

1. Introduction & About

- 1.1. The following definitions apply throughout these terms and conditions (“**T&Cs**”):
 - 1.1.1. **Founding Family Member:** any Member that has acquired Founding Family Membership and each individual named on their account;
 - 1.1.2. **Founding Family Membership:** the Full House Founding Family Membership or the House Founding Family Membership;
 - 1.1.3. **Full House Founding Family Membership:** the Founding Family Membership granting specific ‘Full House’ rights, benefits and obligations;
 - 1.1.4. **House Founding Family Membership:** the Founding Family Membership granting specific ‘House’ rights, benefits and obligations;
 - 1.1.5. **Member:** any member of any of the private family members clubs in the OurHouse Group from time to time;
 - 1.1.6. **OOL:** OurHouse Orly’s Limited (CRN: 16414301);
 - 1.1.7. **Orly’s House:** means the private family members club operated by OOL at Parkway House, Sheen Lane, London, SW14 8LS; and
 - 1.1.8. **OurHouse Group:** all private family members clubs owned and/or operated by OurHouse Group Limited or any of its subsidiaries (further details of which are available on our website).
- 1.2. By purchasing the Founding Family Membership, you and each Founding Family Member agrees to and accepts these T&Cs.
- 1.3. These T&Cs will prevail over any other terms and conditions provided to the Founding Family Member in relation to purchase of the Founding Family Membership.
- 1.4. At OurHouse Group, we are committed to being transparent and open with our prospective members and Members to start our relationship in the best possible way. We have therefore ensured that these T&Cs are clear and transparent to enable you to understand how things will work between us when you join. Please remember that if you sign up to any of our facilities or classes, additional terms and conditions may apply.

2. Contract Formations

- 2.1. In acquiring a Founding Family Membership you are contracting with OOL.
- 2.2. We reserve the right, in our absolute discretion, to change the company with whom you contract with to any entity in the OurHouse Group. We will inform Founding Family Members when we make operational changes to who the contracting party is at any time during their membership period and we will ensure that the transfer will not affect your rights under the Contract.
- 2.3. In these T&Cs, ‘OurHouse’, ‘we’, ‘us’, or ‘our’, shall mean OOL and/or the other members of the OurHouse Group as the context requires.

- 2.4. We recognise that, from time to time, you may have questions about your Founding Family Membership. Whilst our members of staff will try and help you navigate your Founding Family Membership terms to the best of their abilities, you should be aware that these T&Cs apply at all times and take priority over anything a member of staff has told you unless it is confirmed in writing by a member of our membership team or a manager of Orly's House. Our members of staff do not have the authority to bind any company in the OurHouse Group.
- 2.5. The following forms the contract between us and the Founding Family Member and governs our contractual relationship (the "**Contract**");
- 2.5.1. the T&Cs;
 - 2.5.2. the 'House Rules' (<https://www.ourhouseclubs.com/policies/house-rules>) (the "**House Rules**");
 - 2.5.3. the details submitted to us by the Founding Family Member when they complete their onboarding journey (the "**Onboarding Journey**") on the OurHouse Group Membership Application (the "**Membership App**");
 - 2.5.4. any other policies that we implement from time to time; and
 - 2.5.5. any additional terms and conditions governing any additional services.
- 2.6. We reserve the right to make reasonable amendments to the Contract without consent. If we do this, we will give Founding Family Members reasonable advanced notice, subject to clause 2.8. Founding Family Members should be aware, therefore, that the Contract is subject to change, and it shall be the responsibility of all Founding Family Members to ensure they are familiar with and always understand the Contract.
- 2.7. Subject to clause 2.8, in the event we make any changes to the Contract which are materially prejudicial to Founding Family Members we will notify them of the changes in writing. A Founding Family Member has the right to immediately terminate the Contract in such circumstances providing we are notified within thirty (30) days of us notifying the Founding Family Members of the change to the Contract (the "**Notification Period**"). If we do not receive any notice of termination within the Notification Period, the modified Contract shall be effective and shall be binding upon the Founding Family Member from the day following the expiry of the Notification Period. Founding Family Members will be charged on a pro-rata basis up until the date we receive their request to terminate the Contract. A Founding Family Member shall be deemed to have accepted the modified Contract if they use Orly's House (including any of the services provided therein) following the Notification Period.
- 2.8. We can make changes to the Contract and our services (the way we operate Orly's House) without giving you notice in advance:
- (a) where we are required to do so by law to reflect changes in relevant laws and regulatory requirements; or
 - (b) to address an urgent issue where there is a risk of harm to users (for example to address a security threat); or
 - (c) to make minor technical adjustments and improvements which do not have an impact on your use of Orly's House.
- 2.9. Any person who does not comply with the Contract or engages in any misconduct or other conduct which we, in our sole discretion, deem inappropriate or unacceptable, may be ejected from, or denied access to, Orly's House and may have their Founding Family Membership terminated by us.

- 2.10. Any special measures and temporary operational rules which might be on display in various parts of Orly's House from time to time take precedence over any of the terms contained in the Contract.

3. Founding Family Membership

- 3.1. Any person wishing to become a Member must complete the Onboarding Journey. By completing the Onboarding Journey, you confirm to us that you have read, understand, and agree to:
- 3.1.1. the Contract (including that it shall be binding upon you in full), and
 - 3.1.2. the Health Commitment Statement (<https://www.ourhouseclubs.com/policies/health-commitment-statement>).
- 3.2. Founding Family Membership is granted on an entirely discretionary basis – we make the final decision on who shall become a Founding Family Member and any such decision is not capable of challenge or appeal. We will of course exercise our discretion reasonably and in strict compliance with all applicable laws.
- 3.3. Founding Family Membership entitles Founding Family Members to use the facilities available at Orly's House. The memberships and facilities offered by us at Orly's House may change from time to time. For example, we may introduce or discontinue the types of membership on offer at any time.
- 3.4. You should consult our website or contact us if you would like further details of the different types of memberships that are available. Each category of membership has different restrictions, conditions and benefits, all of which you are deemed to be aware of at the time of submission of a request to join Orly's House.
- 3.5. It is important for the safety and security of our Founding Family Members, their children, our employees, and anyone else who might attend Orly's House that we have current details of all our Founding Family Members on a database which we keep and maintain. This includes storing a digital photograph of each Founding Family Member, the children registered to their account, and any Named Caregivers they might nominate. By becoming a Founding Family Member, you agree that we can hold your, your child's, and any Named Caregivers' personal details (including a digital photograph) to use in connection with your Founding Family Membership. For additional details about how we process your data, please consult our Privacy Policy. Any prospective member who refuses to provide suitable contact details and/or refuses to allow us to store digital photographs of them or anyone named on their account may be refused membership by us.
- 3.6. When completing the Onboarding Journey, you must take care that the details you provide are accurate, including any contact details given. It is the responsibility of all Members to ensure that their details are accurate, remain up-to-date and that they swiftly inform us of any changes.
- 3.7. Founding Family Memberships are strictly non-transferable. Each Founding Family Membership is personal to the named Founding Family Members on an account and cannot be transferred or assigned to another individual or family. To protect our Founding Family Members, we may ask to see another form of identification before we allow you into Orly's House.

- 3.8. We reserve the right to end your Founding Family Membership immediately if another person not expressly authorised to use it under these T&Cs uses your Founding Family Membership. Please read Clause 6 'Cancellation of Founding Family Membership' for further details about our rights to terminate your Founding Family Membership.
- 3.9. Each Member warrants at the time of submission of the Onboarding Journey that, in respect of any child they name in such Onboarding Journey, they are authorised to give legal consent for such child as their parent, guardian or the person in loco parentis of such child.

4. Joining Fee, Credits, Referrals and Benefits

- 4.1. The total cost of the Founding Family Membership is £350 per family (the **"Joining Fee"**) payable as follows:
 - 4.1.1. £100 upon completing the Onboarding Journey; and
 - 4.1.2. £250 within 14 calendar days of us notifying you that such payment is due (the **"Payment Window"**).
- 4.2. If we do not receive payment of the Joining Fee prior to expiry of the Payment Window, we may terminate the Contract and we will be under no obligation to progress your Founding Family Membership application.
- 4.3. Unless and until we receive the Joining Fee in full, you will not be entitled to use any of the facilities at Orly's House and if we do not receive payment of the Joining Fee in full within 14 calendar days of Orly's House opening, we shall be permitted to terminate the Contract at our sole discretion, and you will not be entitled to the refund of any amounts paid.
- 4.4. Upon paying the Joining Fee in full you will be entitled to:
 - 4.4.1. £500 food and beverage credit in aggregate for all Founding Family Members included under your Founding Family Membership available for use in the restaurant or café of Orly's House (the **"F&B Credit"**). The F&B Credit will become available in tranches as follows:
 - a) £125 available 30 calendar days after your Founding Family Membership commences (**"Tranche One"**);
 - b) £125 available on the date falling 3 months after Tranche One (**"Tranche Two"**);
 - c) £125 available on the date falling 3 months after Tranche Two (**"Tranche Three"**); and
 - d) £125 available on the date falling 3 months after Tranche Three (**"Tranche Four"**),which will expire in full on the first anniversary of the Founding Family Membership and there will be no reimbursement of any unused F&B Credit should the Contract be terminated before it is utilised in full; and
 - 4.4.2. £200 personal training credit in aggregate for all Founding Family Members included under your Founding Family Membership (which may be used for any of the nutrition, sleep, recovery or performance personal training services offered) (the **"PT Credit"**) and which will expire in full on the first anniversary of the Founding Family

Membership and there will be no reimbursement of any unused PT Credit should the Contract be terminated before it is utilised in full.

- 4.5. All Founding Family Members on a 12-month Membership shall receive the first month of the subsequent term of Membership free. For the avoidance of doubt, this means that if the Founding Family Membership commences on 01 March 2027 the applicable Founding Family Members will not be charged for the use of Orly's House during March 2028 (except for any additional fees as applicable). For the avoidance of doubt, this offer does not apply to Founding Family Members on a 6-month Membership.

5. Founding Family Membership Term

14-Day Statutory Cooling-Off Period: Your legal right to change your mind and cancel

- 5.1. All our Founding Family Memberships shall have a statutory 14-day cooling-off period commencing on the day that your Founding Family Membership commences (the **"Statutory Cooling-off Period"**). You are entitled to cancel your Founding Family Membership and receive a refund of the Joining Fee by contacting us during the Statutory Cooling-Off Period (the **"Refund"**). Where we receive your notice to cancel your Founding Family Membership during the Statutory Cooling-Off Period, we will endeavour to process the Refund under this Clause 5.1 as soon as possible and within 14 days of receipt of your notice to cancel your Founding Family Membership.
- 5.2. Please note that any accrued credits (promotional or otherwise) will not be refunded should you exercise your right to cancel your Founding Family Membership during the Statutory Cooling-off Period and we reserve the right at our sole discretion to deduct from the Refund the full cost of any promotional credits utilised by Founding Family Members during the Statutory Cooling-off Period.
- 5.3. Should a Founding Family Member provide written notice to us to cancel their Founding Family Membership which is received by OurHouse Group prior to end of the Statutory Cooling-Off Period, the Contract will immediately be cancelled.
- 5.4. If you access Orly's House before the Statutory Cooling-Off Period has ended, you agree that if you subsequently cancel your Founding Family Membership within the Statutory Cooling-Off Period, then we may (if we are required to do so by law) give you a Refund less an amount to reflect your usage of Orly's House during the Statutory Cooling-Off Period.

Term

- 5.5. If no written notice of cancellation has been received by us during the Statutory Cooling-Off Period, the Contract will continue for an initial fixed period of:
- 5.5.1. 6 months commencing on the date that your Founding Family Membership commences, if you have purchased a 6-month Founding Family Membership (the **"6-Month Term"**); or
- 5.5.2. 12 months commencing on the date that your Founding Family Membership commences, if you have purchased a 12-month Founding Family Membership (the **"12-Month Term"**),
- (the 6-Month Term and the 12-Month Term, together being the **"Initial Term"**).

6 Cancellation of Founding Family Membership

- 6.1. During the Initial Term, a Founding Family Member may terminate the Contract upon written notice, which must be submitted no later than two (2) months prior to the expiry of the Initial Term. Such notice will only take effect at expiry of the Initial Term.
- 6.2. Following the expiry of the Initial Term, the Contract between us will be on a rolling basis for successive periods of 3 months (the “**Renewal Term**”). Founding Family Members are permitted to cancel their Founding Family Membership and terminate their Contract with us during the Renewal Term by notifying us with not less than two (2) full calendar months’ prior written notice.
- 6.3. By way of example, and for the avoidance of doubt, a notice to cancel a Founding Family Membership in a Renewal Term that is received on 13 March would mean that the final membership fee would be collected on 1 May, with the Contract terminating on 31 May.
- 6.4. You can also terminate your Founding Family Membership at any time if we give you notice that we intend to:
 - (a) change the location of Orly’s House; or
 - (b) close Orly’s House permanently.
- 6.5. Any notice of cancellation should be sent by a Founding Family Member to membership.orlys@ourhouseclubs.com.
- 6.6. Once such notice has been received, our membership team will confirm the date on which the cancellation is to take effect and will inform you of when your final direct debit payment will be made.
- 6.7. You acknowledge that failure to (i) provide the required notice or (ii) provide the required notice at the designated membership email address will result in the Contract continuing and fees being due and owing to us for any such periods. For the avoidance of any doubt, notices physically left at one of our clubs will not be deemed to have been validly served.

7 Re-applications

- 7.1. Should a Founding Family Member terminate their Founding Family Membership with us at any time after the Statutory Cooling-Off Period and then submit one or multiple application(s) in the future to re-join, a further fee will be due for any such subsequent application. Our fees differ depending on which options are selected and therefore which membership category a Member signs up to – additional fees (including transfer fees) may be imposed by us to make the change. Full details of our current packages (which may not be the same as the package to which a Member originally signed up for) can be found on our website and any questions or queries Members might have in relation to their membership package should be addressed to our membership team.

8 Founding Family Membership & Additional Fees

- 8.1. All Founding Family Membership fees are to be paid monthly in advance, strictly by Direct Debit from a UK bank account to an account held by OurHouse Group Limited or any OurHouse Group company. OurHouse Group does not accept any other method of payment for Founding Family Membership fees.

- 8.2. At the time of completion of the Onboarding Journey, Founding Family Members will be asked to complete a Direct Debit mandate authorising us to charge such Founding Family Member the Founding Family Membership fees in accordance with their Contract as well as any other amount owed by such Founding Family Member to us from time to time under the Contract such as Pay-as-You-Go classes, Holiday Camps, Members' events, Crèche attendance or no-show fees, freeze fees or paid-for events ("**Additional Fees**", together with the Founding Family Membership fees, the "**Fees**").
- 8.3. Additional Fees are to be paid in arrears (which may, at the OurHouse Group's discretion, be on the first day of each calendar month following the month in which any such Additional Fees have been incurred or any other date). Founding Family Members will receive a monthly invoice by email including an itemised breakdown of all relevant Additional Fees incurred in the relevant month prior to being charged.
- 8.4. We may at any time, with reasonable prior written notice, request that your Direct Debit mandate be cancelled and set up with a different bank account held by OurHouse Group or a different OurHouse Group company. We request that you do not cancel an existing mandate until a new mandate has been successfully set up. During the transition period, we reserve the right (to the extent permitted under applicable law) to collect the payment of your Fees under your current Direct Debit mandate until the new Direct Debit mandate has been successfully set up. For the avoidance of any doubt, any Fees accrued under this Contract shall remain unaffected by the change of Direct Debit mandate under this Clause 8.4.
- 8.5. All Fees must be paid without deduction or set-off, and it is a Founding Family Member's responsibility to ensure that, prior to the first day of each calendar month, their account which has been nominated for Direct Debit has sufficient funds contained therein for the payment to be processed successfully.
- 8.6. We may refer any missed payments, including any future payments that are due as part of your Contract (for example, payments you owe to us for the rest of the Initial Term/Renewal Term or notice period), to a debt-collection agency and reserve the right to recover from you an amount equal to all our reasonable costs, losses and expenses incurred in recovering the amounts subject to the missed payments (including without limitation legal fees and debt collection fees).
- 8.7. If payment of Founding Family Membership fees and/or Additional Fees is not received by us in full by the first day of each calendar month, we may suspend your Founding Family Membership until such time as the arrears are paid in full, together with any interest which we might levy in accordance with clause 8.10. of these T&Cs.
- 8.8. Should a Founding Family Member persistently fall into arrears of Founding Family Membership fees and/or Additional Fees, or should any Founding Family Membership fees and/or Additional Fees remain outstanding for a period of more than seven (7) days from the date such Fees fall due to be paid (whether demanded or not) we reserve the right to immediately cancel that Founding Family Member's Membership with all Fees for that current period remaining a debt due and owing to OurHouse Group.
- 8.9. In addition to the provisions of clause 8.8, it is within our discretion to change our Founding Family Membership fees at any time and we will make every reasonable effort to provide all Founding Family Members with not less than 30 days' written notice of any change to our Founding Family Membership fees under this clause 8.9. Unless otherwise specified, the changes will take place on the first day of the following month, with the Direct Debit mandates being adjusted accordingly. For the avoidance of any doubt, we shall be deemed authorised

by you under these T&Cs to charge you an amount corresponding to such increased Founding Family Membership fee.

- 8.10. We reserve the right to charge Founding Family Members interest at the rate of 4 per cent above the base rate of the Bank of England on any overdue amounts, from the date such sums fell due, to the date they are paid, both before and after any judgment.

9 Changes to Membership Category

- 9.1. We offer a range of different membership categories each of which carries with it different entitlements such as the permitted number of adults and children on the membership, the days and times of the week when access to our clubs is permitted, and which services and facilities are and are not included within a membership package. Our fees differ depending on which options are selected and therefore which membership category a Member signs up to – full details of our current packages (which may not be the same as the package to which a Member originally signed up for) can be found on our website and any questions or queries Members might have in relation to their membership package should be addressed to our membership team.
- 9.2. Only members of our membership team are authorised to approve changes to your Founding Family Membership, including but not limited to your membership category. Our members of staff across our clubs which are not part of our membership team do not have such authority and these T&Cs will always take priority over anything a member of staff across our clubs has told you unless it is confirmed in writing by a member of our membership team or a Manager of the club in question.
- 9.3. We appreciate that sometimes circumstances change, and Founding Family Members may therefore wish to make amendments to the category of their membership. We only allow Founding Family Members to upgrade their Founding Family Membership, subject to the terms and conditions outlined in this clause 9. For the avoidance of doubt, we do not permit Founding Family Memberships to be downgraded (that includes, by way of example, removing family members, changing from Full House Membership to House Membership or removing a Named Caregiver).
- 9.4. All requests to amend a membership category are subject to availability and approval by us, at our sole discretion. Any such request not addressed to our membership team will not be taken into consideration.
- 9.5. Requests to upgrade a Membership can be made at any time in writing to our membership team. Upgrade requests will be processed as quickly as possible and, where availability allows, we endeavour to confirm any such changes within 48 hours (Monday to Friday). As soon as an upgrade is confirmed by us, the change takes immediate effect and any additional costs for such an upgrade will be charged via Direct Debit for the current month at a pro rata rate reflected in the following month's billing, with a revised monthly payment amount then being initiated from the following month onwards.
- 9.6. If at any time there is a pending category change to a Founding Family Membership, no further request for change can be made until any existing change has taken effect.
- 9.7. Founding Family Members are only permitted to make up to four requests to amend their Founding Family Membership category within any 12-month period.

- 9.8. Founding Family Members that change their Founding Family Membership category may be subject to different T&Cs, a copy of which will be provided to you prior to the change becoming effective.

10 Freezing of Founding Family Membership

- 10.1. OurHouse Group appreciates that life can take unexpected twists and turns, and that consequently our Founding Family Members may need to temporarily pause their Founding Family Membership for a period of time.
- 10.2. Following the expiration of the Initial Term, a Founding Family Member may write to our membership team, on not less than one month's prior notice, with a request to freeze either their full Founding Family Membership or the membership of the adults, the Named Caregivers or children under the Founding Family Membership (the "**Freeze**").
- 10.3. The Freeze must be for a minimum period of 1 month, and a maximum period of 2 months (the "**Freeze Period**") within any 12-month period and will commence on the first day of a calendar month following receipt of the one-month notice period and end on the last day of the relevant month.
- 10.4. Whilst normal Founding Family Membership fees will not be charged during a Freeze Period, a monthly fee will be charged to Founding Family Members in relation to their Founding Family Membership during such periods. The applicable fees are as follows (each of which is subject to change at our discretion) (the "**Freeze Fee**"):

Full House Adult	Full House Child	House Adult	House Child
£30	£15	£20	£10

- 10.5. The Freeze Fee is non-refundable and must be paid in advance of the Freeze Period commencing. Freeze requests are not confirmed until written approval confirming such freezing has been sent to a Founding Family Member by our membership team and the Freeze Fee has been paid for the entire duration of the requested Freeze Period.
- 10.6. Should a Founding Family Member wish to terminate the Freeze early, they will be permitted to do so, and a pro-rated monthly Founding Family Membership fee will then be applied. The Freeze Fee will not be returned.
- 10.7. Founding Family Members who wish to terminate their Founding Family Membership during the Freeze Period must serve the required cancellation notice period. The cancellation notice period will, however, only start running after the Founding Family Membership's Freeze Period ends.

11 Named Caregivers

- 11.1. We understand that it might not always be possible for Founding Family Members to accompany their children to Orly's House and consequently our Founding Family Membership allows for Founding Family Members to add one additional adult (a "**Named Caregiver**") who shall be granted access to Orly's House for the purposes of accompanying child Founding Family Members at an additional fee of:
- 11.1.1. £55 per month in respect of 12-month Founding Family Memberships; and

- 11.1.2. £60.50 per month in respect of 6-month Founding Family Memberships.
- 11.2. The following provisions govern the rules for Named Caregivers and must at all times be adhered to:
- 11.2.1. Named Caregivers shall only be permitted access to Orly's House in their capacity as Named Caregiver during weekdays (if you wish for a Named Caregiver to accompany your child(ren) during weekends then they must be added as an additional adult member under your Founding Family Membership package (subject to applicable additional membership fees));
 - 11.2.2. in order for a Founding Family Member to add a Named Caregiver to their Founding Family Membership, they are required to complete and return to us a Named Caregiver Request Form;
 - 11.2.3. a Named Caregiver must be a grandparent, permanent nanny, childminder, babysitter or other professional caregiver employed or engaged by the Founding Family Member to provide regular childcare for their children;
 - 11.2.4. we reserve the right to request verification of the Named Caregiver's caregiving role (such as requesting to see any contract of employment a Founding Family Member may have with such a Named Caregiver) and it remains at our sole discretion as to whether we approve or decline the request to add a Named Caregiver;
 - 11.2.5. the Named Caregiver may not be frequently changed or rotated – the Named Caregiver must be an individual who provides regular care to a Founding Family Member's child(ren), unless they are a grandparent of the child(ren);
 - 11.2.6. we understand that childcare arrangements do occasionally change and therefore we do allow Founding Family Members to swap the individual who is the Named Caregiver in their account. In order to do so, Founding Family Members must submit a new Named Caregiver Request Form to our membership team accompanied by a description as to the reason for the required change. We will then review such a request before you receive written notification as to whether such a change has been approved or not. OurHouse at all times reserves the right, at their sole discretion, to approve or decline any request to change the Named Caregiver;
 - 11.2.7. Named Caregivers may only access the common areas of Orly's House or such other areas as are necessary for the supervision of the child(ren) who they are accompanying (such as soft-play areas, restaurants / cafes, changing rooms, etc) – Named Caregivers are strictly prohibited from using our gyms, fitness classes, adult-only swimming pools or co-working areas which are reserved exclusively for our members of Orly's House; and
 - 11.2.8. Named Caregivers must comply at all times with the House Rules while attending Orly's House – it is the responsibility of the Founding Family Member to ensure that their Named Caregiver fully understands and adheres to all relevant House Rules. Any failure by a Named Caregiver to adhere to our House Rules may see such a Named Caregiver being refused further entry to Orly's House and could result in us terminating a Founding Family Member's membership.
- 11.3. For the avoidance of doubt, a Named Caregiver may not be a family member of a Founding Family Member (including a spouse, partner, sibling, etc) unless they are a grandparent – if

you would like to add a spouse, significant other, or co-parent to your Founding Family Membership then they must be added as an additional adult member under your Founding Family Membership package (subject to applicable additional membership fees).

12 Termination or Suspension of Founding Family Membership

- 12.1. OurHouse Group will not tolerate other Members, Named Caregivers, guests, staff and any other persons who may be on club premise being verbally abused or intimidated or being physically threatened within Orly's House. 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 Orly's House and to immediately terminate your Founding Family Membership. We will of course exercise our rights reasonably, and in compliance with all applicable laws.
- 12.2. Failure by a Founding Family Member to adhere to any of the provisions of the Contract, which for the avoidance of doubt include these T&Cs, the House Rules as well as any additional terms applicable to our facilities or classes, shall give OurHouse the right to immediately terminate a Founding Family Membership. We will of course exercise our rights reasonably, and in compliance with all applicable laws. In such cases, the Founding Family Member will be liable to us for payment of all Fees due up until the end of either the Initial Term or a Renewal Term, as the case may be.
- 12.3. Should a Founding Family Member behave within or outside Orly's House in a manner which, in the sole opinion of OurHouse, may be a breach of Contract or is not in-keeping with the character of Orly's House, or is in any way harmful to the reputation or interests of OurHouse, we have the right to suspend such a Founding Family Member to allow us a reasonable period to carry out an investigation into such conduct. It shall be at our sole discretion to decide whether such Founding Family Member is to be allowed access back to Orly's House following such an investigation, or whether their Founding Family Membership is to be terminated.
- 12.4. OurHouse Group at all times reserves the right to terminate a Founding Family Membership at its sole and absolute discretion. We will of course exercise our discretion reasonably, and in compliance with all applicable laws. Should we decide to terminate a Founding Family Membership for reasons other than a Founding Family Member's breach of the Contract, we shall refund to such Founding Family Member, on a pro-rata basis, any such Fees they may have paid for periods following the date of our termination.
- 12.5. If we cancel your Founding Family Membership for any of the reasons in clauses 12.1 to 12.4, we have the right to keep a proportion of the money you have paid under this Contract to cover any reasonable costs we have had to incur as a result of the termination of your Founding Family Membership. We will also not accept any future Onboarding Journey you make for membership to any of our clubs, and you will not be allowed to enter any our clubs as a guest or for any other reason.
- 12.6. During the period when a Founding Family Member is suspended, the Founding Family Member shall remain liable to us for the payment of all Fees in the normal way, but they, their children, any additional adults and any Named Caregivers will be denied access to Orly's House pending the results of our investigation.
- 12.7. Founding Family Members are at all times responsible for the conduct of their children, Named Caregivers and any guests they bring to Orly's House. All children, Named Caregivers and guests must at all times adhere to the House Rules. Failure by any of them to adhere to

the House Rules could see such an individual asked to leave Orly's House, and we reserve the right to terminate a Founding Family Membership following any such incident.

- 12.8. Any termination under this clause 12 is without prejudice to the rights and remedies of either party in respect of any prior breach of any obligations under the Contract, including the obligation to pay any Fees.

13 Use of Orly's House

- 13.1. We are a members-only club: access to Orly's House is strictly reserved for members of Orly's House, their children named on their account, any Named Caregivers, and any valid guests in accordance with our guest policy outlined in these T&Cs.
- 13.2. Access to Orly's House is only permitted during operational hours which may vary from time to time.
- 13.3. For the safety and security of everyone at Orly's House, every visitor is required to check-in at reception upon arrival. Adult Members of Orly's House entering the club on their own are permitted to utilise our face-scanner gates for entry and do not need to present themselves to reception.
- 13.4. Founding Family Members or Named Caregivers must at all times remain on club premises whenever their child(ren) are at Orly's House – this includes when their children are under our supervision in our Crèches or Kids Clubs.
- 13.5. Save for when we might be hosting private events, we endeavour to have all of our facilities available to Members of Orly's House at all times when Orly's House is open. However, there are occasions when we may be required to close certain areas of Orly's House for essential maintenance or repair, or for reasons which are beyond our control. Whilst we will make every effort to reduce the disruption caused by any such closure, we are unable to offer Members of Orly's House any refunds of Fees for periods when certain facilities may be closed or out of use.
- 13.6. Orly's House is closed a set number of days per year, during which time Founding Family Membership fees continue to be due. Orly's House is closed during the period from and including Christmas Eve, to and including New Year Day, with a limited service resuming on 2nd January. Orly's House also has various inset days during the year. Details of the dates of our inset days when Orly's House will be closed are available on the opening hours page of our website for Orly's House.
- 13.7. Founding Family Members, Named Caregivers or their guests must settle their bills before leaving Orly's House. We do not offer credit or the ability for Founding Family Members to charge bills for food and drink to their account. In cases where bills remain unpaid, the Founding Family Member who signed the guest(s) into the club will be held responsible for the outstanding amount.
- 13.8. Whilst in Orly's House, Founding Family Members, their children, Named Caregivers and their guests must at all times act in a manner that is respectful and courteous towards other Members of Orly's House, Named Caregivers, guests, staff and any other persons who may be on club premises and act always in a way which is in-keeping with a family-friendly environment. We do not tolerate any actions which are in any way abusive, offensive, threatening or harmful to anyone else.
- 13.9. For the avoidance of doubt, whilst attending Orly's House, Founding Family Members, their children, Named Caregivers and any guests must:

- 13.9.1. conduct themselves in a manner suitable for a family environment and act accordingly. This covers the use of offensive and/or abusive language;
 - 13.9.2. comply with all policies in place from time to time;
 - 13.9.3. always comply with any management instructions and ensure every team member is treated with courtesy and respect;
 - 13.9.4. respect the privacy of all other Members of Orly's House including guests, as well as all employees and contractors who may be on site at any of Orly's House from time to time;
 - 13.9.5. not take photographs of any other Members of Orly's House or their guests or children and must adhere to the terms of our policy on photography within Orly's House;
 - 13.9.6. not bring any animals or pets into Orly's House except where required for the provision of medical assistance;
 - 13.9.7. not bring any food or drink into any of Orly's House, with the exception of provisions for babies under 12 months of age;
 - 13.9.8. not bring any non-prescription drugs or illegal substances into Orly's House;
 - 13.9.9. not take any items from Orly's House, ensuring that their children do not inadvertently leave our premises with toys, etc;
 - 13.9.10. not use IT equipment (phones, laptops, tablets) whilst in a class, in our Soft Play, Jungle Gym, group activity, or when a management team member has asked for the IT equipment to be put away;
 - 13.9.11. not use mobile phones or personal audio equipment so as to cause nuisance or annoyance to other Members of Orly's House, their Named Caregivers and their guests;
 - 13.9.12. only use The Study / Co-Working space for general office purposes;
 - 13.9.13. not use Orly's House for the purposes of any trade, profession or business (other than in The Study / Co-working space) or use any club address as a business postal address or registered office address;
 - 13.9.14. not alter or make any additions to The Study or install any fixtures, fittings, equipment, cabling, IT or telecoms connections in or to Study desks and maintain the Study space in the condition in which they are found at the start of a period of use, taking good care of them, and keeping them clean, tidy and clear of rubbish;
 - 13.9.15. not engage in any activity at Orly's House which is illegal, or which may be or become a nuisance, annoyance, inconvenience or disturbance to us or to other Members or their Named Caregivers or guests;
 - 13.9.16. not smoke (including vaping) anywhere within Orly's House; and
 - 13.9.17. comply with all applicable laws and regulations.
- 13.10. Whilst any Founding Family Member, Named Caregiver or guests are in attendance at any of Orly's House, they must at all times adhere to our House Rules, and any other policies and rules which may from time to time be in force and which are either provided to Founding Family Members directly, or appear on our website.

14 Guests

- 14.1. Full House Founding Family Members are permitted to bring up to four (4) complimentary guests per adult Founding Family Member into Orly's House – this is to prevent overcrowding and ensure that Orly's House is able to deliver consistently high levels of service for all Members.
- 14.2. House Founding Family Members will have no entitlement to any complimentary guest passes. House Founding Family Members wishing to bring guests to Orly's House will be required to acquire guest passes on a case-by-case basis in accordance with these T&Cs.
- 14.3. Guest access is subject to the overall capacity of Orly's House on any given day. We reserve the right to limit guest numbers or refuse entry to guests at any time, such as when we are hosting private events.
- 14.4. Guests are not permitted during a Founding Family Member's Statutory Cooling-Off Period.
- 14.5. All guests must be pre-registered on the Member's Portal and/or Membership App before they visit Orly's House and must be signed-in on arrival at reception to ensure the safety and security of Orly's House. A particular guest can only be registered as a Founding Family Member's guest for a single Member of Orly's House at a time.
- 14.6. A particular guest shall only be permitted to use a Founding Family Member's guest pass up to once per month. Therefore, a guest of a Founding Family Member may visit Orly's House no more than 12 times in any 12-month period. We reserve the right to refuse entry to any guest who has exceeded the 12-month quota for attending as a guest.
- 14.7. The use of guest passes can only be requested by the primary Founding Family Member named on the membership account and additional Founding Family Members cannot request any such guest pass. Guest passes are non-transferable and may not be used by anyone other than the registered guest who has been specified for a particular visit. Guest passes cannot be carried over to the following month – any guest passes which are not used in one month will be cancelled.
- 14.8. Founding Family Members are at all times responsible for the behaviour of their guests and must ensure they adhere to the House Rules and Guest Policy. We reserve the right to reject any guests from entering Orly's House, or to expel them if we believe their behaviour falls short of our expected levels.
- 14.9. Guests must be accompanied at all times by a Founding Family Member (primary or additional) – Named Caregivers are not permitted to bring guests into Orly's House. A Founding Family Member who has brought a guest or guests into Orly's House may not leave the club prior to the departure of their guest(s).
- 14.10. Guests are not permitted to access any areas of Orly's House which are designated as Member-only, including our gyms, studios, class studios, Crèches, Kids Clubs and swimming pools.

15 Classes and Activities

- 15.1. Full House Founding Family Membership includes:
 - 15.1.1. per child under the age of 4, 20 hours of Crèche;

- 15.1.2. per child over the age of 4, 20 hours of Kids Club, Fun Club or Afterschool Club; and
 - 15.1.3. unlimited kids and adult fitness classes.
- 15.2. House Founding Family Membership shall not include any complimentary Crèche, class or club hours. House Founding Family Members wishing to use these services will be required to pay on account in accordance with these T&Cs.
- 15.3. We reserve the right to amend at any time which classes and activities are included within our membership categories and will write to our Founding Family Members should we propose making any such changes.
- 15.4. Requests from members to add a guest to a Holiday Camp can only be processed by our Membership team. The Membership App cannot be used for such requests.
- 15.5. Our booked classes and activities are very popular, and in order to ensure fairness for all of our Members of Orly's House, we operate a waitlist system and a 'strike' policy for any pre-booked activities at Orly's House. If a Founding Family Member is unable to attend a class or activity which they have booked into, they must cancel such booking through the Member's Portal or Membership App as soon as possible.
- 15.6. Please note that:
 - 15.6.1. cancellations received up to 12 hours prior to the class or activity will incur no penalty;
 - 15.6.2. cancellations received within 12 hours of the class or activity will incur a one strike penalty;
 - 15.6.3. a failure to cancel and to attend a class or activity will incur a two strike penalty;
 - 15.6.4. if a Founding Family Member receives five strikes in any 30-day period they will be suspended from making bookings for all classes and activities for a period of 7 days from the date immediately following the fifth strike; and
 - 15.6.5. the suspension will apply only to the Founding Family Member that has incurred the strikes, other Founding Family Members under the Membership will not be penalised.
- 15.7. If a class or activity is fully booked, Founding Family Members can join a waiting list ("**Waitlist**"). A Founding Family Member may only be allowed to join a Waitlist if they have sufficient credits on their account. As soon as a spot becomes available in the relevant class or activity, Founding Family Members will be automatically moved from the Waitlist and enrolled onto the relevant class or activity. Such allocation will be on a first-enrolled, first-moved basis. Founding Family Members will be notified by email and SMS when they have been moved from a Waitlist and enrolled in the relevant class or activity. Founding Family Members can, at all times, monitor their position in the Waitlist in their Membership App.
- 15.8. To ensure classes start safely and on time, if you arrive more than 5 minutes after the scheduled class start time, attendance will be at the discretion of the instructor. Your place may be offered to another member on the waitlist or attending standby.

16 Personal Property

- 16.1. We discourage Members of Orly's House from bringing valuables into Orly's House. Any Founding Family Member, child, Named Caregiver or guest who brings any item of value with them when attending Orly's House does so at their own risk and, in the absence of any negligence or other breach of duty by us, we do not accept any liability or responsibility for the loss or theft of, or damage to, any personal property, including without limitation any items which may be stored in lockers (whether the lock is locked or unlocked) or locker rooms, or anywhere else in Orly's House.
- 16.2. Any lost property will be logged and stored in the designated lost property area which is usually located at our reception areas in each of Orly's House. Items must be claimed within 30 days, after which time they will be donated to a local charity of our choosing. For hygiene reasons, we will not keep personal items such as dummies, bottles, swimwear or underwear for a prolonged period of time – all of these will be kept for a maximum of 48 hours and, if not claimed within such time, will be disposed of.

17 Accidents and Liability

- 17.1. Founding Family Members acknowledge that participation in activities at Orly's House, including the use of our gyms, play areas, soft play, fitness classes, kids club, etc, involves an inherent risk of accident or personal injury to Founding Family Members, their children, Named Caregivers and guests.
- 17.2. It is the responsibility of all Founding Family Members (for themselves, and on behalf of their children, Named Caregivers and guests) to disclose any health conditions which may affect their ability to participate in any activities which are offered at Orly's House. This obligation also applies to any changes in their health, fitness level or strength (including recent illnesses, injuries and new or worsened health conditions). Should any such conditions be disclosed to us, we reserve the right to request a letter from a medical professional formally stating that such individual is, in their opinion, well enough to participate in the activity to which such letter pertains.
- 17.3. Founding Family Members and Named Caregivers, both on behalf of themselves and on behalf of their children, and guests warrant and represent that, before they or their child(ren) partake in any activity at Orly's House, including but not limited to fitness classes, using our gyms or swimming pools, or engaging in kids classes and other associated events, they are in good physical condition and are not suffering from any medical condition which places them at a higher risk of suffering injury.
- 17.4. Founding Family Members, Named Caregivers, their children and guests are strictly prohibited from entering Orly's House whilst suffering from any infectious or contagious illness, disease or other ailment. If any Founding Family Member, Named Caregiver, their children or guests are unsure as to whether they are well enough to attend one of Orly's House, we urge them to refrain from attending until they have returned to full health.
- 17.5. Every Founding Family Member, at the time of completing their Onboarding Journey, will be asked to sign an accident and injury waiver form on behalf of themselves, and any Named Caregivers or children on their membership account. [A copy of such waiver can be found here](#). It is mandatory that we are in receipt of such a signed waiver by every Founding Family Member – failure to sign and return such a waiver to us may see your membership application declined.

- 17.6. All guests attending Orly's House will be required to sign such a waiver at reception during their check-in process. In the case of guests who are children, their accompanying adult will be asked to sign such a waiver in respect of them.
- 17.7. By agreeing to become a Founding Family Member, and entering the Contract, Founding Family Members have acknowledged the inherent risks of accident and personal injury as a result of using Orly's House and have voluntarily accepted and assumed such risk. Consequently, all Founding Family Members agree that neither OurHouse, nor their agents, affiliates, associates, staff or any other connected party or agent shall be liable for any death or personal injury sustained by Founding Family Members, Named Caregivers, their children or guests whilst on club premises, except in so far as such death or personal injury results from the negligence, wilful act or default of OurHouse or its agents, affiliates, associates, staff or any other connected party.
- 17.8. Nothing in these T&Cs affects or limits the statutory rights of Founding Family Members, Named Caregivers or guests for any death or personal injury arising from our negligence or the negligence of our staff.
- 17.9. Any accidents or injuries suffered by anyone whilst visiting Orly's House should immediately be reported to a member of staff who will advise of any further action which may need to be taken.

18 Infectious Control Policy

- 18.1. We have put in place an Infectious Control Policy designed in accordance with government and NHS guidance to ensure that a safe, hygienic and healthy environment is maintained throughout Orly's House.
- 18.2. As a family members club, we recognise that infections can spread quickly amongst children. Therefore, we endeavour to ensure that infections are controlled, and good health and hygiene practices are maintained. We therefore ask all of our Founding Family Members, Named Caregivers and any guests attending Orly's House to read and understand our Infection Control Policy [here](#). It is the responsibility of everyone who attends Orly's House to make sure they adhere to the terms contained therein.

19 Privacy & Data

- 19.1. We will use all personal information which is provided to us by Founding Family Members in connection with their membership in accordance with our Privacy Policy.

20 Entertainers, Party Organisers and Contractors

- 20.1. As we offer a wide range of different classes, activities and events for our Founding Family Members, we often engage certain contractors on a temporary or ad hoc basis to assist us with the provision of such activities.
- 20.2. All measures are put into place to ensure, so far as we are able, the suitability of anyone providing services at Orly's House, including reference checks and Disclosure and Barring Service checks.
- 20.3. Whilst we make every effort to ensure that any third parties engaged by us for the provision of services to Founding Family Members possess the highest skill, talent and reliability, OurHouse shall, to the greatest extent permitted under applicable law, not be liable for any

loss, expense or damage arising from any failure by any third party to provide services to Founding Family Members, including but not limited to the provision of entertainers or party organisers.

21 Filming, Photography & Social Media

- 21.1. From time to time, we will conduct filming, photography and/or audio recording within Orly's House which may capture Founding Family Members and their child(ren) for the purposes of internal and external promotion. Upon becoming a Founding Family Member, Founding Family Members will be asked to sign a photography, videography and audio consent release [form available here](#) (the "**Data Processing Consent and Release Form**") on their own behalf and on behalf of their child(ren) authorising OurHouse Group to process such data for internal and external promotion purposes.
- 21.2. Our Data Processing Consent and Release Form may evolve from time to time, OurHouse Group may therefore ask existing Founding Family Members to provide and/or confirm their consent to the processing of their data set out above. We will contact you if this is required.
- 21.3. OurHouse retains all rights, title and interest in any such content and will only use them for the purposes described above where permission has been given.
- 21.4. In addition to our right to capture film and photographs pursuant to the above, we understand that our Founding Family Members may wish to capture personal moments of themselves and their children enjoying activities within Orly's House.
- 21.5. To ensure that everyone attending Orly's House feels comfortable, and to maintain the quality and focus of our classes, events and communal spaces, everyone must at all times adhere to the following policies in respect of photography and video recording:
 - 21.5.1. the taking of photos and videos are only permitted of your own child(ren) and only where doing so does not disrupt the experience of others;
 - 21.5.2. photography and filming during classes is allowed, provided that phone use is kept to a minimum and the activity of the class is not disrupted;
 - 21.5.3. Founding Family Members, Named Caregivers and their guests must immediately comply if a member of our staff asks them to pause, restrict or refrain from photography or filming at any time;
 - 21.5.4. Photographing or filming other Members of Orly's House, their child(ren) or Named Caregivers, guests or any member of OurHouse staff is not permitted without their express prior consent; and
 - 21.5.5. Founding Family Members must not post images or videos of other Members of Orly's House, their child(ren) or Named Caregivers, guests or any members of our staff on any social media platform without the explicit permission from those featured.
- 21.6. Founding Family Members, Named Caregivers and guests must be aware that photographs and video recording is strictly prohibited at all times in our changing rooms, Crèches and Kids Clubs. Any person who is found to have taken photographs or videos in such locations may be asked to immediately leave Orly's House and we reserve the right to terminate a Founding Family Membership depending on the severity of such a breach. Without prejudice to the foregoing, members of our socials teams may on occasion take photos within our Crèches and Kids Clubs for use on our channels. All required consents in accordance with data privacy laws will be obtained prior to any such media being obtained or published.

22 Force Majeure

- 22.1. We shall not be in breach of our obligations or be liable for any failure or delay in performing such obligations under the Contract where any such failure or delay is as a result of a cause or circumstance which was beyond our reasonable control.
- 22.2. Examples of what would constitute a circumstance which would be deemed to be beyond our reasonable control (a Force Majeure Event) would include, but not be limited to, things such as acts of God, fire, explosion, adverse weather, flood, earthquake, riot, civil commotion, terrorism, war, strikes or industrial disputes, accidents, acts of government, pandemic, lack of powers, etc.
- 22.3. In the event that such a Force Majeure Event occurs, we shall promptly notify you of such a Force Majeure Event.
- 22.4. OurHouse reserves the right to temporarily suspend any of the services which they from time to time offer to its Founding Family Members, including closing parts of or the entirety of Orly's House, during such a Force Majeure Event.
- 22.5. Where services are suspended due to a Force Majeure Event, Fees will continue to be due and payable, but monthly Founding Family Membership terms will be extended accordingly to take into account any periods of time when Orly's House is closed.
- 22.6. In the event the Force Majeure Event continues for a consecutive period of more than 90 days, either party may terminate the Contract with written notice to the other party.

23 Complaints

- 23.1. We understand and acknowledge that disagreements may take place in Orly's House or individuals may wish to raise complaints.
- 23.2. All complaints should be made in writing, setting out in as much detail the precise nature of the circumstance giving rise to any such complaint and attaching any evidence or supporting documentation where possible, and sent to the membership team by email at the address specified in clause 6.5.
- 23.3. Following receipt of a complaint, our team will conduct a thorough review of the case and make a decision as to what, if any, steps are to be taken.
- 23.4. Our decision regarding any complaint is final and not capable of any form of appeal, and no explanation need be given to support our decision. To protect the privacy and confidentiality of all Members, we do not share details of any actions taken in response to complaints involving other individuals. While we take all concerns seriously and ensure that a thorough investigation is always carried out, outcomes relating to other Members or their connected parties will at no times be disclosed. If you are not satisfied with the outcome this clause does not prevent you from going to court.

24 Membership App

- 24.1. Membership App is integral to our memberships. Our Membership App enables Members to book classes and activities. All Members must download the Membership App. Our team will guide Members joining Orly's House as part of their induction and welcome to their club.

The Membership App is available for IOS and Android devices. Further information about the Membership App can be found on the Members page of our website.

25 General

- 25.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.
- 25.2. A waiver of any right under these T&Cs or House Rules is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract shall constitute a waiver of that, or any other, right or remedy, nor preclude or restrict its further exercise.
- 25.3. The Contract (together with the documents referred to in it) constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 25.4. Each party acknowledges that in entering into the Contract, they do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract or those documents.
- 25.5. Except for each entity in the OurHouse Group, a person who is not a party to the Contract shall not have any rights under or in connection with this Contract by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 25.6. We reserve the right to assign, transfer, subcontract or deal in any other way with any of our rights under this Contract and you acknowledge that we may novate any of our obligations under this Contract to any third party or agent without your consent.
- 25.7. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 25.8. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).