



# Membership Terms & Conditions

## August 2023

Please read and consider carefully the following prior to signing the agreement. In signing this agreement, the applicant accepts the contents completely and agrees to be bound by them. Salt Ayre Leisure Centre reserves the right to amend these terms and conditions by issuing 30 day's notice of the alterations to members.

### 1. 1. Centre Rules

- 1.1. You must comply with the centre rules/etiquette which forms part of this agreement.
- 1.1a All users must act in a courteous and polite manner when addressing staff and other customers.
- 1.1b All users must treat all equipment and facilities with respect and not cause any damage.
- 1.1c Any damage knowingly caused to facilities or equipment must be paid for by the users responsible.
- 1.1d Appropriate sportswear, including footwear, must be worn when using facilities. No studs, spikes or cleats to be worn indoors.
- 1.1e No bags to be taken on to the gym floor or immersive studio.
- 1.1f All bags and belongings should be stored in lockers provided. All items left at owner's risk.
- 1.1g We can refuse access to the centres facilities if we consider your health maybe adversely affected by the use of such facilities. In such circumstances you will be referred to your GP.
- 1.1h Any guests of members must pay the appropriate Pay As You Go rate to use facilities.
- 1.1i Salt Ayre Leisure Centre cannot be held responsible for any loss or damage to property suffered by any person using the centre, unless it arises from negligence.
- 1.1j No scooters, bikes, wheelies, skates or skateboards to be used indoors outside of structured sessions.
- 1.1k Showers are for the use of patrons of the centre only, not for the general public.
- 1.1l All children under the age of 8 must be accompanied by a responsible adult at all times.
- 1.2. We may change the rules/etiquette at any time. We will post notice of any changes at the centre.

### 2. Changing the Agreement

- 2.1. We can change the agreement at any time. We will give you 14 day's notice of this change in writing at the address you have given us.

### 3. Facilities

- 3.1. You are entitled to use the facilities available for your category of membership package.
- 3.2. You may have to pay additional charges to use certain other facilities/activities at the Centre. You can get a list of these from our reception points. We can change these prices at any time.
- 3.3. The Leisure Centre may amend opening/closing times during public holiday periods. Facilities may also close for occasional special events. Notices will be displayed in the centre in advance notifying customers of any changes. No refunds will be available for these periods.
- 3.5. We may change the centres opening times or withdraw any of the facilities at any time if we need them for events, tournaments, exhibitions or other special activities.
- 3.6. We may need to close a facility or part of it for repair/refurbishment on the grounds of health and safety or improving customer service. Fitness classes may also have to be cancelled due to unforeseen instructor unavailability or on occasions when unable to find cover for Instructor leave. In these circumstances we will use our best endeavours to:
  - 3.6.1. Give as much notice as is reasonably practicable by displaying notices in the centre.

- 3.7. Your membership does not give you priority over other users or guarantee the availability of facilities.
- 3.8. Salt Ayre Leisure Centre management reserve the right to change the activity programme. Prior notice will be given in the centre relating to activity cancellations or the introduction of new sessions.
- 3.9. Promotions do not apply to existing members who are currently under contract.
- 3.9.a The Members Area is accessible for individuals aged 16 years and over only, and must only be accessed by current members.
- 3.9.b The Tranquil Spa Thermal Journey is accessible for individuals aged 18 and over only.
- 3.9.c Members will have access to the online class booking system from 8am 7 days prior to each class taking place.
- 3.9.d Membership does not guarantee admission to classes; places must be booked in advance to ensure access.
- 3.9.e Users will not be allowed entry to fitness classes if they arrive more than 5 minutes after the class start time.
- 3.9.f Users are expected to cancel any class bookings they cannot attend up to 2 hours before the start time of the class. Cancellations can be made via the online booking system, by calling the centre reception team on 01524 847 540, emailing [saltayre@lancaster.gov.uk](mailto:saltayre@lancaster.gov.uk) or sending a Direct Message to the Salt Ayre Facebook Page [Facebook.com/saltayreleisurecentre](https://www.facebook.com/saltayreleisurecentre). If users fail to cancel class bookings in the allotted time, they will be issued with a strike against their account. If three strikes are issued within a 28 day period, all class booking rights are removed for the 7 days consecutive to the last strike being issued. This includes online booking, booking in person, via email or social media, and over the phone.
- 3.9.g We reserve the right to close facilities for up to two weeks due to refurbishment or maintenance, without compensation having to be offered to customers.

#### **4. Membership Cards**

- 4.1. You must submit your membership card at respective reception points when accessing facilities; otherwise we will charge you the standard casual rate.
- 4.2. All members must have their photograph taken for identification purposes; this will be stored on Salt Ayre Leisure Centre database. This information will solely be used by Salt Ayre Leisure Centre and will not be released to any third parties.
- 4.3 Members will be asked to produce photographic identification as part of the induction process, to verify identity. This can be in the form of a valid passport, driving license or identification card.
- 4.4. Membership cards are to be used by the registered user only. Any membership card being used by anyone other than the authorised user will result in the cancellation of the membership and the forfeiting of any payment fees already made.
- 4.5 Lost or damaged membership cards will be replaced once an administration fee of £2.50 has been made.

#### **5. Junior Members and Children**

- 5.1. If you are 14-17 (inclusive) your parent or guardian must sign this agreement on your behalf, in the presence of a member of staff. By signing this agreement your parent or guardian agrees to be responsible for your behaviour and actions at all times and to pay us any amounts that are due on your behalf.
- 5.2. When you reach 18 your junior membership will end and you will automatically and immediately become a full adult member and must sign a copy of this agreement.
- 5.3 Please be aware that Junior members will be exempt from attending some fitness classes due to health and safety reasons. Please refer to the class timetable, or speak to a member of staff for more information.
- 5.4 Juniors under 16 years of age are unable to use the Training Zone facility, or free weights due to health and safety reasons.

5.5 Please be aware that Junior members are restricted to using the facilities of the centre during off-peak hours only.

Off peak hours: 6am - 6pm Monday - Friday, 8am - 5pm Saturday & Sunday

## 6. Direct Debit Payments

6.1 An initial pro-rata payment will be taken upon signing up. This is non-refundable.

6.2 Any queries regarding direct debit payments, charges, change of bank details or payment date, please contact Debit Finance e-mail;

[info@debitfinance.co.uk](mailto:info@debitfinance.co.uk) telephone: 01908 422 007. Queries will be dealt with as per their company terms and conditions.

6.3 Monthly fees can be frozen without charge for health reasons, injury or pregnancy for up to 6 months submitted in writing to Debit Finance (e-mail [info@debitfinance.co.uk](mailto:info@debitfinance.co.uk), telephone: 01908 422 007) with a doctor's note. (Minimum 1 month)

6.4 Monthly fees can be frozen for holidays over 1 month for a charge of £5 per month for up to 3 months within a 12 month period submitted in writing to Debit Finance (e-mail [info@debitfinance.co.uk](mailto:info@debitfinance.co.uk), telephone: 01908 422 007).

6.5 The membership is a 12 month rolling contract.

6.6 If you find yourself in financial hardship, and therefore unable to honour your Direct Debit payments, please contact Debit Finance (e-mail [info@debitfinance.co.uk](mailto:info@debitfinance.co.uk), telephone: 01908 422 007) to discuss available options.

## 7. Collecting Your Monthly Direct Debit Subscriptions

7.1 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.

7.2 If you fail to make a payment on time, you will incur the following charges:

1. Fail to pay the subscription on the due date £15.00.

2. Fail to pay the missed subscription within 7 days of the date of a reminder correspondence £30.00.

3. Fail to pay the arrears and accrued charges within 7 days of the date of a Final Notice £45.00.

7.3 Late payment charges become payable immediately when they are incurred.

7.4 Other Charges include:

1. Payment other than by Direct Debit £5.00.

2. Any cheque returned unpaid by your bank £10.00.

7.5 DFC is also our agent for serving notice and collecting any Termination Payment which becomes due. Any notice served on you in accordance with the terms of this contract, will be deemed to have been delivered to you the next day after it is despatched by us, or our agent.

7.6 If you would like to make a complaint with the service you have received from DFC, this should be in writing or by e-mail to ([info@debitfinance.co.uk](mailto:info@debitfinance.co.uk)). You may also request a copy of our complaints handling policy.

## 8. Membership Cancellation

8.1 Direct Debit membership cancellations must be processed by Debit Finance (e-mail: [info@debitfinance.co.uk](mailto:info@debitfinance.co.uk) telephone: 01908 422 007), as per their company terms and conditions.

## 9. Annual Memberships

9.1 Annual memberships are non-refundable

9.2 Annual memberships can be frozen without charge for health reasons, injury or pregnancy for up to 6 months submitted in writing to Salt Ayre Leisure Centre (e-mail [healthandfitness@lancaster.gov.uk](mailto:healthandfitness@lancaster.gov.uk), telephone: 01524 847540) with a doctor's note. (Minimum 1 month)

9.3 Annual memberships can be frozen for holidays over 1 month for a charge of £5 per month for up to 3 months within a 12 month period submitted in writing to Salt Ayre Leisure Centre (e-mail [healthandfitness@lancaster.gov.uk](mailto:healthandfitness@lancaster.gov.uk), telephone: 01524 847540).

## **10. Pay Monthly Memberships**

10.1 Pay monthly memberships are non-refundable.

10.2 Pay monthly memberships cannot be frozen for sickness or holidays.

## **11. Spa Memberships & Spa Bolt On Memberships**

11.1 All Members must abide by the Spa Etiquette rules:

- Please be quiet in the spa, changing area and relax rooms to ensure a relaxing experience for all guests.
- A small towel is provided to sit on during the spa thermal journey. Please bring an additional towel with you to use when showering.
- Place all your belongings, including mobile phones, in the lockers provided.
- No food or drink allowed in the thermal area.
- Swimwear must be dry, clean and worn at all times.
- Sit on a towel at all times.
- Do not use the health shower to wash hair – it is for a temperature change only.
- No shaving allowed in the spa.
- Before leaving ensure you are dressed and have all of your belongings.
- Inform reception before leaving.

10.2 Spa Bolt On Memberships can only be added to an existing, valid memberships. 10.3 Bolt On Memberships and Full Spa Memberships are restricted to persons aged 18 years and older.

Please read this disclaimer:

I confirm that if I use the equipment or attend fitness classes at Salt Ayre Leisure Centre I do so at my own risk. I hereby absolve Lancaster City Council, its operators, agents, employees, consultants and advisors from all liability howsoever caused from any injury or damage sustained to me through use of the premises and/or equipment installed in the fitness suite or from my participation in any physical exercise on the premises. I hereby indemnify Lancaster City Council and its operates, agents, employees, consultants and advisors against any claim, cost and damages in respect of any action brought by me or by my personal representatives in respect of the use of equipment or participation in physical exercise on the premises. This indemnity does not exclude Lancaster City Council, its operators, agents etc from its statutory obligations or common law negligence. I confirm I have read, understood, and agree with the terms and conditions outlined in the Health & Fitness code of conduct and (if applicable) Membership Terms & Conditions, and accept any future amendments.