

## **Membership Terms and Conditions**

### **1 The Leisure Centre**

- 1.1 The "Leisure Centre" is any Leisure Centre managed by Wiltshire Council or any of its subsidiaries or associated companies ('The Council').
- 1.2 The Council may appoint a third party to manage and operate a Leisure Centre on its behalf ("The Operator").
- 1.3 The "Minimum Term" is the term of Membership set out in the Leisure Application Form during which the Member is liable for all payments (save for when the cancellation is due to ill health as set out in the Cancellations and Refund Policy). Membership will automatically continue on a month-to-month basis after the minimum term ends but may then be cancelled in accordance with Clause 5.

### **2 The Council**

- 2.1 The Council or the Operator shall manage and operate the Leisure Centre and deal with all matters in relation to it.
- 2.2 The Council offices are located at: Bythesea Road, Trowbridge, Wiltshire, BA14 8JN. Tel: 0300 456 0100  
Email: customerservices@wiltshire.gov.uk

### **3 Acceptance of Membership**

- 3.1 The decision to accept the application of a potential Member shall be at the sole discretion of the Council or Operator. The Council or Operator reserves the right to verify or require proof of all information given in order to obtain Membership and any fraudulent or wrongful information given to obtain such Membership could result in the cancellation of all Membership rights and lead to the repayment of all monies due to the Council.
- 3.2 Where Membership is accepted Membership will begin on receipt of the initial fee and the date of this agreement and a Membership Card issued. The Membership Card remains the property of the Council and entitles the holder to the rights and privileges exercisable by the category of Membership of the holder.
- 3.3 The acceptance by the Council or Operator of an application for Membership of the Leisure Centre constitutes a legally binding agreement between the Member and the Council or Operator. The Member agrees to be bound by the rules and regulations of the Leisure Centre which are in force from time to time.
- 3.4 Only a single signature is required for multiple Memberships on the Leisure Application Form however all persons named in the Membership are bound by these terms and conditions.
- 3.5 Persons aged 15 years and under cannot utilise Direct Debit instructions from their bank accounts and must provide Direct Debit instructions from a parent or guardian bank account.
- 3.6 Membership cards are issued to all current Members and must be shown at the Leisure Centre reception to gain entry every time a visit is made to the Leisure Centre. Casual rates may be charged, and access delayed if you do not have your card. Membership cards are a means of entry only and any fees required must be paid prior to use of the facilities.
- 3.7 Membership Cards may only be used by the registered Member and any fraudulent use of the Membership card by the Member or a person associated with the Member will result in cancellation of that Membership with no refund being made by the Council. Lost or damaged Membership Cards may be subject to a replacement charge being made by the Council.
- 3.8 Courts can be booked in advance (the number of days will depend on your Membership), quoting the Membership Card number. Only one court can be booked per Membership at any one time. The person booking the facilities must be present. Payment is made when you use the facilities unless otherwise stated.
- 3.9 In order to protect the security of Membership Cards it will be necessary to have your photograph taken and stored on the Membership database. This is for internal use only and enables us to protect your card against misuse.
- 3.10 It is your responsibility to ensure that the Leisure Centre has your most up to date contact information, this includes postal address, email address and phone numbers.
- 3.11 The Council or Operator will continue to use the Member's details for marketing purposes on expiry of Membership, unless the Member requests to have their details deleted.
- 3.12 Eligibility proof is required for Concession, Corporate and Junior memberships and the Council may request, at its sole discretion, continued evidence for the relevant Membership Type.
- 3.13 Cancellation notice is required for all bookable activities, and a failure to provide this notice will result in a fee being charged and/or booking privileges being revoked. Refer to the cancellations and refunds policy. If this charge is for a junior, then the parent/guardian accepts responsibility for the debt.
- 3.14 Any debts are to be collected via debit/credit card or cheque within 7 days of the charge being made.
- 3.15 You have sole responsibility of your child(ren) when they are not involved in a Council activity. Under 8s should be supervised at all times by a responsible adult (16+) when not participating in an activity.

#### **4 Upgrade/downgrade of Membership type**

4.1 If a Member wishes to upgrade or downgrade their Membership Type, the centre requires 14 days written notice before the 28th of the month preceding the next payment date. All correspondence must come from the member associated with making the Membership payment.

4.2 An additional pro-rata payment may be required when an upgrade is completed. This will be automatically worked out by the computer system and will be payable at the time of upgrade.

#### **5 Cancellation of Membership**

5.1 The Member has the right to cancel this Membership agreement:

5.1.1 within 14 days of receiving this agreement by sending written notice of cancellation to the centre manager. If you cancel within this timeframe the Council shall refund in full the joining fee and any monthly subscription payments, you have made.

5.1.2 at any time during their Membership, however:

5.1.2.1 by entering into the contract, you will be liable for the payment of all fees due throughout the minimum term. Subject to 5.1.1, if you wish to cancel your Membership during the minimum term, and do not make the payments due during that term, legal action will be taken to recover the full balance owed for the remaining length of the minimum term.

5.1.2.2 if the minimum term has lapsed and you wish to cancel your Membership, written notice must be given before the 28<sup>th</sup> of the month preceding your next payment.

5.1.3 any cancellation must be completed in line with clause 5.2. Please refer to the Cancellations and Refund Policy for full details.

5.2 Any such cancellation will only be considered if applied for in writing to the centre manager and cancellation will be at the complete discretion of the council. Refer to the Cancellations and Refund Policy. The Council has absolute discretion in deciding whether to allow the cancellation of Memberships during the minimum term (for Direct Debit's) or the length of the Membership (for annuals).

5.3 It is the Member's responsibility to cancel their Direct Debit with their bank.

#### **6 Freeze**

6.1 Direct Debit members who are not able to visit the centre due to illness, injury or pregnancy can apply for an 'At Home' Membership on production of a doctor/hospital letter. This will "freeze" the Membership and will reduce the Direct Debit to £5 a month for the duration of the freeze. Freezes are for a maximum of three months. Contact the centre manager in writing if you need a further freeze. In exceptional circumstances a freeze will be considered for holidays over one month.

6.2 Swimming and Gymnastic lesson memberships are not eligible for the freeze 'At Home' Membership, due to restrictions on class spaces.

6.3 Freezing your Membership will not cancel your Membership. To cancel your membership, you must follow the procedure in clause 5.

6.4 In the event of an Act of God or emergency, the Council may freeze Memberships for up to 3 months' and that during the period, payments will not be taken for the period.

#### **7 Privacy and Data Protection Policy**

**7.1 Data Protection Legislation** means any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy. **Data Controller, Data Processor, Data Subject, and Personal Data** take the meaning given in the Data Protection Legislation.

7.2 The Council is a Data Controller of Personal Data provided to it for this agreement. The Council shall, where processing Personal Data on your behalf, ensure that it complies with your documented instruction regarding that Personal Data unless the Council is required to do so otherwise by law. The subject matter, duration, nature and purpose of processing, the type of Personal Data and the categories of Data Subjects are set out at 7.6.

7.3 The Council shall, where processing Personal Data on your behalf:

7.3.1 ensure that any persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation to confidentiality;

7.3.2 take all measures required pursuant to Article 32 of the GDPR;

7.3.3 make available to you all necessary information to demonstrate compliance with the obligations set out in Clause 7.2.

7.4 The Council will process the information you provide for these terms and conditions in accordance with this clause 7.

7.5 As at the date of signature, you consent to the council appointing a third-party processor (a Data Processor) of Personal Data for this agreement. The third-party processor of Personal Data will enter into a written agreement with the Council incorporating terms which are appropriate to the processing of the Personal Data. The Council will remain fully liable for all acts or omissions of the third-party processor appointed by it.

7.6 Processing your personal data is necessary for the performance of this contract. Wiltshire Council will use your personal data for the purposes of administering your Membership (including fees and other sums due to us), vetting people applying for the Membership, access control, providing you with services such as maintaining training, fitness, health and diet records, compiling and administering Wiltshire Council databases and internal administration such as training, detection and prevention of crime (for which we do have CCTV monitoring in certain places). We store your personal data in a secure manner within the UK. Where the information is sensitive (for example health and medical details) we take extra care of this information and will not pass it to any other parties. We will keep your data for 1 year after expiry of your Membership. If you have any questions regarding the processing of personal data or you wish to see your personal data please contact [informationgovernance@wiltshire.gov.uk](mailto:informationgovernance@wiltshire.gov.uk) or The Corporate Information Team, County Hall, Bythesea Road, Trowbridge, BA14 8JN. A more detailed notice of what we may do with your information, and about your information rights is available at [www.wiltshire.gov.uk/leisure-memberships](http://www.wiltshire.gov.uk/leisure-memberships). Any access request may be subject to a fee to meet our costs in providing you with details of the information we hold about you.

### **8 Limitation of Liability**

8.1 The Member acknowledges that the Council's and Operators obligations and liabilities in respect of the Leisure Centre are defined in this agreement.

8.2 The Member is responsible for the consequences of any use of any of the facilities of the Leisure Centre. The Council will not be liable for any indirect or consequential loss, damage, costs, expenses, theft or damage to property, whether arising under contract, tort (including negligence) or otherwise.

8.3 The Council accepts liability to the extent that it results from the negligence of the Council and its employees for death or personal injury without limit.

### **9 Physical health of Member**

9.1 The Member warrants and represents that they are in good health and are not knowingly incapable of engaging in either active or passive exercise. The Member further warrants that such exercise would not be detrimental to their health, safety, comfort, well-being or physical condition.

9.2 Before using any Leisure Centre facilities the Member must read and comply with the health and wellbeing verification. Those using the Fitness Studios will be required to sign the statement prior to using the facilities.

9.3 All Members wishing to use the Fitness Studio must partake in an induction by a Wiltshire Council member of staff prior to their first solo use.

9.4 You may be refused access to the Leisure Centre if the Council or Operator consider the use of such facilities could put your health at risk.

### **10 Assignment**

10.1 The Council may assign the benefit of these terms and conditions of Membership to a third party on similar terms and conditions without notice being served upon the member to that effect.

### **11 Membership**

11.1 Details of each type of Membership are available from the Leisure Centres.

11.2 Memberships shall be determined on an individual basis.

11.3 The type of Membership will be amended by the Council or Operator where appropriate. You will be provided with notice of the change in writing with confirmation of any change in the monthly membership fee. You should inform us if you would like to terminate the Membership within 1 month of the date of the notice.

11.4 A Racket Zone membership can only be used at the centre where the membership is purchased.

11.5 Other categories of Membership shall be stipulated by the Council from time to time.

### **12 Monthly Membership Charges (Direct Debit)**

12.1 The Member is liable to pay all monthly membership/course fees irrespective of actual usage of the Leisure Centre facilities, (this may include a pro-rata fee up until the first Direct Debit payment collection date). Subsequent monthly fees are payable in advance by Direct Debit which will be collected on or just after the 5th of each month.

12.2 The amount you pay depends on your type of Membership, as detailed on the Leisure Application Form, or subsequently amended in accordance with Clause 11.3.

12.3 The Council or Operator reserves the right to increase monthly membership fees at any time, and Members will be notified of any changes in advance, in writing.

12.4 The minimum term does not constitute the length of this contract and the monthly payments will continue indefinitely until the Membership is cancelled in accordance with clause 5.

12.5 Lapses in your monthly membership payments may incur a new joining fee.

12.6 We may charge you an additional fee if:

12.6.1 The direct debit details you gave the Council were wrong;

12.6.2 There are not enough cleared funds in your bank account;

12.6.3 You have cancelled your direct debit without giving us the notice required in clause 5

12.7 Whilst you continue to owe the Council a monthly membership payment or any other fee you will not be allowed to enter the Leisure Centre and we may cancel your Membership.

12.8 The Council have the right to start procedures to collect any outstanding monthly payments at any time.

12.9 If your direct debit details you gave the Council are wrong or you have cancelled your direct debit without giving us the required notice to terminate your Membership, you must make payment by cash, cheque, debit or credit card and you must provide your correct direct debit details.

12.10 If there are not enough funds in your account the Council may try to again to withdraw the monthly membership payment by direct debit, but if the Council cannot collect payment by direct debit you must make the payment by cash, cheque, debit or credit card.

12.11 If in any of these circumstances the Council cannot collect payment the Council may cancel your Membership immediately and without notice.

### **13 Expulsion of Members or Termination of Membership by the Council**

13.1 The Council or Operator may expel members or may terminate the Membership of any Member:

13.1.1 Without notice and with immediate effect if the Member's conduct, whether or not such conduct is the subject of a complaint by another Member or group of Members, is such that in the reasonable opinion of the Council, it may be injurious to the character, name or interests of the Leisure Centre or is such that it renders the Member unfit to associate with other Members of the Leisure Centre.

13.1.2 Forthwith and without notice if the Member shall have committed any breach of these terms and conditions or of the rules, bylaws and regulations of the Leisure Centre which are in force from time to time.

13.1.3 Upon not less than thirty days' notice in writing if the Council is of the opinion that the Member is not a suitable individual for continuous membership of the Leisure Centre.

13.1.4 Lapses in membership/course payment or any debts may result in the Member not being allowed to use the Leisure Centre facilities until payment is made.

13.1.5 If the Membership is an age category Membership it will automatically expire following this age (Junior, Young Adult).

13.2 A Member whose Membership is terminated by the Council shall forfeit all privileges of Membership with immediate effect without an entitlement to any claim for any refund of their membership fee. On termination of their Membership, the Member shall immediately return their Membership Card.

### **14 Leisure Centre Facilities**

14.1 Certain categories of Membership do not include all the Leisure Centre's services and facilities. Services and facilities not included may be provided at an additional charge at the Council's discretion.

14.2 The Council or Operator reserves the right to make reasonable alterations to the type of facilities and services (part or full) provided without notice.

14.3 The Council or Operator shall not be liable for any inconvenience caused by building works and for the provision of essential maintenance services.

14.4 The Racket Zone membership has fair personal usage limits which allows members a maximum of two court bookings per day. Repeated non-compliance may result in membership suspension. The member must be present for any booked courts and not simply booking the court for others to use.

14.5 If an unplanned closure occurs at a facility or centre, for more than 7 consecutive days membership extensions ('adjustments') may be authorised. No adjustments will be made to account for closure on bank holidays or removal of facilities or services. Refer to the cancellations and refund policy.

### **15 Hours of Opening**

15.1 The Leisure Centres normal hours of operation and the hours in which any facilities within the Leisure Centre are accessible to Members are available from the Council or the Operator upon request. Such hours may be lengthened or shortened at the absolute discretion of the Council or Operator with or without any prior notice being given to Members. The Council or Operator shall endeavour to give Members reasonable notice of change to such hours. No adjustments will be made to account for closure on bank holidays.

15.2 On occasions when necessary maintenance is required, the Leisure Centre may be closed, for which Members will be given at least fourteen days prior notice of any such closure. There may be other reasons beyond our control that may result in the closure of the Leisure Centres without notice. Where services

offered have been disrupted or compromised for longer than 7 consecutive days membership extensions ('adjustments') may be authorised. Refer to the cancellations and refund policy.

15.3 The Council or Operator may at times set aside facilities for tournaments, exhibitions and other events/social activities where the Council will endeavour to give Members reasonable notice, no adjustments are available for such events.

#### **16 Changes**

16.1 The Council or Operator may change these terms and conditions from time to time. When changes are introduced you will be given reasonable notice of the planned changes.

16.2 The Council or Operator reserves the right to change its charges at any time.

#### **17 Governing law and jurisdiction of the Courts**

17.1 This agreement shall be governed by and construed in accordance with English Law and the parties hereby agree to submit any disputes to the exclusive jurisdiction of the English Courts.

17.2 These terms and conditions do not create any right enforceable by any person who is not a party to them ('the third party') under the Contracts (Rights of Third Parties) Act 1999.