

TERMS AND CONDITIONS

Welcome to LDN Sports Club!

In these terms, we also refer to LDN Sports Club as “**LDN Sports Club**”, “**our**”, “**we**”, or “**us**”. And you are you!

LDN Sports Club is operated as a sole proprietorship under the ownership of George Pollitt.

These terms and conditions (**Terms**) apply:

- when you use this website, being www.ldnsportsclub.co.uk any other websites we operate with the same domain name and a different extension (**Website**); and
- when you purchase any session (**Ticket**) for a sports session or event provided by us (each an **Event**), and your attendance at such Event (together, the **Services**).

We have also used a few other capitalised words and phrases as shorthand to refer to recurring concepts. Each of these are defined in bold and in brackets after the concepts are first mentioned.

By using the Website, purchasing a Ticket, using a free trial or accepting the Services, you agree to be bound by these Terms, which forms a binding contractual agreement between you and us.

We may change these Terms at any time by updating the Terms and Conditions page on our Website, and your ordering of the Services following such an update will represent an agreement by you to be bound by the Terms as amended.

1 PURCHASING A TICKET

- (a) By purchasing a Ticket to an Event or participating via a free trial you warrant that:
 - (i) you are at least 18 years of age.
 - (ii) you have the legal capacity and are of sufficient age to enter into a binding contract with us; and
 - (iii) you are authorised to use the debit or credit card you provide with your order (**Order**).
- (b) Submitting an Order constitutes your intention and offer to enter these Terms where we will provide you with the Services, in exchange for your payment of the total amount listed upon checkout or otherwise communicated to you.
- (c) These Terms are not agreed between you and us until we have approved your payment. We reserve the right to accept or reject your Order for any reason. All Tickets are subject to availability.

2 EVENTS

2.1 ATTENDEE CONDITIONS

- (a) You may be denied entry into the Event, or removed from the Event if you fail to follow these Terms or where we have reasonable grounds to do so including (without limitation) where we believe that you have engaged in any illegal or disruptive activities, you are intoxicated, under the influence of illicit substances, represent a security risk, or have acted in a manner which affects the enjoyment of the other participants at the Event. If you are removed or denied entry from the Event you will not be entitled to any refund.
- (b) You acknowledge at all times you are solely responsible and liable for your own behaviour and wellbeing.
- (c) All unauthorised photography and/or recording or transmitting of audio or visual matter that is used for commercial purposes is expressly prohibited at the Event. For the avoidance of doubt, you may take general photos or videos for non-commercial purposes for sharing on social media platforms such as Facebook, X or Instagram. These digital images must be of a general nature, depicting the Event. If any participant requests that you do not photograph or record them, you must comply with such a request.

- (d) The Ticket is also subject to any additional terms and conditions of the owner or licensor of the Venue. Admission to the Event is subject to any of the Venue conditions. You agree to comply with all reasonable instructions issued by us or by the owner or licensor of the Venue.
- (e) You must not wear or carry any expensive jewellery items or accessories for the Event. We shall not assume any liability whatsoever in the event of loss, theft or destruction of property at the Venue and the Events and you fully disclaim all liabilities against LDN Sports Club in this regard.

2.2 SECRET CLUB EVENTS

- (a) LDN Sport Club may host special events from time to time for its users and participants under which you will be able to book adhoc sports sessions online (**Secret Sports Club**).
- (b) By signing up to the Secret Sports Club, you agree and acknowledge that:
 - (i) You are aware that the Sports Activity in the Secret Sports Club will not be disclosed up until the date and time of the Event;
 - (ii) you will not hold LDN Sports Club liable if a Sport Activity does not meet your preferences;
 - (iii) you will not be entitled to a refund or credits if the Sport Activity does not meet your preferences.

3 GENERAL OBLIGATIONS

3.1 INSTRUCTIONS AND SAFETY

You warrant that you will:

- (a) undertake an instructional consultation with us prior to engaging in the Sports Activities;
- (b) will not wear any jewellery and you will remove any piercings;
- (c) comply with any safety guidelines, instructions and/or rules that our Personnel provide to you;
- (d) stop participating in any Sports Activities, and alert us or our Personnel, if you have any concerns about your health or safety or if you start feeling dizzy, unwell or feel any unusual pain during the Sports Activities; and
- (e) be responsible for your own safety

3.2 HEALTH AND STATE OF THE PARTICIPANT

You warrant that you:

- (a) are not pregnant or do not have any injuries, physical restrictions, disabilities or predispositions to sickness or injury which might have the effect of making it more likely that you will be involved in an accident or injury while participating in the Sports Activities (**Condition**);
- (b) will notify us or our Personnel immediately if you develop a Condition;
- (c) are aware and agree that if you have a Condition, we might refuse you participation in some and/or all Sports Activities;
- (d) are aware that the Sports Activities, even when no accident occurs, may involve risk to health;
- (e) will not participate in the Sports Activities under the influence of drugs, alcohol or illicit substances;
- (f) will not participate in the Sports Activities, if ill, injured or feeling unwell; and
- (g) will warm-up prior to participating in the Sports Activities.

3.3 USE OF THE PREMISES

You must:

- (a) cover any surfaces at the Venue, including all equipment and exercise mats, with a clean towel during use and wipe down each piece of equipment after use;
- (b) not use abusive, offensive or threatening language or behaviour while at the Venue;
- (c) at all times wear clean clothing appropriate to the Sports Activities you are undertaking and/or as instructed by us from time to time (jeans, work clothes, boots, or clothing with offensive or inappropriate images are not permitted);
- (d) not participate shirtless, unless expressly permitted by our Personnel;
- (e) not enter the Venue under the influence of drugs or alcohol;
- (f) not smoke, consume alcohol, drugs, foods, and/or chew gum at the Venue; and
- (g) not use the equipment and/or facilities without seeking instructions from our Personnel if you are not familiar with the equipment and/or facilities.

3.4 POSSESSIONS

- (a) You are responsible for your possessions while at the Venue. We will not be liable if any of your possessions are lost and/or stolen at the Venue.
- (b) Where you use storage facilities at the Venue, we will not be liable if your possessions are lost and/or stolen. You use such storage facilities at your own risk.

3.5 CARPARK

You understand and warrant that you use any carpark facilities unsupervised and at your own risk. LDN Sports Club will not be liable for any loss or damage suffered by you in connection with your use of the carpark.

3.6 FREE TRIALS

LDN Sports Club may, at their complete discretion, give free trials to individuals. Only one (1) free trial is available across all sports. You cannot use a free trial for multiple sports. LDN Sports Club may not offer free trials for specific sporting sessions.

4 CANCELLATIONS

4.1 CANCELLATION BY YOU

- (a) We do not offer refunds for change-of-mind cancellations.
- (b) Non-attendance of any Event or part of an Event by you for any reason does not provide the right to refund or for you to reschedule your Ticket to a later Event.
- (c) To the maximum extent permitted under the applicable UK consumer laws, any Fees paid or due in accordance with these Terms are non-refundable as a result of cancellation by you. This includes cancellation by you for reasons beyond your control.
- (d) We reserve the right to issue a refund or apply credits to your account at our discretion, based on individual circumstances.

4.2 CANCELLATION BY US

- (a) Other than in circumstances where we cancel under clause 13, if your Ticket or an Event is cancelled:
 - (i) we will not be in breach of these Terms by virtue of the cancellation; and
 - (ii) we will notify you and offer you an exchange for an alternative Event or credit (if we consider this possible). We reserve the right to issue a refund at our discretion, based on individual circumstances.

- (b) In the event of breach of these Terms by you including without limitation any misconduct, assault, theft, nuisance or other criminal act or tort by you or any person on whose behalf you are acting, LDN Sports Club will terminate this agreement with immediate effect and any Fees paid by you shall be non-refundable.

5 PAYMENT

- (a) Payments for Tickets (**Fees**) will be processed by a third party payment provider. You must pay the Fees in the amounts, and on or before the due dates, set out at the time of placing an Order through our Website.
- (b) The processing of payments by the Payment Provider will be, in addition to these Terms, subject to the terms, conditions, and privacy policies of the Payment Provider. We are not liable for the security, performance, or any issues arising from the payment process managed by the Payment Provider. We reserve the right to correct, or to instruct the Payment Provider to correct, any errors or mistakes in collecting your payment.
- (c) You agree and acknowledge that you are responsible for ensuring the details on the Ticket are correct and we will not be responsible for any incorrect or incomplete information you provide to us in an Order and you agree to indemnify us for any loss or damage incurred as a result of providing such information.

6 INTELLECTUAL PROPERTY

You acknowledge and agree that:

- (a) LDN Sports Club owns all rights, title and interest in and to all material associated with an Event (including any material developed during the course of providing you with the Services and the Intellectual Property contained therein), such as the content of presentations (**Materials**); and
- (b) you will not copy, reproduce, alter, modify, create derivative works, make available online or electronically transmit, publish, adapt, distribute, transmit, broadcast, display, sell, license, or otherwise exploit the Materials except with our prior written permission or the relevant third party authorised to grant such permission and when doing so you must adequately acknowledge us or the relevant third party.

For the purposes of this clause 6, “**Intellectual Property**” means all intellectual property rights, including without limitation inventions, patents, copyright, trademarks, know-how, processes, concepts, and any application or right to apply for registration of any of the these rights throughout the world whether registered or unregistered and whether developed before or after the date of these Terms.

7 RISKS AND DISCLAIMERS

- (a) You acknowledge and agree that your use of the Services (including your participation and attendance at an Event) is at your own risk. We provide the Services and each Event on an “as-is” basis and whilst every effort is made to ensure the information provided through the Services is accurate, we make no representations and give no warranties about the currency, suitability, reliability, availability, timeliness and/or accuracy of anything contained in the Services and each Event for any purpose.
- (b) Participating in the Sports Activities involves the potential for injury and you agree and acknowledge that you will be participating in the Sports Activities at your own risk with knowledge of the dangers involved, including but not limited to, physical injury, muscle and ligament strains, illness, bruising, falls, injury through equipment failure, injury through impact during participation in sports sessions and death.
- (c) You agree and acknowledge that the Events held by us may expose you to risks, including accidents, injury, illness or even death. You assume all risk of injuries associated with participation in the Sports Activities, including but not limited to, falls, contact with other participants, equipment failure, impact injuries, physical risks inherent in playing sports, the

effects of the weather, including high heat and/or humidity and the loss of your personal property and exclude LDN Sports Club from any liability arising out of any of the above risks.

- (d) You acknowledge that while LDN Sports Club uses its best endeavours to ensure that the Venue and any facilities and/or equipment are free of faults and safety issues, there may be instances of equipment failure, and/or equipment and other objects may be left in incorrect positions by other participants. You agree that LDN Sports Club will not be liable for any loss or damage arising out of such circumstances unless there is reckless disregard or gross negligence on our behalf.
- (e) You will bear all risk of loss or destruction of, or damage to, any equipment and/or other property and/or people arising out of or contributed to by your participation in the Sports Activities.
- (f) To the maximum extent permitted by law, the Services and each Event are provided without any warranties, representations, or conditions of any kind, whether express, implied or statutory. You acknowledge and agree that:
 - (i) we are not responsible for any information provided through the Services and each Event;
 - (ii) you are solely responsible for following or not following, or undertaking research of, or making an assessment of any information given through the Services and each Event;
 - (iii) you are solely responsible for your behaviour and wellbeing at the Services and each Event; and
 - (iv) the Sporting Activities are for recreational and leisure purposes only and we do not guarantee any specific health or wellness results or benefits.
 - (v) First aid equipment will be provided at some venues, however this is not guaranteed. LDN Sports Club does not provide professional medical treatment in the case of an emergency.
- (g) You acknowledge and agree that any information made available in connection with the Services is general in nature and does not constitute professional advice. Any information provided to you and in any linked or referred to materials or websites is not and should not be construed as professional advice. Information provided during the provision of the Services and each Event by us and our Personnel is for informational purposes only.

8 WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in these Terms are excluded.
- (b) Nothing in this agreement is intended you may be entitled to certain remedies (like a refund, request repeat performance or price reduction) if there is a failure with the services provided.
- (c) You warrant and represent that you have no Condition that may affect your participation in the Sports Activities or that if you are aware of such Conditions, you participate in any activities provided by LDN Sports Club entirely at your own risk.

9 LIABILITY AND INDEMNITY

9.1 NO RELIANCE

You agree and acknowledge that in deciding to pay for the Sports Activities and in entering into this agreement you have not relied on the skill or judgment of LDN Sports Club and that you have satisfied yourself as to the condition and suitability of the Sports Activities and your fitness for the purpose of engaging into the Sports Activities

9.2 LIMITATION ON LIABILITY

- (a) To the maximum extent permitted by law and subject to clause 15.1(a), the total liability of each party in respect of loss or damage sustained by the other party in connection with this

agreement is limited to the total Fees paid to us by you in respect to the Event giving rise to the relevant liability.

- (b) Clause 8.1(a) does not apply to your liability in respect of loss or damage sustained by us arising from your breach of clauses 1(a), 2.1 and 6.
- (c) To the maximum extent permitted under applicable law, and without limiting any of your rights under the applicable consumer laws in the UK, LDN Sports Club's liability for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise, and whether those claims are for economic loss or other damage) arising under or in connection with these Terms:
 - (i) is excluded, to the extent it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits or loss of goodwill except:
 - A. in relation to a party's liability for fraud; or
 - B. to the extent this liability cannot be excluded under the applicable UK consumer law; and
 - (ii) is limited, insofar as it concerns other liability, to the total money paid to LDN Sports Club under these Terms as at the date the event giving rise to the relevant liability occurred.

9.3 INDEMNITY

- (a) You shall indemnify LDN Sports Club and its officers, owners and Personnel from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of:
 - (i) any breach of these Terms/ this agreement by you or any person on whose behalf you are acting;
 - (ii) any negligent, fraudulent or criminal act or omission by you or any person on whose behalf you are acting; or
 - (iii) an event, where circumstances giving rise to a claim, were caused or contributed to by you or any person on whose behalf you are acting.
- (b) You exclude LDN Sports Club, its Personnel and other participants (**Releasees**) from any demand, claim, or other proceeding in relation to any injury or death or loss or damage to personal property in connection with your participation in the Sports Activities with LDN Sports Club, whether or not caused by the negligence of a Releasee.

10 THIRD PARTY GOODS AND SERVICES

- (a) If we need to acquire goods or services supplied by a third party, you may be subject to the terms and conditions of that third party (**Third Party Terms**).
- (b) Provided that we have notified you of such Third Party Terms and provided you with a copy of those terms (for example, a link on our Website or otherwise set out in these Terms), you agree to any Third Party Terms applicable to any goods or services supplied by a third party that we use to provide you with the Website or any services related to Website and we will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

11 PRIVACY

- (a) You agree to be bound by our Privacy Policy, which is available [\[here\]](#).
- (b) You authorise and consent to us taking images and recording video footage of you for the following purposes only:
 - (i) promotion of LDN Sports Club, Events and advertising and marketing the associated products and services; and

- (ii) publication on social media platforms or on other websites and the internet for the purposes of professional advancement,
- in accordance with our Privacy Policy.
- (c) Please notify us by email if you do not wish footage or images of you to be taken or kept by us.

12 LINKS TO OTHER WEBSITES

- (a) The Website may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites, and we are not responsible for that content.
- (b) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

13 FORCE MAJEURE

- (a) We will not be liable for any delay or failure to perform our obligations under these Terms if such delay or failure arises out of a Force Majeure Event.
- (b) If a Force Majeure Event occurs, we must use reasonable endeavours to notify you of:
 - (i) reasonable details of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which we will be unable to perform or be delayed in performing its obligations under these Terms.
- (c) Subject to compliance with clause 13(b), our relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.
- (d) For the purposes of these Terms, a “**Force Majeure Event**” means any:
 - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
 - (ii) strikes or other industrial action outside of our control;
 - (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
 - (iv) unexpected utility failures at the Venues or government restrictions or orders, beyond our reasonable control, to the extent it affects our ability to perform its obligations.

14 COMMUNICATION WITH US

- (a) You must direct all communication, including any complaints, requests regarding your Order, sports sessions and/or attendance, to us via email.
- (b) We will make every effort to resolve the complaint quickly and fairly.

15 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with these Terms must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with these Terms must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

16 NOTICES

- (a) A notice or other communication to a party under these Terms must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this Agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,whichever is earlier.

17 GENERAL

17.1 GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws of England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with these Terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

17.2 WAIVER

No party to these Terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

17.3 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

17.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

17.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

17.6 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

17.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

17.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement/these Terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement/these Terms, and a reference to this agreement/these Terms includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word “includes” and similar words in any form is not a word of limitation;
- (j) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision; and
- (k) **(currency)** a reference to £, or “pounds”, is to the currency of Great Britain, unless otherwise agreed in writing.

18 DEFINITIONS

In addition to capitalised terms defined elsewhere in these Terms, capitalised terms used in these Terms will have the following meanings:

| Term | Meaning |
|--------------------------|--|
| Fees | Means the rates and charges per Event as mentioned on the Website. |
| Laws | mean any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction(s) where the Sports Activities are performed or received and includes any industry codes of conduct. |
| Personnel | means, in respect of a party, that party’s officers, employees, contractors (including subcontractors) and agents. |
| Sports Activities | means the sports listed on the Website. |
| Venue | Means the venue arranged for an Event. |