

Northampton High School Sports Centre Membership

Terms & Conditions

Definitions

1. 'You'; 'Your' – the person applying for membership
2. 'We'; 'Our'; 'Us'; 'the Club' – Northampton High School Sports Centre.

Membership

1. Fees

1. The Joining fee/Activation fee/Initial payment is due from you to us, and is not refundable in any circumstances. Your Joining fee/Activation fee/Initial payment covers all joining costs and your first session induction, if required.
The online software fee is a compulsory payment for all online member registrations and consists of the following elements:
Bank validation (validity and cross reference check on the person and banking information)
Address lookup (validation of the correct address, person and bank details)
Card payment charge
Account set-up (includes all administration and confirmation notice of direct debit set-up)
2. Membership will be charged at a monthly rate payable at the start of the period of membership.
3. We may from time to time review and revise the amount and structure of membership fees and we will give you one months notice of any change.
4. All fees paid are non-refundable except in accordance with Clauses 3.1-3.3 below (Cancellation).
5. If you cancel your membership and wish to rejoin, a new activation fee will be payable.

2. Members

1. You must be over the age of 16 to be a member of Northampton High School Sports Centre. By completing the application you are confirming that you are over the age of 16.
2. Membership is conditional on the satisfactory completion of a Health Questionnaire.
3. We may refuse membership at our absolute discretion.

3. Cancellation and Termination

1. You have the right to cancel your membership without notice within 14 working days of joining, from and including the day after the payment is made. If you choose to cancel your membership within this period, any fees, other than the Activation Fee, paid will be refunded to you in full UNLESS you have used the Club facilities, in which case no refund will be made.
2. To cancel your membership in this period you must email and your refund will be made by the same method you initially paid by. Where this is not possible, we will use another reasonable method at our discretion.
3. You may cancel your membership at any other time by cancelling your Direct Debit with your Bank.
4. We will terminate your membership if
 1. Your membership pass is used by another person to gain access to the Club;
 2. You commit any illegal act while on Club premises.
5. We may at our absolute discretion terminate your membership if –
 1. You break any of the Membership Rules
 2. You behave in a violent or threatening manner towards another Club member or an employee of the Club whether or not on the Club premises;
 3. You cause any damage to the Club premises or equipment other than as a result of a failure of that equipment during its intended use.
6. If we exercise our right to terminate your membership, we may do so with immediate effect and we will not accept any future membership application from you.

Entry to Northampton High School Sports Centre

1. Membership pass's remain at all time the property of the Club and must be returned upon cancellation of your membership by you or us.
2. Access to the Club will only be allowed upon production of your membership pass.
3. If you lose or damage your membership pass, you must purchase a new one for £10 via our website or in our club.
4. You must notify us immediately if your pass is lost, missing or out of your possession.
5. We may in our absolute discretion refuse entry to the Club if, in our opinion:
 1. You appear to be intoxicated or under the influence of drugs
 2. The membership pass presented is not your pass;
 3. There is any other good reason to refuse entry.
6. We may at our discretion amend the opening hours of the Club. Where it is reasonable to do so we will endeavour to give you 1 week's notice of such a change, unless the change is temporary.

Liabilities and Responsibilities

1. Property

1. While we will provide Lockers at our Club, we do not guarantee the availability of a Locker to you at the time of your visit.
2. For security reasons and the benefit of other members all lockers must be vacated by the end of each visit. All lockers will be checked and emptied at the end of every day and any contents will be disposed of for security reasons. We reserve the right to charge a small fee to you in the event of this happening
3. We accept no responsibility for any damage to or loss of property except to the extent caused by any negligence on our part.
4. We assume no responsibility for the personal belongings of members or visitors.

2. General

1. A member or visitor engaging in the Club's activities or making use of its facilities is responsible for ensuring that he or she is properly equipped and that he or she is in sufficiently good health such as to avoid any undue risk to himself or herself or others visiting the Club.
2. We accept no responsibility for accident, injury, illness or misadventure caused to or suffered by members on the Club premises howsoever caused, save as may be caused by the wilful default or negligence of the Club, its servants or agents.
3. We will use our reasonable efforts to ensure that the equipment in our Clubs is maintained in good working order. It is not guaranteed that:
 1. All equipment in the Club will be in working order at all times;
 2. Any particular equipment will be available for your use.
4. We may carry out repairs, maintenance or alternations without prior notice.
5. If your physical condition changes such that you would, if presented with the Health Questionnaire, give different answers to those you gave on joining, you must obtain medical advice to confirm that you are cleared to continue exercising.

This Agreement

1. We may alter these Terms and Conditions and the Membership Rules. If we do so, we will give you one week's notice.
2. If any part of this agreement is deemed unenforceable by a Court, the remainder of the agreement will continue to stand.

Governing Law

This Membership Agreement is governed by the laws of England and Wales

Direct Debit Mandate Guarantee

This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society. If the amounts to be paid or payment dates change Fithub.co.uk will notify you 10 working days in advance of your account being debited or as otherwise agreed. If an error is made by Fithub.co.uk or your Bank or Building Society you are guaranteed a full and immediate refund from your branch of the amount paid. You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

Third Party Trainers and Class Instructors

Third Party Trainers and Class Instructors are engaged by the Club under contracts for service and are not our employees and/or agents. The Club accept no responsibility for any injury or damage caused to you or your belongings whilst using their services. Fithub.co.uk hold no responsibility for any cancellation or lack of service provided for reasons beyond our control.

PLEASE NOTE THAT NORTHAMPTON HIGH SCHOOL SPORTS CENTRE WILL TREAT ALL INFORMATION PROVIDED BY YOU AS CONFIDENTIAL AND YOUR DETAILS WILL NOT BE PROVIDED TO THIRD PARTIES.

Privacy Policy

1. Introduction.

Northampton High School Sports Centre publishes its information services in print and various electronic media, including web-based formats. We are continually adapting to changes in technology to bring you the information you rely on faster and more efficiently than ever before.

Northampton High School sports Centre publishes this Privacy Policy to reaffirm our commitment to maintaining the privacy of our customers in the electronic environment and inform you of our practices concerning the collection and use of information you provide us.

In this Privacy Policy you will find a description of the policies and procedures that make this Privacy Policy work for them. We have included in this Privacy Policy an explanation of our information practices, such as:

- What information we collect
- How we collect the information

- How we use the information
- How we provide choice to Users about how we use the information we collect
- Whether we disclose the information we collect to third parties
- Whether third parties collect information through our Products

Northampton High School Sports Centre reserves the right to make changes to any part of this Privacy Policy in its sole discretion, at any time and without prior notice. Continued use of any Product following any such change will constitute acceptance of those changes. If we decide to revise this Privacy Policy, we will post changes in the Products so Users are aware of our information practices. To continue to stay informed about this important issue, please check this Privacy Policy frequently.

This Privacy Policy applies to all Members and Users (collectively referred to as “Users”). In addition, this Privacy Policy applies to all Products.

To make this Privacy Policy as easy to read as possible, Northampton High School Sports Centre has simplified certain sentences by substituting defined terms for certain concepts. Accordingly, the capitalized terms used throughout this Privacy Policy shall have the meanings assigned to such terms in Section 9 (“Definitions”) of this Privacy Policy.

2. Northampton High School Sports Centre Privacy Pledge.

Northampton High School Sports Centre makes the following pledge to you:

- Northampton High School Sports Centre is committed to protecting the privacy of Users at all times.
- Northampton High School Sports Centre only shares Customer Information and other Personally Identifiable Information with third parties as described in Sections 5 and 7 in this Privacy Policy.
- Northampton High School Sports Centre maintains security standards and procedures designed to protect Customer Information and other Personally Identifiable Information. We will continue to test and update our technology to improve our ability to protect Customer Information and other Personally Identifiable Information.

3. Consent To Use Information.

By using any Product and/or by affirmatively accepting the License Agreement or this Privacy Policy, each User consents to the collection and use of all information that the User provides to Northampton High School Sports Centre, all information that is provided to Northampton High

School Sports Centre on behalf of that User, and all information that Northampton High School Sports Centre collects based on that User's use of the Products, including, without limitation, all Customer Information and other Personally Identifiable Information.

4. Our Policies Regarding the Collection of Information.

At Northampton High School Sports Centre, our goal is to provide Users with quality information, products, and services. We are also committed to providing Users with responsive, personalised service, and keeping Users informed about new information, products, and services that may be of immediate interest to Users or that can help Users derive the greatest value from the Products.

Customer Information is at the heart of our ability to provide superior service to Users. We describe in this Privacy Policy the types of Customer Information and other Personally Identifiable Information that we collect, and how and why we may share that Customer Information and other Personally Identifiable Information with others.

A visitor who browses the Northampton High School Sports Centre website is not required to reveal any Personally Identifiable Information, such as name, address, or telephone number, unless subscribing to a product. Nor is such information collected passively by electronic means. Northampton High School Sports Centre web servers collect other information such as the make of a visitor's browser software and the Internet domain name of the location from which the visitor enters. This information helps us diagnose technical problems and manage our sites by tracking user interests.

The primary reason that we collect and maintain Customer Information and other Personally Identifiable Information is to serve Users and administer our customer relationships.

Northampton High School Sports Centre may collect Customer Information and other Personally Identifiable Information from a variety of sources, such as the following:

- Information Users provide to us, such as in the registration process.
- Information we receive from a Customer that purchases Subscriptions for Users, such as registration information.
- Information about transactions by Users as part of the Products or other User experiences with Northampton High School Sports Centre, such as the information we receive when a User submits a question through a search box in a Product. We collect Customer Information and other Personally Identifiable Information in a number of ways, such as the following:
 - Registration Process:

- In order to use our Products, each User may be asked to complete a registration process, which requires providing certain registration information to Northampton High School Sports Centre.
- Credit Cards:
 - We collect credit card information for billing purposes. For convenience of our customers, we do not store, use, or share credit card information for any other purpose
- Log Files:
 - We track information about each User's usage of the Products in log files. We use this information as follows:
 - To analyse trends
 - To administer the Products
 - To track statistical information about how Users use the Products
 - To gather broad demographic information for aggregate use
 - Northampton High School Sports Centre does link information regarding a User's usage of the Products to the User's Personally Identifiable Information
- Cookies:
 - Use of Cookies Generally:
 - A cookie is a piece of data stored by each User's browser that contains information about the user of a computer. Cookies help Web sites recognize return visitors. When you return to a Web site you have visited before and that Web site uses cookies, your browser gives this data back to the Web site's server.
 - Contrary to reports about cookies and online privacy, cookies do not contain viruses and most cannot reveal any Personally Identifiable Information about you unless you willingly provide it as a user on a Web site.
 - You will find that cookies are an industry standard and are used at most major Web sites in much the same way we use them here at Northampton High School Sports Centre. You can learn almost everything there is to know about cookies at www.cookiecentral.com. We also encourage you to read the privacy policies of all Web sites you visit before you accept cookies from these Web sites.

- You can set your browser to reject or to accept cookies. You have the option to reject cookies when you are just browsing the Web and accept cookies when you want to use the Products.
- Northampton High School Sports Centre Use of Cookies:
 - Each Product places a cookie on the hard drive of each User's computer. If a User rejects any cookie offered by a Product, that User may not use the features of the Product.
 - Northampton High School Sports Centre stores your User ID in your cookie.
 - Northampton High School Sports Centre uses your cookie to make your experience with the Products more efficient and effective. For instance, by setting a cookie for a Product on a User's hard drive, the User does not have to log in to the Product more than once, which saves time.
 - Setting cookies also enables Northampton High School Sports Centre to track and target the interests of Users.
- Surveys and Promotional Activities:
 - From time to time Northampton High School Sports Centre may request information from Users via voluntary participation in promotional or market research activities.
 - The information that we request may include contact information (such as name and business address), and demographic information (such as post code and age level).

5. Our Policies Regarding the Use and Disclosure of Information.

a) **Information Use and Sharing.** We may use and share the Customer Information and other Personally Identifiable Information that we collect among various departments within Northampton High School Sports Centre and its subsidiaries that perform functions such as servicing User accounts, preparing reports regarding Product use, market research, and promotional activities. The reasons that we share this Customer Information and other Personally Identifiable Information include the following:

- To protect Users.
 - We use the Customer Information and other Personally Identifiable Information we maintain about Users and their use of the Products, including registration information, as follows:
 - To help us identify Users.

- To help us prevent unauthorised persons from accessing Customer Information and other Personally Identifiable Information and the Product features that we make available to specific Users for their use.
- To provide superior service.
 - We use Customer Information and other Personally Identifiable Information to respond quickly and efficiently to User needs.
- To tell you about new or enhanced services and/or products.
- By understanding more about Users and their use of the Products, we can better meet User needs and determine how other Product features could be of value to Users.
- E-mail Updates:
 - Once a User completes the registration process, Northampton High School Sports Centre may keep the User updated by e-mail on important news and events concerning Northampton High School Sports Centre, Product features, and other information that Northampton High School Sports Centre deems relevant.
 - By accepting the License Agreement and this Privacy Policy and by using any Product, each User agrees that Northampton High School Sports Centre may contact the User by e-mail with respect to Northampton High School Sports Centre and any aspect of the Products whatsoever.
- To improve and develop our information, products and services.
- Every Product feature that we offer is designed to reflect the ways Users actually use the Products.
 - We collect and analyse information about Product use so that we can tailor new types of information, products and services to meet User needs.
 - When it comes to sharing Customer Information and other Personally Identifiable Information outside Northampton High School Sports Centre, we do so only for specific purposes. We share Customer Information and other Personally Identifiable Information with third parties as follows:
- General
 - We reserve the right to share with Northampton High School Sports Centre subsidiaries and/or other reputable organisations the following information, for purposes of permitting those organisations to sell their products and services to our Customers:
 - With respect to each Customer, the following current information: company name, industry, business mailing address, and primary contact

information (name, e-mail address, street address, mailing address, and telephone number).

- With respect to each User, the following current information: name, industry, job title, business e-mail address, office name (branch and main office), and mailing address.
- We reserve the right to share Customer Information and other Personally Identifiable Information with third parties that provide hot links to the Northampton High School Sports Centre web page at <http://www.northamptonhigh.gdst.net> to promote the Products, such as web portals, or otherwise sell Subscriptions on our behalf through their own marketing channels. In certain instances, these parties will co-own certain Customer Information and other Personally Identifiable Information about Product revenue generating activity that originates from that third party. Such Customer Information and other Personally Identifiable Information may include, without limitation, the following information: company name, street address, e-mail address, contact name, lead date, first sale date, and services accessed.
- We reserve the right to share Customer Information and other Personally Identifiable Information with other third parties that perform services on our behalf, such as companies that help us market Products, renew subscriptions, or assist new customers.
- We reserve the right to share all Customer Information and Personally Identifiable Information with third parties who act as independent contractors to help us administer the Products, such as data centers that host our servers and technical system consultants who program our hardware and Software.
- We reserve the right to share Customer Information and Non-Identifying Information in the form of aggregated demographic information that is not linked to Personally Identifiable Information with our subsidiaries, advertisers, and other third parties.
- We reserve the right to disclose certain Customer Information and Personally Identifiable Information to government agencies and consumer reporting agencies as permitted or required by applicable law. Fithub Limited may make these disclosures for specific, limited purposes, such as verifying individuals' identities (reducing fraud and identity theft).
- Northampton High School Sports Centre will also disclose a User's Customer Information and Personally Identifiable Information when and to the extent we believe, in good faith, that we are legally compelled to do so

pursuant to an order of a court of competent jurisdiction or other governmental body (including, without limitation, such disclosures required by applicable securities laws as are necessary to comply therewith or with the rules and regulations of any applicable stock exchange). In such an event, Northampton High School Sports Centre will use reasonable efforts to do the following:

- Give the User reasonably prompt written notice of such requirement so that the User has an opportunity to comment thereon or object thereto and to preserve the confidential nature of the Customer Information and Personally Identifiable Information that Northampton High School Sports Centre is required to disclose.
 - At the User's expense, use commercially reasonable efforts to cooperate with any of the User's efforts to preserve the confidential nature of the Customer Information and Personally Identifiable Information that Northampton High School Sports Centre is required to disclose.
- User Information
 - We reserve the right to share a User's Customer Information and Personally Identifiable Information with the Customer who purchased the User's Subscription.
 - We also reserve the right to share a User's Customer Information and other Personally Identifiable Information in the manner described in Section 6 of this Privacy Policy.
 - Customer Information
 - We also reserve the right to share the aggregate Customer Information and other Personally Identifiable Information for any Customer with respect to all Users for which that Customer purchased a Subscription in the manner described in Section 6 of this Privacy Policy.
 - b) **Our Policies Regarding the Use and Disclosure of Information About Former Customers.** For a period of time after a Customer relationship ends, our policies and practices regarding the use and disclosure of Customer Information about former Customers are the same as those regarding the collection and disclosure of Customer Information and other Personally Identifiable Information about existing Customers. See the information under the heading in Section 6 of this Privacy Policy. However, after the relationship ends, we may use such Customer Information and other Personally Identifiable Information about former Customers less and less over time. We reserve the right to eventually remove such Customer Information and other Personally Identifiable Information about former Customers from our records.

- c) **Links to Third Party Web Sites.** The Northampton High School Sports Centre Privacy Policy applies solely to the Products. The Products may contain links to websites owned and operated by third parties. Any User's use of third party websites is at their own risk and subject to any terms and conditions of use, policies regarding the collection of information, privacy policies, and other practices and procedures for such Web sites. Northampton High School Sports Centre is not responsible for any such terms and conditions of use, policies regarding the collection of information, privacy policies, or other practices and procedures of the third party Web sites that a User may access through hot links in the Products. We cannot guarantee how these third parties use cookies or whether they place cookies on your computer that may include Customer Information and other Personally Identifiable Information. We encourage Users to be aware when they leave the Products and to read any terms and conditions of use, policies regarding the collection of information, privacy policies, and other practices and procedures of each Third Party website before Users provide them with any Customer Information and other Personally Identifiable Information

6. Information Confidentiality and Security .

Northampton High School Sports Centre is committed to prevent any unauthorised access to each User's Customer Information and other Personally Identifiable Information. We maintain procedures and technology designed to prevent such unauthorised access.

- a) **Security Programs.** No one can guarantee that data transmission over the Internet will be 100% secure. Nevertheless, Northampton High School Sports Centre has taken technical, administrative, and physical steps to protect against unauthorised access to Customer Information and other Personally Identifiable Information used to administer its customer accounts. All such information is handled securely within Northampton High School Sports Centre and is not disclosed to unauthorised third parties.
- b) **User IDs and Passwords.** Each User is responsible for maintaining the confidentiality of his or her User ID and password, and are responsible for all Product activities that occur under his or her User ID and password, including, without limitation, all related Customer Information and other Personally Identifiable Information. Each User agrees to immediately notify Northampton High School Sports Centre of any unauthorised use of his or her User ID or password or of his or her Customer Information and other Personally Identifiable Information or any other breach of security regarding the Products or his or her Customer Information and other Personally Identifiable Information. Northampton

High School Sports Centre will not be liable for any Loss whatsoever arising from a User's failure to comply with these security requirements and each User agrees to hold Northampton High School Sports Centre harmless from any and all Losses that arise from that failure to so comply.

7. Tips To Help You Protect Customer Information .

If any User suspects that someone has had unauthorised access to his or her Northampton High School Sports Centre account, or access to his or her Customer Information and other Personally Identifiable Information, such as his or her User ID or password, the User should contact us immediately so we can take appropriate action to protect the User and his or her Customer Information and other Personally Identifiable Information.

If you have any questions or concerns regarding Northampton High School Sports Centre data protection practices, please contact us.