

# Membership Terms & Conditions

## 1 MEMBERSHIP

- 1.1 Your membership will begin on the day you sign and pay your first monthly fee. This may be a pro-rata fee subject to the date your membership commences.
- 1.2 Your membership will continue on a rolling contract basis until you cancel your contract with us. (see 1.3)
- 1.3 You may cancel your membership in writing to the appropriate Centre Manager.
  - a. Cancellation notice received by the manager before the 20th of the month will result in your membership ending on the last day of that month.
  - b. Any request to cancel received by the Centre Manager after the 20th of the month will mean your membership will end on the last day of the following month.
  - c. Failure to give notice by 20th month will mean a further direct debit payment being payable.
- 1.4 Your membership is personal to you. You cannot transfer it to another person. By signing this contract you are granting the council permission to take a photograph of you for the purpose of confirming your identity at the point of entry. This will not be used for any other purpose without your permission.
- 1.5 Your membership category is committed/annual.
- 1.6 Member booking in advance onto fitness classes must notify reception at the earliest convenience if they are unable to attend. Failure to do so may result in a charge for that class being made.

## 2 MEMBERSHIP PROMOTION

- 2.1 You can agree to commit to one of our membership promotions. You must commit to 6 months membership to receive 1 free month or 9 months membership to receive 2 free months.
- 2.2 Your membership will continue for an initial period of .....Months.
- 2.3 This contract cannot be cancelled until the initial period referred to in 2.2 has expired (see 1.3)

## 3 CORPORATE MEMBERSHIPS

- 3.1 If you join as part of a Corporate Membership you will be liable as an individual under this agreement. Your membership will default to the standard price in the event of the Corporate Membership requirements not being met.

## 4 FEES

- 4.1 The monthly membership fee of £..... is payable on the 1st day of each and every calendar month until terminated in accordance with the contact terms. The first payment will be calculated from the day you join to the end of the month, this sum is payable on signing the contract.
- 4.2 We may change the amount of your monthly subscriptions. If we do, we will write to you at the address you have given us and display details of the change on our website, social media outlets and centre notice board 2 months before the change take place.
- 4.3 You may choose to pay all your monthly membership fees in one annual lump sum on the day you join. If you choose to do this you cannot cancel in the first 5 months. We will deduct 6 months membership (the initial 5 months and 1 months notice).
- 4.4 Monthly fees are payable even if you do not use the centre.

## 5 FACILITIES

- 5.1 You are entitled to use the facilities available to your category of membership (as shown in the centre rules).
- 5.2 You may have to pay an additional charge to use certain facilities at the Centre. You can get a list of these charges from the Centre Reception. We can change these charges at any time.

- 5.3 All our facilities will be closed on Statutory/Bank Holidays. Reduced opening hours may also apply around bank holiday periods.
- 5.4 On occasions an activity area may close due to essential maintenance work. Refunds will not apply should this be the case. Where possible, closure due to programmed maintenance will be advertised within the Facilities.
- 5.5 In the unlikely event of closure due to industrial action refunds will not apply.
- 5.6 Details of any alterations with regard to 5.3 or 5.4 will be advertised within the centre, on our website and via our social media outlets.

## 6 LIABILITY

- 6.1 You use our facilities, appliances and services entirely at your own risk and we have no liability to you for any loss, injury or damage sustained or incurred by you or your property, unless due to negligence or fraud by us or our staff. If you use any piece of equipment supplied by us, you must be competent in its use or have received instruction by a member of our staff as to its safe use.

## 7 FREEZING MEMBERSHIP

- 7.1 In exceptional circumstances you can ask in writing to freeze your membership. The Centre Manager's decision will be final.

## 8 CANCELLING YOUR MEMBERSHIP

- 8.1 We are at liberty to cancel your membership if:-
  - 8.1.1 you breach the terms and conditions contained herein or the Centre Rules, the Centre Manager may allow you to remedy any breach, this will be entirely at the discretion of the Centre Managers.
  - 8.1.2 in our reasonable opinion your behaviour is likely to endanger other members, their guests or staff, or adversely affect the Centre or our reputation;
  - 8.1.3 if any amounts you owe us remain unpaid 30 days after the due date; or
  - 8.1.4 if you provide us with details you know to be false when applying for membership and those details reasonably affected our decision to grant you membership.
- 8.2 If we cancel your membership we will not refund your membership fees.
- 8.3 Entry to the Centres may be refused to you at the discretion of the Centre Manager.

## 9 CENTRE RULES

- 9.1 You must comply with the Centre Rules, which form part of this Agreement.
- 9.2 We may change the Centre Rules at any time. We will post notice of any changes on the Centre Notice Board and on our website and via social media outlets.

## 10 JOINT MEMBERSHIPS

- 10.1 If you enter into the contract as joint/sub member you are liable on a joint and individual basis for all of the member's obligations under this agreement.
- 10.2 If one of you gives notice to us, we can treat it as applying to both. If we give notice to one of you it will be treated as applying to both.

## 11 CHANGING THIS AGREEMENT

We can change this Agreement at any time. We will give you 2 months' notice of this change in writing at the address you have given us and by a notice on the Centre's Notice Board.