



## Corby Borough Council Leisure Membership Terms & Conditions

### 1. About This Agreement (Terms and Conditions)

References to 'you', 'your' and 'yours' are references to the individual completing the membership application form. References to 'we', 'us' and 'our' are references to Corby Borough Council.

#### Members

A "Direct Debit Member" is a facility member who pays the subscription fee by monthly direct debit.

A "prepaid Member" is a facility member who pays the subscription fee of twelve months in advance.

#### Fees

The "Start-Up Fee" or "Consultation Fee" means the one off facility fee which where applicable is subject to the terms of this agreement and is not refundable.

The "Matrix" means the one-off facility fee, which where applicable is subject to the terms of this agreement and is not refundable.

The "Induction Fee" means the one-off introduction and safety fee, payable in full in advance.

"The Subscription Fee" means the six months subscription fee payable by direct debit.

### 2. Definition of Membership Types

A "Leisure Membership" includes the following activities only; gym, health suite, public swim and studio classes and SwimFit. Additional usage of services such as Aquatic Classes and VibroGym sessions are chargeable at the relevant rate.

A "Group Exercise Membership" includes the following instructor led activities only; Studio Classes, Aquatic Classes, Swimfit and VibroGym sessions. Additional usage of services such as the gym, health suite and public swim are chargeable at the relevant rate.

Facility rules are displayed at the specified facility and you acknowledge that you have covered and understood them as part of your induction." The facility rules form part of this agreement. Your membership offers you use of Lodge Park Sports Centre and Corby East Midlands International Pool during public opening times.

### 3. Membership Duration

"The membership period for our Leisure Membership is six months commencing on the day following receipt of your Matrix fee, start-up fee and the first payment towards the subscription fee. The membership period for our Student, Cardiac Rehabilitation, Cancer Rehabilitation and Activity on Referral Memberships is 30 days commencing on the day following receipt of your Matrix fee, start-up or consultation fee and the first payment towards the subscription fee.

If you are a direct debit member, unless your membership has been brought to an end early in accordance with this agreement, the agreement will continue after the expiry of the initial six months unless and until you terminate the agreement by giving us notice in writing of not less than 30 days, not to take effect prior to expiry of the initial six month period." If you wish to terminate, it is your responsibility to instruct your bank to stop the direct debit payments at the end of the six month period. We cannot be held liable for any payment processed due to your failure to cancel a direct debit instruction.

If within 7 days of the commencement of your membership you wish to terminate this agreement you must notify the facility in writing within that 7

day period, in which case we will agree to terminate the agreement and refund the subscription fee, less an early cancellation administration charge (currently £20.00). This termination date only applies within the first 7 days of membership.

You will be issued with a loyalty card, which remains the property of Corby Borough Council.

### 4. Fees

The basic fee structure comprises a Start-up or Consultation Fee where applicable, Induction Fee and a Subscription Fee. Other charges vary by the facility and include charges for equipment hire, health and beauty treatments, locker hire, guest fees etc. All local prices are displayed at each facility. All published fees and other charges are inclusive of VAT. You agree to pay VAT at the applicable prevailing rate and any other direct or indirect taxes or levies imposed on us in connection with the provision by us to you or our services in this agreement.

We have the right to review and implement the Start-Up Fee, Consultation Fee, Induction Fee, Administration Fees and Subscription Fee on the 1<sup>st</sup> of January each year. (A) if you are a prepaid member the price review in the Subscription Fee will not effect you until you renew your membership period. (B) If you are a direct debit member we will write to give you 30 days notice of the review in the subscription fee and the revised monthly payments.

### 5. Your Obligation

You agree to pay the Start-Up Fee where applicable, Admin Fee, Consultation Fee, Subscription Fee, Induction Fee and other applicable charges.

To comply with facility rules.

To observe in particular all health and safety rules regarding use of the facility.

To use the facility equipment and facilities in accordance with all usage instructions, not to abuse the equipment and facilities and to conduct yourself in an orderly manner so as not to interfere with other members use or enjoyment of the facility and its facilities.

### 6. Cancellation By You or Us

If you are a prepaid member and wish to cancel the agreement early ahead of the twelve month period, we will not make a refund of the admin fee, induction fee, joining fee or subscription fee or any part of them.

If you are a direct debit member and wish to cancel the agreement early in the initial six month period you will remain liable to us for the full six month Subscription Fee, even if you have cancelled your direct debit. We will not make a refund of the Admin Fee, Induction Fee, Joining Fee or Subscription Fee or any part of them.

In addition to our termination rights under section 6 below we may terminate the agreement on 30 days written notice for any reason by providing written notice.

### 7. Termination By Us For Breach

We may terminate your membership. (A) on 7 days written notice if any unpaid fees or charges remain unpaid for 7 days or more. (B) Immediately at our absolute discretion if you are in serious breach of this agreement or repeat minor breaches.

### 8. Membership Suspension

Provided that all fees have been paid and up-to-date you have the right to suspend your membership for a minimum of 1 month and a maximum of 6 months in any one-year. You may do this in writing to the facility giving no less than 30 days' notice of the date upon which you wish your membership to be suspended. The period of suspension may be for whole months only, and not for any lesser period.

If you are a prepaid member the agreement expiry will be extended by the period of suspension.

If you are a direct debit member the end of the sixth month period will be extended by the period of suspension.

In all cases a monthly suspension fee will be payable to cover our additional administration costs. We will provide details of the fee on request.

### 9. Facility Repairs and Maintenance

We reserve the right to close the facility for up to 30 days in any one calendar year for the purposes of carrying out repairs, refurbishments and maintenance, whether routine or extraordinary in nature. Should any closure extend beyond 30 days or if the facility is closed for these reasons for more than 30 days in a calendar year, we will refund you a proportionate amount of the subscription fee for the closure period exceeding 30 days.

### 10. Membership for 16 and 17 Year Olds

16 and 17 year olds can be members in their own right but no direct debit will be accepted and if you wish to pay by this method it must be made by a parent or guardian on your behalf.

### 11. Liability

We and our employees, officers and agents will not be liable in any way for the loss of, or damage to, or theft of property or members or guests or for personal injury to, or death of, any member or guest, except to the extent that such loss, damage or personal injury or death arises from our wilful act, negligence or default.

### 12. General

We may transfer any of our rights and liabilities under this agreement, we will notify you of any such transfer.

You must inform us of any change in the personal details you have provided to us. If you fail to notify us of a change of address, any communications will be deemed to have been received by you 5 days after posting by us.

In the event of any disagreement in the interpretation of the facility rules our decision is final.

### 13. Membership Transfer

Membership type can be changed given one months notice in writing by the primary account holder to the membership Administrator.