

the small print...

# membership terms and conditions

All memberships are sold by Freedom Leisure under the following terms and conditions.

## 1. Interpretation and Variation

- 1.1 Wealden Leisure Limited, trading as Freedom Leisure through its authorised representatives manages and operates the site and deals with all matters in relation to it.
- 1.2 Registered Office: The Paddock, 1-6 Carriers Way, East Hoathly, East Sussex BN8 6AG
- 1.3 These Terms and Conditions of Membership ("Terms and Conditions") incorporated into the membership agreement between Freedom Leisure and each member ("You"), ("The Membership Agreement"). These Terms and Conditions replace any existing terms and conditions governing memberships of a site operated by Freedom Leisure.
- 1.4 When signing the membership form, the member agrees to accept these Terms and Conditions in full.
- 1.5 Freedom Leisure reserves the right to vary and revoke these Terms and Conditions at any time. Any changes considered necessary or desirable for the regulation of the business or conduct of members and their guests will be binding.

## 2. Acceptance and commencement of membership

- 2.1 Acceptance of membership is at the absolute discretion of Freedom Leisure. Freedom Leisure reserves the right to request proof of all the information given to obtain membership.
- 2.2 Membership will begin upon receipt of the starter payment and all monies due. Access to the Gym will be restricted until an appropriate induction has been completed.
- 2.3 Upon acceptance a membership card will be issued. The membership card remains the property of Freedom Leisure and entitles the member to all the benefits afforded to that membership category.
- 2.4 Membership cards must be shown to gain entry to the centre. Membership cards must only be used by the registered user. Any fraudulent use of the card will result in cancellation of the membership with immediate effect and with no refund.
- 2.6 Lost or damaged cards may be subject to a replacement charge.
- 2.7 Membership fees will not be refunded where a member chooses not to visit the centre.
- 2.8 A photo record is required at the time of joining and is retained on our computerised membership system as a means of identification

## 3 Limitation of Liability

- 3.1 Freedom Leisure cannot be held responsible for any service or facility being unavailable for reasons outside of our control.
- 3.2 Freedom Leisure reserves the right to make alterations to services, the programme of activities and facilities. Wherever possible, members will be provided with advance notice. Members will not be entitled to a refund of all or part of membership fees unless specifically stated.
- 3.3 You are responsible for ensuring that you and your guests correctly and safely operate or use any facilities and/or equipment (including adjusting levels and settings). If you are in any doubt you must consult a Freedom Leisure staff member.
- 3.4 Members and their guests are required to comply with all reasonable requests and instructions in relation to the health and safety of themselves, other customers and staff.
- 3.5 Freedom Leisure's liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount, having regard to such factors as whether the loss or damage was due to negligence by us.
- 3.6 Relevant United Kingdom law shall apply to this contract and the relevant courts of the United Kingdom shall have exclusive jurisdiction to deal with any disputes arising in relation to it.
- 3.7 Before using the gym you must complete a pre exercise questionnaire.
- 3.7.1 You accept and fully understand that the information provided in the pre exercise questionnaire is correct. You confirm that you are fit and healthy enough to take part in exercise.
- 3.7.2 It is your responsibility to notify us in writing of any change in your health that affects your ability to exercise.

## 4. Membership Categories

- 4.1 Specific membership categories, the benefits and prices are available at each centre and form part of the 'Centre Guidelines'.
- 4.2 Concessionary membership
- 4.2.1 Concessionary membership categories are available to those in receipt of Job Seekers Allowance, Disability Living Allowance, Incapacity Benefit, Income Support and registered carers.
- 4.2.2 Proof of entitlement will need to be provided by you at the time of joining. A copy may be taken and held on file. Freedom Leisure may request at any time proof of continued receipt of the benefit. If such proof is not provided the entitlement to concession rates will cease, the membership will revert to the full rate and any direct debit amended accordingly.
- 4.2.3 It is your responsibility to tell us if your benefit status changes.
- 4.3 You may change membership categories twice within any twelve month period. Any subsequent changes may be liable to an administration fee.
- 4.4 At sites where Joint and Family memberships are offered they are done so on the condition that payment is taken from one bank account and all individuals reside at the same address.
- 4.5 In the case of Joint and Family memberships the signature on the membership form shall constitute acceptance by all the persons included in the membership and all shall be bound by these Terms and Conditions.
- 4.6 Corporate memberships
- 4.6.1 Corporate memberships are arranged in advance for organisations with ten or more active members. If the number of members on a corporate rate drops below ten then the remaining members will convert to the standard rate and the direct debit will be amended.
- 4.6.2 You will be required to provide proof of employment with a company with a corporate rate at point of sale. Freedom Leisure reserves the right to request proof of employment with a corporate company at any time.
- 4.6.3 It is your responsibility to inform us if your employment status changes.
- 4.7 Other Membership categories including promotional offers will be offered by us at our discretion.
- 4.8 Freedom Leisure reserves the right to change the benefits of membership at any time. A minimum of 10 working days notice will be given prior to the amendment of any such benefits.

## **5. Payment Terms**

5.1 Details of all fees are available in the 'Centre Guidelines'.

5.2 The first subscription fee paid by a member when joining will be a 'Starter Payment'. This will be calculated on a pro-rata basis in respect of the type of membership and the number of days between the date the membership starts and the date of the first direct debit. The Starter Payment is due immediately on signing the Membership Form.

5.3 You will be given not less than 14 days notice of any increase in the monthly subscription fee in accordance with the Direct Debit Scheme Guarantee.

5.4 If you default on a Direct Debit payment for any reason the membership will be suspended until the payment for the missed amount is made.

5.5 You are liable to pay all membership fees irrespective of your use of the centre.

5.6 All monthly payments will be paid by Direct Debit in advance.

## **6. Suspension**

6.1 Direct debit members at the discretion of the Centre Manager can suspend their membership for up to four months in any twelve month period.

6.2 The maximum period for a single suspension is four months, with a minimum three month space between suspension periods.

6.3 Members must give written notice or complete an amendment form at least 31 days prior to the commencement of the suspension.

6.4 Normally the suspension period should fall in line with the payment period.

6.5 When the suspension period is over, Freedom Leisure will automatically reactivate the Direct Debit and will not contact you.

6.6 Members may be charged a £10 administration fee every time they wish to suspend.

## **7. Cancellation by you**

7.1 Subject to the provisions in the Membership Agreement, you may cancel your Direct Debit membership at any time by writing to the Freedom Leisure Centre Manager at your home site (the site at which the membership was taken out) and giving a minimum of 31 days notice prior to your next Direct Debit payment. Your membership card should be returned by this date.

7.2 Cancelling the Direct Debit Instruction with the bank remains the responsibility of the member.

7.3 Under normal conditions and at the discretion of the Centre Manager, memberships paid in full will not be refunded.

7.4 Memberships paid in full may, at the discretion of the Centre Manager, be transferred.

## **8. Cancellation by us**

8.1 Freedom Leisure reserves the right to suspend or terminate the membership.

8.1.1 Without notice and with immediate effect, if in the Centre Manager's reasonable opinion your conduct is such that it may be injurious to the character, name or interests of the centre or is such that it renders the member unfit to associate with other members.

8.1.2 Without notice and with immediate effect if you have committed a breach of the Centre Guidelines, rules, bylaws of the centre in force at the time.

8.1.3 In writing if any fees remain unpaid thirty days after they are due.

8.2 Lapses in membership of more than 3 months may incur a new joining/registration fee.

8.3 A member whose membership has been terminated by the centre shall forfeit all the privileges of membership without entitlement to claim or refund on the membership fees including payments in full. The member will return the membership card to the centre immediately by recorded post.

## **9. Facilities and services**

9.1 The centre's normal hours of opening are displayed in the centre and are available on the web site. The hours may be lengthened or shortened at the absolute discretion of Freedom Leisure. We will endeavour to give customers a minimum of 7 days notice of changes.

9.2 If you fail to turn up for a pre booked activity or cancel within 24hrs you will become liable for the full Pay and Play amount for that activity or fee specified in the membership guidelines unless it can be re-sold.

9.3 All centres may have an annual closure period which will not normally exceed three weeks. A minimum of 14 days notice of any such closure will be displayed. No membership refunds will be given for these periods.

9.4 Terms for admitting 'Guests' are included in the Centre Guidelines.

## **10. General**

10.1 You are required to inform Freedom Leisure of any changes of address, email address, telephone numbers or other method of communication. Email will be the preferred method of communication and all correspondence will be assumed to have been read five days after the email has been sent to the last address notified.

10.2 By providing an email address the member consents to receiving email communication. The member also accepts that email may not be a secure and confidential means of communication. Freedom Leisure will not be liable for any loss or damage suffered as a result of communicating with a member by email.

10.3 By providing a mobile telephone number the member consents to receiving text communication. The member also accepts that texts may not be a secure and confidential means of communication. Freedom Leisure will not be liable for any loss or damage suffered as a result of communicating with a member by text.

10.4 Freedom Leisure reserves the right to refuse entry.

10.5 We reserve the right to take photographs of the centres we operate (which may include you provided your inclusion is accidental) for press and promotional purposes provided we give reasonable notice.

## **11. Privacy and Data Protection**

11.1 Freedom Leisure treats the protection of your data seriously.

11.2 All records are retained on computerised systems.

11.3 Membership information will only be used by Freedom Leisure and its employees in accordance with the Data Protection Act 1998. Freedom Leisure will not supply information from the database to any other organisation or individual except to the extent permitted by the Data Protection Act and which is required or permitted by law in carrying out its proper function.

11.4 By agreeing to have your personal data held on the Freedom Leisure database you are expressly consenting to Freedom Leisure processing the data for proper purposes as pursuant to the Data Protection Act.

11.5 If you have any questions or wish to alter the methods used to communicate with you please contact the Head of IT at the address given in 1.2.

11.6 Under the Data Protection Act, you can request access to your personal data using our subject access form which is available on request. This form is designed to help you give us the information we need to find your personal data but you do not have to use it. You can send a letter, fax or e-mail to the Data Controller if you prefer.

11.7 We reserve the right to charge the maximum fee payable under the terms of the Data Protection Act for providing this information. If the details are inaccurate you can ask us to amend them.