

# TERMS AND CONDITIONS OF MEMBERSHIP

## 1. Facilities

Access to all facilities and activities are subject to session times and availability.

Although every effort will be made to keep to the published programme, we reserve the right to amend our activity programme and opening times.

All pre-bookable activities may be booked 8 days in advance for All Inclusive Members. All other members and pay as you go customers are able to book fitness classes and all other pre-bookable activities 7 days in advance. This can be done by visiting or telephoning Bridport Leisure Centre. All bookings will need to be paid for at time of booking unless included in the membership.

Cancellation of any pre-booked activities requires a minimum of six hours notice in order to avoid being subject to a penalty charge.

It may be necessary to undertake essential maintenance to the facility and its equipment. We will make every attempt to give advance notice where possible and minimise disruption and inconvenience. Refunds will not be given unless deemed appropriate by Bridport Leisure Centre.

## 2. Membership

For membership security you will be asked to have your photograph taken for our membership records.

The membership is specific to the individual, although transfer of membership is permissible if agreed by the Membership Team.

All members are required to present their Bridport Leisure Centre membership card on each visit to the Centre. A ticket will be given which must be handed in when participating in the chosen activity.

Membership cards are non-transferable and may only be used by the person to whom it has been issued.

Damaged, lost or stolen membership cards must be reported to Bridport Leisure Centre. If lost, you will be subject to a replacement card fee.

## 3. Payments

For security purposes you are required to show proof of your identity (drivers licence or passport) and banking details (debit card, bank statement, cheque book) before setting up a Direct Debit.

A pro-rata payment will be payable on day of joining. The pro rata payment covers the cost of your membership until your first Direct Debit is collected. Any applicable joining fees will also be payable on day of joining.

A Direct Debit will be set up with your bank. Payments will be collected on either the 1st or 15th of every month. Should your payment date fall on a weekend or Bank Holiday your payment will be collected on the nearest date thereafter.

We will continue to collect Direct Debit payments after your minimum contracted period until we receive one months written notice to cancel.

You are obliged to make every Direct Debit payment regardless of non attendance, except where the cancellation terms apply.

In the event of a Direct Debit being returned unpaid, we have the right under BACS regulations to represent a payment 14 days after the original payment date. Should the recollection also fail, you will be suspended from using the facilities and a £10.00 charge will be applied to your account.

Failure to pay any amounts due within your minimum contracted period may be passed to a Debt Recovery Agent for the collection of outstanding fees.

A 14 day cooling-off period is offered. Any refund will be less the value of the service provided up to the point of cancellation.

Your monthly payments will be reviewed and may be subject to change at the end of your agreement and multiples of this agreement thereafter. In the event of a price change, we will provide at least 10 working days notice regarding your new payment amount.

Concessionary memberships are subject to a 12 month revalidation. Memberships will automatically revert back to the full price unless Bridport Leisure Centre are instructed by the member to renew the concession by providing recent proof of eligibility (i.e. Letter of Benefits Award). Concessionary memberships are also available to those of retirement age or older.

Young person memberships will automatically be upgraded to Adult membership when the member turns 25. We will provide at least 10 working days notice regarding your new membership rate.

This is not a Credit Agreement as regulated by the Consumer Credit Act.

## 4. Change of Details

Should your personal details such as name, address, telephone numbers or email address change please notify us immediately so we can amend your records accordingly.

## 5. Freezing

We offer the opportunity to temporarily suspend or 'freeze' a membership in the event of prolonged absence. Membership freezes are available for one calendar month up to a maximum of three calendar months and are only available to Direct Debit payers who have completed their minimum contracted period. Memberships within a contracted may only be frozen under extraordinary circumstances (i.e. pregnancy, illness, injury or job loss) and proof of such circumstance will be required.

Any requests to freeze a membership must be made by submitting one months notice in writing or by completing a freeze request form at Bridport Leisure Centre.

## 6. Cancellation

Cancellations can be made at the end of the minimum contract by submitting one months notice in writing or by completing a cancellation form at Bridport Leisure Centre.

Cancellations within the minimum contracted period are only permissible in the following circumstances:

- If we fail to maintain a standard of service you would reasonably expect.
- If we alter the operating hours of the service unreasonably.
- If you develop a medical condition which prevents you from using the facilities on an ongoing basis. An appropriate medical practitioner must provide written evidence this is so.
- If you move away from the area by a distance we consider, at our sole discretion to be too far to travel for regular use. We shall require evidence that such a move has taken place.
- If you lose your employment and are unable to keep up with monthly payments as a result. We shall require evidence of this change in circumstance.

If you re-join as a member at any time you will be required to pay any applicable joining fees.

## 7. Data Protection

Bridport & West Dorset Sports Trust Ltd is committed to maintaining the personal data that you provide in accordance with the requirements of the Data Protection Act 1998. Bridport & West Dorset Sports Trust Ltd will treat all personal data as confidential and will not use or process it other than for legitimate purposes. We will ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Bridport & West Dorset Sports Trust reserves the right to amend and update terms and conditions at any time.

## The Direct Debit Guarantee

- This guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, Bridport Leisure Centre will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If you request Bridport Leisure Centre to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Bridport Leisure Centre or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when Bridport Leisure Centre asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

