

Terms and Conditions from November 2019

General

- 1 I agree to pay the monthly subscription for the minimum period stated on the membership agreement form.
- 2 Monthly subscriptions will continue to be collected after the minimum period stated on a rolling monthly basis until the membership is cancelled. Unless you inform us otherwise the membership will be active and monthly fees will still be collected.
- 3 Should you not want to continue after the minimum period you must give notice (one month) to cancel the agreement on or before the payment date **once the minimum agreement has been met. The notice should be by email and sent to cravenleisure@cravencd.gov.uk . We will acknowledge your request within 5 working days.** You must also return your parking permit at the end of your agreement; otherwise you may incur a further charge by Direct Debit.
- 4 We do not accept verbal requests to cancel an agreement.
- 5 Unless you inform us otherwise the membership will be active and monthly fees will still be collected.
- 6 You may under certain circumstances 'freeze' your membership. Freezing is only an option for medical reasons, when supported by a medical practitioner letter or for work related travel when supported by a company letter. You must inform the club by giving one calendar months' notice in writing, on or before the first of the month. All requests for freezing are at the discretion of the management and some may incur a charge. The request must be sent to: cravenleisure@cravencd.gov.uk
- 7 Craven Leisure reserves the right to vary revoke and add to these terms and conditions from time to time at its absolute discretion. 30 days' notice in writing will be given of any such changes.

Bookings

- 1 All bookings can be made online (with an email address) or at the Centre (7 days in advance), however all customers must be registered.
 - 2 We reserve the right to limit customers' bookings via a fair usage policy, as per fitness industry guidelines.
 - 3 All bookings are on a first come first served basis.
 - 4 Customers cannot make a booking for other members/customers.
 - 5 All Pay-as-you-go customers must pay at the time of booking.
 - 6 All attendees must register their attendance at least 5 minutes before it starts (either at reception or at the gate), any customers that do not attend or are late may have their place re-sold or they may be declined access. Your booking will be treated as cancelled.
 - 7 Member cancellations: All bookings require a minimum of 24 hours cancellation and;
 - a) If you give 24 hours' notice your class will be cancelled and can be offered to another customer and you will not be charged.
 - b) If you fail to give 24 hours' notice or if you do not attend a class, you have booked you will be charged 50% of the class fee and your booking privilege will be revoked until the payment has been made.
 - 8 Pay as you go cancellations: Bookings require a minimum of 24 hours cancellation and;
 - a) If you give 24 hours' notice your class will be cancelled and can be offered to another customer, you will not be charged and a credit will be applied to your account to use at another time. We do not offer refunds in cash.
 - b) If you fail to give 24 hours' notice or if you do not attend a class you have booked, you will lose 50% of your class fee. The remaining 50% will be available as a credit in your account to use at another time.
 - 9 Cancellations can be made online via your online login. Bookings will be available 7 days in advance and bookable from 6.15am
- 10 Waiting List
- a) You will receive an email informing you when a space becomes available and you will need to login to reserve your space. Places will be allocated on a first come first served basis.
 - b) Waiting list emails will be sent out to all customers on the waiting list up to the class start time. You can choose to login to book the class or ignore the email if you no longer require a space.
 - c) If you cancel with less than 24 hours' notice the above cancellation policy applies and a charge will be applied.

Fees and Charges

- 1 Membership dues paid by monthly instalments are payable on or immediately after the first day of each month of membership or on the 15th of the month.
- 2 In order to qualify for any discounted membership options (concession or corporate) you are required to supply evidence of your eligibility.

A list of acceptable evidence can be obtained from us. Initially you may be charged the full membership rate and this will be reduced at the first Direct Debit date falling 30 days after your evidence has been provided. If your membership falls into arrears we reserve the right to pass the details to our third party collection company and may;

 - a) levy an administration charge of up to £10 each time we fail to collect your monthly dues and to add this charge to your arrears owing and/or
 - b) suspend membership until the arrears including any charges have been cleared. Your account will be restricted to prevent bookings and access to the facility.
- 3 If you cancel your direct debit without telling us (or our direct debit company) you will be charged a default fee. Once your fees have been paid and subject to the minimum terms being adhered to we will terminate this for you.
- 4 Lockers will be emptied every night and contents stored for a reasonable period of up to one month and after then it will then be deemed abandoned goods and be disposed of.
- 5 Membership cards remain the property of Craven Leisure and any lost cards will be charged to re-issue to the member.
- 6 Membership cards are not transferrable. Only the named member is entitled to use their card.

Facilities and Services

- 1 In order to gain access to our facility you must produce your membership card at all times.
- 2 We reserve the right to close the Centre Leisure or areas of our Centre from time to time at our discretion e.g. for maintenance repairs, refurbishment, cleaning or local emergencies.
- 3 Opening hours/Group exercise classes are subject to change by giving you one month's notice where reasonably practicable.

Health Declaration

- 1 Our staff, agents and subcontractors are not medically qualified. If you have any concerns about your health or fitness or capability to undertake physical exercise we strongly recommend that you take independent medical advice before undertaking any exercise.
- 2 To the best of your knowledge you are in good health & not knowingly incapable of exercising and that it would not be detrimental to your health, safety or physical condition.
- 3 All members must complete a Health Questionnaire and undertake an induction into the Fitness Centre before using the fitness equipment.
- 4 You are responsible for informing the Fitness Centre of any changes in your medical status which may affect your ability to exercise safely.
- 5 You must complete a new Health Questionnaire for any change in health status and consult your GP.

Limitation of liability

- 1 Members must either secure their personal belongings on their person or secure them in the lockers provided by Craven Leisure at all times whilst using our facilities. Craven Leisure, our employees, agents or sub-contractors will not be liable to you for any loss, damage or theft of any property brought onto any of our premises if you did not secure that property in a locker.
- 2 You are responsible for ensuring that you correctly operate or use any facilities and/or equipment (including adjusting levels or settings) which we provide. If you are in any doubt about how to correctly operate any equipment, you must consult one of our representatives before use.
- 3 Some areas of our clubs are unsupervised and we do not accept responsibility for any harm or injury to you while using them unless caused by our employees, agents, subcontractors or our negligent act or omission.

Conduct

- 1 You must not abuse the facilities or equipment you will be charged for any damage to our property where you wilfully or negligently cause such damage.
- 2 You must abide by the Centre Leisure rules and etiquette at all times.
- 3 The Management reserves the right to terminate any membership at any time.
- 4 Failure to display your parking permit and disc in accordance with pay and display rules may result in a parking fine any rights of appeal will be detailed in the parking notice. **The Centre has no discretion to revoke the parking fine.**

Limited rights to cancel (see General Point 6)

- 1 If we fail to maintain the standard of service you would reasonably expect.
- 2 If we alter the opening hours of the services unreasonably.
- 3 If you develop a medical condition which prevents you from using the services on an on-going basis. An appropriate medical practitioner must provide evidence that this is so.
- 4 If you move away from the area in which we consider, at our sole discretion, to be too far to travel to the services for regular use. We shall require evidence that such a move has taken place.
- 5 If you lose your employment and are unable to keep up the repayments as a result. You must produce documentary evidence and initially we shall be prepared to suspend payments for two months and review your financial situation thereafter.

