

Members Terms & Conditions

Introduction

The following terms and conditions apply to all members and are necessary to make sure we can offer an enjoyable, safe environment for all our members. These are in place to ensure that you the member and us the service provider have a clear understanding of the responsibilities for both parties. The terms and conditions apply at all times and take priority over anything that a member of the team may tell you.

1. Membership Types & Lengths

- a) Annual membership – your membership will start on the day that you pay an annual fee in full or on an agreed start date after the payment. Your membership will run for the minimum initial term of 12 calendar months and it will end when this term is reached. Members then have the option of renewing for a further 12 months.
- b) Monthly membership – your membership will start on the first of the month of sign up or on an agreed start date after such payment. Your first month fee is equal to one month's membership which grants you access for your first month while the standing order is being processed. Membership fees are paid monthly in advance.
- c) Joint membership – the primary member is responsible for the payment each month. It is the responsibility of the leading member to monitor the outgoing payments if failure to do so then the lead member must cover the outstanding payments.

2. Ending your membership

- a) If you are on a monthly membership and wish to terminate, you will need to give a full calendar months' notice.
- b) If you want to give notice, it must be in writing and addressed to the leisure centre. We will accept notice via email (the email address can be found on our website).
- c) Your notice is not effective until we have received it. We strongly recommend that you keep proof of giving notice to us.
- d) We will confirm we have received your notice within 10 days of receiving it. If you have not received confirmation after 10 days then contact us immediately.
- e) All standing order agreements remain the account holders responsibility to cancel. Refunds will not be processed for overpayments.
- f) Promotional membership cancellations must abide by the terms & conditions stated for that particular offer at the time.
- g) If you are the primary member in a joint member agreement and wish to cancel but the secondary wishes to continue membership then the secondary member must complete a new form under a new agreement.

3. Membership Fees/Increases

- a) You must pay for your membership in advance as a one off upfront annual payment (annual membership) or via monthly standing order (monthly membership).
- b) If you do not pay your membership fee when it is due, we will be in contact to let you know.
- c) If you fall behind with your membership payments, you will be expected to pay for the missing payments until there is no outstanding balance left on your account.
- d) Cancelling your standing order does not mean you have given us notice to end your membership.

4. Membership Cards

- a) Upon taking out a membership you will be issued with a membership card, this is for you as the member only. This needs to be shown on each visit at reception. We may refuse entry if your membership card cannot be presented.
- b) If you lose your card you must advise us immediately. We will provide a replacement card for a fee of £5.
- c) Your membership card is personal to you and cannot be transferred to another person. You must not lend your membership card to another person. To protect all of our members we may ask to see another form of identification before entering the facility.
- d) When you join, you will have your photograph taken. This will allow us to check your identity when you enter the facility.

5. Termination Of Your Membership By Meon Vale Leisure Centre

- a) We will not tolerate our staff or other team members being verbally abused, intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the police, to ban you immediately and permanently from Meon Vale Leisure Centre and terminate your membership.
- b) If you repeatedly break the membership agreement or leisure centre rules displayed at the reception, your membership will be terminated. You will receive written confirmation of this within 7 days.

c) If you use another members' card to gain access to the club or grant access of your card to another person your membership will be terminated. You will receive written confirmation of this within 7 days.

d) If any part of your membership fee remains unpaid 30 days after its due date for payment, we may terminate this agreement and may refer any missed payments to a debt collection agency.

e) If we terminate for any of these reasons above, we reserve the right to retain a proportion of the money paid under this agreement, to cover any reasonable costs incurred.

6. Complaints

a) At Meon Vale Leisure Centre we are committed to making sure our members are satisfied and feel "part of the family" with the service we provide and the content of our membership. If you have a complaint we want to know about it as soon as possible so it can be fully investigated and the matter resolved. You will have every opportunity to offer your feedback to the management.

b) If you have a complaint then you should approach a member of the team as soon as possible. If you are not satisfied by their response you should request to speak to the leisure centre manager.

7. Data Protection

a) We will use the personal information you provide to us to provide the services and process your payment.

b) You agree that we may pass your personal information to debt collection and credit reference agencies and that they may keep a record of any search that they do.

c) We will not give your personal data to any other third party.

d) From time to time we may need to contact you about your membership, please make sure you update us with any changes to your address, contact details or emergency contacts. If we need to give you notice we send it to the address or email address we have in the records we hold about you.

8. Lockers/Personal Belongings

a) Personal belongings are brought to Meon Vale Leisure Centre at your own risk. We do not accept legal responsibility for any loss and damaged to these items.

b) If you lose your key or padlock for the locker you will have to pay a fee to regain access to the locker.

c) If you leave belongings in your locker overnight we have the right to remove them, we will then hold them behind reception for 2 weeks. After this time they will be disposed of.

9. General Health & Safety

a) At Meon Vale Leisure Centre your safety is our main priority, we do not allow sharp objects such as cutlery, crockery, knives or foreign objects in the leisure facility.

b) We do not allow pets within the leisure facility (except for registered working assistance dogs).

c) To protect the safety of all members and guests you must pay particular notice to all signs relating to health and safety within the leisure centre, village hall and grounds. If you do not understand a sign then please ask a member of staff to explain.

d) Fire exits are clearly marked throughout the facility, if there is a fire or you hear an alarm you should make your way calmly through the nearest fire exit to the advertised assembly point.

e) If you suffer an accident or injury on our premises you must report it and the circumstances under which it happened to the management team.

f) Smoking is not allowed on the premises.

g) At Meon Vale Leisure Centre we expect you to behave appropriately, respectfully and politely and dress appropriately (for example men not walking around bare chested) at all times. We will prevent you from entering the club or ask you to leave if we think that your behaviour or appearance is not suitable.

h) You should not use Meon Vale Leisure Centre if you have an infectious illness or condition.

i) For safety on all sports facilities appropriate footwear must be worn: non-marking trainers in the sports hall and no studs or blades on the all-weather pitch.

10. Gym & Fitness Facility

a) Before you start using the gym or participate in a fitness session you must complete a health screening form and certify yourself as fit to exercise. You will receive support in how to do this by a qualified member of the team. If you are deemed unfit to participate then a GP's referral will be needed.

b) Only our qualified instructors and trainers are permitted to give you fitness advice and guided exercise and training.

c) If you have concerns about your physical health then you should not conduct any strenuous physical activity without getting your GP's consent.

d) You should not take part in physical activity that you may not feel fit for. You as the member are responsible for monitoring your own health during physical activity.

e) You are responsible for monitoring your own physical condition. If you feel or suffer any unusual symptoms you must stop your activity immediately and report to a member of staff.

11. Making changes to the gym or its facilities, services and activities

a) We will make every reasonable effort to give you at least three months' notice of any changes to the leisure centre (either in writing or by displaying a sign on the noticeboard in the club).

b) We have the right to increase, reduce, withdraw certain facilities, services or activities in our leisure centre either permanently or temporarily (for example, to carry out cleaning, repairs, maintenance or security work).

c) We will display details of the opening and closing times for your club at reception. Opening times may vary during the Christmas period and on other bank holidays. We will let you know about these temporary changes on the noticeboard. We will give you at least one month's notice if we reduce the opening times of the Leisure Centre.

d) You may terminate the membership if the changes are significant. If you wish to terminate your membership due to this reason, you can give us a month's notice in writing to terminate.

12. Children

a) Members must be at least 14 years old to use the gym. Users 14-16yrs are only allowed to use the Cardiovascular equipment.

13. Car Park

a) You are only entitled to use the car park while you are using the Leisure Centre. You must park only in the spaces in our car park. If you do not have a disabled badge you must not park in the spaces reserved for disabled badge holders.

b) We do not guarantee that car parking is available.

c) You park in the car park at your own risk. We do not accept liability for any loss or damage to your car, or personal belongings in it, while you are parked in our car park.

14. Other Important Terms

a) As a consumer, you have legal rights in relation to the services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in this Agreement will affect these legal rights.

b) We may transfer our rights and obligations under these terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under this Agreement.

c) This contract is between you and us. No other person shall have any rights to enforce any of its terms.

d) Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

e) If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

f) These terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.