



Membership Agreement Form

Last Updated 31 August 2018

Title: Forename: Last name:

Address: (Term time address for students)

Home Telephone Number: Mobile Number:

Emergency Telephone Number: Date of Birth:

Email Address:

University Name: (I.D. card checked)

Membership and Payment Details: (Energybase Staff to Complete)

Membership Type:	Student <input type="checkbox"/>	Associate <input type="checkbox"/>	Private <input type="checkbox"/>	Corporate <input type="checkbox"/>
	Halls/Student Homes Resident <input type="checkbox"/>	Club Only <input type="checkbox"/>	Club & Gym <input type="checkbox"/>	
Membership Subscription:	Student Monthly <input type="checkbox"/>	3 Months <input type="checkbox"/>	6 Months <input type="checkbox"/>	12 Months <input type="checkbox"/>
	Club Only & Club and Gym memberships expiring on 31 August			<input type="checkbox"/>

Payment Details	Payment by:
Joining fee + Subscription = Total Fee Payable Today	Cheque <input type="checkbox"/>
<input type="text"/>	Credit Card <input type="checkbox"/>
	Debit Card <input type="checkbox"/>

Application Declaration

I hereby apply to be considered for membership at Energybase. I have read, understood and agree to the terms of this Membership Agreement Form, the Health Waiver, and the Energybase Terms and Conditions dated 31 August 2018. A copy of the Energybase Terms and Conditions has been provided to me (if joining in person at Energybase) and I understand that these are available on the Energybase website (studentcentral.london/energybase).

Signature: Date:

Signature on behalf of Energybase: Date:

For Office Use Only:

Membership Number:	Date Entered on System:	Entered by:
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Health Waiver

Please read and answer yes or no to the following

	Yes	No
Do you have a history of any heart conditions i.e. Cardiovascular Disease, hypertension? Do you have pains in your chest associated with exercise?	<input type="checkbox"/>	<input type="checkbox"/>
Do you often feel dizzy or faint?	<input type="checkbox"/>	<input type="checkbox"/>
Are you suffering from any joint disorder such as arthritis? Are you taking any medication?	<input type="checkbox"/>	<input type="checkbox"/>
Do you suffer from any exercise-induced asthma?	<input type="checkbox"/>	<input type="checkbox"/>
Are there any other medical conditions/injuries that we need to be aware of	<input type="checkbox"/>	<input type="checkbox"/>

I sign to confirm that I have none of the above medical conditions, nor any others that may affect my participation in physical exercise and will keep Energybase informed if this situation should change.

Name:	Signature:	Date:
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*If you answered yes to any of the questions Energybase advises you not to exercise without written permission from your G.P. However, if you still choose to exercise please read and

I understand strength, flexibility and aerobic exercise including swimming is potentially hazardous and carries a risk of injury/death. I understand Energybase has advised me not to participate in exercise without written consent from my G.P.

I further understand that there are also other remote risks that may be associated with physical activity despite the fact that complete accountings of all these risks have not been provided to me, it is still my desire to participate. I am participating voluntarily and at my own risk.

In the case of an emergency I hereby grant Energybase, and any agent of Student Central, permission to undertake any necessary steps required.

Name:	Signature:	Date:
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EnergyBase Terms and Conditions

Last Updated 31 August 2018

This is an Agreement between you (the Member), and Energybase, an activity of the University of London, with headquarters at Senate House, Malet Street, London WC1E 7HU (“Energybase”, “Us” or “We”).

By completing the joining process in person at Energybase or at our website, and becoming a Member of Energybase, you are accepting all the terms and conditions in this Agreement. You should only join if you have read them and accept them.

1. Definitions

- 1.1 **Agreements:** Collectively, these terms and conditions, the Membership Agreement Form and Health Waiver form.
- 1.2 **Health Waiver form:** the exercise readiness questionnaire provided by Energybase that must be completed together with the Membership Agreement form in order to assess health status and suitability for a proposed exercise programme, or use of the facilities.
- 1.3 **Fees:** Any fees set by Us and payable by users in connection with the Services under this Agreement.
- 1.4 **Members:** The individual that has applied and been accepted by Energybase to use its facilities in accordance with this Agreement.
- 1.5 **Membership Card:** the Student Central membership card issued to you before you access Energybase.
- 1.6 **Membership Agreement Form:** the membership form which is part of these terms and conditions.
- 1.7 **Services:** the use of Energybase facilities, including classes and appointments.
- 1.8 **You:** The person entering into this Agreement on behalf of yourself.

2. About Energybase

- 2.1 We operate Energybase with the principal object of providing health and leisure facilities for Members.
- 2.2 Members are entitled to use the Services according to their category of membership.
- 2.3 Energybase has an appointed management team to run the Services on a day-to-day basis.

3. Commencement of this Agreement.

- 3.1 This Agreement is accepted by and becomes binding on you and Us when you make payment of your Membership Fee or when we activate your Membership Card at Energybase, whichever is earlier.
- 3.2 If you have completed this form whilst not in Energybase, you have a period of 14 days from the date that your application is accepted by Us in which to cancel your membership (“Cancellation Period”). The right to cancel will cease once you use the Services, or a period of 14 days has elapsed, whichever is earlier. To cancel this Agreement within the Cancellation Period, you must clearly inform Us of your decision to cancel to: energybase@london.ac.uk. The date we receive your notice is the Cancellation Date. If you have made any payment under this Agreement before the Cancellation Date, excluding payment of any Joining Fee, then we will provide you with a full refund as soon as reasonably possible but in any event within 14 days of the Cancellation Date.

4. Your Membership Card

- 4.1 When you access Energybase for the first time, we will activate your Membership Card. Each time you visit Energybase, you must present your Membership Card at Energybase reception.
- 4.2 Membership is personal to you and cannot be assigned, or transferred to another person. You may not under any circumstances lend your Membership Card to anyone else, or allow it to be used by anyone else. If you lend your card to another person, your Membership Card may be terminated.
- 4.3 We reserve the right to refuse entry should a Member seek to enter Energybase without a valid Membership Card and with no satisfactory proof of identity. Any alternative form of identity must include a recent colour photograph. We also reserve the right to refuse admission should you repeatedly fail to produce your Membership Card at Energybase reception.
- 4.4 When a Member brings a guest to Energybase, such Member remains fully responsible for the actions and behaviour of that guest.

5. Fees

- 5.1 Energybase sets the level of Fees, which are payable by credit card only.
- 5.2 Energybase reserves the right to change the level of fees from time to time. The current Fees according to categories and membership types are set out here:
www.studentcentral.london/energybase/membership. Fees for UoL Club Only and UoL Club and Gym members are set out here:
<https://www.studentcentral.london/activities/clubsandsocs/administration/usingenergybase/>
- 5.3 The following types of Fees apply:
 - a. One Day Membership Fee: Fee payable by guests who wish to visit Energybase and use the facilities for one day only.
 - b. Joining Fee: Non-refundable Fee payable by a private member when they initially join Energybase. This fee does not confer a right of access to Energybase.

- c. Monthly Membership Fee: Fee payable for the use of facilities at Energybase according to the category of membership. These are paid one month in advance.
 - d. Advance Membership Fee: Fee payable for use of facilities at Energybase according to the category of membership. These are paid 3 months, 6 months or 12 months in advance.
 - e. Other Fee: Charges for hire, sales of goods and additional charges for treatments and beauty therapy.
- 5.4 The following Membership categories apply:
- a. Student – applicable to current students of the University of London and all University of London federal Colleges.
 - b. Associate – applicable to current degree-level students of all other UK universities and staff at the University of London and its federal Colleges.
 - c. Private – applicable to members of the public not qualifying in any other membership category
 - d. Corporate – applicable to private companies that provide 10 or more members from one organisation external to the University of London or its federal Colleges.
 - e. UoL Halls of Residence or Student Homes member – applicable to students living in University of London halls or Student Homes accommodation
 - f. UoL Club and Gym Member – applicable to any member of a Student Central club and society that uses Energybase for its activities, provided that the member meets the Student or Associate criteria.
 - g. UoL Club Only Member – applicable to any member of a Student Central club and society that uses Energybase for its activities for club training sessions only, provided that the member meets the Student or Associate criteria.
- 5.5 Your membership will continue for as long as you chose to pay the Monthly or Advance Membership Fee. Should you stop paying either of these Fees, your membership will terminate. In these circumstances, any Joining Fee paid will not be refunded.
- 5.6 Fees may be paid month to month, or three (3), six (6), or twelve (12) months in advance, except for Club Only and Club and Gym members who are required to pay in full in advance for the academic year ending 31 August.
- 5.7 Any payments due must be paid before the Services can be used.
- 5.8 Unless any provision of this Agreement states otherwise, Fees paid are not refundable under any circumstances.**
6. Conduct and Use of Facilities
- 6.1 You must wear appropriate training clothing when in Energybase. Street clothing and street footwear are not acceptable. Training shoes must be worn at all times and when participating in studio classes, unless the instructor requests that they be removed.
- 6.2 Upper body garments must be worn at all times.
- 6.3 Members must take care to maintain an appropriate level of physical hygiene.
- 6.4 Energybase staff have the right to refuse entry based on an assessment of your clothing and footwear.
- 6.5 In the interest of health and hygiene, you must shower before entering the pool, and long hair must be tied back or a swimming cap worn.
- 6.6 If you do not arrive at least five minutes before a class or appointment begins, your space may be given to another Member and We have the right to refuse your entry to the class or appointment.
- 6.7 You or anyone else using the facilities must not:
- a. Abuse the facilities or equipment. A charge may be made for repair or replacement of any Energybase property that is deliberately damaged.
 - b. Behave in a disorderly, threatening, violent or rude manner that is likely to cause offense, distress or annoyance to other Members, guests or staff.
 - c. Smoke in any part of Energybase.
 - d. Bring alcoholic or intoxicating liquor, narcotics or other mood altering substances, or food into Energybase.
 - e. Use the Services while under the influence of alcohol, narcotics or other mood altering substances.
- 6.8 We reserve the right to refuse admission, or to require you or your guest to leave Energybase if we have a reason to believe that you, or your guest is in breach of clause 6.7.
- 6.9 Photography is not permitted at Energybase without prior agreement.
- 6.10 All personal items must be stored in lockers provided while using the Services. Loose clothing or bags are not permitted in the gym or exercise classes.
- 6.11 Lockers can only be used whilst you are training in Energybase. For the sake of clarity, no overnight or day storage is allowed in Energybase. Where lockers have been used in breach of this Agreement, there is a fee for retrieval of any items left in the lockers as set out at <https://www.studentcentral.london/energybase/membership/>
- 6.12 There is an additional charge for lost locker keys as set out at

<https://www.studentcentral.london/energybase/membership/>

- 6.13 It is your responsibility to ensure that you know how to use Energybase facilities and operate any equipment safely. If you are in any doubt, you should ask a member of staff.
- 6.14 You warrant that as far as you are aware, you are engaging in exercise which will not have an adverse impact on your health. If you have any known medical condition (whether or not listed on the Energybase Health Waiver form), or if you are pregnant, it is your responsibility to seek medical advice as to which facilities you may safely use.
7. Performance of Our Obligations
 - 7.1 Energybase management may make changes to the terms of this Agreement necessary to comply with applicable safety and other statutory or regulatory requirements with prior notification to you.
 - 7.2 Temporary amendments will be displayed in Energybase reception area.
 - 7.3 You acknowledge that we may need to adjust the availability of certain Services on a temporary basis to carry out cleaning, decorating or refurbishment, essential repairs, maintenance of equipment, or special functions and that this may disrupt our provision of the Services. Where we do so, we will give you as much notice as possible. You agree that any such disruption shall not constitute a material change to this Agreement.
 - 7.4 You acknowledge that Energybase is based in the Student Central building and is subject to closing periods of this building. The closing dates can vary from year to year but will be displayed in advance. Approximate closing periods are as follows but are subject to change: 10-15 days at Christmas, 8 days at Easter and all other public holidays.
 - 7.5 We shall have no liability to you under this Agreement if we are prevented from or delayed in performing our obligations under this Agreement by events beyond our reasonable control.
8. Liability
 - 8.1 We do not accept liability for any loss, theft or damage to any personal property that may occur on Energybase premises.
 - 8.2 Should you fail to follow health and safety notices, the instructions of Energybase staff, cause damage to equipment or breach other provisions of this Agreement, and as a result you incur costs, damages, or expenses payable by Energybase, then you may be held liable for any of these costs, damages or expenses.
9. Termination
 - 9.1 We may terminate your membership without notice if (i) you commit a serious breach (and the breach, if capable of remedy, is not remedied within seven days of receipt of notice from Us requesting that the breach is remedied; (ii) you commit a repeated breach this Agreement; or (iii) you supply Us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership.
 - 9.2 If we terminate your membership under this clause, your Membership Fee will not be refunded.
10. Data Protection
 - 10.1 Energybase is part of the University of London, a registered data controller. We take the privacy of our Members seriously and we process all data in accordance with Data Protection legislation and according to our [Privacy Notice](#), which is available on the internet at <https://www.studentcentral.london/energybase/membership/> or via the Energybase reception.
11. General
 - 11.1 If any of the terms of this Agreement are invalid, unenforceable or illegal the remaining terms can still be enforced.
 - 11.2 A person who is not a party to this Agreement shall not have any rights under or in connection with it under the Contracts (Right of Third Parties) Act 1999.
 - 11.3 This Agreement is governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.

I have read and understood the terms and conditions as set out in this Agreement and agree to abide by them.

Signature _____

Date _____