

1. Acceptance as a Member

(a) The Proprietor shall mean CGLMC Ltd (the organisation) and shall include the manager and any employee or agent of the Proprietor. The Proprietor shall have absolute discretion upon whether to accept the application for membership of an applicant as a Member of the Performance Centre.

(b) Acceptance by the Proprietor of an application for membership shall constitute a binding contract between the Proprietor and the Member upon the Terms and Conditions of Membership and the Rules of the Club which are displayed within Links House and on its website from time to time.

2. Physical condition of the Member

The Member warrants and represents that he/she is in good physical condition, furthermore, he/she warrants that he/she is capable of engaging in active or passive exercise and that such exercise would not be detrimental to his/ her health, safety, comfort or physical condition.

3. Assignment

Membership of the Performance Centre is personal and cannot be assigned, transferred or otherwise disposed of save with the prior written agreement of the Proprietor such consent not to be unreasonably refused.

4. Membership

(a) Every candidate for membership shall be at least 16 years of age.

(b) Where available, Joint Members shall be subject to the rules governing individual Members and each Member shall be jointly and severally liable for the full contract value and any costs incurred as a result of obtaining payment.

5. Joining fee and Membership Subscriptions

(a) From the date of being accepted as a Member, membership shall continue until 31st March 2021.

(b) 12 Month Membership: Beginning (not before) April 1st 2020 or when the Member is accepted for membership all Members shall pay either a single subscription for their 12 month membership or at the discretion of the Proprietor 12 monthly subscriptions consisting of one twelfth of the annual membership fee plus a finance charge, information on which will be provided to the Member on joining. Monthly or annual subscriptions shall be payable by each Member irrespective of the actual usage of the Performance Centre or change in personal circumstances (including any assignment permitted under paragraph 3 above) save as set out at 6(f) below.

(c) Winter Membership: Beginning (not before) November 1st 2020 or when the Member is accepted for membership all Members shall pay a single subscription for their winter membership. Annual subscriptions shall be payable by each Member irrespective of the actual usage of the Performance Centre or change in personal circumstances (including any assignment permitted under paragraph 3 above) save as set out at 6(f) below. Winter membership is subject to availability.

(d) In relation to Members joining online and to whom the Distance Selling Regulations apply, from the date of being accepted as a Member he/she shall have a period of fourteen days within which to cancel their membership if they change their mind. This right of cancellation shall be lost as soon as a Member enters the Performance Centre.

(e) In relation to Members joining online, Members confirm and warrant that the information that they have provided as part of the application is true and accurate in all respects.

(f) for all other fixed terms of membership, they will terminate and not automatically renew on the termination date set out when enrolling. There will be no right, or privilege to automatically renew the fixed term memberships other than the 12 month membership.

6. Termination of Membership

(i) The Proprietor may terminate the membership of any Member;

(a) without notice and with immediate effect in the event that a Member either: (a) commits a serious breach Rules displayed within Links House or the Members Conduct Rules set out at paragraph 7 below (which may include, by way of example, violence, excessive use of bad language, threatening behaviour or inappropriate sexual activities, in a way which disturbs

the enjoyment of the Performance Centre Members or any other individual); or
(b) repeatedly breaches the Members Conduct Rules; or
(c) in the event of a breach, capable of remedy, does not remedy the same within seven days of receipt of a written default notice from the Proprietor; or
(d) acts in a manner that is, in the reasonable opinion of the Proprietor, unacceptable; or
(e) commits a breach of paragraph 5(e) above.

(ii) If any part of the monthly membership subscription remains unpaid 30 days after the date due for payment. We may engage a collections agency to pursue you for the debt. You agree that you will be responsible for all costs of the agency seeking to recover payment from you. A late payment charge may be raised if the debt remains unpaid after 30 days.

(f) In the event of termination of the membership of any Member in accordance with paragraph 6(a) above the Member will be liable to pay reasonable compensation to the Organisation in respect of any monies which at the time of such termination are owing to the Organisation in accordance with the contractual agreement, alternatively, if money has been paid in advance under this agreement, to retain a proportion of the money so paid, to cover any reasonable costs or losses incurred.

(g) The membership is for an initial period of a minimum of 12 months unless you have entered into another fixed term membership that the proprietor may release at their discretion from time to time. The Member may cancel the membership by giving one complete calendar month's written notice to terminate the membership, and such notice may be given at any time after the end of the eleventh month from the date of commencement of membership but shall only be effective from the first day of the following month.

(h) After the initial period of 12 months and on each anniversary of joining thereafter, the membership shall automatically renew further periods of 12 months unless and until terminated by the Member giving one complete calendar month's written notice to terminate the membership, which shall only be effective from the first day of the following month or as per 5(e) where there will be no automatic renewal or guaranteed access to fixed term memberships less than 12 months.

(j) In those cases where membership has been paid in advance, and where the minimum membership period (if applicable) has expired, upon termination by the Member in accordance with paragraph (d) above the Member will be entitled to a refund, calculated proportionately to the full membership fees payable for such period, taking account of the monthly subscription rate currently charged, and subject to a reasonable administration charge.

(k) The Member may terminate this agreement on 30 days' notice in writing, accompanied by reasonable evidence, if he/she:

(i) is unable to use the Performance Centre through serious illness or injury likely to preclude him/her from using the facilities for a period of at least two calendar months;

(ii) is made redundant or loses their job and is unable to find alternative employment for a period of at least two calendar months; or

(iii) permanently relocates to an address which is outside of the locality of the Performance Centre. In the event of termination under this paragraph, the Proprietor shall be entitled to charge a reasonable administration charge.

7. Members Conduct

A Member (and, where appropriate his/her Guests) must:

(a) comply with any applicable dress code for the building;

(b) show consideration for other Members and their Guests and staff in and around the premises;

(c) not use abusive or bad language;

(d) not bring, use or be under the influence of illegal drugs in any part of the premises;

(e) not be drunk in or about the premises;

(f) not behave in an anti-social or disruptive manner, including but not limited to inappropriate or threatening behaviour, misuse of equipment or sexual activities.

8. Rules pertaining to young persons (under 18)

(a) Young persons under the age of 16 cannot enter or be left at the Performance Centre

unattended unless attending an organised activity such as the junior coaching program. Young persons under the age of 16 must be supervised by an adult at all times.

(b) Parents are totally responsible for their children's behaviour at all times during a visit to the Performance Centre. A Member's child should also be expected to adhere to the Members Conduct Rules (see paragraph 7 above). Misconduct by the Member's child will be regarded as the Member's own misconduct.

9. Alterations or Variations

(a) This Membership Agreement or the Club Rules may be revoked, supplemented or altered by the Proprietor at its discretion and the Proprietor shall give the Members reasonable notice in advance of such changes by posting a written notice on the Club Notice Board or on its website. If the changes affect any fee or charges which a Member is liable to pay the Proprietor shall provide written notice at least 14 days in advance of the changes being made, either by posting to the website, the online membership portal or by email to the last address that the Member has provided. Where the change to the Terms and Conditions is otherwise material (such as where there is a significant change in the level or type of facilities offered by the Organisation, the Member can cancel his or her membership by giving one complete calendar month's written notice to terminate the membership within 30 days of receiving written notice from the Proprietor.

(b) Members who do not wish to accept an increase in subscription may cancel their membership by giving written notice. The written notice period shall in all cases be not less than one calendar month. If such notice would otherwise expire before the initial period of membership, it shall be deemed to expire on the last day of such initial period of membership. The Member giving notice must continue to pay subscriptions at the rate current immediately prior to any proposed increase until the end of such notice period. The Proprietor will refund any subscriptions that have been paid for by a Member for any period after the expiry of the notice.

10. Queries

For any query that cannot be satisfactorily dealt with by the department staff concerned, please ask for the manager.

11. Hours of Opening

The Performance Centre's hours of operation within Links House can be obtained by members through visiting our Performance Centre Membership Page on the website.

12. Usage and booking

(a) Membership will grant access to the Performance Centre up to a maximum of 1 hour per day. The Proprietor makes no allowance or guarantee that there will be available times and allocation of slots will be made on a first come first serve basis.

(b) Members will have access to book online via the company website up to 7 days in advance.