

# Reebok

SPORTS CLUB

## CLUB RULES



UPDATED 02/07/10



**ALL NEW MEMBERS MUST COMPLETE A HEALTH SCREEN  
FORM BEFORE COMMENCING A FITNESS PROGRAM AND / OR USE OF THE  
CLUB FACILITIES**



# 1. INTRODUCTION AND DEFINITIONS

(a) In these Rules “the Company” means Canada Square Health and Fitness Limited (trading as Reebok Sports Club London) which provides the Club and its facilities for the benefit of the Members; “the Club” means “Reebok Sports Club London”; “Member” means a Club Member; “Directors” mean the Directors of the Company; “Rules” mean the terms and conditions of membership set out below; “Application Form” means the Application Form completed by the Member to join the Club; “the Managing Director” means the Managing Director appointed by the Company to control the day to day running of the Club. (b) It is a condition of membership that Members agree to pay the fees referred to in Rule (2.) and agree to be bound by these Rules. (c) These Rules may be revoked, altered or added to from time to time by the Company, without prior notification to Members. Any such variations will be posted on [www.reebokclub.co.uk](http://www.reebokclub.co.uk) and the changing room notice board. (d) The Company has created these Rules for the mutual enjoyment of the Members and their guests. The enforcement of these Rules is for the good of all Members. No member or guest will be judged on the basis of their race, gender, marital/civil partnership status, age, disability, religion or belief, colour, national origin or sexual orientation.



## 2. MEMBERSHIP AND FEES

(a) Members must be at least 18 years of age. (b) Members shall pay when applicable a non-refundable admin fee at the time of joining at the rate specified. (c) Membership payments shall be payable monthly in advance, although Members may prepay all of their membership subscriptions for the following 6 or 12 months in a lump sum payment. If so, the Member will be liable to pay the lump sum specified on the date indicated on the Membership Application Form. Should Members transfer out of their prepaid category they will lose their entitlement to half a month's free membership. (d) The subscription month runs from the 1st of each month. (e) For monthly instalments Members shall pay the monthly membership subscription as set out on the current rate card. Payment of such instalments can only be made by Direct Debit from a UK bank account or by credit card with a recurring transaction agreement. (f) Annual memberships are based on 11.5 times the prevailing monthly rate. (g) Statements of account will be prepared on the 25th of each month and will only be sent to Members whose account balance includes charges other than the normal monthly subscription. Otherwise statements will only be sent upon request. (h) All Members who have a Direct Debit or recurring credit card agreement with the Club shall have Club charging privileges (additional charges) and will have the opportunity to charge expenses, incurred at the Club, to a personal credit account. Any expenses incurred under this provision will be deducted from the nominated bank account or credit card on the 5th of each calendar month. (i) Monthly instalments and additional charges are payable on the 5th of each calendar month or, if the 5th falls on a weekend/public holiday, on the next working day. (j) Members must give notice to the Club of any change of postal or email address. Failing such notice, all communications shall be presumed to have been received within 5 days of the postmarked date. (k) All membership fees are reviewed annually usually on the 1st January. (l) The Company reserves the right to refuse an application from any applicant for any reason. (m) Membership is non-transferable and non-refundable, unless there is written agreement to the contrary. (n) Couples membership, where applicable, shall be available to couples residing at the same address. Reasonable evidence of joint residence may be required. (o) If any monthly fees or charges incurred are not paid when they fall due, the company reserves the right to temporarily refuse the member access to the club until such time as full payment has been made. If any monthly fees or charges incurred are not paid within 30 days after they are due, the club shall have the right to demand payment in full. If such amounts are not paid within 15 days after such demand, membership shall be terminated and the club may pursue any rights it may have to recover the unpaid amount. The Club reserves the right to refer any missed payments to a debt collection agency and will charge you a fee, currently £30, in respect of failed subscription payments and/or collection letters sent to you in respect of unpaid amounts. (p) Upon termination of membership, no refund of the admin fee, monthly fees or other fees shall be issued. To rejoin the Club after a termination of membership, a new membership agreement must be completed and the prevailing admin fee may be charged.



### 3. MEMBERSHIP CARDS

(a) Membership cards will be issued to all Members and must be used to activate the entrance gates at the Main Reception desk upon entering the Club. (b) The card is non-transferable and must not be lent or used by another person other than the Members themselves. (c) If any person other than Members uses a membership card, that Member's membership may be terminated and no refunds of the admin fee or subscription will be given plus a fee levied. (d) Membership cards remain the property of the Club at all times and must be returned upon termination of membership (e) The Club reserves the right to charge a fee for the replacement of lost membership cards, currently £4. (f) The Company reserves the right to retain any membership card if there has been a defaulted payment by the Member concerned.



## 4. GUESTS

(a) Members may bring guests to the Club on payment of the prevailing guest fee or through use of a valid guest pass. (b) All guests must be accompanied by an existing member. (c) All guests are required to register at the Main Reception desk (d) A guest may use the Club a maximum of five times in a consecutive twelve-month period. After five such visits as a guest, they must become a Member in order to continue using the Club. Members may bring a maximum of three guests per visit, unless arrangements have been made in advance or it is for a pre-booked sports hall session. (e) All guests must be a minimum of 18 years of age. (f) Members are responsible for ensuring that their guests are aware of, and adhere to, the Club Rules. (g) The Company reserves the right to refuse admission to any guest without explanation.



## 5. USE OF FACILITIES AND SERVICES

(a) Club opening hours are fixed by the Company and are subject to change without prior notice. The Company may at any time close the Club's premises or any part thereof, without notice, in order to execute repairs, alterations, accommodate external events, re-decorations or otherwise, or to facilitate Club programmes and on certain holidays. (b) Only members of staff or a nominated 3rd party may provide personal training services within the Club. (c) Members are requested to arrive for appointments and studio classes in good time. (d) An instructor may refuse entry, or may ask any Member to leave a class if they feel their, or another's, safety or enjoyment is in jeopardy. (e) The Company reserves the right to refuse entry to the Club's premises at its absolute discretion. (f) Where a class is run on the Club token system, entry into that class will not be available if a token has not been collected from Main Reception and handed to the instructor or the class is full. (g) It is the Member's or guest's responsibility to ensure that they are capable of undergoing any activity within the Club. All activities and treatments are pursued at the Member's own risk. (h) Whilst every effort has been made to ensure the accuracy of the class programme, the management reserves the right to cancel or re-schedule classes after publication and at short notice.



The programme may be amended during public holidays. Members may not use the studios unsupervised outside the class timetable. (i) Use of fitness areas and other Club facilities is at the Member's or guest's own risk and under their own medical advice. (j) Proper attire, as determined by the Company, must be worn in the Club. Members are requested to wear at all times appropriate clean footwear in the fitness areas and non-marking soled footwear on the exercise studios and court floors. Appropriate attire must be worn in the restaurant area. Footwear must be worn at all times (k) Members are requested to shower before entering the sauna, steam room, and/or swimming pool. Shaving or exfoliating within the sauna or steam room is not allowed. (l) Pets are not allowed in the Club. (m) Smoking is not permitted anywhere in the Club. (n) Drinks and food are only allowed in the restaurant area. Only food purchased from restaurant and bar should be consumed there. (o) No alcoholic beverages or drugs of any kind may be brought into the Club. Violation of this rule will result in immediate expulsion from the Club and may result in termination of membership. (p) Members or guests shall not use the Club's facilities whilst under the influence of alcohol or drugs. In the event they do so, this is entirely at their own risk. (q) Mobile phones should be placed on silent whilst in the gym, locker rooms or Spa. (r) In the interest of safety, no glass container may be taken into any fitness areas, pool or changing areas. (s) Be considerate of others; loud or abusive language will not be tolerated. (t) Club property, including towels, toiletries, etc., is provided by the Club as a courtesy to its Members during Club usage only. Removal of Club property from the premises may result in the termination of membership privileges and legal action. (u) Member appointments for The Spa, fitness and personal training that have been booked require 24 hours notice when cancelling. If a Member fails to attend an appointment without providing such notice, the Club reserves the right to charge the full cost of the appointment. (v) Members are required to leave workout areas clean and tidy. As a courtesy to other Members and for health and safety reasons, equipment needs to be replaced in the storage areas/racks provided and equipment must be wiped down after use. (w) No photography is permitted in any area of the club (including that taken by mobile phone cameras). (x) The club has a contractual agreement with "Body Reform International" and other Health Care Professionals whereby they have the legally binding exclusive rights to perform Personal Training and other exercise and health related activities.



## 6. LOCKERS

(a) Lockers may be available for use by Members and their guests whilst they are on the Club's premises, subject to availability. (b) Members must ensure that the contents of the daily lockers are removed at the end of their visit. (c) Day lockers automatically release after 6 hours. Only Members who have paid to hire a permanent locker may have personal items left in their lockers overnight. Permanent lockers remain the property of the club and under no circumstances can be shared with another member. The club reserves the right to open lockers without the member's permission or the member being present. (d) All bags must be kept in lockers and should not be taken into the fitness areas. (e) The Company reserves the right to remove the contents from any locker, which has not been emptied after the visit, apart from lockers which have been hired on a permanent basis. Property cleared from lockers, or left on the premises, shall be donated to charity after 10 days.



## 7. LIABILITY

(a) Neither the Club nor the Company will accept liability for any damage or loss to a Member's or guest's personal property brought into the Club's premises. (b) All activities and treatments are taken at the Member's or guest's own risk. (c) Neither the Club, the Company nor their servants and agents shall be liable for personal injury sustained by Members or their guests whilst on the Club's premises, except in so far as it can be proven that this relates to the wilful act, neglect or default of the Company or the Club or any servants or agents. (d) Members or guests who suffer an accident or injury on the Club premises must report the accident or injury and the circumstances in which it occurred to the Duty Manager immediately following the accident or injury.



## 8. JUKARI INJURY WAIVER

Participants in the Jukari Fit to Fly™ training experience (the “Program”); acknowledge that their participation in the Program exposes them to possible risks of personal injury, including death. They hereby release and agree to hold harmless Reebok International Ltd. (“Reebok”) and Cirque du Soleil Inc. and their parents, officers, directors, employees, agents, licensees, subsidiaries, sister corporations, consultants, independent contractors and affiliates (collectively the “Indemnified Parties”), from any and all liability for property damage, personal injuries, death, or other claims arising from or in connection with their participation in the Program, including claims that are known and unknown, foreseen and unforeseen, future or contingent. They promise that they will not, now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against any of the Indemnified Parties arising out of or in any way connected to my participation in the Program. They further acknowledge and agree that they will be legally responsible if any individual or entity initiates any claim, action, demand, or legal proceeding upon my behalf relating or connected to their participation in the Program and they will reimburse each of the Indemnified Parties for any costs or expenses it incurs in connection with such claims. By agreeing to abide by the club rules as a consequence of signing or having signed an application form, they acknowledge that they have read and fully understand this injury waiver and that this agreement will be binding on them.



## 9. MEMBER'S HEALTH AND SAFETY WARRANTY

(a) Members and guests must warrant and represent that they are in good physical condition and capable of engaging in exercise and notify a member of the fitness team immediately in order that Member/guest notes and their programme can be updated or medical clearance obtained. If through injury or other reason, such as pregnancy, this is not the case, they must consult a doctor before engaging in exercise and that he/she knows of no medical or other reason why he/she is not able to engage in active or passive exercise and that such exercise would not be detrimental to his/her health, safety, comfort or physical condition. (b) The Member shall not use any Club facilities whilst suffering from any infectious or contagious illness, disease or other ailment or whilst suffering from a physical ailment such as open cuts, abrasions, open sores or minor infections where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of other Members. (c) We recommend that before using the club you familiarise yourself with the fire exits and emergency routes in case of evacuation. Should it be necessary to evacuate the building a recorded message will provide the relevant instructions, and all escape routes that are secured with magnetic locks will release to allow exit. (d) Please note that employees of Reebok Sports Club are NOT required to "seek & search" the building, therefore it is the responsibility of each individual to follow the relevant instructions. (e) The emergency assembly point in the event of evacuation is Canada Square Park directly in front of the club; please note lifts will not be operational.



## 10. DATA PROTECTION

(a) It is necessary for the purpose of providing Members with advice and support in relation to our facilities to hold certain data concerning the Member's identity, contact details and general health on our files. By signing the application form you are expressly consenting to the Club having authority to keep this data for the duration of your membership to the Club and for up to two years afterwards (or, if membership is refused for any reason, for a period of two years from the date you complete this form) to assist us in providing you with the best possible service. (b) By signing the application form you will be indicating your consent to receiving emails and SMS messages. For the avoidance of doubt, you are not affecting any of your rights under the Data Protection Act 1998.



## 11. CANCELLATION AND FREEZE OF MEMBERSHIP

(a) Membership cancellations will be processed on the 1st of each & every month. A full calendar months payment is required, please note that days leading up to the 1st therefore cannot be counted as part of the full calendar months notice period. Request for cancellation must be made on the “Application to Cancel form” available from reception. Membership cannot be amended whilst in the notice period. Verbal instructions to amend or cancel a membership cannot be accepted without the appropriate written and signed form. Memberships can only be cancelled if subscription collection is active. (b) Monthly fees and/or prepaid fees are not refundable. (c) Reinstatement of a cancelled membership may be accomplished by payment of a new admin fee plus any unpaid balance from the previous membership. (d) Members may apply to have their membership frozen. Request for freezing must be made in writing on the “Application to Freeze Form” available from reception with a minimum of 7 days notice. There is an administration fee of £12 that must be paid in advance for the freeze period to commence. Should you wish to extend a current freeze this must also be put in writing, verbal instructions are not accepted. Request for freezing shall be at the sole discretion of the Club. The minimum time for freezing is one month and the maximum is three months. Members cannot apply to cancel while their membership is frozen (e) The Company shall have the right to suspend or withdraw Club privileges or membership from any Member who, in their opinion, has abused privileges or conducted himself or herself in a manner deemed detrimental to the Club staff or its Members. Such expulsion or suspension shall become effective immediately and no reimbursement will be issued to such Member of the pro-rated portion of their unused monthly fees. There will be no refund of the admin fee. The Manager or a designee shall have complete charge of the Club whilst on duty. (f) Members may be suspended or expelled from the Club immediately if they display conduct which is, or is likely to be in the sole opinion of the Company, injurious to the character of the Club or the interests of the Members and staff, or if they commit a serious or repeated breach of these Rules, in particular where amounts owing to the Company are unpaid. (g) An expelled Member forfeits all the privileges of the membership and all rights against the Company. (h) An expelled Member will not be entitled to any refund of their admin fee or subscription and must pay all amounts owed to the Company forthwith.



## 12. CCTV

Closed circuit cameras operate throughout the Club except in the changing areas. Any unlawful activity within the Club may be reviewed for possible legal action.



## 13. GENERAL

(a) The Company may assign the benefit of the Membership Agreement to a third party at any time without notice to the Member. (b) A person who is not party to the Membership Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Membership Agreement. (c) The Company may communicate with the Members via electronic mail ("email") and/or by SMS. By providing an email address or mobile telephone number to the Company, the Member consents to receiving email and/or SMS communications from the Company, including notices pursuant to these terms and conditions. The Member also accepts that email and/or SMS may not be a secure and confidential means of communication. The Company will not be liable for any loss or damage suffered as a result of communicating with a Member by email and/or SMS. (d) The Company may communicate with the Members via a newsletter, notice boards and through content on the Club's website. By being a Member, the Member consents to receiving written, email and SMS communications from the Company. The Member also accepts that the newsletter and website may not be a secure and confidential means of communication and will contain photographs of Club events and functions. The Company will not be liable for any loss or damage suffered as a result of communication in the newsletter or on the website. (e) The Club opens at 5.30am until 10.30pm Monday through Friday. 8am until 7pm on Saturday. 10am until 7pm on Sunday. Members are required to leave the fitness floors 20 minutes before closing times if they wish to take a shower.