

## **TERMS AND CONDITIONS OF MEMBERSHIP - 12 MONTHS DD**

Welcome to the Expressions membership. We aim to provide facilities and services, which meet and exceed your expectations. If at any time you feel we have failed to meet these standards, please do not hesitate to contact a member of our team, or complete a customer comment feedback form.

We will work hard to ensure your visit to the centre is a pleasant one.

### **Conditions of Use**

#### **Cancellation and Financial Terms**

1. This membership package is offered for a minimum of 12 months. The Direct Debit contract will commence on the date stated under Date of First Direct Debit. If you wish to terminate your Direct Debit membership agreement you must do so in writing to the centre where you joined. Terminations will be subject to a single cancellation fee equivalent to 2 monthly payments where membership is cancelled during the first 12 months of the contract from the Date of First Direct Debit. If the termination process is not followed legal proceedings may be taken.

2. Members can pay either by annual subscription in advance, or monthly by Direct Debit. For granting this credit, members pay an additional 10% charge which is incorporated in the Direct Debit payments. For the avoidance of doubt this agreement is not a Consumer Credit Agreement.

3. Members joining in person at the centre are not entitled to a cooling off period.

4. Your membership will commence from the date of signing the membership contract, the following terms are applicable from this date.

5. The membership term is a minimum of 12 month and your Direct Debit payments will continue beyond 12 months until such time you advise us in writing of your intention to cancel.

6. The Member can, at any time beyond the 12 month initial membership term, cancel their membership by providing the Company a full calendar month written notice. All Membership Fees will be payable up to the date of cancellation. If you wish to cancel your direct debit membership agreement you must do so in writing addressed to the centre manager at the leisure centre where you

joined. The written cancellation by recorded delivery letter, in person at the centre which you joined (where you should obtain proof of receipt) or email must be received and acknowledged by a member of staff at the leisure centre. Once processed you will receive confirmation of the cancellation - this must be retained as proof of cancellation. If confirmation has not been received after 7 days you must contact the centre. If the cancellation terms are not followed legal proceedings may be taken and administration charges may apply.

7. Where a Direct Debit has failed or a member has purported to have cancelled their Direct Debit without prior agreement, the membership shall be suspended until payment is received. Any member who falls behind in payments for more than 1 (one) calendar month will forfeit his/her membership. Upon failure to make payment, subsequent re-instatement of the membership or any future membership will be subject to the outstanding membership fees being paid in full. If the contract terms are not followed legal proceedings may be taken and administration charges may apply.

8. In exceptional circumstances, e.g. injury or pregnancy, you may be allowed to freeze your membership for an agreed period (up to a maximum of 6 months). This request must be made to your centre in writing, stating the reason for the freeze and including supporting medical evidence. Once processed you will receive confirmation of the freeze period - this must be retained as proof. The frozen period does not count towards your minimum membership term. We reserve the right to decline your application, or apply an administration fee.

9. During the first 12 months, you can transfer your Direct Debit membership to a friend or relative who can then take over the remainder of your existing membership term. A nominal administrative charge of £25 for the transfer will be made to the new member. Please contact the centre for a transferral form.

10. We will inform you a minimum of two weeks in advance of any price increase, by letter or email. It is the member's responsibility to inform the centre of any changes to your personal and contact details including address, telephone number and email address so that such communications may be made.

11. **Parkwood Leisure, its subsidiaries and Partners.** reserve the right to adjust or amend the terms and conditions as necessary without prior notice.

Members are requested to adhere to the terms and conditions of use. These may vary from time to time within the centre of choice.

12. We reserve the right to cancel a membership at our sole discretion and without paying compensation.

## **Usage Terms**

13. All members are required to show their membership card at reception, or swipe through the fast track access point on arrival at the centre. Members may be refused free entry into Expressions activities without a valid card. A photograph will be required upon joining for identification purposes, those joining online will also be required to have a photograph taken on their first visit.
14. Membership cards are non-transferable and must only be used by the registered cardholder. Only the cardholder can make bookings.
15. There may be small charge to replace lost or stolen membership cards.
16. Certain activities under the Expressions membership require advanced booking to guarantee availability. Members are permitted to book up to 14 days in advance \*local variations apply, please see joining pack for further information.
17. Failure to attend a class after reserving a place may lead to a charge equivalent to the non-member rate being applied to your account or limitations placed on your advanced booking rights. Cancellation of reserved sessions is permitted without charge, when made at least 24 hours in advance of the activity start time.

### **Data Protection**

18. Unless specified on your registration form, by taking out an Expressions membership you are agreeing to be contacted by Parkwood Leisure, Subsidiary Companies and Partners. In order to keep members up to date with promotions and support services, Parkwood Leisure, Subsidiary Companies and Partners may email customer communications on an ad hoc basis - on occasions a third party may be used. Members email addresses will not be shared with third parties for promotional purposes of external goods or services.

### **Facilities**

19. We reserve the right to withdraw all or any part of our facilities for short periods of time to carry out routine maintenance and for exhibitions/events. Members will be given advance warning of these times and no refunds will apply in these circumstances provided they occur no more than 10 times in any 12 month period. If other circumstances occur that are beyond our control, and require the closure of the whole or part of the facility (e.g. gym/swimming pool) for more than 1 day in any 6 month period, your membership may be transferred to an alternate venue in the first instance. Where an alternate venue is not available your membership will be extended by the period of the closure. If such a closure persists for more than 14 consecutive days, you will be given the opportunity to cancel your membership and obtain a refund for the unexpired Term.
20. Parkwood Leisure, Subsidiary Companies and Partners reserve the right to amend the service provided as part of the membership, giving a minimum notice period of 1 month.

### **Health and Safety**

21. Prior to using any fitness equipment new members are required to undertake a supervised induction with a member of the Expressions fitness team; these inductions should be booked in advance. Equipment and facilities must be used in a safe manner and in accordance with training or guidance given by a qualified member of staff or relevant signage; no equipment or facilities should be used if guidance or training has not been received. Facilities' users are responsible for their own health and safety and should conduct their activities in a safe manner at all times so as to not impact on the health and safety of themselves or others when on the premises.

22. Booking times for all expressions activities must be adhered to for Health and Safety reasons. As a result, if you attend at a later or earlier time than booked you may be refused entry.

23. We accept no liability for lost or stolen goods whilst on our premises unless as a direct result of our negligence. Property stored in lockers is at your own risk. Cars parked in the car park and all contents in them are your responsibility and we will not accept liability for loss or damage to them.

### **Local Conditions**

24. Members must comply with conditions of use displayed throughout the centre relevant to each activity.

25. The Expressions membership subscription when purchased on-line offers a 14-day cooling off period from the specified start date of the membership. Customers may cancel the membership within this time frame without penalty, provided the facilities have not been used during that time. If you wish to cancel your direct debit membership agreement you must do so in writing addressed to the centre manager at the leisure centre where you joined. The written cancellation by recorded delivery letter, in person at the centre which you joined (where you should obtain proof of receipt) or email must be received and acknowledged by a member of staff at the leisure centre. Once processed you will receive confirmation of the cancellation - this must be retained as proof of cancellation. If confirmation has not been received after 7 days you must contact the centre. If the cancellation terms are not followed legal proceedings may be taken and administration charges may apply. Any joining or pro-rata fees that have been paid within this time will be refunded if facilities have not been used.

### **Key terms of Usage**

1 The membership term is a minimum of 12 month and your Direct Debit payments will continue beyond 12 months until such time you advise us in writing of your intention to cancel. If you wish to terminate your Direct Debit membership agreement you must do so in writing to the centre where you joined.

Terminations will be subject to a single cancellation fee equivalent to 2 monthly payments where membership is cancelled during the first 12 months of the contract from the Date of First Direct Debit. If the termination process is not followed legal proceedings may be taken.

2. The Member can, at any time beyond the 12 month initial membership term, cancel their membership by providing the Company a full calendar month written notice. All Membership Fees will be payable up to the date of cancellation. If you wish to cancel your direct debit membership agreement you must do so in writing addressed to the centre manager at the leisure centre where you joined. The written cancellation by recorded delivery letter, in person at the centre which you joined (where you should obtain proof of receipt) or email must be received and acknowledged by a member of staff at the leisure centre. Once processed you will receive confirmation of the cancellation - this must be retained as proof of cancellation. If confirmation has not been received after 7 days you must contact the centre. If the cancellation terms are not followed legal proceedings may be taken and administration charges may apply.

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