Sport Imperial External Membership Terms and Conditions

1. These Terms and Conditions

1.1. These are the terms and conditions on which we supply the membership services to you.

1.2. Please read these terms and conditions carefully before you sign up for membership. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1.3. PLEASE NOTE - these terms and conditions will be reviewed annually and are subject to change; updates and changes will be displayed on the Sport Imperial website. We will endeavour to ensure that no material changes are made to these terms and conditions during the term of your membership without giving notice to you of such changes. You will be given the opportunity at that time to cancel your membership if you do not wish to be bound by such changes. If you do not exercise such right you will be bound by such changes.

1.4. All previous terms and conditions are rendered void, with this document superseding any previous terms and conditions.

1.5. We are Sport Imperial, part of Imperial College London which is an independent corporation established by Royal Charter (number RC000231) and having its principal place of business at Exhibition Road, Faculty Building, London SW7 2AZ.

1.6. For Gold, Platinum, Corporate, External Student and Alumni Ethos membership enquiries, you can contact us by writing to us at:

Email: commercialsport@imperial.ac.uk
Address: Level 3 Sherfield Building
Imperial College London
South Kensington campus
London SW7 2AZ

For Imperial-related Ethos membership enquiries, you can contact us by writing to us at:

Address: Ethos Sports Centre
7 Prince’s Gardens
South Kensington Campus
SW7 1NA

1.7. These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) (“Disputes”) shall be governed by and construed in all respects in
accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to settle Disputes.

2. **Access Rights for the Different Types of Membership**

2.1. **Gold** membership includes the use of the gym, swimming pool and classes at off peak times from October to March and peak access from April to September.

2.2. **Platinum** membership includes the use of the gym, swimming pool, classes and squash at peak times throughout the year.

2.3. **Corporate** membership includes the use of the gym, swimming pool and classes at off peak times from October to March and peak access from April to September.

2.4. **External Student** membership includes the use of the gym, swimming pool and classes at off peak times from October to March and peak access from April to September.

2.5. **Alumni** membership includes the use of the gym, swimming pool and classes at off peak times from October to March and peak access from April to September.

2.6. **Imperial Related** membership includes the use of the Ethos gym, swimming pool and classes at peak times throughout the year.

3. **Opening Hours and Peak / Off-peak Access**

3.1. Details of opening times and availability of facilities may vary. Ethos reserves the right to change these as needed.

3.2. Opening times can be found on **Ethos** website and below. Notice of any significant variations will be given by Sport Imperial to its members.

<table>
<thead>
<tr>
<th></th>
<th>Term-time</th>
<th>Easter, Christmas and Summer Vacations</th>
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<tbody>
<tr>
<td>Monday to Friday</td>
<td>07.00 – 22.00</td>
<td>07.00 – 19.00</td>
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<tr>
<td>Saturday and Sunday</td>
<td>08.00 – 20.00</td>
<td>08.00 – 17.00</td>
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<tr>
<td>Bank Holidays (May and August only)</td>
<td>09.00 – 17.00</td>
<td>09.00 – 17.00</td>
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<tr>
<td>College Closure Days</td>
<td>Closed</td>
<td>Closed</td>
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</tbody>
</table>

Off-peak hours are:

<table>
<thead>
<tr>
<th></th>
<th>Morning</th>
<th>Afternoon</th>
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<tbody>
<tr>
<td>Monday</td>
<td>07.00 – 12.00</td>
<td>14.00 – 17.00</td>
</tr>
<tr>
<td>Tuesday</td>
<td>07.00 – 12.00</td>
<td>14.00 – 17.00</td>
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<tr>
<td>Wednesday</td>
<td>07.00 – 12.00</td>
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<tr>
<td>Thursday</td>
<td>07.00 – 12.00</td>
<td>14.00 – 17.00</td>
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</table>
Any opening hours that are not off-peak hours are peak hours.

4. Payment

4.1. **Gold** membership can be paid for by a 12-month upfront payment or by a monthly Direct Debit with a minimum commitment (i.e. minimum contract term) of 12 months. A monthly flexible Direct Debit payment option is also available with no minimum contract term.

4.2. **Platinum** membership can be paid for by a 12-month upfront payment or by a monthly Direct Debit with a minimum commitment (i.e. a minimum contract term) of 12 months. A monthly flexible Direct Debit payment option is also available with no minimum contract term.

4.3. **Corporate** membership can be paid by monthly Direct Debit, with no minimum contract length.

4.4. **External Student** membership is offered via a monthly flexible Direct Debit payment option, with no minimum contract length.

4.5. **Alumni** membership can be paid by monthly Direct Debit, with no minimum contract length.

4.6. **Imperial Related** has the option of two membership types – 1 month or 6 months. Payment is required upfront and is payable online only.

4.7. Any member paying by Direct Debit who falls behind in their payment will have their membership suspended until payment is received and a new Direct Debit will need to be set up.

4.8. For the avoidance of doubt, if a minimum or fixed contract term is specified for a certain membership type, that membership may not be cancelled prior to the expiry of that minimum or fixed contract term and, accordingly, membership fees will be due until the expiry of the minimum or fixed contract term.

4.9. Without prejudice to clause 6.1, membership payments are non-refundable.

5. General Membership Conditions

5.1. Your membership start date is effective from the date you join online.

5.2. All memberships, with the exception of Imperial Related, may apply to freeze their membership once per calendar year for a minimum of 1 month and a maximum
period of 3 months by giving us one full calendar month’s written notice (to the email or address specified in clause 1.6 above).

5.3. You can only gain access to Ethos by scanning your membership card on each access gate point. If your membership card is used by another person to enter Ethos centre, the membership card will be confiscated and you will be banned from Ethos for three months.

5.4. All memberships allow a maximum of two bookings a day for any facilities. If members book a class or squash court and do not use their booking on three occasions in any three month period their membership will be suspended for one week, if bookings are not needed they must be cancelled at least two hours in advance.

6. **Cancellation and Termination**

6.1. A 14 day cooling off period applies to all new memberships that have been completed when not in a Sport Imperial facility, from the date of signing up for the membership on-line. During this cooling off period, a member may cancel their membership online via the Online Membership System. This right to cancel will cease once the period of 14 days has elapsed. If a member chooses to terminate their membership within the cooling off period, Sport Imperial will reimburse to that member the membership fee payment received from them (if any) provided that if they used any of the facilities, Sport Imperial reserves the right to retain a proportion of the membership fee as may reasonably be attributed to such use.

6.2. Sport Imperial reserves the right to expel from a facility, suspend for a specific period or refuse to renew the membership of any member whose conduct is or may, in the Sport Imperial’s reasonable opinion, be injurious to the character of the facility or amounts to a breach of these terms and conditions or where such expulsion is otherwise in the interests of other members of the facility. Any member so expelled shall forfeit all privileges to membership and shall not be entitled to any repayments of their starter payment, monthly membership fee or annual payments for any period during which their membership is suspended. Sport Imperial will not be obligated to disclose reasons for cancellation to clients or any other third party.

6.3. Sport Imperial reserves the right to terminate memberships without refund as a result of closure of the Ethos facility. Advance notice shall be given unless the closure is due to an emergency or is for reasons of safety or is in circumstances beyond Sport Imperial’s reasonable control. Notification will be posted on [www.sportimperial.co.uk](http://www.sportimperial.co.uk) and [www.imperial.ac.uk/ethos](http://www.imperial.ac.uk/ethos).

6.4. Without prejudice to clause 6.1, starter payments, monthly membership fees and annual payments are non-refundable.

6.5. Imperial Related memberships automatically cancel at the end of their contract period. They can be renewed online through the Online Membership System.
6.6. Membership paid by direct debit will continue until a cancellation request is received or completed online through the Online Membership System.

6.7. Memberships can be cancelled online through the Online Membership System at any time but the membership will not actually cancel until the relevant fixed contract period has been completed and payments by Direct Debit will continue until the fixed contract period is completed.

7. **Limitation of Liability**

7.1. Sport Imperial cannot be held responsible for any service or equipment not being available for whatever reason.

7.2. Imperial College London reserves the right to make alterations to the type of facilities provided, without notice and at its absolute discretion, and Sport Imperial shall not be liable for any loss occasioned by such alterations except so far as such loss is by law incapable of exclusion.

7.3. It is the member’s responsibility to ensure that they are capable of undergoing a routine of exercise provided by any programme that they follow or class that they attend. Members accept the risk of injury from performing exercises and are advised to consult their doctor prior to beginning any class or programme.

7.4. A member shall be responsible for any harm or injury caused to another member or to Imperial College London to the extent that it is caused through a member’s own unsafe or improper use of equipment.

7.5. Imperial College London will not be responsible for any loss or injury to the member to the extent that it is caused by a member’s own unsafe or improper use of the equipment.

7.6. Sports Imperial reserves the right to suspend or revoke membership at any time if a member does not adhere to safe and proper use of equipment.

7.7. Nothing in these terms and conditions shall limit Imperial College London's liability for:
   7.7.1. death or personal injury caused by Imperial College London's negligence, or the negligence of its employees, agents or subcontractors; or
   7.7.2. fraud or fraudulent misrepresentation.

8. **Bookings**

8.1. Availability permitting and if applicable to the membership, classes and squash can be booked up to 6 days in advance via the Online Booking System.

8.2. Bookings must be made online. Payment is required at the time of booking.
8.3. Users can only make a booking for themselves and any participants they will be taking part in an activity with, with the exception of classes whereby members are only permitted to book for themselves.

8.4. All bookings in the sports hall have a duration of 55 minutes, commencing on the hour and finishing at 5 minutes to the hour.

8.5. Please note that there is a maximum or four people per court for badminton or table tennis bookings.

8.6. All squash bookings have a duration of 45 minutes or 90 minutes.

8.7. A maximum of two bookings can be held at any one time, with a maximum of 7 bookings in a 7 day period.

8.8. Cancellation of classes can be made by emailing sport@imperial.ac.uk

8.9. Bookings are non-refundable.

9. General

9.1. Appropriate clothing must be worn whilst taking part in activities. No jeans or marking shoes are allowed; appropriate swimming attire must be worn while using any pool facilities (pool, spa, sauna and steam room).

9.2. Imperial College London operates a no smoking policy on campus. No smoking is permitted within 20 metres of Ethos and the College campus.

9.3. The consumption of alcohol or drugs is not permitted in or around any Sport Imperial facility.

9.4. No food, glass bottles or photography are permitted whilst taking part in activities in the facilities.

9.5. Always show respect for fellow users by keeping noise levels down.

9.6. All personal property must be kept in lockers provided whilst taking part in activities. Imperial College London is not responsible for any loss or damage to personal property. Personal property cannot be kept in lockers overnight. All belongings left overnight will be removed and remain in lost property for two weeks. Any items left in lost property in excess of two weeks will be disposed of.

9.7. Sport Imperial reserves the right to refuse admission to Ethos.

9.8. Children under the age of 16 are not permitted to use the facilities with the exception of between the hours of 09.00 - 11.00 on weekends wherein they can use the
swimming pool or squash courts if accompanied by an adult member. Children must be over five years old and able to swim a length of the pool unaided.

10. Use of facilities

A member is entitled to use Ethos facilities provided that Sport Imperial may at any time, with notice and where practicable, withdraw all or part of its facilities for any period of time in connection with any cleaning, repair, alteration or maintenance work or for reasons beyond the reasonable control of Ethos or Sport Imperial.

11. Gym and classes

11.1. You must sign up to an online Sport Imperial Health Commitment Statement (HCS) form before undertaking any classes, using the Ethos gym facility and/or undertaking any other activity within the centre.

11.2. During the registration process you must complete the online orientation.

11.3. If members have any concerns regarding their physical condition, they are advised not to undertake any strenuous physical activity without first seeking medical advice. Imperial College London reserves the right to refuse access to the gym and fitness facilities to any member if it considers that the health of the individual may be endangered by the use of such facilities.

11.4. Members must notify Ethos staff of any circumstances affecting their health, which may be exacerbated through continued use of gym or fitness facilities.

11.5. Members should not use any piece of equipment without prior instruction. Members should ask a member of the Ethos staff team how to use new or unfamiliar equipment.

11.6. No person under the age of 16 is permitted to use any gym or studio at Ethos.

11.7. If you cancel your place on a class with 24 hours’ notice your name will be removed from the register to allow someone else the opportunity to book on and you will be given the opportunity to rebook a session in its place (where spaces are available).

11.8. If you cancel your place on a class with less than 24 hours’ notice your name will be removed from the register to allow someone else the opportunity to book on however you will not be given the option to rebook a session in its place.

11.9. If bookings are not needed, they must be cancelled at least 24hrs in advance. If you book a class and do not use your booking on three occasions within a three month time period your membership will be suspended for one week.

12. Privacy policy and communications
12.1. Your privacy and data security is of great importance to us. All personal data is held in accordance with the Data Protection Act 2018 and the General Data Protection Regulations.

12.2. For details on how Sport Imperial processes your personal data, please see our privacy statement on the Ethos website.

12.3. If you have any questions or concerns about the processing of your personal data, please contact the College’s Data Protection Officer via email at dpo@imperial.ac.uk, via telephone at 020 7594 3502 or by post at Imperial College London, Faculty Building, Level 4, London SW7 2AZ.

12.4. We will only communicate with you by telephone, email or instant messaging about changes to our membership or services that may affect you, if you have signed up to participate in a specific event or programme, to send you relevant notifications or if we are asking for survey feedback on our services.

12.5. You will not receive any promotional communications by email or SMS unless you specifically opt in to receive such communications.