or damage is caused by something we have done or failed to do or cannot be avoided by law.

13.5 It is your responsibility to make sure that you are capable of doing the exercise provided by any programme you follow or any class you go to.

13.6 You should consult your doctor before you begin any programme or class if you are not sure whether or not it is suitable.

13.7 We cannot accept liability for loss or damage to members' or members' guests' property on club premises unless that loss or damage was caused by something we did or failed to do.

13.8 Our liability to compensate you (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount taking account of factors such as whether the damage was due to something we did or failed to do.

13.9 In these terms and conditions, we are not excluding our liability for death, personal injury or fraud.

## **14 Valuables and Liability**

The club provides lockers for the storage of personal items and uses all reasonable efforts to provide a secure environment at the club. Nevertheless the club cannot eliminate entirely the risk of theft, damage or loss of members' personal possessions and we advise you not to bring valuable items such as jewellery or large amounts of cash to the club.

Items cannot be left in the lockers overnight, and if this does happen then the club will cut of the padlock and remove the items, and a fine will need to be paid to retrieve said items.

Please note that although we do not limit liability for death or personal injury caused by our negligence, the club will not be responsible or liable to you (except to the extent that we are negligent or in breach of any legal duty) for:

- Any loss or damage to any of your possessions not locked into one of the lockers provided;
- The items you choose to place in the club's lockers (and it is strictly your responsibility to check that the locker is properly locked and secure before leaving possessions in it);
- The criminal acts of any person on the club premises such as theft of lockers or their contents;
- Any loss or damage to your possessions in the excess of £200 in total;
- Loss or damage caused through misuse under any circumstances of stolen keys, wallets, purses, credit cards, debit cards or cheque books;
- Loss or damage caused through a third party providing independent services or facilities to members on club premises;
- Events which we could not have foreseen or forestalled even if we had taken reasonable care.

## **15 CCTV**

In the interests of security and the health and safety of members and staff, the club may operate CCTV cameras at various points inside and outside the premises. Access to recorded images will be restricted to authorized members of staff only.

## **16 Use of Mobile Phones**

The use of mobile phones is not permitted whilst using any facilities in the club. ( For example on the gym floor, in the studios or sports specific area.)

## **17 Data Protection**

17.1 We will keep to the Data Protection Act 1998.

17.2 With any personal information we hold about you:

a we will only do what you ask us to; and

b we have in place appropriate security measures to prevent your information being lost, destroyed or damaged.

17.3 We may pass your personal information to other companies to use, in line with these terms and conditions and the membership agreement.

17.4 These other companies must use your personal information fairly and legally in line with the Data Protection Act.

17.5 You are entitled to see the information we hold about you and can ask us to make any necessary changes to make sure that it is accurate and kept up to date. If you want to do this, please contact the club.

17.6 We are entitled by law and have the right to charge a fee of £10 to meet the costs of giving you, when you ask, details of the information we hold about you.

## **18 Complaints**

18.1 Your enjoyment of your membership is a priority to us. If you or your guests have a complaint, we want to know about it as soon as possible so we can try to sort it out.

18.2 If you have a complaint, you should speak to a member of the team at the club.

18.3 If you are not satisfied with the response, you should write to the general manager at the club.

## **19 Events beyond our reasonable control**

19.1 If we are not able to provide all the services and facilities at the club for 60 days in a row or longer for 'reasons or events outside of our reasonable control', either you or us will be entitled to cancel your membership immediately after giving notice in writing. By law, we do not have to pay you compensation in these circumstances and during this period.

19.2 'Reasons or events outside of our reasonable control' could include, for example, natural disasters, a government's actions, war or national emergency, acts of terrorism, protests, riot, fire, explosion, flood, an epidemic, lock-outs, strikes or other labour disputes (whether or not they relate to our workforce), restraints or delays affecting carriers or not being able to get supplies of suitable materials on time or at all.

## **20 General Health and Safety Requirements.**

20.1 As your safety is our main priority, you are not allowed to bring crockery, glass or food into the gym, changing rooms, or fitness studios.

20.2 No pets, other than guide dogs, are allowed in the club.

20.3 To protect all our members' and guests' safety, any person visiting or using the club or otherwise being on the club premises must pay particular attention to all notices and signs relating to health and safety matters. If you do not understand a notice or sign, please ask one of our team members at the club.

20.4 Fire exits are clearly marked throughout the club and must not be interfered with. If the fire alarm goes off, you must leave the premises through the nearest safe exit and make your way to the assembly point outside.

20.5 You are not allowed to smoke in any area of the club.

20.6 While you are at the club or using the club's facilities, we expect you to behave appropriately, respectfully and politely at all times. We have the right to prevent you entering the club or to ask you to leave if we think that your behaviour or appearance is not suitable.

20.7 You must dress appropriately depending on the place and time of day.

20.8 Only food we provide may be eaten in the café bar area unless we allow otherwise because of medical reasons.

20.9 You must follow the rules and regulations which apply at the club.

## **21 Contractual Changes**

The club may from time to time change or add to these terms for security, legal or regulatory reasons. Where reasonable, we will provide at least one month's notice of any significant changes by displaying them on the club notice boards. If any change has a material adverse effect on your use of the club you may terminate your membership at any time on giving the club 1 calendar months' notice.

## **22 Notices**

Notices from you to the club must be in writing and addressed to the Health and Fitness Centre Manager at the club. The club reserves the right to require evidence of posting or delivery where it has no record of receipt or the date of any notice appears inconsistent with the date of receipt. In these cases the

notice will be deemed not given unless such evidence is produced. Any notice handed to the club must be receipted.

Notices from the club to members will be posted to the Primary member at their address in the membership records (or, where these terms permit, displayed on notice boards at the club).