

### Move Imperial Membership Terms and Conditions

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### 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, the terms governing bookings ("Booking and Cancellation of Activities and Classes")
  - 1.2.3 Schedule 3 which sets out, your digital Health Commitment Statement ("HCS")
  - 1.2.4 Schedule 4 relating to terms specific to Covid-19 form the membership contract between you and us.
  - 1.2.5 Schedule 5 relating to terms specific to the Just Move membership and activities undertaken at Scale Space, 58 Wood Lane, London W12 7RZ.
- 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 website and under "My Documents" in your registration profile. 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: <u>ASK</u>
Other members should email: <u>Move Imperial</u>

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 Ethos Membership card will allow access.
  - 2.1.3. A valid Imperial College ID card or Ethos Membership card; you may be denied entry if you do not have your card with you
  - 2.1.4. Watching the online building orientation and agreeing to the Move Imperial Health Commitment Statement prior to starting to use any Move Imperial Facilities.
  - 2.1.5. Adherence to Move Imperial's Fair Usage Policy.
  - 2.1.6. 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. Other than as expressly permitted in the Booking Terms and Condition, 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; appropriate swimming attire must be worn while using any pool facilities (pool, heated lounge, sauna and steam room).



- 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. Whilst using Move Imperial Facilities, all personal property must be kept in lockers provided. Move Imperial is not responsible for any loss or damage to personal property. Personal property cannot be kept in lockers overnight unless you have a locker hire agreement in place with Move Imperial. All belongings left overnight in breach of this clause will be removed and remain in lost property for two weeks; any items left in lost property more than two weeks will be disposed of.
- 2.13. 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 or direct debit) 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. Move Imperial will give you at least 6 weeks' notice of any upcoming price increase and will make it clear when the price increase will take effect, how much your Membership Fee will cost after the increase and the deadline for terminating your Membership if you don't want to continue your Membership subject to the increased Membership Fee. If you do not terminate the Membership by the date given to you in the notice, then the price of your Membership will be increased in accordance with our notice.
- 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 register for a new Membership online and pay any relevant fee.

#### 3.6. Direct Debit

- 3.6.1. Where the payment method is direct debit, you will be required to pay a pro rata payment in advance which will be collected from you by us by Debit / Credit card at the time of registration. The initial payment covers the cost of the Membership until your direct debit has been set up with your bank. Thereafter, all fees will be collected via Direct Debit for monthly membership fees only and will be collected on (or around) the 1st of each month thereafter.
- 3.6.2. Where payment method is by direct debit, you hereby authorise us to charge your specified account monthly in advance. You agree to maintain a direct debit instruction with your bank for the monthly Membership Fee and you authorise us to



- continue to attempt to collect payment with respect to all sums owed until such time as your Membership is terminated with requisite notice.
- 3.6.3. Any member paying by Direct Debit who falls behind in their payment will have their Membership suspended until the payment is received and a new Direct Debit will need to be set. You agree to provide updated payment information upon request and at any time the information you previously provided becomes invalid.
- 3.6.4. Where the payment method is by direct debit, cancellation can be made by contacting Move Imperial in writing with one full months' notice.
- 3.6.5. Memberships paid by direct debit may request to freeze their Membership once per calendar year for a minimum of 1 month and a maximum period of 3 months providing one full calendar month's written notice (see clause 1.7 for contact details).
- 3.6.6. For the avoidance of doubt, if a minimum or fixed term contract term is specified for your 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. 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 direct debit, cancellation can be completed by contacting Move Imperial in writing with one full months' notice (clause 1.7).
- 4.3. Where the payment method is by paid in full or free, 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.
- 4.4. 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.
- 4.5. 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.
- 4.6. 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 <u>privacy policy</u> 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 Date Protection Officer via email at <a href="mailto:dpo@imperial.ac.uk">dpo@imperial.ac.uk</a>, 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 Students

### 1.1. IC Student Basic

- 1.1.1. Membership runs annually between 1 September and 31 August, a pro-rata will not be applied if registration is after 1 September; this membership will automatically terminate, on whichever is the earliest, on 31 August or on the last day of your current course of study. 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.
- 1.1.2. Student Basic membership does not include access to any Move Imperial gym, swim, heated lounges, sauna or steam room facilities.
- 1.1.3. Student Basic membership benefits include:
  - 1.1.3.1. Access to classes and bookable activity spaces at discounted student rates
  - 1.1.3.2. 6 days advance bookings (classes and activities only)
  - 1.1.3.3. Ability to top up membership with a bolt-on monthly class pass or climbing
  - 1.1.3.4. Members can bring one guest during a pay-as-you-go racquet sports booking including squash, badminton, and table tennis

# 1.2. IC Student Gym and Swim

- 1.2.1. Membership runs annually between 1 September and 31 August, a pro-rata will not be applied if registration is after 1 September; this membership will automatically terminate, on whichever is the earliest, on 31 August or on the last day of your current course of study. 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.
- 1.2.2. The membership fee must be paid in full at the point of registration.
- 1.2.3. Student Gym & Swim membership benefits include:
  - 1.2.3.1. Access to the gym, SW7, swimming pool, heated lounges, sauna and steam room at all available times
  - 1.2.3.2. Access to classes and bookable activity spaces at discounted student rates
  - 1.2.3.3. 6 days advance bookings
  - 1.2.3.4. Ability to top up membership with a bolt-on monthly class pass or climbing
  - 1.2.3.5. Members can bring one guest during a pay-as-you-go racquet sports booking including squash, badminton, and table tennis
  - 1.2.3.6. Upon request, Student Gym & Swim membership includes access to the Hammersmith Hospital Gym and Charing Cross (Reynolds) Gym

# 1.3. Imperial Westway Student

- 1.3.1. Imperial College London students studying at the White City Campus will be entitled to access a gym membership at the Westway Sports Centre for a det fee, a pro-rata will not be applied if registration is after the 1 September; this membership will automatically terminate, on whichever is the earliest, on the 31 August or on the last day of your current course of study.
- 1.3.2. Students who opt to register for the Westway membership will be unable to use the Ethos gym or SW7.
- 1.3.3. The membership fee is payable online through the Move Imperial Online Membership portal; the membership fee must be paid in full at the point of registration. The membership is inclusive of the Westway Gym only.
- 1.3.4. Membership benefits include:
  - 1.3.4.1. Access to the Westway Sports Centre gym



- 1.3.4.2. Access to the Ethos swimming pool and other Ethos facilities at the student discount rate
- 1.3.4.3. 6 days advance bookings at Ethos (swimming pool, classes and activities only)
- 1.3.4.4. Ability to top up membership with a bolt-on monthly class pass or climbing at Ethos
- 1.3.4.5. Members can bring one guest, to Ethos, during a pay-as-you-go racquet sports booking including squash, badminton, and table tennis
- 1.3.5. The details of the Imperial Westway Student memberships are set out on the Move Imperial website. In the event, the details at Move Imperial conflict with these terms and conditions, the details on Move Imperial website will take precedence.
- 1.3.6. For the avoidance of doubt, Move Imperial is not responsible for any facilities or services provided by the Westway Sports Centre.

# 1.4. Imperial Silwood Student

- 1.4.1. Membership runs annually between 1st September and 31st August, a pro rata will not be applied if registration is after the 1st September; this membership will automatically terminate, on whichever is the earliest, on the 31st August or on the last day of your current course of study. If accessing Ethos, all gym, SW7, swimming, classes and activities must be booked in advance; you may be denied access if you do not have a booking.
- 1.4.2. The membership fee must be paid in full at the point of registration.
- 1.4.3. Student Gym & Swim membership benefits include:
  - 1.4.3.1. Access to the Silwood Gym.
  - 1.4.3.2. Access to Ethos including gym, SW7, swimming pool, heated lounges, sauna and steam room at all available times
  - 1.4.3.3. Access to Ethos classes and bookable activity spaces at discounted student rates
  - 1.4.3.4. 6 days advance bookings within Ethos
  - 1.4.3.5. Ability to top up membership with an Ethos bolt-on monthly class pass
  - 1.4.3.6. Members can bring one guest during an Ethos pay-as-you-go racquet sports booking including squash, badminton, and table tennis
  - 1.4.3.7. Upon request, Imperial Silwood Student membership includes access to the Hammersmith Hospital Gym and Charing Cross (Reynolds) Gym

### 2. Imperial Staff

### 2.1. Staff Basic

- 2.1.1. This membership is free to Imperial College staff members.
- 2.1.2. Your membership lasts from the time you have registered and is open ended.
- 2.1.3. Membership benefits include:
  - 2.1.3.1. Access to Ethos Sports Centre
  - 2.1.3.2. Access to classes and bookable activity spaces at discounted Imperial staff rates
  - 2.1.3.3. Ability to book gym or swim sessions on a pay-as-you-go basis
  - 2.1.3.4. 6 days advanced bookings
  - 2.1.3.5. Ability to top up membership with bolt-on monthly class or swimming pass
  - 2.1.3.6. Members can bring one guest during a pay-as-you-go racquet sports booking including squash, badminton, and table tennis.
  - 2.1.3.7. Access to changing rooms and showers

#### 2.2. Staff Basic Partner

2.2.1. This membership is free to Imperial College staff members and their partner (proof of eligibility required).



- 2.2.2. Your membership lasts from the time you have registered and is open ended. The membership will terminate, for both the Imperial staff member and their partner, in the event the associated member of staff ends their membership or the date in which your membership is terminated whichever is the earliest.
- 2.2.3. Membership benefits include:
  - 2.2.3.1. Access to Ethos Sports Centre
  - 2.2.3.2. Access to classes and bookable activity spaces at discounted Imperial staff rates
  - 2.2.3.3. Ability to book gym or swim sessions on a pay-as-you-go basis
  - 2.2.3.4. 6 days advanced bookings
  - 2.2.3.5. Ability to top up membership with bolt-on monthly class or swimming pass
  - 2.2.3.6. Members can bring one guest during a pay-as-you-go racquet sports booking including squash, badminton, and table tennis.
- 2.2.4. Proof of eligibility required:
  - 2.2.4.1. Partner must be a partner or family member over 16 years
  - 2.2.4.2. Partner membership is only eligible if partner or family member lives at the same residence as the Imperial College London staff member proof of address will be required
  - 2.2.4.3. Partner members must have their own membership card to gain entry.
  - 2.2.4.4. Partner members are only eligible to have the same level of membership as the Imperial College London staff member and must comply with all terms and conditions

# 2.3. Club Imperial

- 2.3.1. This membership is available to Imperial College staff members and is subject to a minimum 2-month minimum contract.
- 2.3.2. Your membership lasts from the time you have registered and is open ended.
- 2.3.3. The membership fee will be collected by Direct Debit; you will be required to pay a pro-rata payment in advance and thereafter the membership fee will be collected by monthly direct debit.
- 2.3.4. Membership benefits include:
  - 2.3.4.1. Access to the gym, SW7, swimming pool, heated lounges, sauna, steam room and sports hall at all available times
  - 2.3.4.2. Access to classes and bookable activity spaces at discounted Imperial staff rates
  - 2.3.4.3. 6-day advanced bookings
  - 2.3.4.4. Ability to top up membership with a bolt-on monthly class pass
  - 2.3.4.5. Option to freeze your membership once per calendar year for a minimum of one month and a maximum of three months providing one full calendar month written notice.
  - 2.3.4.6. Members are allowed to bring one guest during a pay-as-you-go racquet sports booking such as squash, badminton, and table tennis.
  - 2.3.4.7. Upon request, membership includes access to the Hammersmith Hospital Gym and Charing Cross (Reynolds) Gym

#### 2.4. Club Imperial Partner

- 2.4.1. This membership is available to Imperial College staff members and their partner (proof of eligibility required) and is subject to a minimum 2-month minimum contract.
- 2.4.2. Your membership lasts from the time you have registered and is open ended. The membership will terminate, for both the Imperial staff member and their partner, in the event the associated member of staff ends their membership or the date in which your membership is terminated whichever is the earliest.



- 2.4.3. The membership fee will be collected by Direct Debit; you will be required to pay a pro-rata payment in advance and thereafter the membership fee will be collected by monthly direct debit.
- 2.4.4. Membership benefits include:
  - 2.4.4.1. Access to the gym, SW7, swimming pool, heated lounges, sauna, steam room and sports hall at all available times
  - 2.4.4.2. Access to classes and bookable activity spaces at discounted Imperial staff rates
  - 2.4.4.3. 6-day advanced bookings
  - 2.4.4.4. Ability to top up membership with a bolt-on monthly class pass
  - 2.4.4.5. Option to freeze your membership once per calendar year for a minimum of one month and a maximum of three months providing one full calendar month written notice.
  - 2.4.4.6. Members are allowed to bring one guest during a pay-as-you-go racquet sports booking such as squash, badminton, and table tennis.
- 2.4.5. Proof of eligibility required:
  - 2.4.5.1. Partner must be a partner or family member over 16 years
  - 2.4.5.2. Partner membership is only eligible if partner or family member lives at the same residence as the Imperial College London staff member proof of address will be required
  - 2.4.5.3. Partner members must have their own membership card to gain entry.
  - 2.4.5.4. Partner members are only eligible to have the same level of membership as the Imperial College London staff member and must comply with all terms and conditions.

# 2.5. Club Imperial Gold

- 2.5.1. This membership is available to Imperial College staff members and is subject to a minimum 2-month minimum contract.
- 2.5.2. Your membership lasts from the time you have registered and is open ended.
- 2.5.3. The membership fee will be collected by Direct Debit; you will be required to pay a pro-rata payment in advance and thereafter the membership fee will be collected by monthly direct debit.
- 2.5.4. Membership benefits include:
  - 2.5.4.1. Access to the gym, SW7, swimming pool, heated lounges, sauna, steam room, group fitness classes and sports hall at all available times
  - 2.5.4.2. Access to bookable activity spaces at discounted Imperial staff rates
  - 2.5.4.3. 6-day advanced bookings
  - 2.5.4.4. Option to freeze your membership once per calendar year for a minimum of one month and a maximum of three months providing one full calendar month written notice
  - 2.5.4.5. Members are allowed to bring one guest during a pay-as-you-go racquet sports booking such as squash, badminton, and table tennis.
  - 2.5.4.6. Upon request, membership includes access to the Hammersmith Hospital Gym and Charing Cross (Reynolds) Gym

### 2.6. Club Imperial Gold Partner

- 2.6.1. This membership is available to Imperial College staff members and their partner (Proof of Eligibility required) and is subject to a minimum 2-month minimum contract.
- 2.6.2. Your membership lasts from the time you have registered and is open ended. The membership will terminate, for both the Imperial staff member and their partner, in



- the event the associated member of staff ends their membership or the date in which your membership is terminated whichever is the earliest.
- 2.6.3. The membership fee will be collected by Direct Debit; you will be required to pay a pro-rata payment in advance and thereafter the membership fee will be collected by monthly direct debit.
- 2.6.4. Membership benefits include:
  - 2.6.4.1. Access to the gym, SW7, swimming pool, heated lounges, sauna, steam room, group fitness classes and sports hall at all available times
  - 2.6.4.2. Access to classes and bookable activity spaces at discounted Imperial staff rates
  - 2.6.4.3. 6-day advanced bookings
  - 2.6.4.4. Option to freeze your membership once per calendar year for a minimum of one month and a maximum of three months providing one full calendar month written notice.
  - 2.6.4.5. Members are allowed to bring one guest during a pay-as-you-go racquet sports booking such as squash, badminton, and table tennis.
- 2.6.5. Proof of eligibility required:
  - 2.6.5.1. Partner must be a partner or family member over 16 years
  - 2.6.5.2. Partner membership is only eligible if partner or family member lives at the same residence as the Imperial College London staff member proof of address will be required
  - 2.6.5.3. Partner members must have their own membership card to gain entry.
  - 2.6.5.4. Partner members are only eligible to have the same level of membership as the Imperial College London staff member and must comply with all terms and conditions.

# 3. Monthly bolt-ons

- 3.1. Monthly Swim Bolt-On
  - 3.1.1. Monthly Swim Bolt-Ons are an additional membership that can only be purchased in conjunction with an Imperial staff membership. Monthly Swim Bolt-Ons allow access to swimming for one month from the date of purchase.
  - 3.1.2. The membership fee must be paid in full at the point of registration.
  - 3.1.3. Monthly Swim Bolt-Ons cannot be refunded or extended as a result of a planned or unforeseen closure of Move Imperial facilities, holiday, or through the result of you being unable to make use of the full month.
  - 3.1.4. Membership benefits include:
    - 3.1.4.1. Attend as many swim sessions as you like (within our fair use policy) whilst your pass is valid
    - 3.1.4.2. 6 days advanced bookings
  - 3.1.5. No minimum contract.

# 3.2. Monthly Class Bolt-On

- 3.2.1. Monthly Class Bolt-Ons are an additional membership that can only be purchased in conjunction with an Imperial student or staff membership.
- 3.2.2. Monthly Class Bolt-Ons allow access to studio classes for one month from the date of purchase.
- 3.2.3. The membership fee must be paid in full at the point of registration.
- 3.2.4. Monthly Class Bolt-Ons cannot be refunded or extended as a result of a planned or unforeseen closure of Move Imperial Facilities, holiday, or through the result of you being unable to make use of the full month.
- 3.2.5. Membership benefits include:



- 3.2.5.1. Attend as many group exercise classes as you like (within our fair use policy) whilst your pass is valid
- 3.2.5.2. 6 days advanced bookings
- 3.2.6. No minimum contract.

# 3.3. Monthly Climbing Bolt-On

- 3.3.1. Monthly Climbing Bolt-Ons are an additional membership that can only be purchased in conjunction with an Imperial student or staff membership; Gold (DD) membership; or an Imperial Related membership.
- 3.3.2. Monthly Climbing Bolt-Ons allow access to the climbing wall for one month from the date of purchase.
- 3.3.3. The membership fee must be paid in full at the point of registration.
- 3.3.4. Monthly Climbing Bolt-Ons cannot be refunded or extended as a result of a planned or unforeseen closure of Move Imperial Facilities, holiday, or through the result of you being unable to make use of the full month.
- 3.3.5. Membership benefits include:
  - 3.3.5.1. Attend as many climbing sessions as you like (within our fair use policy) whilst your pass is valid
  - 3.3.5.2. 6 days advanced bookings
- 3.3.6. No minimum contract.

### 4. Just Move

- 4.1. This membership is available to Imperial College London staff and students only; the membership is valid for the academic year in which you join only.
- 4.2. The membership fee must be paid in full at the point of registration. The fee is fixed for the academic year; a pro-rata will not be applied if registration is after the start of the academic year.
- 4.3. Membership benefits include:
  - 4.3.1. Access to Just Move drop-in sessions which may include basketball, badminton, football, and squash
  - 4.3.2. Access to studio classes on the Just Move timetable
  - 4.3.3. Access to Just Move sessions at the following campuses:
    - 4.3.3.1. South Kensington
    - 4.3.3.2. White City
    - 4.3.3.3. Hammersmith
    - 4.3.3.4. North Acton
    - 4.3.3.5. Silwood Park

# 5. Imperial Related

- 5.1. This membership is valid from the date of purchase and is available to members of eligible organisations only and includes access to Ethos Sports Centre only.
- 5.2. Membership includes two payment options Flexible and Direct Debit. The flexible membership is for one month and terminates automatically; the membership fee must be paid in full at the point of registration. The Direct Debit memberships last from the time you register and is open ended until you terminate your membership; a pro-rata fee will be collected at the point of registration and thereafter the membership fee will be collected by direct debit
- 5.3. Membership benefits include
  - 5.3.1. Access to the gym, SW7, swimming pool, heated lounges, sauna, steam room, group fitness classes at all available times



- 5.3.2. For an additional fee, access to squash courts and sports hall racquet sport activities at all available times
- 5.3.3. 6-day advanced bookings
- 5.3.4. Members are allowed to bring one guest during a pay-as-you-go racquet sports booking such as squash, badminton, and table tennis.
- 5.4. Eligible Organisations:
  - 5.4.1. Imperial College London Contingent, Casual, Contractor, Visiting Academics/Researchers, Retired staff, Honorary, College Reverends, Summer Outreach staff, Emeritus, Health Centre staff, Accommodation staff from College halls
  - 5.4.2. Imperial College London Alumni
  - 5.4.3. RCA/RCM staff and students
  - 5.4.4. MRC Clinical Sciences Centre
  - 5.4.5. NHS Staff working at Chelsea and Westminster, Hammersmith & Charing Cross, St Mary's North West London (Northwick Park & Central Middlesex), Royal Brompton & Harefield
  - 5.4.6. FIE and American University students
- 5.5. Proof of Eligibility required:
  - 5.5.1. ID required showing the place of work
  - 5.5.2. Imperial College London eligible workers must provide a letter from their supervisor to confirm current employment or show their valid college ID card
  - 5.5.3. Imperial Alumni must provide a copy of their graduation certificate
  - 5.5.4. RCA / RCM staff and students must show their valid college ID card
  - 5.5.5. FIE and American University students must show their valid ID card

# 6. Other

- 6.1. Gold (DD)
  - 6.1.1. This membership is subject to a minimum 2-month minimum contract; the membership includes access to Ethos only.
  - 6.1.2. Your membership lasts from the time you have registered and is open ended until you terminate your membership.
  - 6.1.3. The membership fee will be collected by Direct Debit; a pro-rata fee will be collected at the point of registration and thereafter the membership fee will be collected by direct debit.
  - 6.1.4. Membership benefits include:
    - 6.1.4.1. Access to the gym, SW7, swimming pool, heated lounges, sauna, steam room, group fitness classes at all available times
    - 6.1.4.2. For an additional fee, access to squash courts and sports hall racquet sport activities at all available times
    - 6.1.4.3. 6-day advanced bookings
    - 6.1.4.4. Option to freeze your membership once per calendar year for a minimum of one month and a maximum of three months providing one full calendar month's written notice.
    - 6.1.4.5. Members can bring one guest during a pay-as-you-go racquet sport booking including squash, badminton, and table tennis.

# 6.2. Ethos Day Pass

- 6.2.1. This membership is only available to purchase during Imperial College Non-Term time dates
- 6.2.2. This membership is valid on the day of purchase only.
- 6.2.3. The fee must be paid in full at the point of purchase.



- 6.2.4. Membership benefits include:
  - 6.2.4.1. Access to book the gym, SW7, swimming pool and group fitness classes at all available times on the date of purchase only



### Schedule 2 – Booking and Cancellation of Activities and Classes

### **Bookings:**

- 1. Availability permitting and if applicable to the Membership, bookings can be made up to 6 days in advance.
- 2. A fair usage policy applies whereby members are permitted to make a maximum of 2 bookings in any one day.
- 3. Bookings must be made online; where a payment is required, this will need to be made at the time of the booking.
- 4. Bookings in the gym, SW7, swimming pool and group fitness classes have maximum numbers; to secure your place you must register in advance. You may be denied entry if you have not booked your place in advance.
- 5. Members can only make a booking for themselves and any participants they will be taking part with in the activity other than in the case of the gym, SW7, swimming pool and group fitness classes whereby members are only permitted to book for themselves.
- 6. Once a group fitness class has commenced it will be at the discretion of the instructor if further admittance will be permitted.
- 7. You must "check in" your attendance at the Ethos session prior to entry at one of the check-in kiosks located within Ethos. Failure to check in will mark you as a non-attender which may result in a penalty being applied to your membership.
- 8. Members of Imperial College student clubs and societies are not permitted to make casual bookings on behalf of their club or society. All student club bookings must be made through the appropriate channel Imperial Athletes. Move Imperial reserves the right to cancel a casual booking made for an Imperial College student club or society.

# **Booking Cancellations:**

- If you are unable to make your booked session you must cancel your place in advance to allow others the opportunity to book your space:
  - a. If your membership is inclusive of classes, gym, SW7 or swimming, please visit your membership portal and navigate to "My Bookings" and click the on the "Cancel" option.
  - b. If your membership is on a pay-as-you-go option, please contact the team at Move Imperial through <u>ASK</u> (Imperial Staff or Student) or by emailing <u>Move Imperial</u> (Other Members).
- 2. Bookings are non-refundable.
  - a. If your membership is on a pay-as-you-go option and you contact the team at Move Imperial prior to the start time of your booked session you will be offered the option to rebook a session.

# **Booking Durations:**

- 1. Availability permitting and if applicable to the membership:
  - a. All squash bookings will be a duration of 45 or 90 minutes.
  - b. All sports hall bookings will be a duration of 55 minutes, commencing on the hour and finishing at 5 minutes to the hour. Please note, there is a maximum of four people per court for badminton and table tennis.

#### **Guests:**

1. Members are permitted to bring one non-member guest per racket sport (squash, badminton, table tennis) booking; no other guests are permitted.



### Schedule 3 – 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 <a href="www.gov.uk">www.gov.uk</a>. 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 <a href="www.gov.uk">www.gov.uk</a> 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 you 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 <a href="https://www.imperial.ac.uk/ethos/memberships/legal-things">https://www.imperial.ac.uk/ethos/memberships/legal-things</a>



#### Schedule 4 - 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 bought 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.



Schedule 5 – Just Move – Sports Space Informed Consent and Release of Liability Waiver

# SPORTS SPACE INFORMED CONSENT AND RELEASE OF LIABILITY WAIVER

# Please read carefully! This is a legal document that affects your legal rights.

Welcome to Sports Space!

We're a fitness facility located at Scale Space, 58 Wood Lane, London, United Kingdom, W12 7RZ. We're owned by Scale Space LLP, a limited liability partnership registered in England and Wales with company number OC420795 ("Scale Space").

Occasionally, we bring in our third party partners to run fitness classes or wellness sessions at Sports Space. When we say, "Released Parties", we mean Scale Space and any and all of our third party partners we work with, both now and in the future.

Like most other fitness facilities, the activities undertaken at Sports Space may involve strenuous physical activity like muscle strength and endurance training, cardiovascular conditioning and training, and other various fitness activities.

This informed consent and release of liability waiver (the "Waiver") advises users of Sports Space of the risks involved when taking part in activities at Sports Space, as well as some of the rules to follow when at Sports Space. We require each and every user of Sports Space to sign this document before attending Sports Space.

If you have any questions, please contact Scale Space's reception at <a href="mailto:support@scalespace.co.uk">support@scalespace.co.uk</a> or on 02080501479.

Thanks!

The team at Scale Space

### THE LEGAL BITS!

- 1. By signing below:
  - a. I voluntarily agree to participate in the activities at Sports Space (whether these comprise of workouts, sports, exercise, training programs and/or wellness sessions) (the "Activities"; each an "Activity");
  - b. I confirm that each time I participate in an Activity, (i) I am doing so at my own risk, (ii) I am in good physical condition, and (iii) I do not suffer from any known disability or condition which would prevent or limit my participation in the Activity;
  - c. I fully understand that I may injure myself as a result of my participation in the Activities and I accept sole responsibility for any such injuries;
  - d. I understand that the chances of me becoming infected with COVID-19, or any other highly contagious viruses, may be increased by my attendance at Sports Space and I voluntarily assume such risk;
  - e. I release the Released Parties, and I will hold them harmless from any and all claims, demands, and causes of action that may arise as a result of my participation in the Activities, to the extent permitted by law; including without limitation, conditions that I may obtain directly or indirectly from participating in the Activities such as heart attacks, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heat prostration, injuries to knees, injuries to the back, injuries to the foot, COVID-19 or any other virus, illness or soreness that I may experience, or death;



- f. I further acknowledge and agree that the Released Parties are not responsible for any loss of my money, clothing or property, even if such loss occurs at Sports Space;
- g. I agree to:
  - i. not smoke at Sports Space;
  - ii. not take food or alcohol into Sports Space;
  - iii. arrive and depart Sports Space quietly and peacefully;
  - iv. abide by any health and safety rules imposed by the Released Parties from time to time;
  - v. remove all litter at the end of each attendance at Sports Space;
  - vi. return any equipment I borrow or use from the Released Parties in good working order, in the same condition as when I received it, and to their respective places after use;
  - vii. not move any large equipment (e.g. goals, nets and posts) unless I am properly trained to do so;
- h. I understand that if I engage in unacceptable behaviour1 at Sports Space, Scale Space reserves the right to (i) request that I leave Sports Space, (ii) refuse my entry into Sports Space, (iii) impose further conditions to my access to Sports Space, and/or (iv) suspend or terminate my access to Sports Space; and any such refusal of entry or ejection means that I forfeit the use of Sports Space and there will be no refund or reduction in any fees paid by me;
- I understand that if I run or manage events, leagues and/or classes at Sports Space, (i) I must have appropriate public liability insurance in place which specifically covers Sports Space and has a minimum cover of £10,000,000 (ten million pounds sterling), and (ii) I am entirely responsible for the operation and safety of the equipment used in such events, leagues and/or classes;
- j. I agree to Sports Space keeping this Waiver (which includes my full name and signature) for at least seven (7) years from my last attendance at Sports Space;
- k. I agree that the Released Parties may take (a) video(s) and/or photo(s) of me at Sports Space and that they shall be free to use such video(s) and/or photo(s) for promotional purposes without my consent from time to time (including on any publicly available media);
- I. I understand that (i) the Released Parties do not carry or maintain medical, health, or disability insurance coverage for users of Sports Space, and (ii) I am expected and encouraged to obtain my own medical or health coverage; and
- m. I understand that I cannot revoke any of the terms and conditions of this Waiver, and that such terms and conditions shall apply each and every time I attend Sports Space (regardless of any gaps inbetween attendance).
- 2. If any portion of this Waiver is deemed by a court of competent jurisdiction to be invalid, then the remainder shall remain in full force and effect and only the offending provision or provisions shall be severed.
- 3. Any variation to this Waiver must be in writing and signed by the Participant and Scale Space.
- 4. No one other than the Released Parties shall have any rights under the Contracts (Rights of Third Parties) Act 1999.
- 5. This Waiver is governed by the laws of England and Wales and the courts of England have exclusive jurisdiction to hear any disputes arising from or otherwise relating to this Waiver.

<sup>1</sup> Examples of unacceptable behaviour includes non-compliance with the terms and conditions of this Waiver, not attending bookings, rude and abusive behaviour, use of racial and/or discriminatory comments, fighting, threatening, behaviour likely to pose a health and safety risk, behaviour likely to endanger staff or other users, behaviour likely to affect other users' enjoyment of Sports Space, misuse of the equipment and/or Sports Space and/or vandalism of the premises and/or equipment.