

# TERMS AND CONDITIONS OF MEMBERSHIP

**These terms and conditions apply to all memberships and discount schemes at all times during the period of membership:**

## **Membership**

- Membership of Sir Ben Ainslie Sports Centre when paid by Direct Debit is for a **minimum period of three months and will not terminate automatically after this period**. Subscription payments will continue to be due until such time as the membership is cancelled as detailed below.
- 'Monthly' memberships can be purchased at any time and run for a period of 30 days.
- 'Annual' membership must be paid for upfront and runs for a period of 12 months.
- Sir Ben Ainslie Sports Centre reserves the right to refuse any application for membership or renewal of membership without providing any reasons for doing so.
- Sir Ben Ainslie Sports Centre membership fees are not refundable for any reason (including non-usage) except where Sir Ben Ainslie Sports Centre terminates a membership without giving a reason.
- Members must notify Sir Ben Ainslie Sports Centre of any change in contact details immediately.
- Authorised employees of Sir Ben Ainslie Sports Centre may terminate any members membership if:
  - The member fails to pay the subscription fee (or part of it) within thirty days of it becoming due, or
  - The member commits a serious breach or repeated breaches of these terms and/or the terms set out in the 'Conditions of Use', which are displayed throughout the Centre.
- Concessionary members are required to show initial proof of eligibility and thereafter every 12 months. Failure to provide eligibility will result in loss of concessionary status.
- The content of memberships at Sir Ben Ainslie Sports Centre may vary from time to time; any variation will be advised where possible with at least one week's notice posted on relevant display media. The current content and entitlement to services of all memberships shall be as displayed and publicised within Sir Ben Ainslie Sports Centre.

## **Membership Cards**

- A member must produce their valid membership card on entry to the facility to access activities at the appropriate rate. If not produced, then the full activity price will be charged.
- Membership cards are non-transferrable and can only be used by the person to whom it is issued. Infringement could lead to termination of membership without compensation.
- If a member's Membership Card becomes lost, stolen or a replacement card is required for any other reason, then it is the member's responsibility to advise Sir Ben Ainslie Sports Centre. Any replacement cards issued will incur an extra one-off cost.

## **Subscriptions & Payments**

- Direct Debits, where appropriate, will be collected on or around the 1<sup>st</sup> of every month. Payments must be made on time and if the member falls into arrears, then the member shall be required to make good on the payment and may also incur an administration fee.
- The value of the members Direct Debit will be amended from time to time to reflect any price increases at Sir Ben Ainslie Sports Centre. Revised prices will normally take effect on the 1st of January every year.
- Sir Ben Ainslie Sports Centre will automatically attempt to collect any arrears on Direct Debit memberships in addition to any fees due for the current period.
- When a member paying their subscription by Direct Debit changes their bank account details in any way, then immediate notification must be given to Sir Ben Ainslie Sports Centre and completion of a replacement Direct Debit mandate may be required.
- Monthly payments may increase due to change of age categories, i.e. Junior to Adult. Members will be notified in writing and given the opportunity to cancel their subscription before the price increase comes into effect.
- Members defaulting or coming into arrears will be pursued in accordance Sir Ben Ainslie Sports Centre Credit Control Policy, which may include County Court or Bankruptcy proceedings. Where such proceedings are required then the member shall be responsible for payment of any related fees or costs incurred by Sir Ben Ainslie Sports Centre to include any legal fees incurred.
- Members may upgrade their subscription at any time, upgrading a subscription will restart a new contract period in all respects.
- This arrangement will terminate automatically if any call upon the direct debit is refused, or if the direct debit mandate is cancelled; or on the death, mental incapacity, individual voluntary arrangement, or bankruptcy of the member; or forthwith on notice given by Truro School Enterprises LTD for any reason.

## **Cancellation of membership**

- **The member may terminate their membership when outside of any contract period** (the minimum contract period unless otherwise specified being three months) by giving Sir Ben Ainslie Sports Centre **one month's written notice**, either by post, email or by completing the appropriate 'Membership Cancellation Form'.
- Sir Ben Ainslie Sports Centre will provide confirmation of cancellation, either by post or email, within 7 working days from receiving written notice. If confirmation is not received it is recommended that the member contact Sir Ben Ainslie Sports Centre to ensure their cancellation has been received.
- If the member provides notice to cancel membership less than 5 working days before the end of the month, the full subscription fee will be payable by direct debit for the following month.
- If the member fails to give Sir Ben Ainslie Sports Centre one month's written notice it will be assumed that the member wishes to continue their membership and payments will continue to be claimed accordingly. If the member cancels their Direct Debit instruction during their contracted period, then the member shall be suspended and unable to use the centre's facilities until arrears are paid in full.

## **Leisure Centre Facilities & Usage**

- All activities are subject to availability and conditions of use: Some activities will require pre-booking
- Members wishing to utilise the Gym facilities, must first have undertaken the appropriate induction. An induction is required where a member has not used the Gym facility in the preceding twelve months.
- Junior members must abide by the stated gym admission times. Access times are available from a member of staff or on [www.sirbenainsliesportscentre.com](http://www.sirbenainsliesportscentre.com)
- Junior Memberships access times fluctuate during term and non-term time. Sir Ben Ainslie Sports Centre follows the termly timetable published by Truro School.
- Use of the swimming pool is subject to agreement of the general rules of the pool also known as 'normal operating & emergency operating procedure' (NOPs and EAPs). The NOPs and EAPs are enforced by the Lifeguard on duty to provide a safe environment: The lifeguards direction or advice is final.
- During busy periods we reserve the right to restrict entry to the swimming pool if it becomes overcrowded.
- Any Swim/or Gym member found bringing non-paying members into the gym or pool without authority will have their membership revoked.

### **Dress Code**

- Suitable training tops, shorts/leggings, sports shoes and proper swimwear are required to be worn at all times.
- Members must wear a form of dress as deemed appropriate by Sir Ben Ainslie Sports Centre to the time of day, place and activity being undertaken on all occasions.

### **Health & Safety**

- Only sealed plastic drinking containers are permitted in any training area.
- In the event of a fire, members must use the nearest available fire exit following the directional signs or instructions given by staff.
- Smoking is not permitted in any part of Sir Ben Ainslie Sports Centre or Truro School site.
- All members on application must answer a series of health questions. The applicant declares that to the best of their knowledge, the information provided is complete and accurate.
- Admission to Sir Ben Ainslie Sports Centre is subject to the facility operating at a safe capacity.
- The use of photographic equipment, including mobile phone cameras is prohibited within Sir Ben Ainslie Sports Centre unless prior permission has been granted by the appropriate Manager of Sir Ben Ainslie Sports Centre.
- Any member who suffers an accident whilst in Sir Ben Ainslie Sports Centre must report it to the nearest member of staff immediately.
- Swearing, abusive or threatening behaviour and any other anti-social behaviour will not be tolerated within Sir Ben Ainslie Sports Centre; offenders will be asked to leave and memberships could be cancelled.
- In the interests of hygiene, members are requested to wipe down all equipment after use.
- Members are particularly advised not to undertake strenuous physical activity for which they might be medically unfit and Sir Ben Ainslie Sports Centre will not be responsible for any harm caused to a member as a result of activities carried out by that member within Sir Ben Ainslie Sports Centre which are beyond their physical capabilities. Members are responsible to ensure they are fit and healthy to use the facility and seek clearance from their doctor before participation.
- Members must not use the facility while under the influence of alcohol, antihistamines, vasoconstrictors, narcotics or tranquilizers. Any member suspected of this will be requested to leave the Centre. Those with diabetes, heart disease, high/low blood pressure or any other medical condition which can be affected by exercise should gain permission from their GP prior to exercise.

### **Data Protection**

- All members agree to allow Sir Ben Ainslie Sports Centre to store their details on its database.
- Sir Ben Ainslie Sports Centre will comply with the Data Protection Act 1998.

### **General**

- Till receipts should be retained as proof of purchase.
- The opening hours of Sir Ben Ainslie Sports Centre may vary in line with promotions, pre-booked events taking place within the Centre and from time to time as required to facilitate any necessary maintenance and any other such reason. Where possible at least one weeks notice will be posted on relevant display media.
- Last entry to the facility is 30 minutes prior to the advertised closing time. Entry after this time will not be permitted.
- Sir Ben Ainslie Sports Centre reserves the right to close off areas of the Centre. Where possible at least one weeks notice will be posted on relevant display media. Where closures occur then there is no entitlement to members for any refund of subscription fees.
- Sir Ben Ainslie Sports Centre operates a 24 hour cancellation policy. All bookings cancelled by a member with less than the required 24 hours notice will not be eligible for any refund or transfer.
- Sir Ben Ainslie Sports Centre operates zero-tolerance approach against violence, aggression or threatening behaviour towards its staff and members of the community. Any offenders will be asked to leave the site and will have their membership revoked.
- Where lockers are provided they are for use whilst in the Centre, however, property is left at the member's own risk and Sir Ben Ainslie Sports Centre reserves the right, in its absolute discretion, to refuse to take responsibility for or store any personal property or possessions.
- The terms & conditions of membership at the Sir Ben Ainslie Sports Centre may alter from time to time. Any changes will be re-printed and will be displayed on relevant display media.
- Sir Ben Ainslie Sports Centre and its employees will not be liable in any way for the loss of or damage to, property belonging to members or personal injury to or death of any member, except to the extent that such loss, damage or personal injury or death arises from the negligence of Sir Ben Ainslie Sports Centre of any of its employees or agents.
- Any customer not complying in accordance with the rules, regulations and terms and conditions of facility use will be asked to leave the Centre and their membership may be revoked. In such an event as a membership is revoked then no refund of fees paid will be made.
- These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.