



## TERMS & CONDITIONS

### 1. **OBJECTS**

The object of the South Kensington Club (the “**Club**”) is to provide social and recreational facilities to its Members and their guests and offer other services and access privileges to reciprocal clubs as may be associated with the Membership from time to time.

### 2. **PREMISES**

The Club premises shall be located at 38-42 Harrington Road, SW7 3ND London, UK and 17 Queensberry Mews, SW7 2DY London, UK, or such other location as may be designated by the Board of Directors of the Club from time to time.

### 3. **OPENING HOURS**

Subject to applicable laws and regulations, the normal opening hours of the Club shall be as follows:

*Monday – Friday:*

6:45 AM – Midnight (Clubhouse)

8 AM – 10 PM (Bathhouse)

*Saturday:*

8 AM – Midnight (Clubhouse)

8 AM – 10 PM (Bathhouse)

*Sunday:*

11 AM – 11 PM (Clubhouse)

11 AM – 10 PM (Bathhouse)

The Terrace will remain open until 8pm, weather permitting.

All Members and their guests leaving the Club premises after 10pm must use the 38-42 Harrington Road entrance.

The Club’s Opening Hours are subject to change for bank holidays and special events.

#### 4. **MEMBERSHIP**

##### 4.1. *Membership Types*

The Club offers the following types of membership to men and women over 18 years old on a non-discriminatory basis: (1) full, (2) partner, (3) under 30s, (4) overseas and (5) lifetime.

Members who register for an under 30s membership before turning 30 can enjoy the under 30s rate until their 33<sup>rd</sup> birthday.

##### 4.2. *Membership Application*

The Membership Committee shall be appointed by the Board of Directors of the Club to promote the interests of the Club and shall have authority over all matters relating to membership.

The Membership Committee shall review all new membership applications from time to time and shall have full discretion in approving or refusing such applications. The Membership Committee may introduce additional membership types or amend the conditions attached to each category of membership from time to time at its sole discretion.

##### 4.3. *Membership Cards*

Once the membership application has been approved and the Club has received both the applicable joining and membership fees, the Club shall provide a unique membership card to a new Member.

Membership cards remain the property of the Club and must not be shared with other persons. The Club reserves the right to charge for a replacement card.

##### 4.4. *Termination*

Subject to these terms and conditions, a Member who pays on a monthly basis may terminate his or her membership, except during the first year of membership, upon giving a 30-day written notice to the Membership Committee. Annual memberships may not be cancelled before the end of the relevant annual period. Refunds are not available in the event of termination. Memberships cannot be cancelled if there is an outstanding balance on the Member's accounts for unpaid membership fees, wellness services, food and beverage sales, or any other product or service provided by the Club to the Member and/or their guests. Once the outstanding balance is settled, the membership can be cancelled in the usual way subject to the other provisions of this section.

The Membership Committee reserves the right, in its absolute discretion, to terminate the membership of any Member for any breach of these Terms and Conditions or the Club Rules, as in effect from time to time. A Member whose membership has been terminated in this manner forfeits all the privileges of membership without claim for any refund of any joining or membership fees, including annual membership fees, and must return their membership card to the Club immediately.

#### 4.5. *Suspension*

Suspension of memberships is permitted once per calendar year for up to two months. There is no charge for the first month. A £50 charge will apply for the second month. The membership will automatically restart after the suspension period ends.

A Member may not use the Club whilst their membership is suspended. Periods for which a membership is suspended do not count towards the initial membership duration of one year.

#### 4.6. *Renewal*

Memberships will be renewed only at the discretion of the Membership Committee. The Club will contact a Member whose renewal requires further administration. If a renewal does not require further administration and if the Member does not contact the Club prior to the expiration of the first year of their membership, the membership will continue until the next renewal or until further notice from the Member.

#### 4.7. *Transfer of Membership*

Memberships may be transferred to another person at the absolute discretion of the Membership Committee and by payment of the applicable fee, as determined by the Membership Committee from time to time.

#### 4.8. *Membership Fees*

The joining fee payable by a Member shall be in such amount as determined by the Membership Committee from time to time and payable upfront. The membership fee shall be in such amount as determined by the Membership Committee from time to time and payable either upfront or in instalments. All fees are non-refundable and non-transferable. The Membership Committee reserves the right to increase membership fees at any time. The Club may charge an additional administration fee for collection of joining, annual or other fees other than by Direct Debit.

### 5. **PAYMENT**

A Member who pays for membership by Direct Debit shall set up and shall not cancel a valid Direct Debit Mandate for the duration of their membership. If a Member wishes to change the bank account of the Direct Debit Mandate, they should first contact the Membership department.

All bills incurred at the Club must be settled on the same day. Members are required to provide their credit card details so that charges incurred at the Club can be settled in a timely fashion.

The Club reserves the right to charge an administration fee for any payments taken other than by Direct Debit.

**6. TERMS & CONDITIONS AND CLUB RULES**

All Members and their guests are required to adhere to these Terms and Conditions and the Club Rules, which the Board of Directors of the Club may amend from time to time. Members are deemed to have accepted these Terms and Conditions and the accompanying Club Rules by their continued use of the Club.

Any future changes to these Terms and Conditions and Club Rules will take effect once they have been communicated to Members by email or posted on the Club's website. Members shall be deemed to have accepted any such changes by their continued use of the Club.

**7. PERSONAL INFORMATION**

Every Member must ensure that the Club has his or her current contact details, including postal address, mobile number and e-mail address, as well as emergency contact details. Personal data is processed in accordance with our Privacy Policy, which can be found on our website or requested at Reception.

The Club aims to keep all its Members informed of events, offers, and developments at the Club so that they may fully enjoy the benefits of their memberships and may send out marketing emails to this end. Members who do not wish to receive such correspondence may opt-out by emailing [data.protection@southkensingtonclub.com](mailto:data.protection@southkensingtonclub.com)

**8. PHYSICAL AND MENTAL FITNESS**

Members shall use the Club facilities, including the Club fitness and wellness facilities, at their own risk. By using the Club facilities, each Member and guest warrants that he or she: (a) understands the risks associated with using the Club facilities, (b) understands the instructions for using the equipment located at the Club, (c) is healthy, physically and mentally fit to use the Club facilities at his or her own risk and (d) has obtained prior medical authorisation to do so or confirms that he or she is not in need of such medical advice.

**9. EVENTS AND EXPEDITIONS**

The Club aims to provide Members with exceptional events, travel and expedition opportunities. Individual terms and conditions will be communicated to the Members in relation to each such event, travel and expedition opportunity. Members embarking on any travel or expedition suggested or promoted by the Club do so at their own risk.

**10. DISCLAIMER OF LIABILITY**

To the maximum extent possible in law, the Club, its employees, agents and representatives shall not be liable for any injury, physical or mental, sustained by any Member or guest. Members hereby release the Club, its employees, agents and representatives from any liability or responsibility for any losses, damages, whether direct, indirect, special or consequential, which arise out of the use of the Club facilities or any event promoted by the Club, howsoever caused, whether such damages arise in contract, tort, negligence, equity statute or by way of any other legal theory regardless of whether such damages could have been foreseen.

**11. LOST OR STOLEN PROPERTY**

Any lost property misplaced or left behind at the Club will be stored for one month only. The Club shall, under no circumstances, be responsible for the loss or damage to property of any kind, for reasons of any kind, at Club, terrace or access routes; or at any Club event or on any Club travel or expeditions. This includes theft, unintentional or intentional damage, fire and flood or terrorist activity.

**12. GENERAL**

The applicable law for all memberships is the law of England and Wales and the courts of England and Wales shall decide any related disputes. If a term or condition is deemed invalid or unenforceable by a court of law, the remainder of the Terms and Conditions and Club Rules shall continue to apply. Any failure by the Club to exercise any right contained in these Terms and Conditions shall not extinguish or diminish that right. Any breach of these Terms and Conditions or the Club Rules will not be deemed accepted by virtue of a failure by the Club to punish such breach.