

Rules of ESPH East Dulwich

1. **Name**
The name of the club is the ESPH East Dulwich Club (“the Club”).
2. **Objects**
The objects of the Club are to provide exercise regimes which are individually designed and supervised by qualified physiotherapists or other appropriately qualified exercise professionals for Club members (other than day members) and to run Pilates classes (together “the Facilities”) at the Proprietor’s premises in East Dulwich.
3. **Proprietor**
The Club is a proprietary club, the proprietor being ESPH Healthcare Ltd of (registered address) 4 Croxted Mews, 286-288 Croxted Road, London SE24 9DA (“the Proprietor”) which is responsible for the provision of the Facilities.
4. **Management**
The general management and affairs of the Club in all matters is under the entire control of and is conducted by the Proprietor.
5. **Membership**
 - 5.1. Any person over the age of 18 years of age may apply for any class of membership which application the Proprietor may approve or refuse at its absolute discretion. A member means an applicant for membership who has been accepted by the Proprietor as a member of the Club in any of the categories of membership referred to in these Rules
 - 5.2.
 - 5.3. Candidates for each class of membership must complete and submit an application form to the Proprietor in the form prescribed by the Proprietor.
 - 5.4. There shall be the following categories of membership:
 - 5.4.1. Gym membership;
 - 5.4.2. Pilates membership;Membership under one category of membership does not preclude a member applying for membership under another category. These rules apply equally to all categories of members.
 - 5.5. As a condition of being accepted as a member (other than a Day Member), each candidate will:
 - 5.5.1. provide full complete and honest answers to the Proprietor’s questionnaire relating to his or her medical condition and history and go through a physical assessment with a qualified physiotherapist working for the Proprietor unless the Proprietor waives this condition where a questionnaire and a physical assessment have been completed to the satisfaction of the Proprietor within the immediately preceding period of six-months;
 - 5.5.2. disclose any physical disabilities or medical conditions including details of any medication, whether under prescription or otherwise, taken by the applicant; and
 - 5.5.3. discuss his or her objectives in terms of his or her physical condition and fitness.
 - 5.6. Each category of membership shall have the following rights and privileges subject to the provisions of these Rules (“Rules”):
 - 5.6.1. full gym membership will entitle a member to use all of the facilities of the gym at any time when the Club is open and to join all exercise classes other than Studio Pilates classes in the Pilates equipment studio;
 - 5.6.2. Early bird off-peak gym membership and Off-peak gym membership shall entitle a member to use the facility between the hours of 6:30AM and 5PM and 9:00AM and 5PM respectively on week days but not at any other time and will entitle the member to join any exercise classes on those days within those hours only except for Studio Pilates classes in the Pilates equipment studio;
 - 5.6.3. Pilates 10-a-month membership will entitle a member or members to attend 10 Pilates classes per month and use the gym and any other classes;
 - 5.6.4. Pilates 5-a-month membership will entitle a member to attend 5 Pilates classes per month but not to attend other classes or to use the gym;
 - 5.6.5. day membership will allow the day member to use the gym for a single day at his own risk (no assessment having been carried out) during the normal opening hours of the gym [but not to join any exercise classes or Pilates classes including any exercise classes but not Pilates classes held in the Pilates equipment studio];
 - 5.6.6. Family membership shall entitle a member to:
 - 5.6.6.1. either full gym membership or a Pilates membership at the election of that member; and
 - 5.6.6.2. bring one of his or her children between 14 years of age and 17 years of age to the Club to use either the gym or attend Pilates or any exercise classes as permitted under the category of membership elected for by the member pursuant to Clause 5.5.6.1 of and subject to these Rules.
 - 5.7. A member shall be entitled to use the changing room facilities including showers and WCs designated by the Proprietor for use by members of his or her gender.
 - 5.8. a member shall keep the Proprietor fully informed of any physical disabilities or medical conditions at all times during his membership of the Club including details of any medication whether under prescription or otherwise being taken by that member and shall go through a physical assessment by a qualified physiotherapist working for the proprietor at least once in every period of twelve months.
 - 5.9. In relation to any children using the gym or coming to Pilates or any exercise classes each member who is a parent shall:
 - 5.9.1. ensure that his or her child complies with Clauses 5.4 and 5.7 as if that child were a member;
 - 5.9.2. ensure that his or her child complies with the Rules and accepts and agrees to the application of the Rules to his or her child as if that child were a member ;
 - 5.9.3. use his or her reasonable endeavours to ensure that his or her child uses the gym only as prescribed in the exercise routine devised by the Club for that child pursuant to a physical assessment of that child by a qualified physiotherapist working for the Proprietor or where attending a Pilates or any other exercise class as directed by a Pilates instructor or the instructor in charge of that class;
 - 5.9.4. does not permit that child to use the gym or join a Pilates or any other exercise class when the parent in question is not on the Club’s premises;
 - 5.9.5. use his or her best efforts to ensure that his or her child does not cause annoyance to the other members and complies with the requests of the Proprietor and its staff relating to the use of the Facilities
 - 5.10. The Proprietor shall have the right to require a member to remove that member’s child from the Club’s premises at any time at its discretion.
6. **Register**
The Proprietor will keep a register of members containing the names and addresses of all members other than Day Members.
7. **Admission**
 - 7.1. Membership of the Club does not entitle a member to admission to any classes which are full as designated by the Proprietor or in the case of the gym where the gym has 80 people or more in it.
 - 7.2. Admission is subject to such terms and conditions of payment or otherwise as the Proprietor determines from time to time.
 - 7.3. The Proprietor is entitled to refuse a member entry to the Club premises or any part of it where the Proprietor believes that a member is intoxicated or is otherwise unfit to use the Facilities or for any other reason whatsoever.
8. **Subscriptions**
 - 8.1. The annual subscriptions (“membership fees”) for each category of membership are the sums that the Proprietor determines from time to time are payable but any increases in membership fees for any of the categories of membership shall not occur more than once in any period of 12 months.
 - 8.2. The Proprietor may give such discounts in membership fees to private members or to corporate or other members who have applied for membership as multiple applicants through a co-introducer, as the Proprietor thinks fit
 - 8.3. The Proprietor will provide a tariff of current membership fee rates on its website if requested but no more frequently than once in each period of six months.
 - 8.3.1. Membership fees are payable in advance upon a member’s application for membership being accepted by the Proprietor and may either be paid annually (subsequent annual payments being made on the anniversary of the member’s application for membership being accepted by the Proprietor) or monthly.
 - 8.3.2. Where an applicant or a member chooses to pay membership fees monthly, the minimum contract term shall be 12 months, each monthly instalment shall be equivalent to 1/12 of the annual membership fee for the relevant category of membership. The applicant shall pay the first month’s fees upon commencement of the membership, thereafter a standing order shall be set up in favour of the Proprietor to pay his or her membership fees monthly starting on the second month of his or her membership, on the day in each month which corresponds with the date of his acceptance by the Proprietor as a member.
9. **Termination of membership**
 - 9.1. The Proprietor may terminate the membership of a member of the Club:

- 9.1.1. if his subscription or any agreed instalment of it is not paid within 7 days of it becoming due;
- 9.1.2. forthwith if the conduct of a member is in the opinion of the Proprietor incompatible with the best interests of the Club or its members or in the opinion of the Proprietor renders him unfit or unsuitable for membership.
- 9.2.
- 9.2.1. A member is bound to pay any membership fees falling due within the term of the contract period. A member may **NOT** terminate the membership during the contract duration except for the following reasons:
- 9.2.1.1. Pregnancy
- 9.2.1.2. Continuous unemployment for a period greater than 3 months
- 9.2.1.3. Chronic illness or injury that renders the member unable to reasonably use their membership
- 9.2.2. Following the end of the designated membership period a member may give notice of termination of his or her membership of the Club by giving the Proprietor not less than 1 month's written notice of such termination to expire.
- 9.2.3. Termination of his/her membership by a member shall not affect his/her obligation to pay any unpaid membership fee or part membership fee subject to the provisions of Clause 9.3.
- 9.2.4. Upon agreed cancellation the member shall be solely responsible for cancelling any standing orders and shall not be entitled to any reimbursements for failure to do so.
- 9.2.5. Where any membership is terminated by the member and the termination occurs before the end of the contract period for which membership fees are due to be paid by the member, the member shall be liable for the fees for the full period of the contract term, less the required notice period (if applicable) and shall not be entitled to any reimbursement for the fees so paid and attributable to that period.
- 10 . **Rules**
The Proprietor may from time to time revoke, vary, add to or alter the rules of the Club and alter the categories of membership. The Proprietor is the sole authority for interpreting the rules and for settling all disputes relating to the affairs of the Club and the conduct of the members and will post any such alterations on its website.
- 11 . **Data Protection**
- 11.1. The Proprietor agrees to comply with its obligations under the Data Protection Act 1998 or any act amending or replacing it.
- 11.2. By signing the form of application for membership, an applicant consents to the Proprietor keeping the data provided in the application together with the information contained in the replies given to the Proprietor's questionnaire and the information derived from any physical assessment of the applicant carried out by the Proprietor, for the period of the applicant's membership of the Club or if membership is refused for a period of 12 months from the date of refusal.
- 11.3. Subject to a member notifying the Proprietor to the contrary, the Proprietor may use information provided by a member for the purpose of providing a member with details of products and services which in the opinion of the Proprietor may be of interest to the member, either by post by telephone or by e-mail.
- 11.4. The member shall have the right at any time to notify the Proprietor that he wishes the Proprietor to cease using the member's personal information for the marketing purposes referred to above and the Proprietor will comply with any request to cease processing personal information for these purposes.
- 12 . **Limitation of liability**
- 12.1. This rule sets out the Proprietor's entire financial liability to any member or members (including any liability for the act or omissions of designated members, employees, agents and sub-contractors) in respect of any breach of the Proprietor's obligations or any representation, statement or tortious act or omissions (including negligence) arising under or in connection with these rules.
- 12.2. All warranties conditions and other terms implied by statute or common law relating to the Proprietor are to the fullest extent permitted by law excluded from these rules but nothing in these rules excludes liability for death or personal injury resulting from negligence of the Proprietor members of the Proprietor or its employees or subcontractors.
- 12.3. The Proprietor shall not be liable for any loss or damage to any property of any member. Property stored in any lockers provided by the Proprietor at the Club is stored at the risk of a member.
- 13 . **Dissolution**
- 13.1. The Club may be dissolved by the Proprietor at any time and the provisions of Clause 9 of these Rules (relating to the reimbursement of fees which have been overpaid) shall apply as if the membership of a member had been terminated.
- 14 . **House Rules**
- 14.1. Members shall not take any food or drink (other than unflavoured water) out of the café area and shall in no circumstances take any food or hot drinks of any kind into the gym, treatment area or into the Pilates exercise studio.
- 14.2. Members using the gym shall replace free weights after use and leave the gym and the equipment in a clean and tidy condition after use.
- 14.3. Members shall use the equipment in the gym and the Pilates equipment studio in the manner directed by the Proprietor and shall be careful not to cause any damage to any of such equipment.
- 14.4. Members shall vacate the gym and the Pilates exercise studio at least 30 minutes before the time advertised by the Proprietor on its website as being closing time of the Club.
- 14.5. Members shall wear clothing specifically designed and intended to be worn in a gym when using a gym or attending any classes and a decision of the Proprietor in respect of whether such clothing is suitable should be final and binding on a member. In particular, members will not wear denim or other clothing containing studs or which may otherwise cause damage to any equipment and will only wear footwear which will not mark the floors of the gym and the Pilates exercise studio.
- 14.6. Members who have changed their clothing before using the gym or before joining any classes shall leave those clothes and shoes in the changing rooms provided and shall not bring any bags or other containers to the gym, the Pilates studio or into any classes.
- 14.7. Members shall empty any lockers in the changing rooms used by them before leaving the Club and understand and accept that the Proprietor will empty all lockers every night and will dispose of the contents of the lockers.
- 14.8. Members shall not bring alcoholic drinks of any kind on to the premises and shall not consume alcohol on the Premises.
- 14.9. Members shall maintain good personal hygiene on the Premises.
- 14.10. Members shall not smoke on the Premises.
- 14.11. Members shall not shave or cut their toe nails in the showers.
- 14.12. Members shall not use mobile phones on the Premises and all mobile phones shall be on silent mode while members are on the Premises.
- 14.13. The Proprietor opening hours of the Club will be posted on the website but the Proprietor reserves the right to alter these hours from time to time.
- 14.14. Members may not invite guests unless they become day members. A member will not bring more than two guests to the Club per day.
- 14.15. Any guests or other visitors shall not be entitled to more than five day memberships in any period of 12 months.
- 14.16. The Proprietor shall at its discretion be entitled to refuse access to the Club to any guest or visitor.
- 14.17. Members shall behave in a manner which is in the opinion of the Proprietor appropriate and in the best interests of the Club and no arguments between members shall be conducted on the Premises.
- 15 . **No assignment**
A membership is personal to each member and shall not be transferred or assigned to anybody else.
- 16 . **Membership cards**
- 16.1. Membership cards issued to members must be carried by members each time that they come to the Club.
- 16.2. Members must not lend their membership cards to anyone else or allow anyone else to use their membership cards.
- 16.3. Membership cards shall remain the property of the Proprietor. A fee of £5 is payable for a replacement card.
- 17 . **Law and Jurisdiction**
These Rules are governed by English law and the Proprietor and the members of the Club shall submit to the non-exclusive jurisdiction of the Courts of England and Wales.
- 18 . **Interpretation**
In these Rules:
- 18.1. references to the masculine include the feminine where appropriate, the singular to the plural; and
- 18.2. the headings are for ease of reference only and are not to be taken into account in their interpretation.