

## TERMS AND CONDITIONS OF CLUB MEMBERSHIP

### 1) Introduction

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

### 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 Ltd operates as a Member’s only Club and its registered address is Charterhouse, Godalming, Surrey, GU7 2DF.

**Dishonoured Booking Fee** means a commercially justifiable fee calculated by Charterhouse Club to reimburse for administrative time, which shall be no more than £5.00 per cancellation per Member per booking and collected by cash, Direct Debit or invoiced to the Member.

**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 Club 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 [membershipadmin@charterhouseclub.co.uk](mailto:membershipadmin@charterhouseclub.co.uk).

**Members** means a club member from the local community who is benefiting from the facilities pursuant to these Terms. This includes full membership to pay as you go (PAYG) 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 14.00 and 18:00. The decision to implement the Adverse Weather Programme will be by agreement between the School and Management and made no later than 11.30am on the day of the question. 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](http://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.
- 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](http://www.charterhouseclub.co.uk).

## 4) Membership

### Membership Types and Categories

- a) Membership types and categories can be found on the following website: [www.charterhouseclub.co.uk](http://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 apply to change to any other available membership category by giving notice in writing to Charterhouse Club.
- 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.
- e) 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 the Terms shall continue to apply, except as expressly stated.
- f) Charterhouse Club reserve the right to amend membership and activity fees with not less than 2 weeks' notice.
- g) It is a condition of membership that a Member's contact details are maintained accurately and up to date. Members are required to inform Charterhouse Club of any change of address, home, work, mobile telephone numbers or change of e-mail address.

### Starting Your Membership

- a) Once the membership application form has been signed, 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 of 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 and payment options. A Member cannot use Charterhouse Club until their application form has been signed 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.

### Cooling Off Period

- a) The cooling off period set out in this section applies only if 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, 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 that the Member has paid.
- c) If the Member wants to cancel their membership within the Cooling off period, the Member needs to write or e-mail the Membership Administrator before the end of the 14-day period.

### Linked Members

- a) Linked Members, including their dependent children under the age of 16, or any nanny/carer of the dependent children, must reside at the same address as the Primary member.
- b) A dependent Linked Member reaching the age of 16 will be invited to upgrade their membership to full member. If they do not upgrade, then the Junior membership will be cancelled.

### Payments

- a) Members, with the exception of PAYG, will be required to pay the first month's subscription upon joining Charterhouse Club. This can be done using cash, debit or credit card. Members will then be required to make all future monthly payments by Direct Debit.
- b) PAYG Members are required to pay an annual subscription fee and then shall be required to pay per class/activity either at reception or if paying to attend a class, PAYG Members must book and pay in advance either online or in person at reception.

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- c) During the lifetime of the membership, Members must pay their membership fees whether they use the facilities and services or not (unless Members have suspended/frozen their membership).

## Payment Failure

- a) If a Member 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 notice required.
- b) Charterhouse Club will ask the Member to make the payment by cash, debit or credit card and for the Member to give Charterhouse Club their correct Bank details.
- c) The Member will have 14 days in order to settle the outstanding amount, after which time their membership will be suspended.
- d) If the Member has cancelled their direct debit without giving Charterhouse Club notice, Charterhouse Club will cancel the Member's membership from the end of that calendar month. The Member will have to pay any monthly membership fees due up to that point.
- e) 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.

## **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 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 General Data Protection Regulations (GDPR) 1998. This photograph will be taken by Charterhouse Club electronically.
- b) All Members will be issued with a contactless membership card, which will remain the property of Charterhouse Club and which must be able to be produced on demand.
- c) Membership cards will allow Members access to Charterhouse Club through reception, along with other areas of the building such as the changing rooms and the gym. Hence, membership cards must be carried at all times when using the facilities.
- d) 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 and is required to show this to any Charterhouse Club or School representative where requested.
- e) A charge is payable for the issue of replacement cards, whether lost or damaged.

## **6) Termination and Suspension 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 guests, commit a serious or repeated breach of these Terms or the Rules;
  - ii. The behaviour 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. 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 or other Member or their property, 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

- a) Charterhouse Club may, in its reasonable discretion, agree to terminate the Member's membership with immediate effect 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.
- b) A Member may terminate their membership immediately on giving notice in writing to Charterhouse Club if Charterhouse Club commits a serious or repeated breach of these terms.

## Notice to Terminate

- a) A Member may terminate their membership of Charterhouse Club by giving Charterhouse Club at least one complete calendar months' written notice. The Member must contact Membership Administrator who will advise them of the last day of their membership and when the final membership payment will be collected.
- b) The Member must send their notice to terminate in writing/e-mail to the Membership Administrator. A Member cancelling their direct debit instruction for the payment of fees is not sufficient.
- c) Having sent in their notice to cancel, Charterhouse Club will send the Member an acknowledgement letter/e-mail to confirm the date that the Member's membership will end. If the Member does not receive this acknowledgment within 10 working days, the Member must assume Charterhouse Club has not received the Member's termination notice.
- d) When the Member's membership ends, and Charterhouse Club has taken the final payment from the Member, the Member is responsible for cancelling their direct debit instruction. If the Member does this before their membership has ended, Charterhouse Club may not be able to collect any remaining payments the Member owes, and Charterhouse Club will contact the Member about this.

## Suspension (Freezing) of Membership

- a) During the Member's Membership, Charterhouse Club may (in its reasonable discretion) permit the Member's membership to be suspended (i.e. put "on hold" or "freeze") if the Member suffers a medical condition likely to preclude the Member from using the Club.
- b) A Member may suspend their membership for between two months and two years.
- c) If a Member wants to suspend their membership, they must request this in writing and provide 1-month notice.
- d) Charterhouse Club cannot backdate a suspended period and will not refund any monthly fees the Member paid before the agreement was suspended.
- e) No subscription payment will be collected while the Member's membership is suspended.
- f) Suspending a Member's membership is not the same as cancelling it. To cancel a Member's membership, the Member must follow the paragraph above entitled "Notice to Terminate".
- g) The Member will not be allowed to use Charterhouse Club facilities while their membership is suspended unless a guest fee has been paid.
- h) Upon unsuspending their membership, the relevant current membership fees when re-instating the membership time will apply to the Member's account.

## **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, cancelled or suspended 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.

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- b) Use of the facility is limited by membership type, additional charges will be applied to use a facility or activity that is 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 must attend induction sessions explaining the safe and proper use of relevant equipment. These will be made available to Members on joining the Club, where applicable.
- 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 Member will be responsible for any loss, harm or injury that the Member causes to themselves or another person or to Charterhouse Club, to the extent that it is caused through the Member's unsafe or improper use of the equipment or facilities.
- g) 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 use of these.
- h) Guest Members must be accompanied by the introducing Member.
- i) The Management will endeavour to keep the facilities in good working order, but accept no responsibility for any failure or breakdown. In such an event, Members will have no right of redress or course of action against Charterhouse Club.

## **8) Classes**

### Booking

- a) Bookings can be made online, in person at Reception or by telephone.
- b) Bookings will be based on a first reserve first serve basis.
- c) Charterhouse Club will provide suitable instructors to run group exercise classes but will be under no obligation to advise Members which instructor will be running which class.
- d) Charterhouse Club reserves the right to change the Class instructors at its discretion.
- e) Classes may be booked online between 1 and 7 days prior to the activity depending on the type of membership.
- f) Telephone bookings may be made any time after 30 minutes after the Club opens, up to 7 days prior to the activity for full members or 24 hours in advance for 'Pay As You Go' members.
- g) Members are not permitted to book two classes due to run at the same time, this includes an active booking and a wait list position in another class (Insurance booking).
- h) Members are not permitted to book into back to back classes of the same activity, this includes an active booking and a wait list position in another class (Insurance booking).

### Class cancellation procedure

- a) A minimum of 120 minutes notice must be given for cancellation of a booking. Bookings that are cancelled less than 120 minutes in advance will be subject to a Dishonoured Booking Fee.

### 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') will result in a charge for the activity ('Dishonoured Booking Fee').
- d) Members who arrive late for a booked class (i.e: after the advertised start time), may not be granted access to that class and will have to pay a Dishonoured Booking Fee. If a late arriving Member is granted access, they may need to warm up separately before joining the class.
- e) Members should bring water and an exercise towel with them to every exercise session.

Class Refunds Policy

- a) Full members (excluding 'Pay As You Go' members) - If a Member has paid for an activity and the Club needs to cancel the booking, the Club will offer the member an alternative date or time. If this is not possible, the Club will offer a full refund.
- b) Full members (excluding 'Pay As You Go' members) - If a Member has paid for an activity, but wishes to cancel and requires a refund, 24 hours' notice must be given prior to the date and time of the booking.
- c) 'Pay As You Go' members – If a Member has paid for an activity and the Club needs to cancel the booking, the Club will offer the member an alternative date or time. If this is not possible, the Club will offer a full refund.
- d) 'Pay As You Go' members – If a Member has paid for an activity but wishes to cancel, no refund will be payable by the Club.

**9) Notices**

Notice delivered	Deemed time of delivery	Proof of service
In person	At the time of delivery	Proof that delivery was made (eg a signature is obtained)
By first class post, special delivery or other recorded delivery	2 Working Days from the date of posting	Proof that the envelope was addressed and delivered into the custody of the postal authorities
Email	09:00 hours on the first Working Day after sending	Dispatched in an emailed pdf to the correct email address without any error message

Communication to the Charterhouse Club

- a) Notices from Members to the Charterhouse Club must be in writing, including email and addressed to the Deputy Manager and delivered as set out in the above table. The Charterhouse Club reserves the right to require evidence of posting or delivery where it has no record of receipt or the date of any notice appears inconsistent with the date of receipt. In these cases, the notice will be deemed not given unless such evidence is produced.

Communications from Charterhouse Club

- b) Notices from the Charterhouse Club to (primary) Members at must be in writing , including email, and addressed to the their address in the membership records and delivered as set out in the above table.
- c) Charterhouse Club will post news and information pertinent to the operation of Charterhouse Club on the Charterhouse Club's website. [www.charterhouseclub.co.uk](http://www.charterhouseclub.co.uk) and other electronic communications platforms such as social media sites (eg: Facebook).
- d) Charterhouse Club will use e-mail bulletins to update Members of important news or events at the Charterhouse Club. Members who have opted not to receive electronic marketing communications will not receive these communications.

**10) Charterhouse Club Rules**

- a) The Charterhouse Club's Health and Safety Policy (the "Policy") shall be issued to all Members must 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 are 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 ensure that it or a Guest Member does 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.
- g) Dogs may be brought on to the campus but must be kept on a lead and under control at all times. Dogs must not be allowed on the sports pitches/playing fields at any time. 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 – no bare chests.
- j) A Member is responsible for ensuring that all portable electrical goods brought into the premises are of a standard that meets the current UK electrical safety legislation and where relevant has 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 16 years of age, at all times (see Unaccompanied Children Policy).
- 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 16 years of age on a maximum ratio of 2 children to 1 adult (over 16 years of age). Junior Members are not granted access to the gym area. Junior Members must be 12 years of age plus (considered a “Tribe Member”) to gain access to the gym facilities (see Unaccompanied Children Policy).
- m) A Member understands and agrees that it is a condition of these Terms that all Rules and any verbal instructions as set out in these Terms and provided by the Charterhouse Club are complied with at all times. The Charterhouse Club reserves the right to terminate these Terms immediately (without notice) should a Member and/or its 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 carpark 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 a 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 Members or visitors of the Member.

### 13) Privacy Policy

#### General Data Protection Regulations 2018 (GDPR)

- a) Charterhouse Club complies with the GDPR and it shall be acting as a data processor under these Terms pursuant to the definition in the GDPR.
- b) Under the GDPR, the Charterhouse Club may hold personal data including photos of individual Members for a lawful and Specified Purpose and will only use it for that purpose.
- c) The Charterhouse Club as the data processor 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").
- d) Charterhouse Club 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.
- e) Please note that the Charterhouse Club Website is subject to an additional and separate privacy policy which Members will accept when using the Charthouse 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.



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- 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.