

South Ribble Community Leisure Leyland Leisure Centre Lancaster Gate Leyland PR25 2EX

T +44 (0)1772 299892 **F** +44 (0)1772 623551

www.southribbleleisure.com

Non-contract (no minimum sign up) corporate discount for HASSRA NW members that will enable you to do the following:

Access to all swimming pools Access to all gymnasiums Access to all classes

at: Bamber Bridge Leisure Centre Leyland Leisure Centre Penwortham Leisure Centre South Ribble Tennis Centre

The normal rate for this type of membership is £36.00, **HASSRA NW rate of £28 per month** by direct debit.

Please contact:

Simon Lawrenson 01772 299893 – simon.lawrenson@leisure.serco.com Or

Kerry Larkin – kerry.larkin@leisure.serco.com

www.southribbleleisure.com

£10 gym induction fee payable on joining.

TERMS AND CONDITIONS OF MEMBERSHIP

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

the "Facilities" the "Company" "Serco" the "Casual Fee" "life"

"Fixed Price"

means the leisure facilities to be used by the member subject to these Terms and Conditions including all equipment items and related amenities

means the leieure facilities to be used by the member subject to these I erms and Conductors including an experience of the property of the member subject to the property of the property of

Acceptance of Membership 7.

The decision to accept the application of a potential member shall be at the sole discretion of the Company. 7.1.

- The Company 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 could result in the cancellation of all 7.2. membership rights and lead to the repayment of all monies due to the Company.
- If the Company accepts the membership application, membership of the Facilities by the applicant shall commence upon the first membership payment or upon the date of this agreement, whichever is the later. Upon acceptance of the 7.3. member, the Company shall issue a membership card. The card remains the property of the Company and entitles the holder to all rights and privileges exercisable by the category of the holder.
- The acceptance by the Company of an application for membership of the Facilities shall constitute a legally binding agreement between the member and the Company. The member hereby agrees also to be bound by the rules, bylaws 7.4. and regulations applicable to the Facilities, which are in force from time to time.
- The member has the right to cancel this agreement within 10 days of the signed start date, by sending or taking a written notice of cancellation to the Company. The Company shall refund in full any monies, which have been paid toward 7.5. membership fees within the 10-day period except for that of the administration fee which remains non refundable.
- Membership cards are issued to all current members and must be shown at the Facilities reception to gain entry every time a visit is made to the Facilities. Membership cards may only be used by the registered member and any 7.6. fraudulent use of the membership card will result in cancellation of that membership with no refund being made by the Company.
- Membership of the Facilities is personal to the Member and cannot be assigned, transferred, or otherwise disposed of. 7.7.
- The Company shall not refund membership fees where the member chooses not to attend the Facilities. 7.8.

8. I imitation of Liability

The Company cannot be held responsible for any service or equipment not being available through circumstances beyond its control. 8.1.

- 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, 8.2 comfort and physical condition. Members may not exercise while either injured or under medication prescribed by either their doctor without first obtaining the prior approval of such doctor. To the extent permitted by law, members accept the risk of injury from performing exercises and are advised to consult their doctor prior to beginning any programme or class.
- The Company is not responsible for any damage, injury or loss within the Facilities or in the car park caused by the acts or omissions of any member or visitor. 83

- The categories of membership are single, joint and other. All categories of direct debit membership shall be subject to these Terms and Conditions of membership and to the rules, bylaws and regulations applicable to the Facilities, which 9.1. are in force from time to time
- The Person signing the Membership Application shall be at least eighteen years of age and agrees to take responsibility for the membership. 9.2.
- Joint memberships are available on the condition that payment is made from one bank account. 9.3.
- Any junior memberships where the member is under the age of sixteen must be upgraded to a student or full membership on their sixteenth birthday. 9.4.
- The Company shall stipulate other categories of membership from time to time 9.5
- The person signing the membership application form to become a member will be required to provide a photograph as a form of identification. This may be in form of a digital photo taken onsite at the time of joining or the provision of a 9.6 passport-sized photograph.

All data is collected, processed and stored in accordance with the Data Protection Act 1998.

10. Membership charges

Membership Fees

- Membership fees must be paid by direct debit on the first working day of each month. All membership fees are payable monthly in advance.
- 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 10.2.
- The first fee that a member will pay on joining the Facilities will be a Starter Payment, calculated pro rata to the appropriate monthly Direct Debit payment by reference to the number of days between the date on which membership 10.3. commences and the last day of the month in which membership commences (both days inclusive). Depending on the date on which the membership commences, the Starter Payment will also include the membership fee for the full month following that in which the membership cominences. Thereafter the normal monthly membership fee will be payable monthly in advance by Direct Debit on or after the first day of each month.
- 10.4 The member shall be given not less than 10 working days written notice of any increase in the monthly membership fee, in accordance with the Direct Debit Scheme Guarantee.
- Membership fees paid by monthly direct debit include a charge for finance credit. All categories of membership, including Fixed Price "Life" Memberships, can be paid annually in advance at a charge reduced by the finance credit charge 10.5.
- Fixed Price "Life" Memberships only The membership fee will remain unchanged for the period of the membership. If any member cancels their membership and subsequently wishes to rejoin at a later date, the new membership fees 10.6. will be the current membership fees applicable at the date of rejoining.
- Annual Renewal Membership only All memberships run over an annual (12 month) period. The Company reserves the right to increase the annual membership fees at the conclusion of each twelve month period. By month eleven the 10.7. member will be given thirty days written notice of any fee increase applicable at the date of renewal.
- A member may, at the discretion of the Company, place the membership on 'freeze' for a one off period of one to nine complete months for Fixed Price 'Life' Membership or one to three months for Annual Renewal Membership. For the 10.8. Fixed Price "Life" Membership a one off charge of £10 will be payable by way of a reduced direct debit payment or as otherwise indicated by the Company. No charge will be applied for the Annual Renewal Membership, but the period of the 'freeze' will be added to the term of the membership and the renewal date amended accordingly
- 10.9 Where applicable a credit management fee and an administration fee is payable to set up the Direct Debit system and this fee will be non refundable

Cancellation/ Suspension of membership 11.

- 11.1. The member can, at any time, cancel their membership by providing the Company with thirty days written notice. The membership will be cancelled with effect from the last day of the month following the completion of the thirty day notice period. All membership fees will be payable up to the date of cancellation. Where applicable the notice period fee is payable as part of the Starter Payment and covers membership payments for the notice period. Where the notice fee has been paid as part of the Starter Payment, no Direct Debit collection will be made to cover the thirty day notice period.
- 112 Any member who falls behind in payment for more than 30 days will forfeit his/her membership and subsequent re-instatement of the membership will be subject to the current membership fees applicable at the date of re-instatement.
- The Company 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 the Company's 11.3. reasonable opinion, be injurious to the character of the Facilities or amounts to a breach of the Terms and Conditions or where such expulsion is otherwise in the interests of the other members of the Facilities. Any member so expelled shall forfeit all privileges to membership and all rights against the Facilities and the Company and shall not be entitled to any repayment of his/her, Starter Payment, membership fee, monthly subscription fee, or Advance Payment for any period during which he is suspended.

12. **General Facilities**

- 12.1. Certain categories of membership do not include rights to use all the facilities or services. Services and facilities not so included may be provided at an additional charge at the Company's discretion.
- Members should seek instruction before using unfamiliar equipment. 12.2.
- Members who fail to attend pre-booked activities will be charged the full casual fee for the activity in question in line with the company cancellation policy 12.3.
- 12.4. The Company reserves the right to make reasonable alterations to the type of facilities provided without notice and the Company shall not be liable for any inconvenience caused by such alterations.
- 12.5. The Facilities normal hours of operation are available to members from the Company upon request. Such hours may be lengthened or shortened at the absolute discretion of the Company with or without any prior notice being given to members. The Company shall endeavor to give members reasonable notice of changes to such hours.
- On occasions when necessary maintenance is required or special events are being held, the Facilities or part therof may be closed, or unavailable. Members will, where possible, be given fourteen days prior notice of any such closure or unavailability. At the Company's absolute discretion, refunds of subscription fees may be available as a result of the closure or unavailability of the Facilities.