

Move Imperial – Satellite Gyms Membership Terms and Conditions

1. Commencement, Duration and Interpretation
2. Membership Conditions
3. Membership Fees
4. Membership Cancellation, Termination and Suspension
5. Limitation of Liability
6. Privacy Policy and Communications
7. Schedule 1 – Supplementary Terms and Conditions per Membership Type
8. Schedule 2 – Move Imperial Health Commitment Statement
9. Schedule 3 – COVID-19

1. Commencement, Duration and Interpretation

- 1.1 These are the terms and conditions between you (the “Member”) and us (“Move Imperial”) governing your membership (the “Membership”) to access Move Imperial facilities (the “Move Imperial Facilities”) available for your membership type from the time you have registered and paid the fee until the date on which your Membership expires (if applicable to your membership type) or on which your Membership is terminated (whichever is earlier).
- 1.2 These terms and conditions (“Membership Terms and Conditions” or the “Agreement”) include:
 - 1.2.1 Schedule 1 which sets out supplementary terms and conditions applicable to specific membership types (the “Supplementary T&Cs per Membership Type”)
 - 1.2.2 Schedule 2 which sets out, your digital Health Commitment Statement (“HCS”)
 - 1.2.3 Schedule 3 relating to terms specific to Covid-19 form the membership contract between you and us.
- 1.3 Please read these Membership Terms and Conditions carefully before you register for a membership. These terms tell you who we are, how we will provide services to you, how you and we may change or end the Agreement, what to do if there is a problem and other important information. The Schedules form part of the Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules. The Schedules are supplementary to the main body of this Agreement, but in the event of any conflict between any of the Schedules and the main body of this Agreement, the Schedule shall take precedence.
- 1.4 Please note – the Agreement will be reviewed annually and is subject to change; updates and changes will be displayed on the Move Imperial. We will endeavour to ensure that no material changes are made to the Agreement 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 want to be bound by such changes. If you do not exercise such right, you will be bound by such changes.
- 1.5 All previous terms and conditions are rendered void, with this Agreement superseding any previous terms and conditions.
- 1.6 We are Move Imperial, part of Imperial College of Science, Technology and Medicine 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.
- 1.7 You can contact us by writing to us at:

Email: Imperial Staff and Student members should contact Move Imperial through: [ASK](#)
 Other members should email: [Move Imperial](#)

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

- 1.8 If you have any questions or complaints about your Membership's conditions or services, please contact us. You can contact us by writing to us at the address given above. Alternatively, please speak to one of our staff at Ethos.
- 1.9 This Agreement and any dispute or claim arising out of or in connection with it or its 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 any such Disputes.

2. Membership Conditions

- 2.1. Members have access to the Move Imperial Facilities subject to the following limitations:
 - 2.1.1. Opening hours and last entry times.
 - 2.1.2. Any restrictions specific to your membership type; your membership type will determine which Move Imperial Facilities and areas your Imperial College ID card or Membership card will allow access.
 - 2.1.3. A valid Imperial College ID card or Membership card; you may be denied entry if you do not have your card with you.
 - 2.1.4. Agreeing to the Move Imperial Health Commitment Statement prior to starting to use any Move Imperial Facilities.
 - 2.1.5. Additional access limits and conditions required to ensure a COVID-19 secure environment that might apply from time to time.
- 2.2. Move Imperial reserves the right to modify access conditions referred to above at clause 1.1, within its reasonable discretion, if it feels it needs to do so to comply with changes to Government COVID-19 guidelines and as it keeps under review its health and safety assessments of membership activities. Notice of any significant variations will be communicated to all members.
- 2.3. No person under the age of 16 is permitted to use Move Imperial Facilities.
- 2.4. Registration for a Move Imperial membership must be completed online.
- 2.5. Your Membership is personal to you and cannot be used by or transferred to any other person. If your Imperial College ID card or Membership card is used by another person to access the Move Imperial Facilities, your card will be confiscated, and access rights may be revoked for up to three months.
- 2.6. You are not permitted to bring any guests or spectators to the Move Imperial Facilities.
- 2.7. You are entitled to use Move Imperial Facilities providing that Move Imperial may at any time, with notice (where practicable), withdraw all or part of the Move Imperial Facilities for any period in connection with any cleaning, repair, alteration or maintenance work or for reasons beyond the control of Move Imperial. Move Imperial will not offer refunds or membership extensions as a result of such closures.
- 2.8. Appropriate sport / fitness clothing (as determined by Move Imperial staff) must be worn whilst taking part in any Move Imperial activities. No jeans or marking shoes are allowed.
- 2.9. Smoking and the consumption of alcohol and drugs is not permitted in or around any Move Imperial premises.
- 2.10. No food, glass bottles or photography are permitted whilst taking part in Move Imperial activities.
- 2.11. Always show respect to fellow users by keeping noise levels down.
- 2.12. Move Imperial reserves the right to refuse admission to any of the Move Imperial Facilities.

3. Membership Fees

- 3.1. The membership type you register for shall determine the fee you must pay (the "Membership Fee"), the method of payment (paid in full) and the Move Imperial Facilities you shall have access to as specified in the Schedule 1.

- 3.2. You will be required to pay your Membership Fee using a payment method that we accept. You represent and warrant that you have the legal right to use all payment method(s) that you provide to us.
- 3.3. From time to time, Move Imperial may need to increase your Membership Fee.
- 3.4. Not using any of the Move Imperial Facilities will not give you any right to a refund of your Membership Fees.
- 3.5. Paid in Full
 - 3.5.1. Where the payment method is paid in full, you will be required to make your payment in full at the point of registration; your Membership will not be valid, and access will be denied until the Membership Fee has been paid.
 - 3.5.2. Any paid in full membership fee paid is non-refundable, even if you cancel your membership prior to the end of the Term.
 - 3.5.3. Memberships paid in full cannot freeze their Membership for any period of time.
 - 3.5.4. Your Membership will automatically terminate at the end of the Term and renewal fees are not automatically collected. Once your Membership has terminated you will no longer have access to the Move Imperial Facilities unless you request a new Membership and pay any relevant fee.

4. Membership Cancellation, Termination and Suspension

- 4.1. A 14-day cooling off period applies to all new memberships that have been completed when not in the Move Imperial Facilities, from the date of signing up for the membership online. During this cooling off period, a member may cancel their membership online, in person or via email. 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, Move Imperial will reimburse to that member the membership fee payment received from them (if any) provided that if they used any of the facilities, Move Imperial reserves the right to retain a proportion of the membership fee as may reasonably be attributed to such use.
- 4.2. Where the payment method is by paid in full, cancellation will either be automatic when the Term ends or by contacting Move Imperial in writing with one full months' notice (clause 1.7); any paid in full membership fee paid is non-refundable, even if you cancel your membership prior to the end of the Term.
- 4.3. Move Imperial reserves the right to terminate or suspend your membership without refund in the event it closes the Move Imperial Facilities. Move Imperial will take reasonable steps to give you advanced notice where possible, but you acknowledge that this will not always be practicable, for example (but not limited to) where the closure is due to an emergency or is for reasons of safety or is in circumstances beyond Move Imperial's reasonable control. Notification of closure will be posted on the Move Imperial website or social media channels.
- 4.4. Move Imperial reserves the right to expel from a facility, suspend for a specific period, cancel, or refuse to renew the membership of any member whose conduct is or may, in Move 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 or cancellation is otherwise in the interests of other members of the Move Imperial. Any member so expelled shall forfeit all privileges to the facility membership during the period when their membership is suspended or cancelled.
- 4.5. Without prejudice to clause 4.1, membership payments are non-refundable.

5. Limitation of Liability

- 5.1. Move Imperial cannot be held responsible for any service or equipment not being available for whatever reason. Move Imperial reserves the right to make alterations to the type of facilities provided, without notice and at its discretion, and Move Imperial shall not be liable for any loss occasioned by such alterations except so far as such loss is by law incapable of exclusion.

- 5.2. It is your responsibility to ensure that you are capable of undergoing a routine of exercise provided by any programme that you follow or class that you attend. Members accept the risk of injury from performing exercises and are advised to consult their doctor prior to beginning any class or programme.
- 5.3. 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.
- 5.4. 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 equipment.
- 5.5. Move 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.
- 5.6. Nothing in these terms and conditions shall limit Imperial College London's liability for:
 - 5.6.1. Death or personal injury caused by Imperial College London's negligence, or the negligence of its employees, agents or subcontractors; or
 - 5.6.2. Fraud or fraudulent misrepresentation.

6. Privacy Policy and Communications

- 6.1. 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.
- 6.2. For details on how Move Imperial processes your personal data, please see our [privacy policy](#) statement on the Ethos website.
- 6.3. 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.
- 6.4. Where you have given your consent or where we have a legitimate interest for doing so (and are permitted to do so by law), we will use your information to let you know about our other products and services, or initiatives that may be of interest to you. This will be via email. As per our privacy policy, we may still contact you where you have opted-out of marketing communications to provide operational, service or improvement updates.

Schedule 1 – Supplementary Terms and Conditions per Membership Type

1. Imperial Staff

- 1.1. Imperial staff can purchase a Move Imperial single site gym membership at the Hammersmith Hospital, Charing Cross Hospital and Silwood Park Campus.
- 1.2. Membership options include:
 - 1.2.1. Annual
 - 1.2.2. Nine months
 - 1.2.3. Six months
 - 1.2.4. One month
- 1.3. Memberships are for a single site only and do not permit access to any other Move Imperial facility.
- 1.4. Memberships start from the date of purchase and automatically expire at the end of the chosen membership length. Once your membership has expired you will no longer have access to the Move Imperial Facilities unless you register for a new membership and pay any relevant fee.

2. NHS Staff

- 2.1. NHS Staff based at Hammersmith Hospital or Charing Cross Hospital can purchase a Move Imperial single site gym membership.
- 2.2. Membership options include:
 - 2.2.1. Annual
 - 2.2.2. Six months
- 2.3. Memberships are for a single site only and do not permit access to any other Move Imperial facility.
- 2.4. Memberships start from the date of purchase and automatically expire at the end of the chosen membership length. Once your membership has expired you will no longer have access to the Move Imperial Facilities unless you register for a new membership and pay any relevant fee.

3. Silwood Park Campus Business Park

- 3.1. Non-Imperial staff based at Silwood Park Campus can purchase a Move Imperial single site gym membership.
- 3.2. Membership options include:
 - 3.2.1. Annual
 - 3.2.2. Six months
- 3.3. Memberships are for a single site only and do not permit access to any other Move Imperial facility.
- 3.4. Memberships start from the date of purchase and automatically expire at the end of the chosen membership length. Once your membership has expired you will no longer have access to the Move Imperial Facilities unless you register for a new membership and pay any relevant fee.

Schedule 2 – Move Imperial Health Commitment Statement

Your health is your responsibility. The management and staff of this organisation are dedicated to helping you take every opportunity to enjoy the facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect of each other.

Relating to COVID-19 (coronavirus):

Coronavirus is highly contagious, it spreads easily. Your health and the health of other users of the facility is your responsibility.

Our commitment to you

1. We will put in place the government guidelines published online at www.gov.uk. These guidelines are aimed at reducing the risk of spreading coronavirus.
2. We will carry out a risk assessment and make changes as necessary and provide effective infection control.
3. We will provide you with information about these changes, including any rules that we ask you to follow.

Your commitment to us and other users of the facility

1. Do not enter the Move Imperial facilities if you or anyone in your household has coronavirus symptoms or if current government guidelines say you should be isolating or quarantining.
2. By entering the Move Imperial facilities, you accept that even though we have put in place the government guidelines, you are still at risk of getting coronavirus.
3. Make yourself aware of the government guidelines published online at www.gov.uk about protecting yourself and others from coronavirus and follow them. Make yourself aware of the changes we have made and any rules we ask you to follow and follow them.

Relating to exercise:

Our commitment to you

1. We will respect your personal decisions and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.
2. We will make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy.
3. We will take all reasonable steps to make sure that our staff are qualified to the fitness industry standards as set out by the Register of Exercise Professionals.
4. If you tell us that you have a disability which puts you at a substantial disadvantage in accessing our equipment and facilities, we will consider what adjustment, if any, are reasonable for us to make.

Your commitment to us

1. You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely before you use our equipment and facilities, you should get advice from relevant medical professional and follow that advice. Move Imperial reserves the right to refuse access to any of the Move Imperial Facilities to any Member if it considers that the health of the individual may be endangered by using such facilities.
2. You must notify a member of the Move Imperial team of any circumstances affecting your health, which may be exacerbated through continued use of any Move Imperial Facilities.

3. You should not use any piece of equipment without prior instruction. You should ask a member of the gym floor staff to demonstrate how to use new or unfamiliar equipment.
4. You should make yourself aware of any rules and instructions, including warning notices. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you.
5. You should let us know immediately if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be a person available who has had first-aid training.
4. If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.

Declaration:

- I wish to participate in activities within Move Imperial facilities.
- I agree to abide by the above and in line with the Membership Terms and Conditions which I have read.
- I am aware the Membership Terms and Conditions can be found online at:
 - [Hammersmith Hospital Gym](#)
 - [Charing Cross Hospital Gym](#)
 - [Silwood Park Campus](#)

Schedule 3 – COVID-19

General

1. Because of the ongoing uncertainty caused by the COVID-19 pandemic and the possibility that the pandemic might impact the availability of its facilities, Move Imperial is adding additional terms to these Membership Terms and Conditions. Move Imperial has put these into this Schedule to make sure that these are easily brought to the attention of you, the Member.
2. This Schedule 4 forms part of the Membership Terms and Conditions. Terms which are defined in the main body of the Membership Terms and Conditions have the same meaning here.
3. This Schedule 4 is supplementary to the Membership Terms and Conditions. In the event of any conflict between the terms in this Schedule 4 and the Membership Terms and Conditions, the terms of this Schedule 4 shall prevail.

Health and Safety

1. You shall:
 - a. Follow the UK Government's latest COVID-19 guidance relating (but not limited) to wearing a face covering and social distancing.
 - b. Follow any additional rules and procedures Move Imperial communicate to you and update from time to time as Move Imperial keeps its health and safety assessment arrangements relating to COVID-19 under review including those available at the Move Imperial Reopening our Facility page, and any instructions provided at the Facilities.
 - c. Follow any reasonable instructions given by Move Imperial and Imperial College London staff relating to how to practice social distancing and the use of face coverings on Move Imperial premises.
 - d. Generally, respect the safety of Move Imperial staff and other people on Move Imperial premises by making every reasonable effort to minimise the risk of the spread of COVID-19.
2. In application of clause 1 of this Schedule, you must not attempt to access Move Imperial Facilities if you have, or suspect you might have, symptoms of COVID-19, or in the event that current government guidance recommends you quarantine or isolate or otherwise limit contact with other people.
3. Breach of clauses 1 and 2 of this Schedule shall be deemed a material breach of the Membership Terms and Conditions and Move Imperial reserves the right in such case to exclude you from Move Imperial Facilities or to terminate your Membership with immediate effect.