

OurHouse Terms & Conditions

1. Introduction & About

1.1. 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 terms and conditions ("T&Cs") are as clear and transparent as possible to enable you to understand how things will work between us when you join our clubs. Please remember that if you sign up to any of our facilities or classes, additional terms and conditions may apply.

1.2. The OurHouse Group comprises of our family members clubs, all of which are owned and/or operated by OurHouse Group Limited ("OurHouse Group") or other members of the OurHouse Group.

Contract formations and amendments

1.3. When a member ("Member") joins a club, they are contracting with the OurHouse Group company operating the specific club they are joining as set out in the table below.

Club	Contracting entity
Jaego's House	OurHouse Jaego's Limited
Jesse's House	OurHouse Jesse's Limited

1.4. We reserve the right, in our absolute discretion, to change the OurHouse Group company with whom a Member contracts from time to time. We will inform Member(s) 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.

1.5. In these T&Cs, 'OurHouse', 'we', 'us', or 'our', shall mean OurHouse Group Limited and/or the other members of the OurHouse Group as the context requires.

1.6. We recognise that, from time to time, you may have questions about your membership. Whilst our members of staff across all of our clubs will try and help you navigate your 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 our team has told you unless it is confirmed in writing by a member of our membership team or a Manager of the club in question. Our members of staff across our clubs do not have the authority to bind the OurHouse Group and/or the other members of the OurHouse Group.

1.7. These T&Cs and our House Rules together with the form completed at the time a Member joins one of our clubs filled out online, collectively forms a contract between us and the Member and governs our contractual relationship (the "Contract").

1.8. We reserve the right to make reasonable amendments to these T&Cs and our House Rules, at any time. If we do this, we will give Members reasonable advanced notice. Members should be aware, therefore, that the T&Cs and House Rules are subject to change, and it shall be the responsibility of all Members to ensure they are familiar with and understand the contents of the T&Cs and House Rules at all times.

1.9. In the event we make any changes to these T&Cs which are materially prejudicial to our members, a Member has the right to notify us in writing within thirty (30) days of notification to them of the change

of their wish to terminate their membership. Upon receipt of such notification, a member will only be charged on a pro-rata basis up until the date we receive their request to cancel. Continued use by Members of our clubs and services following the thirty (30) day period after notification to them of changes to these T&Cs and House Rules constitutes formal acceptance by such Member of the modified terms which will then govern our relationship.

1.10. We can make changes to our services (the way we operate our clubs) 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 our clubs.

Any person who does not comply with our T&Cs and House Rules 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, any of our clubs and in the case of Members, may have their membership terminated by us.

1.11. Any special measures and temporary operational rules which might be on display in various parts of our clubs from time to time take precedence over any of the terms contained in these T&Cs and/or in our House Rules.

2. Membership

2.1. Our membership system is designed to ensure that when a Member joins one of our clubs, they have the best possible club experience. To achieve this, we release memberships periodically. Any person wishing to become a Member of one of our clubs must complete an online form through the OurHouse Group's website (the "Joining Form"). By completing and submitting your Joining Form, you confirm to us that you have read, understand, and agree to be bound by, these T&Cs, the House Rules and any other policies which may have been provided to you at the time of submission of your Joining Form all of which form the Contract between us.

2.2. Membership of our clubs is granted on an entirely discretionary basis – we make the final decision on who shall become a Member of our clubs 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.

2.3. Membership entitles Members to use the facilities available from time to time at the club to which they sign up to become a member of and in accordance with the category of their membership. We offer different types of memberships and facilities at each club, and the types of memberships and facilities offered by us will differ from club to club and may change from time to time. We may in particular introduce or discontinue the types of membership on offer at any time.

2.4. 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 one of our clubs.

2.5. It is important for the safety and security of all of our Members, their children, our employees, and anyone else who might attend our clubs that we have current details of all our Members on a database which we keep and maintain. This includes storing a digital photograph of each Member, the children registered to their account, and any Named Caregivers they might nominate. By becoming a Member, you agree that we can hold your, your children's, and any Named Caregivers' personal details (including a digital photograph) to use in connection with your 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.

2.6. When completing a Joining Form, prospective members must take care that the details they provide are accurate, including any contact details given. It is the responsibility of all Members to ensure that their details remain up-to-date and that they swiftly inform us of any changes.

2.7. Memberships are strictly non-transferable. Each membership is personal to the named Members on an account and cannot be transferred or assigned to another individual or family. To protect all of our Members, we may ask to see another form of identification before we allow you into our clubs.

2.8. We reserve the right to end your membership immediately if another person not expressly authorised to use it under these T&Cs uses your membership. Please read Clause 4 'Cancellation of membership' for further details about our rights to terminate your membership.

2.9. Each Member warrants at the time of submission of a Joining Form that, in respect of any child they name in such Joining Form, they are authorised to give legal consent for such child as their parent, guardian or the person in loco parentis of such child.

3. Membership Term

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

3.1 Subject to Clause 3.3 below, all our memberships have a statutory 14-day cooling-off period starting on the date your Contract is formed (the "Statutory Cooling-off Period"). You are entitled to cancel your Membership and receive a full refund of any fees paid (including your Joining Fee) by contacting us during the Statutory Cooling-Off Period. Where we receive your notice to cancel your membership during the Statutory Cooling-Off Period, we will endeavour to process any refund under this Clause 3.1 as soon as possible and within 14 days of receipt of your notice to cancel your membership.

3.2. For the avoidance of doubt, should a Member provide written notice to us to cancel their Membership which is received by OurHouse Group prior to end of the Statutory Cooling-Off Period, the Contract which has been formed between us will immediately be cancelled.

3.3. If the starting date for access to the club you have selected in your Joining Form (your "Start Date") occurs before the Statutory Cooling-Off Period has ended, you agree that if you subsequently cancel your membership within the Statutory Cooling-Off Period, then we may (if we are required to do so by law) give you a refund of your Joining Fee less an amount to reflect your usage of the club during the Statutory Cooling-Off Period.

Additional Cooling-Off Period (prior to your Start Date)

3.4. In addition to your Statutory Cooling-Off Period, we offer to our Members an extra cancellation period that applies from the end of the Statutory Cooling-Off Period up to your Start Date (the "Additional Cooling-Off Period"). For the avoidance of doubt, the Additional Cooling-Off Period will not apply where your Start Date occurs during the Statutory Cooling-Off Period.

3.5. If you cancel during the Additional Cooling-Off Period, you will receive a full refund of all fees paid, including your Joining Fee. We will endeavour to issue any refund due under this Clause within 30 days of receiving your cancellation notice.

Grace Period (after your Start Date)

3.6. We further allow our Members to cancel their Membership within 14 days of their Start Date (the "Grace Period").

If you cancel your membership during the Grace Period, then we will (if we are required to do so by law) give you a refund of your Joining Fee less a pro-rated amount to reflect your usage of the club during the Grace Period.

3.7. Following the expiration of the Statutory Cooling-Off Period or Additional Cooling Off Period or Grace Period (whichever is later), if no written notice of cancellation has been received by us, the Contract will then continue for an initial fixed period of 6 calendar months' thereafter (the "Initial Term").

3.8. Following the end of the Initial Term, the Contract shall then continue on a rolling basis for successive period of 2 calendar months (each a "Renewal Term") until terminated or cancelled by you or us in accordance with these T&Cs.

Summer Flexi Membership

3.9. In addition to our standard membership categories, we offer a Summer Flexi membership option. This option is made available at our discretion and we reserve the right to stop offering it to new or current Members at any time. To check availability of the Summer Flexi Membership please get in touch with our membership team. The Summer Flexi membership is an all-inclusive membership with a 50% premium on the standard monthly all-inclusive full week membership fees, plus any joining fees, at the rates in effect when you enrol. Please contact our membership team before enrolling to confirm the current Summer Flexi rates.

3.10. The Summer Flexi membership does not have an Initial Term. Following the expiration of the Statutory Cooling-Off Period, Additional Cooling-Off Period or Grace Period (whichever is later), the Summer Flexi membership shall operate on a rolling basis for successive periods of 1 calendar month (each a "Summer Flexi Renewal Term"). Due to the flexible month-to-month nature of the Summer Flexi membership, freeze rights under Clause 8 do not apply. Members who need to take a break may instead cancel their membership and re-enrol when the Summer Flexi option is next available.

3.11. A Summer Flexi Member may cancel their membership by providing not less than one (1) full calendar month's prior written notice to our membership team. By way of example, a notice to cancel a Summer Flexi membership received on 13 March would mean that the final membership fee would be collected on 1 April, with the Contract terminating on 30 April. For the avoidance of doubt, the cancellation provisions under Clauses 4.1 and 4.2 shall not apply to Summer Flexi memberships. Summer Flexi Members retain the statutory 14-day cooling-off right under Clause 3.1, the Additional Cooling-Off Period under Clauses 3.4 and 3.5, and the Grace Period under Clauses 3.6 to 3.8.

3.12. A Summer Flexi Member may at any time request to convert their membership to a standard membership by notifying our membership team. Upon conversion, the Member's Initial Term (as set out in Clause 3.7) shall commence from the date of conversion and the Member shall be charged the standard membership fees in effect at the time of conversion. For the avoidance of doubt, no additional Joining Fee shall be payable upon conversion as a Joining Fee will already have been paid at the time of enrolment on the Summer Flexi membership.

3.13. A Member on a standard membership who has completed their Initial Term may request to convert to a Summer Flexi membership by providing not less than one (1) full calendar month's prior written notice to our membership team. The conversion will take effect from the first calendar day of the month following the one month notice period.

4. Cancellation of Membership

4.1. A Member is not permitted to cancel their membership during the Initial Term – this is a fixed term and is the minimum period of membership.

4.2. Following the conclusion of the Initial Term, the Contract between us will be rolling and Members are permitted to cancel their membership and terminate their Contract with us by notifying us in writing of their desire to do so with not less than two (2) full calendar months' prior written notice.

4.3. By way of example, and for the avoidance of doubt, a notice to cancel a membership received on 13 March would mean that the final membership fee would be collected on 1 May, with the Contract terminating on 31 May.

4.4. You can also terminate your membership at any time if we give you notice (under Clause 1.8) that we intend to

(a) change the location of your club; or

(b) close your club permanently.

4.5. Any notice of cancellation should be sent by a Member to the designated membership email address for the club to which they are a member. Such details will be provided to each Member on their Membership Form and is available on our websites for each club.

4.6. 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.

4.7. 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.

5. Joining Fee

5.1. All Members are required to pay a one-time joining fee per membership at the time of submitting their Joining Form (the "Joining Fee").

5.2. Subject to Clauses 3.3 or 3.5, the Joining Fee is non-refundable save in circumstances where you do not decide to join one of our clubs.

5.3. Should a Member terminate their membership with us at any time after the Statutory Cooling-Off Period or Additional Cooling-Off Period or Grace Period (whichever is later) and then submit one or multiple application(s) in the future to re-join, a further Joining Fee will be due for any such subsequent application.

6. Membership & Additional Fees

6.1. All 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 or any OurHouse Group company. OurHouse Group does not accept any other method of payment for membership fees.

6.2. At the time of completion of a Joining Form, Members will be asked to complete a Direct Debit mandate authorising us to charge such Member the membership fees in accordance with their Joining Form as well as any other amount owed by such 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 membership fees, the "Fees").

6.3 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). 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.

6.4 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 6.4.

6.5. All Fees must be paid without deduction or set-off, and it is a 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.

6.6. 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).

6.7. If payment of 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 membership until such time as the arrears are paid in full, together with any interest which we might levy in accordance with clause 6.10. of these T&Cs.

6.8. Should a Member persistently fall into arrears of membership fees and/or Additional Fees, or should any 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 Member's membership with all Fees for that current period remaining a debt due and owing to OurHouse Group.

6.9. In addition to the provisions of clause 6.8, it is within our discretion to change our membership fees at any time and we will make every reasonable effort to provide all Members with not less than 30 days' written notice of any change in our membership fees under this clause 6.9. 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 membership fee.

6.10. We reserve the right to charge 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.

7. Changes to Membership Category

7.1. 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 are 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.

7.2 Only members of our membership team are authorised to approve changes to your current 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.

7.3. We appreciate that sometimes circumstances change, and Members may therefore wish to make amendments to the category of their membership. We allow Members to change their membership package, subject to the terms and conditions outlined in this clause 7.

7.4. 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.

7.5. Requests to upgrade a membership (such as adding additional family members, changing to an all-inclusive package, etc) 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.

7.6. Requests to downgrade a membership (such as removing family members, changing from all-inclusive to general access, from full week to weekday, removing a Named Caregiver etc.) can only be made after the expiration of the Initial Term. Following the expiration of the Initial Term, Members wishing to downgrade their membership must provide not less than one (1) calendar months' prior written notice to the membership team of their request to downgrade their membership. Any requests

to downgrade a membership will take effect from the first calendar day of the month following the one month notice period.

7.7 By way of example, and for the avoidance of doubt, a notice to downgrade a membership received on 13 March would be deemed received on 1 April, and take effect on 1 June.

7.8. If at any time there is a pending change to a Member's category of membership, no further request for change can be made until any existing change has taken effect.

7.9. Members who request to downgrade their membership must be aware that it may not be possible to upgrade their membership in the future – our clubs have maximum capacities and to ensure a consistently high level of service across all of our membership categories we limit the numbers of members in any given category.

7.10. Members are only permitted to make up to four requests to amend their membership category within any 12-month period.

8. Freezing of Membership

8.1. OurHouse Group appreciates that life can take unexpected twists and turns, and that consequently our members may need to temporarily pause their membership for a period of time.

8.2. Following the expiration of a Member's Initial Term, a Member may write to our membership team, on not less than one month's prior notice, with a request to freeze their membership.

8.3. The freezing of a membership must be for a minimum period of 1 month, and a maximum period of 2 months, 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.

8.4. Whilst normal membership fees will not be charged during a period when a Member's membership is frozen, a fee of £50 per month will be charged to Members in relation to their membership during such periods. This fee is non-refundable and must be paid in advance of the freeze period commencing at the time of the request of the freeze – freeze requests are not confirmed until written approval confirming such freezing has been sent to a Member by our membership team and the freeze fee has been paid for the entire duration of the requested freeze. For the avoidance of doubt, Members are only allowed to freeze their membership as a whole and are not allowed to freeze their membership in relation to the secondary adult, their Named Caregivers or children.

8.5. Should a Member wish to unfreeze their membership early, they will be permitted to do so, and a pro-rated monthly membership fee will then be applied. The £50 per month freezing fee will not be returned.

8.6. Members who wish to terminate their membership whilst their membership is frozen must serve the required cancellation notice period. The cancellation notice period will, however, only start running after the membership's freeze period ends.

9. Named Caregivers

9.1. We understand that it might not always be possible for Members to accompany their children to their club and consequently our membership allows for Members to add, at an additional fee of £48 per month at Jesse's House and £35 per month at Jaego's House, up to one additional adult (a "Named

Caregiver") who shall be granted access to our clubs for the purposes of accompanying Members' children.

9.2. The following provisions govern the rules for Named Caregivers and must at all times be adhered to:

9.2.1. in order for a Member to add a Named Caregiver to their membership, they are required to complete and return to us a Named Caregiver Request Form.

9.2.2. a Named Caregiver must be a grandparent, permanent nanny, childminder, babysitter or other professional caregiver employed or engaged by the Member to provide regular childcare for their children;

9.2.3. we reserve the right to request verification of the Named Caregiver's caregiving role (such as requesting to see any contract of employment a 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;

9.2.4. the Named Caregiver may not be frequently changed or rotated – the Named Caregiver must be an individual who provides regular care to a Member's child(ren), unless they are a grandparent;

9.2.5. we understand that childcare arrangements do occasionally change and therefore we do allow Members to swap the individual who is the Named Caregiver in their account. In order to do so, 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;

9.2.6. Named Caregivers may only access the common areas of our clubs 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, swimming pools for adult-only use or co-working areas which are reserved exclusively for our Members;

9.2.7. Named Caregivers must comply at all times with the House Rules while attending any of our clubs – it is the responsibility of the 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 our clubs and could result in us terminating a Member's membership.

9.3. For the avoidance of doubt, a Named Caregiver may not be a family member of a 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 membership then they must be added as a secondary adult member under your membership package (subject to applicable additional membership fees).

10. Termination or Suspension of Membership

10.1. 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 our clubs. 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 your club and to immediately terminate your membership. We will of course exercise our rights reasonably, and in compliance with all applicable laws.

10.2. Failure by a 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 Member's membership. We will of course exercise our rights reasonably, and in compliance with all applicable laws. In such cases, the 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.

10.3. OurHouse Group at all times reserves the right to terminate a Member's 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 Member's membership for reasons other than a Member's breach of the Contract, we shall refund to such Member, on a pro-rata basis, any such Fees they may have paid for periods following the date of our termination.

10.4. Should a Member behave within or outside our clubs 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 our clubs, or is in any way is harmful to the reputation or interests of OurHouse, we have the right to suspend such a 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 Member is to be allowed access back to the clubs following such an investigation, or whether their membership is to be terminated.

10.5. If we cancel your membership for any of the reasons in clauses 10.1 to 10.4, 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 membership. We will also not accept any future Joining Form you make for membership to any of our clubs, and you will not be allowed to enter any of our clubs as a guest or for any other reason.

10.6. During the period when a Member is suspended, the Member shall remain liable to us for the payment of all Fees in the normal way, but they, their children, any secondary adults and any Named Caregivers will be denied access to our club pending the results of our investigation.

10.7. Members are at all times responsible for the conduct of their children, Named Caregivers and any guests they bring to any of our clubs. 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 our club, and we reserve the right to terminate a Member's membership following any such incident.

10.8. Any termination under this clause 10 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.

11. Use of our Clubs

11.1. We are a members-only club: access to our clubs is strictly reserved for Members, their children named on their account, any Named Caregivers, and any Member's guests in accordance with our guest policy outlined in these T&Cs.

11.2. Access to our clubs is only permitted during operational hours which may vary from time to time and can vary between clubs.

11.3. For the safety and security of everyone at our clubs, every visitor to our clubs is required to check-in at reception upon arrival. Adult Members 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.

11.4. Members or Named Caregivers must at all times remain on club premises whenever their child(ren) are at the club – this includes when their children are under our supervision in our Crèches or Kids Clubs.

11.5. Save for when we might be hosting private events, we endeavour to have all of our facilities available to Members at all times when our clubs are open. However, there are occasions when we may be required to close certain areas of our clubs for essential maintenance or repair, or for reasons which are beyond our control. Whilst we will make every effort to reduce the disruption caused to Members by any such closure, we are unable to offer Members any refunds of membership fees and/or Additional Fees for periods when certain facilities may be closed or out of use.

11.6. Our clubs are closed a set number of days per year, during which time membership fees continue to be due. All of our clubs are closed during the period from and including Christmas Eve, to and including New Year Day, with a limited service resuming on 2nd January. Our clubs also have various inset days during the year which differ from club-to-club. Details of the dates of our inset days when our clubs will be closed are available on the opening hours page of our website for each specific club.

11.7. Members, Named Caregivers or their guests must settle their bills before leaving any of our clubs. We do not offer credit or the ability for members to charge bills for food and drink to their account. In cases where bills remain unpaid, the Member who signed the guest(s) into the club will be held responsible for the outstanding amount.

11.8. Whilst in any of our clubs, Members, their children, Named Caregivers and their guests must at all times act in a manner that is respectful and courteous towards other Members, 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.

11.9. For the avoidance of doubt, whilst attending any of our clubs, Members, their children, Named Caregivers and any guests must:

11.9.1. conduct themselves in a manner suitable for a family environment and act accordingly. This covers the use of offensive and/or abusive language;

11.9.2 comply with all policies in place from time to time;

11.9.3 always comply with any management instructions and ensure every team member is treated with courtesy and respect;

11.9.4. respect the privacy of all other Members including guests, as well as all employees and contractors who may be on site at any of our clubs from time to time;

11.9.5. not take photographs of any other Members or any other Member's guests or children and must adhere to the terms of our policy on photography within our clubs;

- 11.9.6. not bring any animals or pets into our clubs except where required for the provision of medical assistance;
- 11.9.7. not bring any food or drink into any of our clubs, with the exception of provisions for babies under 12 months of age;
- 11.9.8. not bring any non-prescription drugs or illegal substances into our clubs;
- 11.9.9. not take any items from our clubs, ensuring that their children do not inadvertently leave our premises with toys, etc;
- 11.9.10. 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;
- 11.9.11. not use mobile phones or personal audio equipment so as to cause nuisance or annoyance to other Members, their Named Caregivers and their guests;
- 11.9.12. only use The Study / Co-Working space for general office purposes;
- 11.9.13. not use our clubs 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;
- 11.9.14. 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;
- 11.9.15. Not engage in any activity at our clubs 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;
- 11.9.16. not smoke (including vaping) anywhere within our clubs; and
- 11.9.17. comply with all applicable laws and regulations.

11.10. Whilst any Member, Named Caregiver or guests are in attendance at any of our clubs, 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 Members directly, or appear on our website.

12. Guests

12.1. Members are provided with a certain number of monthly guest passes which entitles them to bring guests into our clubs as part of their membership. The number of monthly guest passes varies depending on a Member's membership category – Members can check how many guest passes they have through the Members' Portal and/or Membership App.

12.2. Members are only permitted to bring up to three (3) guests into our clubs at any one time – this is to prevent overcrowding and ensure that our clubs are able to deliver consistently high levels of service for all Members.

12.3. Guest access is subject to the overall capacity of our clubs 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 Member events.

12.4. Guests are not permitted during a Member's Statutory Cooling-Off Period or Additional Cooling-Off Period or Grace Period.

12.5. All guests must be pre-registered on the Member's Portal and/or Membership App before they visit our clubs and must be signed-in on arrival at reception to ensure the safety and security of our clubs. A particular guest can only be registered as a Member's guest for a single Member at a time.

12.6. A particular guest shall only be permitted to use a Member's guest pass up to once per month, and a total of twelve (12) times in any twelve-month period. We reserve the right to refuse entry to any guest who has exceeded the 12-month quota for attending as a guest.

12.7. The use of guest passes can only be requested by the primary Member named on the membership account and secondary 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.

12.8. 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 the club, or to expel them if we believe their behaviour falls short of our expected levels.

12.9. Guests must be accompanied at all times by a Member (primary or secondary) – Named Caregivers are not permitted to bring guests into our clubs. A Member who has brought a guest or guests into a club may not leave the club prior to the departure of their guest(s).

12.10. Guests are not permitted to access any areas of our clubs which are designated as Member-only, including our gyms, studios, class studios, Crèches, Kids Clubs and swimming pools.

13. Classes and Activities

13.1. Depending on a Member's membership category, they will be entitled to a certain number of Crèche and Kids Club hours and kids and adult fitness classes. A Member's entitlement, depending on their membership category, can be found through the Member's Portal and/or Membership App.

13.2. We reserve the right to amend at any time which classes and activities are included within our membership categories and will write to our Members should we propose making any such changes.

13.3. 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.

13.4. Our booked classes and activities are very popular, and in order to ensure fairness for all of our Members, we operate a waitlist system and a strict cancellation policy for any pre-booked activities at our clubs. If a Member is unable to attend an activity which they have booked into, they must cancel such a booking through the Member's Portal or Membership App as soon as possible. Please note that:

13.4.1. cancellations received up to 1 hour prior to a booking taking place will not incur a £10 no-show fee and the Member will not lose their credit in relation to the relevant class or activity;

13.4.2. it is not possible to cancel booked classes and activities within 1 hour of a booking taking place. Members who do not attend their class or activity but who have not cancelled such class or activity in accordance with Clause 13.4.1 will incur a £10 no-show fee which will be charged in accordance with Clause 6;

13.4.3. if a General Access Member's cancellation is received within 24 hours prior to a booking taking place or the Member's cancellation is governed by Clause 13.3.2, the General Access Member retains a credit in relation to class or activity in question.

13.4.4. other than the no-show fee under Clause 13.4.1, no late cancellation fee shall be payable by the Members.

13.5. If a class or activity is fully booked, Members can join a waiting list ("Waitlist"). A General Access 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, 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. Members will be notified by email and SMS when they have been moved from a Waitlist and enrolled in the relevant class or activity. Members can, at all times, monitor their position in the Waitlist in their Membership App.

13.6. We reserve the right to suspend Members from making bookings for classes and activities if they frequently fail to provide more than 1 hour' notice of cancellation and/or persistently no-show for bookings they have made irrespective of their payment of the Additional Fees. The time for any such suspension shall be at our sole discretion and shall depend on the number of incidents which has occurred.

13.7. 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.

14. Personal Property

14.1. We discourage our Members from bringing valuables into our clubs. Any Member, child, Named Caregiver or guest who does bring any items of value with them when attending our clubs 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 our clubs.

14.2. 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 our clubs. 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.

15. Accidents and Liability

15.1. Members acknowledge that participation in activities at our clubs, 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 Members, their children, Named Caregivers and guests.

15.2. It is the responsibility of all 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 our clubs, 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.

15.3. Members and Named Caregivers, both on behalf of themselves and on behalf of their children, and guests warrant and represent that, before they partake in any activity at our clubs, 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.

15.4. Members, Named Caregivers, their children and guests are strictly prohibited from entering any of our clubs whilst suffering from any infectious or contagious illness, disease or other ailment. If any Member, Named Caregiver, their children or guests are unsure as to whether they are well enough to attend one of our clubs, we urge them to refrain from attending our clubs until they have returned to full health.

15.5. Every Member, at the time of submitting their Joining Form for membership, 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 Member – failure to sign and return such a waiver to us will see your membership application declined.

15.6. All guests attending our clubs 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.

15.7. By agreeing to become a Member, and entering the Contract with us, Members have acknowledged the inherent risks of accident and personal injury as a result of using our clubs and have voluntarily accepted and assumed such risk. Consequently, all 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 Members, Named Caregivers, their children or guests whilst on club premises, except in so far as it can be proven that such death or personal injury relates directly to the wilful act, neglect or default of OurHouse or its agents, affiliates, associates, staff or any other connected party.

15.8. Nothing in these T&Cs affects or limits the statutory rights of Members, Named Caregivers or guests for any death or personal injury arising from our negligence or the negligence of our staff.

15.9. Any accidents or injuries suffered by anyone whilst visiting our clubs should immediately be reported to a member of staff who will advise of any further action which may need to be taken.

16. Infectious Control Policy

16.1. 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 all of our clubs.

16.2. 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 Members, Named Caregivers and any guests attending our club to read and understand our Infection Control Policy here. It is the responsibility of everyone who attends our clubs to make sure they adhere to the terms contained therein.

17. Privacy & Data

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

18. Entertainers, Party Organisers and Contractors

18.1. As we offer a wide range of different classes, activities and events for our Members, we often engage certain contractors on a temporary or ad hoc basis to assist us with the provision of such activities.

18.2. All measures are put into place to ensure, so far as we are able, the suitability of anyone providing services at our clubs, including reference checks and Disclosure and Barring Service checks.

18.3. Whilst we make every effort to ensure that any third parties engaged by us for the provision of services to 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 Members, including but not limited to the provision of entertainers or party organisers.

19. Filming, Photography & Social Media

19.1. From time to time, we will conduct filming, photography and/or or audio recording within our clubs which may capture Members and their child(ren) for the purposes of internal and external promotion. Upon becoming a Member, 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.

19.2. Our Data Processing Consent and Release Form may evolve from time to time, OurHouse Group may therefore ask existing 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.

19.3 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.

19.4. In addition to our right to capture film and photographs pursuant to the above, we understand that our Members may wish to capture personal moments of themselves and their children enjoying activities within our clubs.

19.5. To ensure that everyone attending our clubs feel 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:

19.5.1. 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;

19.5.2. 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;

19.5.3. 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;

19.5.4. Photographing or filming other Members, their child(ren) or Named Caregivers, guests or any member of OurHouse staff is not permitted without their express prior consent;

19.5.5. Members must not post images or videos of other Members, 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.

19.6. 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 our club and we reserve the right to terminate a Member's memberships 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 Little House's channels. All required consents in accordance with data privacy laws will be obtained prior to any such media being published.

20. Force Majeure

20.1. 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.

20.2. 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.

20.3. In the event that such a Force Majeure Event occurs, we shall promptly notify you of such a Force Majeure Event.

20.4. OurHouse reserves the right to temporarily suspend any of the services which they from time to time offer to its Members, including closing parts of or the entirety of any of our clubs, during such a Force Majeure Event.

20.5. Where services are suspended due to a Force Majeure Event, Fees will continue to be due and payable, but monthly membership terms will be extended accordingly to take into account any periods of time when our clubs are closed.

20.6. 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.

21. Complaints

21.1. We understand and acknowledge that disagreements may take place in our clubs or individuals may wish to raise complaints.

21.2. 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 for the specific club to where such a complaint pertains.

21.3. 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.

21.4. 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.

22. OurHouse Group's Membership App

22.1. The OurHouse Group Membership app (the "Membership App") is integral to our Members' membership. Our Membership App enables Members to book classes and activities. All Members must download the Membership App. Our team will guide Members joining our clubs 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.

23. General

23.1. 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.

23.2. 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.

23.3. 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.

23.4 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.

23.5. 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.

23.6. 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.

23.7. 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.

23.8. 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).