

CHARTERHOUSE CLUB

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TERMS AND CONDITIONS OF CLUB MEMBERSHIP

March 2026

1) Introduction

This document sets out the terms and conditions (the “**Terms**”) upon which a Member may use the Charterhouse Club facilities. Charterhouse Enterprises Ltd and Members agree to be bound by these Terms.

These Terms and Conditions supersede all and any Terms and Conditions of Club Membership previously issued.

2) Definitions

Adverse Weather Programme means where adverse weather prevents Pupils of the School from engaging in outdoor sports activities and such sports activities during term time are moved to the Charterhouse Club. **Charterhouse Club** means the Queen’s Sports Centre constructed by the School (as defined below) to provide indoor sports facilities for Pupils of the School. It is located within the private grounds of Charterhouse School and operates as a dual-use facility, offering facilities and membership to the local community. Charterhouse Club is operated by Charterhouse Enterprises Ltd as a Member’s only Club. Charterhouse Enterprises Ltd registered address is Charterhouse, Godalming, Surrey, GU7 2DX.

Duty Manager means a person from Management on duty that day at the Charterhouse Club.

Guest Members means those individuals who have been invited by a Member to use the facilities on a day basis only. The Member remains responsible for his or her guest at all times whilst on the premises and using the facilities.

Management means the Charterhouse employees responsible for managing the day to day running of the Charterhouse Club.

Membership Administration means the Charterhouse Club administration team which can be contacted on customersupport@charterhouseclub.co.uk.

Members means a club member from the local community who is benefiting from the facilities pursuant to these Terms. This includes all recurring and fixed term memberships unless otherwise expressly exempt from these Terms.

Pupils means the students of the School.

Rules means all the Charterhouse Club rules and guidelines that apply to the hiring and using of the Charterhouse Club including but not limited to no smoking policy and Health & Safety regulations.

School means the Charterhouse School, which is an independent day and boarding school situated at Charterhouse Road, Godalming, Surrey GU7 2DX.

3) General Conditions

- a) Due to the sensitive nature of the environment, Members are required to abide by the Rules to ensure that the health, safety, welfare, and safeguarding arrangements are complied with at all times.
- b) Charterhouse Club is a dual-use facility and as such, School requirements have priority and may take precedence at certain times. Occasionally, facilities may be unavailable to Members at short notice to allow for unforeseen School activities or School fixtures over-running.
- c) The Management reserves the right to implement an Adverse Weather Programme on behalf of the School on any day, Monday to Saturday, during term-time giving exclusive use of the Swimming Pool, Sports Hall, and Activity Studio between the hours of 09.00 and 22:00. The decision to implement the Adverse Weather Programme will be by agreement between the School and Management. Any Member subject to cancellation as a result of the Adverse Weather Programme will be reimbursed for any direct fees paid in respect of that booking only.
- d) Details of Charterhouse Club’s current opening hours and facilities are displayed on Charterhouse Club’s website www.charterhouseclub.co.uk.
- e) The Management reserves the right to vary, at short notice, the opening times of Charterhouse Club or the times at which specific facilities are open to allow for repair or maintenance as necessary without compensation.

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- f) Charterhouse Club may from time to time amend or add to these Terms for security, legal, regulatory or operational reasons. Terms will be displayed on Charterhouse Club's website at www.charterhouseclub.co.uk.

4) Membership

Membership Types and Categories

- a) Membership types and categories can be found on the Club's website at: www.charterhouseclub.co.uk
- b) Charterhouse Club offers different categories of membership. A Member's choice of category upon joining will determine the fees the Member pays and restrictions that may apply to facilities and/or times of access.
- c) A Member may change to any other available membership via the online membership system. This can only be actioned between Memberships of the same type (membership types are recurring or fixed term payment).
- d) Charterhouse Club may from time to time make changes to the entitlement of existing or introduce new categories of membership. A minimum of one month's notice will be given of any changes to an existing membership category. The Management shall be under no obligation to renew or extend an individual's membership but in the event of such renewal or extension, the conditions set out in these Terms shall continue to apply, except as expressly stated.
- e) Charterhouse Club reserve the right to amend membership and activity fees with not less than 2 weeks' notice.
- f) The Charterhouse Club operates a paperless membership administration system, and it is a condition of membership that a Member's contact details are maintained accurately and up to date including an active email address and phone number through which the Member can be contacted. Members are required to update their details in their account using the online membership system or to email customersupport@charterhouseclub.co.uk in the event of a data field required in the system preventing a change.

Starting Your Membership

- a) Once the membership is live on the online membership system, known as "Flow", a Member is treated as joining the Charterhouse Club and the Member is bound by these Terms.
- b) The Management reserves the right to refuse an application for membership at their discretion.
- c) When a Member joins Charterhouse Club, they will need to make certain payments. The amount a Member pays will depend on their membership type purchased. A Member cannot use Charterhouse Club until their membership is live and the relevant payment made.
- d) The Member is responsible for all fees and charges associated with all their activity whilst using the facilities.
- e) Membership is not transferable, and the Members' fee is non-refundable.
- f) To satisfy current safeguarding requirements for the School, Members are required to provide a current recognizable passport style photo on their account. This will be replicated on the membership card which will be issued by the Club once the membership is live. Failure to provide a current, valid ID photo may result in the membership being cancelled.

Cooling Off Period

- a) The Cooling Off period set out in these Terms and Conditions only applies where a Member is a new Member; in other words, a Member who has never previously been registered with Charterhouse Club.
- b) After the Member has joined Charterhouse Club. with a recurring membership, they can cancel their membership within 14 days of joining. This is called the 'cooling off period'. If the Member chooses to cancel within these 14 days, the Club will give the Member a full refund of any monies

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that the Member has paid. This does not apply to short or fixed-term memberships.

- c) If the Member wants to cancel their membership within the 14-day Cooling Off period, the Member needs to action the cancellation via the online account and contact customersupport@charterhouse.co.uk to notify us of that request.

Membership Subscription Payments

- a) Members joining the Club on a recurring membership will be required to pay a Joining Fee.
- b) On joining, a new Member will be required to pay the pro rata amount for the month in which they join plus one month's subscription in advance. This can be done online using either a debit or credit card.
- c) Members will then be required to make all future subscription payments monthly by Direct Debit. Direct Debit collection will be on or after the 24th of every month. Direct Debit collection information is sent to the bank on or near the 10th of the month, in preparation for collection on the 24th. Any adjustments to the account made after the 10th of the month will not, therefore, be reflected in the fees collected by Direct Debit until the following month. Any credit due following such an adjustment will be held on account and offset against the Member's next viable Direct Debit collection.
- d) Any failed payments will automatically be added to the next viable Direct Debit payment, this variation will be in the notification received on the 10th of the month prior to that payment on the 24th.
- e) During the lifetime of the membership, Members must pay the relevant recurring membership subscription fee whether they use the facilities and services or not. In exceptional circumstances a member may "freeze" their membership and subscription payments – See Section 6 below.

Payment Failure

- a) If a Member defaults or does not pay their monthly membership fee because:
 - i. The account details the Member gave the Club for the Direct Debit are wrong; or
 - ii. There is not enough money available in the Member's bank account; or
 - iii. The Member has cancelled their Direct Debit without giving Charterhouse Club due notice required the relevant subscription fee remains payable. Charterhouse Club will contact the Member and request payment by debit or credit card or for it to be settled via the Member's online account.
- b) The Member will have 14 days to settle the outstanding amount, after which time their membership may be cancelled.
- c) If the Member has cancelled their Direct Debit without giving Charterhouse Club notice, Charterhouse Club will cancel the Member's membership. The Member will be liable for any outstanding monthly membership fees due up to the date of cancellation.
- d) Should the Member's Direct Debit fail twice within a 12-month period, Charterhouse Club reserves the right to charge a fee to cover administration costs. The fee may be levied on the second failure and every time thereafter.
- e) Should the Member's Direct Debit fail more than twice, Charterhouse Club reserves the right to cancel the Member's membership.

5) Membership Cards, Access and Security for Safeguarding Purposes

- a) The Charterhouse Club is a dual use facility within the grounds of Charterhouse School. For security and safeguarding purposes, it is a condition of membership that the Club holds photographic identification of the Member. This will be a passport style single photograph of the recognisable head and shoulders of the Member, which will be held on Charterhouse Club's electronic Membership management database against the Member's record. All data will be recorded and maintained in accordance with the Data Protection Act 2018. This photograph can be taken by Charterhouse Club electronically or uploaded by the member to their account.
- b) This photo will be replicated on the Member's membership card, which will be issued by the Club once the membership has become live. The membership card remains the property of Charterhouse Club

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and the Member will be expected to produce the membership card on demand.

- c) Membership cards allow Members access to Charterhouse Club through reception, along with other areas of the building.
- d) Membership cards must be carried at all times when using the facilities.
- e) As part of the School's safeguarding procedures, Members may be requested to produce identification at any time when on the School grounds. The Member should carry their Charterhouse Club membership card on them at all times when on the School campus and may be required to show this to any Charterhouse Club or School representative where requested.
- f) A charge is payable for the issue of replacement cards, whether lost or damaged.

6) Termination of Membership

Termination by Charterhouse Club

- a) Charterhouse Club may terminate a Member's membership immediately and without payment of a refund, if:
 - i. The Member or the Member's guest(s), commit a serious or repeated breach of these Terms or the Rules;
 - ii. The behavior or conduct of the Member, or the Member's guests, is reasonably deemed by Charterhouse Club to be improper or likely to endanger the welfare, safety, harmony or good reputation of Charterhouse Club or the School. The safety and wellbeing of staff and members is paramount – if Charterhouse Club becomes aware of (or has reasonable grounds to suspect) any facts or circumstances (whether current or in the past) in relation to any Member and reasonably believes there may be a risk (to any degree) to any staff, other Member or their property, or pupil of the School, then Charterhouse Club reserves the right to terminate that Member's membership immediately;
 - iii. The Member fails to meet Charterhouse Club's reasonable requests for evidence of their health and physical condition, such as providing a suitable doctor's letter;
 - iv. Any part of the Member's membership fee remains unpaid 30 days after its due date; and
 - v. The Member provides materially false or misleading details when applying for membership;
- b) If Charterhouse Club terminates the Member's membership for any of these reasons, the Member will remain liable to pay the membership fees for the due notice period.

Termination by the Member - Notice to Terminate

- a) A Member may terminate their membership online via their membership account.
- b) When the Member's membership ends, and Charterhouse Club has taken the final payment, the Member is responsible for cancelling the Direct Debit instruction with their bank.
- c) If the Direct Debit is cancelled without advising the Club either by cancelling the membership using the online membership account or by emailing customersupport@charterhouseclub.co.uk, any outstanding subscription fees remain owing to the Club. Charterhouse Club reserves the right to collect this outstanding debt. Charterhouse Club will automatically cancel the membership.

Termination by the Member - Exceptional Circumstances

- a) Charterhouse Club may, in its reasonable discretion, agree to terminate the Member's membership if the Member suffers a medical condition that has a substantial and long-term adverse effect on their ability to continue with their usual usage of Charterhouse Club facilities. Charterhouse Club may require reasonable evidence of the Member's medical condition, such as a doctor's certificate.

Freezing of Membership

- a) A Member may freeze their membership for between two months and two years.

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- b) A monthly "Freeze" fee will be payable by the member.
- c) If a Member wants to freeze their membership, this can be actioned online in the Member's membership account and will be on a pro rata basis.
- d) Charterhouse Club may (in its reasonable discretion) permit the membership to be frozen (i.e. put "on hold" or "freeze") at no charge to the member if the member suffers a medical condition likely to preclude the member from using the Club. Evidence of the medical condition will be required.
- e) Charterhouse Club cannot backdate any period or refund any monthly fees the Member paid before the freeze is actioned.
- f) Freezing a membership is not the same as cancelling a membership. To cancel a membership, the member must follow the paragraph above entitled "Termination by the Member - Notice to Terminate" above.
- g) Upon un-freezing the membership, the relevant current membership fee structure will apply from the date on unfreezing.

7) The Facilities and Their Use

Acceptance and entry

- a) Acceptance as a member is at Charterhouse Club's absolute discretion. Charterhouse Club reserves the right to prevent entry of any person whose membership has been terminated or cancelled under these terms.

Usage

- a) Members will only be permitted to use Charterhouse Club facilities provided their membership is current and fully paid up, or payment arrangements acceptable to Charterhouse Club have been made.
- b) Use of the facility is limited by membership type, additional charges will be applied to use the facility for activities that are not included in that membership type.
- c) Use of any of Charterhouse Club's equipment or facilities is entirely at the Member's own risk, except to the extent that there is any negligence or breach of any legal duty by Charterhouse Club or its staff.
- d) Members wishing to use the gym facilities should attend an induction session explaining the safe and proper use of relevant equipment. These will be made available to Members on joining the Club. Experienced Gym users will have the right to opt out of the full induction, however, must review the safety posters, and instructional videos available via the respective QR code for each piece of equipment
- e) The Member must take care to safeguard their own health and safety and that of other people whilst using the equipment and facilities.
- f) The Club will not be responsible for any loss, harm or injury to the Member to the extent that this is caused by the Member's unsafe or improper use of the equipment or facilities, or the Member's failure to advise Club staff of a medical condition relevant to the Member's usage.
- g) Guest Members using the gym must be accompanied at all times in the gym by the introducing Member.
- h) The Management will endeavour to keep the facilities in good working order but accept no responsibility for any unforeseeable failure or breakdown. In such an event, Members will have no right of redress or course of action against Charterhouse Club.

8) Group Exercise Class and Activity Bookings

Booking

- a) All group exercise class and activity bookings are to be made by the Member online.
- b) All bookings will be based on a first reserve, first serve basis.
- c) Charterhouse Club will provide suitable instructors to run group exercise classes and activities

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but will be under no obligation to advise Members which instructor will be running which class or activity.

- d) Charterhouse Club reserves the right to change class and activity Instructors at its discretion.
- e) Group exercise classes and activities may be booked online between 1 and 7 days prior to the activity depending on the type of membership.
- f) Members are not permitted to book two group exercise classes or activities running concurrently. This applies to a member with an active class booking and a wait list position in another class (sometimes known as an “Insurance Booking”).

Group Exercise Class and Activity Booking Cancellation and Refunds

- a) Members wishing to cancel a group exercise class or activity must do so using the online booking system.
- b) Group exercise classes and other activities require a minimum of 120 minutes notice for cancellation of a booking. Where an activity fee was paid, and the cancellation actioned with more than the 120 minutes notice period, an automated credit is provided to the customer account. Bookings that are cancelled with less than 120 minutes will not be credited. Charterhouse reserves the right to add a Dishonored Booking Fee for late cancellations under certain conditions.
- c) Private Swim Lessons and Personal Training (PT) sessions require a 24-hour notice period to receive a full credit. Bookings that are cancelled in less than 24 hours will not be credited. Charterhouse reserves the right to add a Dishonored Booking Fee for late cancellations under certain conditions.
- d) If Charterhouse Club cancel a group exercise class or activity, an automated credit will be added to the customer account.

Class Rules & Regulations

- a) Members should be respectful to the class instructors and other participants by arriving changed and ready 5 minutes before the start of the class (15 minutes if this is the Member’s first spin bike session to allow time to set up the bike), check their name on the register, be prepared to stay for the full duration of the class, and not behave in such a way as to disrupt the flow of the class.
- b) Members should ensure that they highlight any illnesses/injuries that may be affected by exercise to the class instructor prior to the start of the class.
- c) Failure to attend a booking that has been made, (‘no show’), may result in a Dishonored Booking Fee.
- d) Access to a class for any Member who arrives after the advertised start time of that class, is at the sole discretion of the class instructor.
- e) If a member is late and not granted access to that class, the Members booking fee will be lost and the member may be required to pay a Dishonored Booking Fee.
- f) If a late arriving Member is granted access, they may need to warm up separately before joining the class.
- g) Members should bring water and an exercise towel with them to every exercise session.

9) Notices

Communications from Charterhouse Club

- a) All Notices from the Charterhouse Club to Members will be in writing, usually by email, to the Member’s email address recorded in the Member’s record in the online membership system.
- b) Charterhouse Club will post news and information pertinent to the operation on the Charterhouse Club’s website, www.charterhouseclub.co.uk, and other electronic communications platforms such as Mailchimp, Instagram and Facebook. Members who have opted not to receive electronic marketing communications will not receive these communications.

10) Charterhouse Club Rules

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- a) The School's Health and Safety Policy (the "Policy") is available to all Members upon request. Members should make themselves and all Guests and visitors aware of the relevant sections of the Policy. Charterhouse Club confirms that all fire prevention and environmental health standards are met, and the necessary arrangements made for the security of Members, Guest Members, visitors and staff.
- b) The Charterhouse Club is a **No Smoking** area. Members must not smoke on the premises and will be requested to leave if found smoking.
- c) A Member shall not engage in any conduct that is likely to endanger their own health and safety or that of others.
- d) A Member shall not interfere with any fire prevention, fire detection or firefighting equipment within the premises. It is a criminal offence for anyone to tamper with fire or safety equipment. Any person caught doing so may be liable to criminal prosecution.
- e) It is the duty of a Member to report any accident or injury suffered at the Charterhouse Club as soon as possible and in any event within 48 hours from the time of the incident. This information is required in order to comply with health and safety obligations and for insurance purposes.
- f) Charterhouse grounds are private property
 - I. Membership of the Club does not give Members the right to use the Grounds.
 - II. Access to the Club for Members is via the Queen's Drive entrance to the campus with parking available on Duke's Drive.
 - III. Members should not use the grounds of Charterhouse as a pedestrian, cycle or vehicular thoroughfare to get to the Charterhouse Club.
 - IV. The Grounds should not be used for recreational or other purposes without explicit permission from the Club or School.
 - V. Where a Member is given permission to use the Grounds, only the field known as Northbrook, immediately below the Club, may be used.
 - VI. Members using the Grounds must keep off marked pitches at all times.
- g) Dogs may be brought on to the campus but must be kept on a lead and under control at all times.
 - I. Dogs **must** be registered with the Club (or School) Reception prior to using the grounds.
 - II. A dog tag will be issued to dog owners wishing to use the grounds. This tag must be visible on the dog's collar at all times the dog is on the campus.
 - III. Where a Member brings a dog onto the Grounds, only the field known as Northbrook, immediately below the Club, may be used.
 - IV. Dogs must not be allowed on the sports pitches/playing fields at any time. Please use the perimeter of the field only.
 - V. Owners must remove all fouling – please use the bins provided.
- h) All Members must wear suitable sports clothing and the correct footwear according to the sporting activity. Outdoor shoes are not permitted for anyone taking part in activities in the Sports Hall, Gym or Activity Studio. Rock climbing boots suitable for indoor climbing walls must be worn in the Climbing Room for both climbing and abseiling.
- i) All Members must wear respectable and decent clothing at all times while on Charterhouse Club premises. Members must wear tops at all times – strictly no bare chests.
- j) A Member is responsible for ensuring that all portable electrical goods brought into the premises (e.g. phone chargers, hair driers) are of a standard that meets the current UK electrical safety legislation and where relevant, have been Portable Appliance Tested (PAT) by a qualified electrician. Charterhouse Club reserves the right to request copies of certification.
- k) Young persons under the age of 8 cannot enter or be left at the Charterhouse Club unattended and must be supervised by a parent or adult over 18 years of age, at all times (see Unaccompanied Children

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Policy available on the Club's website).

- l) Junior Members and Junior guests under the age of 8 wishing to swim MUST be accompanied in the swimming pool water by a parent or adult over 18 years of age on a maximum ratio of 2 children to 1 parent or adult (over 18 years of age).
- m) Junior Members are not granted access to the gym area.
- n) By taking membership, a Member understands and agrees that it is a condition of these Terms that all Rules, as set out in these Terms, and any verbal instructions provided by Charterhouse Club or School staff are complied with at all times.
- o) The Charterhouse Club reserves the right to terminate a Member's membership immediately, without notice, should a Member and/or their Guest breach this clause 10.

11) Valuables

- a) Without prejudice to Clause 12 below, Charterhouse Club cannot accept responsibility for any damage to or loss of personal property brought into the Charterhouse Club however caused, or to vehicles and their contents that are parked in the Charterhouse Club car park or the grounds of the School.
- b) Without prejudice to Clause 12 below, Charterhouse Club provides lockers for the storage of personal items and uses all reasonable efforts to provide a secure environment at the Charterhouse Club. Nevertheless, Charterhouse Club cannot eliminate entirely the risk of theft, damage or loss of members' personal possessions and we advise Members not to bring valuable items such as jewellery or large amounts of cash to the Charterhouse Club.

12) Indemnity and Limitation of Liability

- a) Neither party limits their liability for death or personal injury caused by its negligence.
- b) Charterhouse Club will not be responsible or liable to a Member including Guest Members (except to the extent that it is negligent or in breach of any legal duty) for:
 - i. any loss or damage to any of a Member's possessions not locked into one of the lockers provided;
 - ii. any items a Member chooses to place in the Charterhouse Club's lockers. It is strictly a Member's responsibility to check that the locker is properly locked and secure before leaving possessions in it;
 - iii. the criminal acts of any person on the Charterhouse Club premises such as theft of lockers or vehicles or their contents;
 - iv. loss or damage caused through misuse under any circumstances of stolen keys, wallets, purses, credit cards, debit cards or cheque books; and
 - v. loss or damage caused through a third party providing independent services or facilities to Members on the Charterhouse Club premises.
- c) Charterhouse Club and its employees shall be under no liability in respect of injury to a Member or their visitors caused by negligence or recklessness of a Member or any participants or guests of the Member.
- d) A Member shall fully indemnify and hold harmless Charterhouse Club at all times against any all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by the Charterhouse Club arising out of or in connection with any breach of these Terms by the Member, any Guest of the Member.

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13) Privacy Policy

Data Protection Act 2018

Charterhouse Enterprises Ltd is a named trading subsidiary of Charterhouse, charity number 312054 for data protection purposes. Charterhouse complies with the Data Protection Act 2018 (DPA) and shall be acting as a data processor under these Terms pursuant to the definition in the DPA2018.

- a) Under the DPA2018, Charterhouse Enterprises Ltd may hold personal data including photos of individual Members for a lawful and Specified Purpose and will only use it for that purpose.
- b) Charterhouse Enterprises Ltd shall only process data as instructed by a Member. Data is collected purely for administrative purposes, communications about the Charterhouse Club's activities and to review the standard of the services provided (the "Specified Purpose").
- c) Charterhouse Enterprises Ltd has put the appropriate security measures in place to ensure personal data is protected as well as ensuring that personal data held on a database will not be held for longer than is necessary. If any of the information we hold about a Member is inaccurate, the Club will do its best to correct it quickly once the Member notifies the Club. For any questions regarding data protection please contact the Commercial Director.
- d) Please note that the Charterhouse Club Website is subject to an additional and separate privacy policy which Members will accept when using the Charterhouse Club website. Members should check this page from time to time to ensure that they are happy with any changes.

CCTV

- a) In the interests of security and the health and safety of members and staff, the Charterhouse Club may operate CCTV cameras at various points inside and outside its premises.
- b) Access to recorded images will be restricted to authorised members of staff only.

14) Miscellaneous

- a) **Force Majeure.** The Charterhouse Club will not be deemed to be in breach of these Terms by reason of any delay or failure to perform in accordance with these Terms, if such delay or failure is due to any cause beyond the Charterhouse Club's reasonable control.
- b) **Variation.** Except as set out in these Terms, no variation of the Terms, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- c) **Third Party Rights.** Unless it expressly states otherwise, the Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms.
- d) **Governing law.** The Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- e) **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Terms or its subject matter or formation.
- f) **Entire Agreement.** The Terms including any booking forms constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.