

# Terms and Conditions

South Ribble Borough Council  
Leisure Centres

## Terms and Conditions

April 2021

### TERMS AND CONDITIONS ROLLING DIRECT DEBIT, MINIMUM TERM DIRECT DEBIT AND ADVANCED MEMBERSHIPS

#### Definitions

In These Terms and Conditions, the following words and expressions shall bear the following meanings:

#### "Advance Payment"

means a payment made in advance to cover a certain number of Monthly Membership Fees.

#### "Advance Payment Membership"

means a membership package which runs for a Fixed Term, during which time the Membership Fees remain the same, and covered by an Advance Payment.

#### "Advance Payment Membership Fee"

means the Membership Fees payable under the Advance Payment Membership.

#### the "Casual Fee"

the rate charged for each individual activity. This includes activities not included in the membership for members.

#### "South Ribble Borough Council"

means South Ribble Borough Council the "Facilities"

means the Leisure Centres and facilities at Bamber Bridge Leisure Centre, Leyland Leisure Centre, South Ribble Tennis and Fitness Centre to be used by the member subject to these Terms and Conditions including all, services, equipment, items and related amenities.

#### "Fixed Term"

means the period covered by the Advance Payment Membership and which ceases on the Membership Renewal Date specified in the Membership Application.

#### "Monthly Membership Fee"

means the monthly fee payable by members in respect of the use of the Facilities.

#### "Membership Fees"

means the fees payable by members in relation to their use of the Facilities (as set out in South Ribble Borough Council's current membership price list from time to time, which is available from the Facilities' website/on request at the Facilities) and will be taken to mean Monthly Membership Fees.

#### "Start Date"

means the date on which the membership commences

#### "Starter Payment"

means the first fee that a member will pay on joining the Facilities, in accordance with clause 4.3.

#### "Working Day"

Means a day other than Saturday, Sunday or a public holiday.

## 1. Acceptance of Membership

1.1. The decision to accept the application of a potential member shall be at the sole discretion of South Ribble Borough Council.

1.2. South Ribble Borough Council reserves the right to verify, or require proof of all information given in order to obtain membership and any fraudulent or wrongful information given in order to obtain such membership, which has a material, negative effect on our decision whether or not to accept the application for membership, could result in the cancellation of all membership rights and lead to the repayment of all monies due to South Ribble Borough Council. [Definition of proof identity: State benefits confirmation; driving licence; EU / EEA member state identity photo card; HMRC Tax letter; Court issued documents; Northern Ireland ID card; firearms certificate; student ID photo card; uk passport] [Definition proof of address: Bank statement; Driving Licence; HMRC tax letter; South Ribble Borough Council tenancy agreement; South Ribble Borough Council tax bill; notice of benefits; solicitors letter; TV licence; Utility bill; vehicle tax renewal document.

1.3. If South Ribble Borough Council accepts the membership application, membership of the Facilities by the applicant shall commence upon the "Start Date" shown on the membership documentation.

1.4. The acceptance by South Ribble Borough Council of an application for membership of the Facilities shall constitute a legally binding agreement between the member and South Ribble Borough Council. The member hereby agrees also to be bound by the rules, bylaws and regulations applicable to the Facilities, which are in force from time to time as detailed on the Facilities' website.

1.5. For memberships purchased online and under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the member has the right to cancel this agreement within 14 days of the signed "Start Date" by sending or taking a written notice of cancellation to South Ribble Borough Council. Please see the form in section 7 below. A charge for use within this time can only be made (including any admin fee) if the member specifically requests that the service starts before the 14-day period has expired. South Ribble Borough Council shall refund in full any monies, which have been paid toward membership fees within this cooling off period except for that of the administration fee which remains non-refundable. No cancellation period needs to be given for memberships entered into on the leisure centre premises.

1.6. A physical or digital membership card will be issued to members and must be shown at the Facilities reception to gain entry every visit. Membership cards may only be used by the registered member and any fraudulent use of the membership card will result in cancellation of that membership with no refund being made by South Ribble Borough Council.

1.7. Membership of the Facilities is personal to the member and cannot be assigned, transferred, or otherwise disposed of without the prior written consent of South Ribble Borough Council, such consent not to be unreasonably withheld or delayed.

1.8. South Ribble Borough Council shall not refund Membership Fees where the member chooses not to attend the Facilities and/or has made no attempt to cancel their membership via the cancellation process.

1.9 Members will be given 14 days' notice in advance of any changes to be made which the management proposes to make to their rights. Members who do not wish to accept a material change may cancel their membership within 14 days of being notified.

## 2. Limitation of Liability

2.1. South Ribble Borough Council cannot be held responsible for Facilities not being available, to a material extent, for a continuous period of 14 days through circumstances beyond its control. If any Facilities are unavailable for a continuous period of more than 14 days the customer shall be entitled to a pro-rata refund of their membership fees in respect

of the period of unavailability in excess of the initial 14 days and the nature of the Facilities which are unavailable.

2.2. Members warrant and represent that they are capable of engaging in a routine of exercise provided by any programme which they follow, or class which they attend, and that such exercise would not be detrimental to their health, safety, comfort and physical condition. Members may not exercise while either injured or under medication prescribed by their doctor without first obtaining the prior approval of such doctor.

2.3. Members are solely responsible for their own belongings whilst visiting the Facilities, and South Ribble Borough Council accepts no responsibility for any loss or damage to personal property.

2.4. With the exception of loss or damage to personal property, South Ribble Borough Council will compensate you for any loss or damage you may suffer if it fails to carry out its obligations under this agreement or to a reasonable standard or breaches any duties imposed on it by law (including if South Ribble Borough Council causes the death or personal injury to you by its negligence) unless that failure is attributable to:

I. Your own fault

II. A third party unconnected with South Ribble Borough Council's provision of the Facilities under this agreement

III. Events which neither South Ribble Borough Council nor its suppliers could have foreseen or forestalled even if it had taken all reasonable care.

### 3. Membership

3.1. The person agreeing to the Membership Application shall be at least eighteen years of age or if the member is less than eighteen years of age the Membership Application shall be countersigned by a competent adult who agrees to take responsibility for the membership.

3.2. The head payer is responsible for any charges which arise from a membership which may be linked to other sub-member users within the Facilities.

3.3. Any student memberships where the member is under the age of eighteen must be upgraded to a full membership on their eighteenth birthday or renewal of Fixed Term membership period unless they remain in full time education.

3.4. The applicant will be required to provide their contact details, i.e. a current address, a valid contact telephone number and email address. Additionally, a photograph will be taken as a form of identification, this will be in the form of a digital photo taken onsite at the time of joining. The photograph is a mandatory requirement. This will protect the Facilities/South Ribble Borough Council in the event of the membership card being lost, stolen or used fraudulently. Please see our Privacy Policy for details as to how your personal details are stored and processed.

3.5. Anyone using the facility for fitness related activities agrees to our Health Commitment Statement and will be offered an induction with a team member prior to using the facilities as part of their membership for the first time.

### 4. Membership Fees

4.1. Membership Fees must be paid in advance monthly. The Monthly Membership Fees must be paid by Direct Debit on or around the first Working Day of each month.

4.2. This clause constitutes advance notice of payments to be collected by Direct Debit and confirmation of the Direct Debit Scheme Guarantee (as set out in the Direct Debit Instruction Form). This document should be retained for future reference.

4.3. The Starter Payment will be calculated on a pro rata basis in relation to the appropriate monthly Direct Debit payment by reference to the number of days between the date on which membership commences and the last day of the month in which membership commences (both days inclusive). If the membership commences after the 18th day of the month, the Starter Payment will also include the Membership Fee for the full month following that in which the membership commences. Thereafter the Membership Fee will be payable

monthly in advance by Direct Debit on the first Working Day of each month.

4.4. The member shall be given not less than 30 days written notice of any change in the Membership Fees. Upon the expiry of such notice period, if the member does not wish their membership to continue at the increased monthly membership Fee, the member shall be entitled to cancel their membership, following the standard cancellation process shown in clause 5.1, without incurring any further charges after the date of cancellation.

4.5. Age specific memberships will be automatically upgraded once a member exceeds the age limit of the membership they have initially purchased. For example, student memberships and junior memberships.

4.6. South Ribble Borough Council may from time to time, carry out membership fee pricing reviews based on UK economy vs cost of providing services and UK RPI. South Ribble Borough Council shall be entitled to change the Membership Fee at any stage during the Term of the membership with relevant notice (being not less than ten days) given before any changes take place but no more than 1 [one] increase per calendar year. Should a rise in fees be deemed applicable, the member will be informed prior to any changes taking place.

4.7. An administration fee may be payable to set up the Direct Debit system and this fee will be non-refundable.

## 5. Cancellation/ Suspension of membership

5.1. The member can, at any time, cancel their membership by providing South Ribble Borough Council a full calendar month written notice addressed to the Facilities. The membership will be cancelled with effect from the last day of the month following the completion of the full calendar month notice period. All Membership Fees will be payable up to the date of cancellation.

5.2. When a Direct Debit request has failed or a member has purported to have cancelled their membership without prior agreement, the membership shall be suspended until payment is received. A default fee charge of £15.00 will be made to the member should the agreed Direct Debit payment request fail. The member will be contacted after any first failed Direct Debit payment and advised that a representation of the Direct Debit amount, plus any related fee, will be made within 14 days. A second default fee charge of £15.00 will be added to the outstanding balance should the Direct Debit representation fail. Should payment of outstanding fees not be received within a further 30 days, the members will be contacted and a third default fee charge of £15.00 will be added to the total debt incurred. Any member who falls behind in payment for more than 1 [one] calendar month will forfeit his/her membership and subsequent re-instatement of the membership will be subject to the outstanding current membership fees applicable at the date of re-instatement.

5.3. South Ribble Borough Council reserves the right to refuse admission and/or terminate membership of the Facilities or suspend for a specific period or refuse to renew the membership of any member whose conduct is or may, in South Ribble Borough Council's reasonable opinion, be detrimental to the goodwill or reputation of the Facilities or amounts to a material breach of the Terms and Conditions. Any member so expelled shall forfeit all privileges to membership and all rights against the Facilities and South Ribble Borough Council and shall not be entitled to any repayment of his/her, Starter Payment, Membership Fees, for any period during which he is suspended. If any membership is suspended or terminated under this clause the member shall be entitled to a pro-rata refund on any advance payment they have paid, in relation to the period following suspension or termination which such advance payment covers.

5.4. During the term of the membership, a member may, at the discretion of South Ribble Borough Council, place the membership on `freeze` for a one-off period of one to nine months. A minimum monthly payment of £5 per month will continue to be charged. A `freeze` that is being taken for health reasons e.g. illness, pregnancy, surgical recovery may be provided free of charge at the discretion of South Ribble Borough Council

## 6. General Facilities

6.1. Certain categories of membership do not include rights to use all the Facilities. Facilities not so included may be provided at an additional charge at the standard Casual Fee. Details of the Facilities included in each category of membership are available on the Facilities' website.

6.2. Members who fail to attend pre-booked activities will be charged [or head payer charged] the full Casual Fee for the activity in question in line with South Ribble Borough Council cancellation policy (which can be found on South Ribble Borough Council's website or displayed in the leisure centre), except where members' non-attendance is due to the fault of South Ribble Borough Council.

6.3. The cancellation policy may change from time to time, notification of any change will be displayed in the leisure centre and on South Ribble Borough Council's website.

6.4. South Ribble Borough Council reserves the right to make alterations to the type of Facilities provided on reasonable notice to members and South Ribble Borough Council shall not be liable for any inconvenience caused by such alterations. If such alterations are made which would inhibit or stop any member from continuing their use of the Facilities they will be entitled to cancel their membership by providing written notice to South Ribble Borough Council.

6.5. Details of the Facilities' current opening hours are displayed on the Facilities website. South Ribble Borough Council may sometimes need to change opening hours. If South Ribble Borough Council needs to do this it will, where reasonably possible, display notices at the Facilities notifying members of the change. South Ribble Borough Council shall endeavour to give two weeks prior notice of the change in opening times but, where this is not possible, it will endeavour to give reasonable notice of such changes. If South Ribble Borough Council makes a significant change to the opening hours [not including important maintenance closures or unexpected health and safety closures] which would affect a member's opportunity to continue their usage, they will be entitled to cancel their membership without incurring any further charges after the date of cancellation.

6.6. On occasions when necessary maintenance is required or special events are being held, the Facilities or part thereof may be closed, or unavailable. Members will, where possible, be given fourteen days prior notice of any such closure or unavailability. If such closure or unavailability continues for fourteen days then pro-rata refunds of Membership Fees will be available in relation to the period of closure or unavailability in excess of fourteen days and to the nature of the Facilities which are unavailable.

7. Cancellation Form

To South Ribble Borough Council

I give notice that I cancel my gym membership contract

Taken out on .....

Name of customer(s).....

Address of customer(s) .....

Signature of customer(s) (only if this form is notified on paper).....

Date .....

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**Request to Start Service within the Cancellation Period**

To South Ribble Borough Council

I hereby request that my membership starts within the 14 day cancellation period. I understand my right to cancel will continue, however, if I chose to exercise this right to cancel, I may be asked to pay for any service received prior to cancellation.

Name of Customer:

Address of Customer:

Signature of Customer:

Date:

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**Confirmation of Contract**

Name of Customer:

Address of Customer:

Signature of Customer: