

TERMS AND CONDITIONS OF MEMBERSHIP

1. MEMBERSHIP APPLICATION FORM

All types of membership require the payment of relevant fees and an accurately completed Membership Application Form, including the Direct Debit Instruction, which is only used by us in accordance with your chosen type of membership. All joining fees are non-refundable. These Terms and Conditions apply to your membership.

Annual Memberships are offered at a discounted rate and no refunds are paid on early termination (this does not affect your statutory rights).

2. MONTHLY MEMBERSHIPS

- a) A Monthly Membership requires payment joining fee together with a pro-rata monthly payment, if relevant. Monthly payments are made by Direct Debit on or around the specified day of each month.
- b) If you cancel your membership, you need to pay the joining fee again upon renewal. If you do not attend the gym for a period of 6 months or more you may be required to go through the induction process again and pay the appropriate fees.
- c) Membership fees must be paid in accordance with these terms and conditions regardless of your level of usage of the facilities. (This does not affect your statutory rights). SLL reserves the right to refuse payment by direct debit if persistent problems are experienced in obtaining payment by these means.
- d) All fees may be subject to periodical review but we will give you prior notice for any change. You will be entitled to cancel your membership at any time before the change comes into effect.
- e) You may only have access to, and use of, the facilities if all your payments to us are not in arrears.
- f) Family or junior memberships cease immediately for any children who no longer qualify for the junior membership due to their age, they must transfer to an adult membership if they wish to continue membership of the facility. Please refer to specific centre information for age restrictions.
- g) **Collecting your monthly subscription** - DFC is our agent for the collection of your monthly subscriptions. DFC will collect your subscription monthly in advance on our behalf by Direct Debit.
- h) **Defaulted Payment** - Stevenage Leisure Limited reserves the right to pursue any outstanding membership fees should the membership be terminated before the required notice period (this does not affect your statutory rights). If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, an administration fee of £20 will be charged. If you fail to pay any amount due under this agreement for a period of more than thirty days, then we may pass the debt to a third party company for collection. Should Stevenage Leisure Limited incur any costs associated with the recovery of the debt this will be passed on to the defaulting member.

3. GENERAL TERMS

The membership holder is the only person entitled to use the Wellness key or Cloud accounts and facilities available within that membership.

Photo ID may be requested as a form of member recognition.

Any loss of Wellness key must be reported immediately and to replace a lost key will incur a fee.

All membership cards are non-transferable and only the holder may use the membership card.

Anyone found to be using another's membership card will be prevented from using the facilities.

All cards must be presented to our staff at reception on each visit before using the facilities and upon request by our staff at any time. If you cannot produce a membership card on demand you can be allowed to use or have access to our facilities on payment of an additional fee as defined in the current pricing schedule.

Any loss of membership cards must be reported to us

immediately. There is an administration charge of £2 per replacement card.

Before the commencement of exercise all members must have read, understood and agreed to comply with the health commitment statement.

4. FREEZING

You may freeze your agreement upon completion of a Freeze Request Form. Your membership can be frozen for a maximum of three months. If after three months you still require your membership to be frozen, you will need to provide medical proof and a new Freeze Request Form must be completed. All memberships can only be frozen for whole calendar months and not days. This includes Annual Memberships. Please note, the first three month freeze is chargeable (unless for medical reasons). Please refer to your Centre specific terms and conditions for the monthly cost.

The freezing of memberships will be administered by Debit Finance Collections PLC on behalf of Stevenage Leisure Limited.

5. USE OF EQUIPMENT

Before the commencement of exercise all members must have read and understood and will comply with the health commitment statement.

In the absence of any negligence or breach of any other legal duty by our staff, the use by you of any of our equipment or facilities is entirely at your own risk. We provide personal inductions explaining the safe and proper use of each item of equipment and members must have an induction upon joining. You must not use any equipment unless you are satisfied that you are competent to do so and you must use the equipment safely and properly, without causing any risk of injury to yourself or others, or damage to any property. You may be responsible for any injuries or damage caused by you.

Correct clothing, suitable behaviour and the code of conduct must be adhered to at all times. We will not be responsible for any loss or injury to you to the extent that it is caused or contributed to by your unsafe or improper use of the equipment or any of the facilities.

We reserve the right to refuse access to the facilities and suspend your membership at any time if you act in a way that may cause offence or distress to others; offers any risk or harm; in our opinion, to anyone's health, including yours; and if you fail to use equipment safely and properly or as instructed by our staff.

6. VALUABLES AND LIABILITY

All lockers and storage facilities are checked regularly. Lockers and storage areas are not to be used for overnight storage and are emptied nightly.

In the absence of any clear negligence or breach of any legal duty, we shall not be responsible, or liable to you, for any loss of or damage to your possessions. You must check and monitor the safety of your possessions, which should be at least secured by you within locked lockers provided, if available. We do not however, give any guarantee that the lockers give any form of protection for your possessions and you are advised not to bring valuable items to our facilities.

We will endeavour to ensure that the equipment and facilities are available during the advertised opening hours. We do not accept any liability for non-availability of specific facilities in connection with cleaning, repair, alteration or maintenance.

7. UPGRADE/DOWNGRADE OF MEMBERSHIP

Upgrading of membership can be done anytime through the month providing the appropriate fees are paid at the time of upgrade.

Downgrading of membership requires at least 1 full months written notice from the Direct Debit payment date.

8. BOOKINGS

You are advised to book your space for any activity. Activities can be booked up to 14 days in advance; you must give a minimum of 2 hours' notice if you cannot attend your booked activity and if less than 2 hours is given you will incur a fee.

If bookings are made and not attended then a charge will be automatically added to your account which must be paid before you can make any further bookings.

9. AMENDMENT OF MEMBERSHIP TERMS AND CONDITIONS

We may from time to time amend these terms and conditions and, other than changes in monthly fees, we will display these in reception giving at least 10 days' notice. If you do not find these changes acceptable to you, you may terminate your membership prior to the amendment coming into effect

10. CHANGE OF MEMBER'S DETAILS

You are responsible for providing us with any changes to your details including change of name and address immediately upon the changes occurring. If any changes require a new Direct Debit arrangement you must inform Debit Finance Collections PLC at Stevenage@servicetsg.com

If you fail to inform us of this change in your details or provide us with new Direct Debit Instructions, we may, at our discretion suspend your membership or cancel it. If your membership is cancelled you will need to re-join, paying any applicable additional fees.

11. TERMINATION OF MEMBERSHIP

Members who pay by direct debit, must notify Debit Finance Collections PLC, in writing, 14 days before the date of their next direct debit payment. Letters should be addressed to: DFC 16 Davy Ave, Knowhill, Milton Keynes MK5 8PL. Emails should be sent to DFC at Stevenage@servicetsg.com

Your final direct debit payment once taken covers a full month of membership. There will be no reduction of the final direct debit fee if the membership is not used for the full final month.

If there is still a balance due to us you will be required to pay this immediately.

If you are found still using the facility once your membership has been terminated full membership fees will apply.

DFC is also our agent for serving notice and collecting any Termination Payment which becomes due.

On cancellation of this agreement all booking privileges will be terminated from the date the member has paid up to.

Should Stevenage Leisure Limited, as a result of late cancellation collect the next month's payment, the membership will not terminate until the end of the following month.

12. DEBT RECOVERY

If you fail to pay any amount due under this agreement for a period of more than 30 days, then we may pass the debt to a third party company for collection. Any reasonable costs incurred in employing a third party company will be borne by you including costs in tracing you, should you have changed your address without telling us. This guarantee should be retained by the payer.

GENERAL DATA PROTECTION REGULATION (GDPR) 2018

All personal data you supply will be kept in accordance with the GDPR 2018. The information collected when you join one of our centres is required to set up, verify and manage your membership and to ensure you get the most benefit from our services.

We will only share your information with trusted third parties for member management purposes and in anonymous reports to funding partners. Your data will not be passed on to any further third parties except where legally necessary.

If you have consented, we will send you occasional promotional communications via your approved method(s). You can opt out of this at any time via links in the communication, by emailing enquiries@sll.co.uk or in writing to our Data Protection Officer, SLL, Stevenage Arts & Leisure Centre, Lytton Way, Stevenage, Herts SG1 1LZ.

For more information on how your information is used, how we maintain the security of your information and your rights to access information we hold on you, please view SLL's Privacy Policy. You can request a copy at reception or find it on our website.

THE DIRECT DEBIT GUARANTEE

- This guarantee is offered by all Banks and Building Societies that take part in the Direct Debit scheme.
- The efficiency and security of the Scheme is monitored and protected by your own Bank and Building Society.
- If the amounts to be paid or the payment dates change Stevenage Leisure Limited (SLL) will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Stevenage Leisure Limited or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of the letter to us.

