

INTRODUCTION

To help you get the best out of Elusive Country Club and to understand our responsibilities to you and your responsibilities to us, please read these terms and conditions.

The language we use should make these terms and conditions as clear as possible. If you have any questions, a member of our team at the studio will be happy to help you.

To help make these terms and conditions easy to read, we have split them into two parts.

- **Part A – terms and conditions of membership**

All members must keep to the same terms and conditions.

- **Part B – rules and regulations for using facilities**

These terms and conditions apply to all our customers, members and their guests. They are necessary to make sure we can offer an enjoyable and safe environment for you, your guests and our other members to share during every visit to the studio.

These terms and conditions apply at all times and take priority over anything a member of our team has told you. These terms and conditions replace any previous versions.

PART A – TERMS AND CONDITIONS OF MEMBERSHIP

Definitions that apply to part A

You – the lead member

Linked member – any band member who is linked to your membership

Your entire membership – your membership and the membership of your linked band members **We and us** – Elusive Recording Studios

1. Responsibilities of lead members and linked band members

- a) Every person who signs the membership application will be jointly and individually responsible under this agreement.
- b) This means that:
 - if one of those people tells us to do anything in relation to the membership (including ending it) we will take that as authority from all of them;
 - each of those people will be responsible for paying all the appropriate membership fees for themselves, for any other people who have signed the form and for all linked band members; and
 - each of those people will be responsible for paying any extra charges and fees which they, any other people who have signed the form, a guest has to pay for using facilities and services not covered by the membership category.
- c) All of these terms and conditions of membership apply to you and all linked members unless we tell you otherwise.
- d) You and all linked members must keep to the rules and regulations for using facilities set out in Part B.

2. Notice

- a) We calculate your membership in whole calendar months. This means that the following applies.

- Anywhere in these terms and conditions where we ask you to give notice of one calendar month or more, if you give notice during a month, we will treat it as if we received it on the first day of the following month and the notice period will run from that day. For example, if you need to give us one month's notice to end your membership and we receive your notice on 23 May, your notice will start from 1 June, it will run out on 30 June, your membership will end on 30 June and you will pay one more direct debit (on 1 June) after giving notice. The only exception to this is if you give us notice at the beginning of a month. This means that if we receive notice from you up to and including the fourth day of a month, we will treat it as if we received it on the first day of that month and the notice period will run from that day.
 - Anywhere in these terms and conditions where you can give notice to end your membership from the end of the month, when you give notice we will end your membership at the end of the month during which we receive your notice as long as you have met all other requirements associated with it. For example, if we receive your notice on 23 May (with any supporting evidence we have asked for), your membership will end on 31 May and you will not have to pay any more direct debits after 31 May.
 - There are no exceptions to this rule. For example, if you give us notice on 1 June, your membership will end on 30 June and you will not have to pay any more direct debits after 30 June.
- b) If you want to give notice, it must be a month in advance in writing either via
- by email;
 - by post;
 - or by hand at the studio.

Details of our email and postal address are on the website. If you need to give us evidence of certain things, you can provide them as attachments to an email.

c) Your notice is not effective until we have received it. We strongly advise that when you give notice you get proof that we have received it. For example:

- if you send us notice by post, send it by recorded delivery (we will have to sign the delivery notice when we receive it);
- if you hand your notice in at the studio, ask for a receipt;
- if you send us your notice by email, ask for a delivery receipt.

d) We will confirm we have received your notice within 10 days of receiving it. If you do not receive this confirmation within 10 days, you must immediately let us know so we can check whether we have received it. Our contact details are on the website.

e) From time to time we will need to contact you about your membership, so it is important you let us know if your address, contact phone number or email address changes.

If we need to give notice to you:

- it will be effective if we send it to the email address we have in the records we hold about you; and
- if we give notice during a month, our notice period will run from the first day of the following month.

3. Membership types and length of membership **Standard Annual Membership and Standard Monthly Membership**

Your membership will begin on the day when you make your membership application. Your membership will run for the initial period, which is at least 12 full calendar months and will continue then indefinitely until you give us at least one full calendar months' notice in writing in line with A2 'Notice', unless:

- you end your membership at the end of the initial period;
- you end your membership early (see A15 'Ending your membership early'); or
- we cancel your membership (see A16 'Cancelling your membership').

The 'initial period' is the full 12-calendar month period from the 1st of the month after the date you made your membership application, together with the part of a month as mentioned in A5d 'Starting your membership'. This means that for Standard Annual membership and Standard Monthly membership your minimum commitment is to pay for the first 12 full calendar months of your membership with us (together with the part of a month as mentioned in A5d 'Starting your membership'). This applies even if you have Standard Monthly membership and cancel your direct debit before then.

If you want to end your membership from the end of the initial period, you can give us one calendar month's notice (see A2 'Notice') as long as we receive your notice any time up to and including the first day of the final calendar month of your initial period. If you give us notice but we do not receive it by the first day of the final calendar month, your membership will not end at the end of your initial period. Instead, we will treat your notice as if we received it on the first day of the following month and your membership will not end until three months after that date. We will contact you in writing at an appropriate time towards the end of your initial period to remind you of this.

- **Starting your membership**
You will need to pay an amount to cover your membership fee from the day that you join until the 1st of the following month. If you join after the 20th of the month, you will need to pay for the rest of the current month, plus the whole of the next month.
- When you and anyone linked to your membership join, you will each need to have your photograph taken. This is to allow us to check your identity when you enter your club.

You can change your mind about joining. To do this you will need to give notice in writing. You can do this at any time up to 14 days after making your membership application and your entire membership will end. If you or any of your linked band members enters the studio to use the facilities during the 14-day cancellation period we will charge an hourly rate of £30 per hour for any studio time used and £10 per hour for any rehearsal time used of the monthly fee to cover this period and we will refund the balance of any fees you have already paid.

Membership fees

For our Annual membership your membership fee is due every year and covers the year to come. You must pay for your membership by making one payment each year. Using this option will give you the added benefit of 13 months membership for the price of 12.

For our Monthly membership your membership fees are due on the 1st of each month (in one payment) and cover that month. You must pay for your membership by making monthly payments by standing order, unless we agree otherwise.

Changing your membership linked members

We realise that your needs can change over time, so you can apply to change your membership linked members by contacting us.

If you want to link another band member to your membership, we will need their signature to make the change.

If they are linked to another band, they will only be able to use the studio facilities for the band that is registered with **YOU**, not their other band. If that band wanted to use the club facilities, that would require a separate membership.

If we remove someone from a linked membership, the membership fee of £250 PCM will still stand.

Other charges

There will be additional charges for a small number of facilities and services such as using our equipment, services and staff away from the club premises.

Guest musicians are able to use the facilities with **YOU** but this incur an additional guest fee of £30 per studio session and **YOU** are limited to 2 guests per calendar month.

Guests

You and any other linked adult member (except nannies) can introduce guests to your club. You or the linked member introducing the guest must:

- sign in any guests at reception;
- stay with the guests at all times; and
- make sure the guests are aware of, and keep to, our rules and regulations set out in 'Part B –

Guests must pay the appropriate fee to use the facilities at the club.

Social guests (guests who are only entitled to use the café bar and not the sports facilities) will be able to visit the café bar shop area only and there will be no fee for this.

Guests are only entitled to use the facilities that you (or the linked member who introduces them) can use under your membership. If you, your linked member or your guest breaks any of the rules relating to guests set out in these terms and conditions, or any other rules we have told you about, you (or your guest) must pay the full guest fee and we may withdraw the right for you or any.

You can sign in the same adult guest up to six times a year, but no more than twice in any month.

4. Ending your membership

- If you give notice to end the membership, we will treat it as applying to you and to all linked members unless you tell us otherwise.
- If a linked member who has signed the membership application form gives notice to end the membership, we will treat it as applying to you and to all linked members unless the person giving notice tells us otherwise.
- If your membership is ended, it automatically ends the membership of all linked members.

- You must continue to pay your membership fees until your membership ends. Your membership will end at the end of your notice period.

5. Ending your membership early

At any time you can end your membership if:

- you are suffering from a medical condition which means you are unable to use your club's facilities (this does not include pregnancy, but does include a medical condition that arises during pregnancy);
- you lose your employment or are declared insolvent;
- you are being relocated in your employment to a location which is more than 30 miles from Elusive Recording Studios
- you are moving home to a location which is more than 30 miles from Elusive Recording Studios
- we are satisfied that there has been a change in your personal circumstances, other than those listed above, which means that it is no longer reasonable for you to use your club's facilities or to continue being a member.
- To end your membership for one of the reasons listed above, you must give us notice in writing in line with 'Notice'. Your membership will end on the last day of the month in which we receive your notice or your suitable evidence, whichever we receive later.
- You must give us suitable evidence, but you do not need to provide this at the same time that you give us notice.

6. Cancelling your membership

We will not tolerate our staff or other members being verbally abused or intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the police, to ban you immediately and permanently from the studios and cancel your entire membership.

We may also cancel your entire membership in the following circumstances.

- If you or a linked member breaks or repeatedly breaks this membership agreement or the club rules and you do not or cannot put it right within seven days of us writing to you about it.
- If you, your linked member or your (or a linked member's) guest uses rude or abusive language or behaves or threatens to behave in a violent or aggressive way at the studios.
- If, for a period of longer than 12 calendar months, neither you nor any linked member uses any club facilities.

7. If you do not pay your membership fee when it is due

- If you do not pay your membership fee when it is due, we will email you to let you know. If you are paying by standing order, we will request that you make an online bank transfer to cover the outstanding fees. We may refer any missed payments, including any future payments that are due as part of your contract (for example, payments you owe for the rest of an initial period or notice period), to a debt- collection agency.
- If you fall behind with your membership payments for more than 30 days, we will charge you an administration fee of £50. We will also charge an administration fee of £10 each missed payment. If you do not pay for your membership, we may prevent you and any linked members from entering the studios. This does not mean we will end your membership. Cancelling your standing order does not mean you have given us notice to end your membership. You must give us written notice in line with A2 'Notice'.

8. Changing your membership fees and this agreement

- We may increase membership fees automatically each year by up to either 1% above the rate of inflation according to the Retail Prices Index or 3%, whichever is higher. If we do this, the new fees will come into force on 1 January each year.
- If we plan to increase the membership fees by more than the higher of these amounts, we will make every reasonable effort to give you at least one month's notice. We will give you notice of the change by writing to you and by displaying a sign on the noticeboard in the studios.
- We may make reasonable changes to this agreement, to these terms and conditions in Part A and to the rules and regulations in Part B or displayed in the studios at any time, as long as we give you notice before we make the changes.

9. Complaints

We are committed to making sure our members are satisfied with the service we provide, but we are realistic enough to know that things don't go according to plan all the time. If you or your guests have a complaint, we want to know about it as soon as possible so that we may fully investigate it and sort the matter out.

10. Liability

We do not accept liability for damage or loss to your property, data or a guest's property and data that may happen on the premises or within the grounds of the studio other than the liability which arises from our negligence or our failure to take reasonable care.

We do not accept liability for the injury or death of any member or guest that may happen on the premises or within the grounds of the studio other than the liability which arises from our negligence or our failure to take reasonable care.

Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.

PART B – RULES AND REGULATIONS FOR USING CLUBS, FACILITIES AND ACTIVITIES Definitions that apply to part B

You – any person using the club facilities under your membership

Linked member – anyone who is linked to your membership

Your entire membership – your membership and the membership of your linked members **We and us** – Elusive Recording Studios

General health and safety

As your safety is our main priority, we do not allow cups or caned drinks outside the shop area due to spillages. Drinks in sealed bottles or cups with lids is fine.

Animals are welcome in the club but it is advised to contact us before bringing them so we can notify Juno.

To protect the safety of all members and guests, you must pay particular attention to all signs relating to health and safety in the club. If you do not understand a notice or sign please ask one of our team members at the club.

Fire exits are clearly marked throughout the club. If there is a fire or if you hear the fire alarm, you should make your way out of the club through the nearest possible exit to the advertised assembly point in the car park.

If you suffer an accident or injury on our premises, you must report it and the circumstances under which it happened to the senior manager on duty immediately.

For legal and health reasons, you must not smoke while using any of the club facilities or in the building. This includes vaping.

While you are at the club, we expect you to behave appropriately, respectfully and politely at all times. We can prevent you from entering the club or ask you to leave if we think that your behaviour or appearance is not suitable.

You should not use the club if you have an infectious illness or condition.

Car park

We ask that people use the front car park for dropping off equipment and the back car park for parking their vehicle

You park in the car park at your own risk. We do not accept liability for any loss or damage to your car, or personal belongings in it, while you are parked in our car park.

Lost Property

If you find lost property, you must hand it into the studio reception immediately. We will hold items for three weeks only before disposing of them.

Abandoned Equipment

Any equipment that has been left at the studios for a period longer than 6 months without any contact from the owner this will be disposed of. If the owner collects before the 6 months, they will be charged a storage fee of £5 per week starting from the day they left it at the premises. This will need to be paid in full before the equipment is returned. If payment is not made within the 6 months and the item collected, it will be disposed of.

Photographs and videos

You may take photographs and video recordings in the studio for your own personal use provided that you keep to these rules and any extra rules displayed at the studio.

Anyone who appears in your photographs or videos must be aware that you are filming them and you must get their permission first.

If a member of our team asks you to stop filming or taking photographs you must do so.

Rubbish and Chewing Gum

It has come to our attention that chewing gum is just being left on the floor or stuck to furniture or equipment. This is not acceptable and any band found to have not disposed of gum properly and hygienically will be charged a £10 clean up fee. This will need to be paid for in full before your next session.

Can rubbish be disposed of correctly and not just left in the rooms. Cut guitar strings and finger nails also need to be disposed of correctly and not just left in the room.