

YOUR ATTENTION IS DRAWN IN PARTICULAR TO THE PARAGRAPHS HIGHLIGHTED IN *ITALICS* BELOW.

GENERAL

1. These terms and conditions apply to your membership of the Malvern Active health club.
2. *Please read these terms and conditions carefully and let us know if there is anything which you do not understand or which you are unsure about.*
3. This agreement is between Malvern College Enterprises Ltd and you. "You" means the person named on the application form and any Additional Family Member (unless they are younger than 16). Malvern Active is a trading name of Malvern College Enterprises Ltd and, in these terms and conditions, "Malvern Active" means Malvern College Enterprises Ltd.
4. Malvern Active may vary these terms and conditions where necessary in order to comply with a change in the law. Malvern Active will give you 40 days notice of any such change. If you do not accept the change, you may cancel your membership, in which case, Malvern Active will refund the unused proportion of your membership fee (eg, 50% will be refunded if you pay annually and you are 6 months into your membership).
5. You must tell us promptly if any information you provide becomes out of date or is no longer correct. This includes, for example, your contact details or medical information which may be relevant to your use of the facilities.

MEMBERSHIP

6. You can only join as a single or primary member if you are aged 16 or over.
7. Children aged under 16 may join as Additional Family Members on their parents' membership. Save in relation to payment:
 - You are responsible for ensuring that any Additional Family Members under the age of 16 comply with these terms and conditions;
 - Any breach of these terms and conditions by an Additional Family Member aged under 16 will be treated as a breach by you; and
 - The rules and obligations in these terms and conditions apply to Additional Family Members aged under 16 the same way in which they apply to you.
 - Members under 16 years are not permitted to use the gym.
8. Members aged 16 and over are considered to be adults from the point of view of health and safety.
9. Malvern Active reserves the right to reject any application or withdraw any membership in the event of a serious failure to comply with these terms and conditions. A "serious failure" means:
 - any failure by you to pay your membership fee by the due date for payment;
 - a repeated breach of these terms and conditions by you;
 - any breach of these terms and conditions which could endanger your health or safety or the health and safety of someone else.

10. You will only be permitted to use the facilities if your membership is current and fully paid up.
11. If a membership is cancelled under paragraph 9, the joining fee (if any) will be payable again on renewal of the membership.

FEES

12. Membership fees are payable in advance either by monthly direct debit or annually by credit card or cheque (payable to "Malvern College Enterprises Ltd"). An initial payment covering the joining fee (if any) and the period from joining up to the first direct debit due date may also be requested and must be made before access is allowed to the facilities.
13. Malvern Active reserves the right to vary membership fees; you will be given one calendar month's notice of any fee increase. You may cancel your membership if you do not accept the increase (in which case your membership fee will be refunded proportionally as described in paragraph 4 above). If you cancel your membership because of a price increase within one year of joining, any joining fee will be refunded.
14. If you do not make any payment due to Malvern Active by the due date for payment, Malvern Active may charge interest to you on the overdue amount at the rate of 4% per year above the base rate of the Bank of England as published from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Malvern Active this interest together with the overdue amount.

MEMBERSHIP KEYS/CARDS

15. All membership keys/cards remain the property of Malvern Active and on cancellation of membership must be returned to Malvern Active.
16. You must present your membership key/card to reception on every visit before using the facilities. Any loss of membership keys/cards must be reported to Malvern Active immediately. Malvern Active reserves the right to make a reasonable charge for replacement cards/keys.
17. You must not allow anyone else to use your membership key/card. Keys/cards being used in this way may result in your membership being cancelled without notice. No refund for fees paid in advance will be given under these circumstances.

USE OF EQUIPMENT / FACILITIES

18. You must undertake an induction and complete a Physical Activity Readiness Questionnaire declaring any known medical conditions before being allowed access to health club facilities.
19. You must not use any equipment or facilities unless you are satisfied that you are competent to do so safely and properly. You must check with Malvern Active staff if you are in any doubt.
20. You must use all equipment and facilities safely and properly and take care to safeguard your own and other users' health and safety.
21. You must follow any relevant guidance or instructions relating to the use of Malvern Active equipment.

22. Admission is subject to the facility operating within safe capacities and during times of peak demand Malvern Active staff reserve the right to control activity session times.
23. Malvern Active reserves the right to make reasonable changes to members' facility access times and will provide reasonable notice of changes to members.
24. Members aged under 16 must be accompanied by a responsible adult at all times when using the facilities.

CANCELLATIONS

25. Unless paragraph 28 below applies, a minimum of at least one month's notice in writing is required if you wish to cancel your membership.
26. Malvern Active reserves the right to cancel your membership for any reason by giving you at least one month's prior written notice.
27. *Members paying annually who wish to cancel before their annual renewal date will not be given any refund.*
28. You may cancel your membership provided that you tell us within seven days starting the day after you join. Please note that this right does not apply if you join in person (as opposed to over the phone, or by email, for example).

LIABILITY

29. *Subject to paragraph 33 below, Malvern Active does not have any liability for any items (such as clothes, money or sport equipment) brought onto Malvern Active premises except where Malvern Active staff agree to look after them or where they are stored in a locker provided by Malvern Active in accordance with Malvern Active's instructions.*
30. *The total value of any items brought onto the premises by you must not exceed £1,000 (including any sports equipment).*
31. *Subject to paragraph 33 below, Malvern Active does not have any liability for any loss (including loss of personal possessions, injury or death) to the extent that the loss was caused by you failing to comply with these terms and conditions. This means, for example, Malvern Active will not be liable if you injured yourself because you failed to comply with instructions given by Malvern Active staff on how to use equipment safely.*
32. *Subject to paragraph 33 below, Malvern Active does not have any liability for any loss (including loss of personal possessions, injury or death) to the extent that the loss was caused by a third party (such as another member). This does not apply if the third party causes you a loss because of Malvern Active's negligence.*
33. *Regardless of anything else in these terms and conditions, Malvern Active does not exclude or limit in any way its liability for:*
 - *death or personal injury caused by its negligence;*
 - *fraud or fraudulent misrepresentation;*
 - *any other matter for which it would be illegal or unlawful for Malvern Active to exclude or attempt to exclude Malvern Active's liability.*

CIRCUMSTANCES BEYOND MALVERN ACTIVE'S CONTROL

34. Occasionally Malvern Active may have to close some, or all, of the facilities due to circumstances beyond Malvern Active's control. "Circumstances beyond our control" means anything which Malvern Active could not prevent by taking reasonable precautions such as an outbreak of swine flu, extreme adverse weather conditions or industrial action. Should this happen, Malvern Active will not be in breach of these terms and conditions if you are unable to use our facilities.

DATA PROTECTION

35. When you complete the application form, you will be providing personal information about you and additional family members (if any). For example, you will be providing your contact details and information about your reasons for joining. Malvern Active may also obtain personal information about you during the course of your membership - for example, if you tell Malvern Active that you have a medical condition which affects what activities you do.
36. Malvern Active will only use this personal information for the following purposes:
 - to administer your membership. For example, Malvern Active may keep a record of your preferences to enable it to deliver a better service and Malvern Active may need to contact you if, for example, you have not paid your membership fee;
 - to enable Malvern Active to improve the services offered to members (including you); and
 - to help Malvern Active comply with their legal obligations (for example, Malvern Active may need to keep a record for health and safety reasons if you hurt yourself).
37. Malvern Active may share personal information with Malvern College as the College is responsible for Malvern Active's accounting.
38. Malvern Active and / or Malvern College may send you information about products and services which may be of interest to you as set out on the application form.
39. Malvern Active does not sell your personal information to third parties.