**Terms & Conditions – Derry City & Strabane District Council Leisure Services**

**The following document contains information on the terms and conditions of memberships and class bookings terms and conditions.**

Please read this document before signing your membership.

**1.0 Definitions**

1.1 Application Form: the Membership Application and Direct Debit Membership Agreement.

1.2 Centre Rules: the terms and conditions set out in sections 1-10 below together with any other conditions stated on the Application Form or Direct Debit Membership Agreement.

1.3 Fees: the payments made by Members in connection with their Membership. DCSDC reserve the right to change the level of fees from time to time. Fees fall into the following categories:

1.4 Joining Fee/Pro-rated Fees: are payments incurred for the initial commencement of Memberships.

1.5 Monthly Membership Fees: these are the payments made by you for use of the facilities appropriate to your category of Membership. They are paid monthly in advance by Direct Debit.

1.6 Dishonoured Direct Debit Fees: these are the charges applied by DCSDC’s Collection Agent for missed Direct Debit payments.

1.7 Advance Membership Fees: these are the payments made by you for use of the facilities appropriate to your category of Membership. They are paid in advance by cash or credit card.

1.8 Other Fees: these are the charges made for sales of goods made and other services.

**2.0 Membership Categories**

2.1 Members: the individuals who have applied and been accepted to use facilities in accordance with gym and centre rules.

2.2 Minimum Notice Period: the minimum notice period to cancel memberships is one month from the date of your next Direct Debit collection. Corporate memberships are for a minimum period of 1 month, during which time you cannot cancel your membership. After 1 Direct Debit payment, you may cancel your membership by giving 1 month written notice and therefore required to make 1 further full Direct Debit payment.

2.3 You: the person/s entering into this contract on behalf of yourself/ourselves

2.4 Junior Members and Children. If you are 16-17 (inclusive) your parent or guardian must sign this agreement on your behalf. 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.

When you reach 18 your concession membership will end and you will need to upgrade to a full adult membership and sign a copy of this agreement.

**3.0 The Centre**

3.1 The Centre has the principal object of providing health and leisure facilities.

3.2 All gym users must complete a Physical Activity Readiness Questionnaire (Par-Q) and attend an initial gym induction session.

3.3 It is the responsibility of the member to ensure their application has been completed correctly and we are duly notified of any changes.

3.4 Where Off-peak memberships are available, times are Monday – Friday 6.30am – 5pm and all day Sunday.

3.5 The Centre's management may amend the rules in order to ensure the health and safety of members. Temporary amendments to rules will be displayed.

3.6 Customers applying for casual concessionary membership must provide supporting evidence at time of application.

3.7 Customers applying for corporate membership must provide evidence of employment/affiliation of one of the companies/groups included in the Centre’s corporate list at time of application.

3.8 If changes are not acceptable to you, then you may cancel your membership by giving us the Minimum Notice Period and all Monthly membership fees paid in advance, less any sums that are owed to us, will be refunded to you in full.

3.9 All fees belong to the Centre, and refunds of fees will only be given as stated in these Rules. Where an Initial Joining Fee is applicable and paid, this may not be refunded in whole or part on cancellation of centre membership by you, or if your membership is terminated by us (see clause 3.3).

3.10 If we terminate your membership due to non-payment of Monthly Membership Fees or Dishonoured Direct Debit Fees (see clause 5.2), the initial joining and pro-rated fee will not be refunded in whole or part.

3.11 In signing the application and membership agreement forms, you are agreeing:

(a) To pay the Fees of the Centre; and charges applied by the Centre’s Direct Debit Collection Agent for missed payments

(b) To comply with Centre Rules.

**4.0 About your Membership**

4.1 Please inform the Centre in writing of any changes in your name, Membership category, address, telephone number, email address or the way in which you pay your fees, by giving us the minimum notice period (see clause 1.5).

4.2 It is the responsibility of the member to ensure that bank transactions take place on the due date. Should a direct debit be unpaid, the member will be contacted by the Centre’s Collection Agent and you will be required to pay a default fee where applicable and all other associated costs.

4.3 We may terminate your membership in the following situations and with the following notice periods:

(a) Without notice if you repeatedly or seriously break Centre Rules;

(b) If you do not pay Fees that you owe to the Centre or our Direct Debit Collection Agent, within specified due date.

**5.0 Your Membership Card**

5.1 On joining you will be issued with a membership card. Each time you visit the centre you must use this card to swipe in. You will be issued with a disposable gym admittance band, which you must wear while using facilities.

5.2 Membership is personal to you and it cannot be assigned or transferred to another person. As such, you may not lend your membership card to anyone else or allow the card to be used by anyone else. If you lend your membership card to another person then we may terminate your membership.

5.3 If you wish to enter the Centre without a valid membership card, we reserve the right to refuse admission if you cannot provide alternative satisfactory proof of identity. We also reserve the right to refuse admission if you repeatedly fail to bring your membership card.

5.4 Your membership card can only be used to access facilities at the centre you completed your application with.

5.5 All members must have their photograph taken for identification purposes; this will be stored on DCSDC database.

This information will solely be used DCSDC and will not be released to any third parties.

5.6 If you lose your membership card/band we will charge a fee to replace it. (further information on this charge is available from the centre)

**6.0 Our Fees**

6.1 Once you have paid the initial joining and pro-rata fee, your membership will continue as long as you regularly pay the required monthly membership fee. Monthly instalments will be due on either the 1st or 15th of each calendar month or the next available working day by Direct Debit.

 If you stop paying the monthly membership fee your membership will be terminated by us and our appointed Direct Debit Collection Agent will seek a default fees as per 3.3 for each dishonoured Direct Debit payment and all other reasonable costs, charges and expenses (together with all legal costs recoverable against you) incurred by enforcing rights in accordance with membership agreement.

6.2 Casual and Concessionary members pay an initial joining fee and are charged a fee, payable on entry, for each subsequent visit.

**7.0 Paying your Fees**

7.1 Fees paid in advance are non-refundable.

7.2 If your membership is terminated by us according to 3.3 above, any monthly membership or other fees remaining unpaid and due to us of our Collection Agent, less any sums that we owe you, shall become payable immediately.

7.3 The Centre’s appointed Collection Agent will charge you default fees as per 3.3 for each dishonoured Direct Debit and each payment that you make otherwise than by Direct Debit. All other reasonable costs, charges and expenses (together with all legal costs recoverable against you) incurred.

7.4 When campaigns are ran offering a month free terms, the free months will only be offered at the end of the membership period.

**8.0 Cancellation by You**

8.1 If you wish to cancel your membership you must do the following:

(a) Cancel any direct debit you may have with your bank after you pay all monies paid as per cancellation notice terms.

(b) Send written notice to the Centre by giving the Minimum Notice Period (see clause 1.5);

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(c) Pay any fees that are due up to the date of cancellation (including any amount outstanding amounts). No partial refund of monthly or annual subscription fees is available.

8.2 The Centre will consider freezing a membership should the member be unable to attend due to prolonged period of ill health. All requests must be validated by written confirmation from your doctor.

8.3 The Centre will only terminate fixed term contracts for the following reasons: Long-term illness or injury for a period of two months or more, redundancy or emigration. A written request, accompanied by the appropriate evidence, must be submitted to the Centre.

**9.0 Conduct**

9.1 You must wear appropriate clean clothes and trainers when using the equipment in the Gym. Training shoes must be worn during exercise classes unless the class instructor specifically authorises otherwise. You are advised to carry a towel with you, and asked to wipe down equipment after use.

9.2 In the interest of health and hygiene, you are requested to shower before entering the pool and Health Suite facilities.

9.3 You and your guests must not:

 (a) Abuse the equipment or facilities of the Centre. Any wilful, negligent or deliberate damage to Centre property must be paid for by the person who caused it.

(b) Behave in a disorderly, violent or rude manner which cause or is likely to cause offence or distress to other members and/or their guests. Behaviour of this type is a serious breach of Centre Rules for the purposes of Rule 3.3.

(c) Smoke in any part of the Centre.

(d) Bring alcoholic or intoxicating liquor, narcotics or other mood altering substances or food into, or consume them at, the Club.

(e) Use the facilities of the Centre while under the influence of alcohol, narcotics or other mood altering substances.

 (f) Consume alcoholic or intoxicating liquor in the centre.

9.4 We reserve the right to refuse admission or ask you to leave the Centre if we reasonably believe you or your guest is in breach of any section of Rule.

**10.0 Disclaimer**

10.1 We, our agents and employees, are insured against death, loss or injury caused by our negligence (and breach of statutory) or that of our agents and employees, but we are not insured for any loss or injury caused by your negligence. If you fail to follow Health and Safety notices, the instructions of staff at the Gym or if you break the Centre Rules and as a result incur costs, damages and expenses payable to the Centre then you may be held liable for any of these costs, damages and expenses for which we are not insured.

10.2 We are not insured for, and therefore we are unable to accept liability for, any loss, damage or theft of your personal property or that of your guests, which may occur on the premises. Members are advised to use valuable lockers where available.

10.3 All users must read the Health and Safety notices posted outside the swimming pool, sauna, steam room and spa and comply with recommendations.

**11.0 Other**

11.1. We reserve the right to:

(a) Vary, revoke or add to these rules. If you are unhappy with any proposed variation, please refer to section 2.2 of these Rules.

(b) Alter the operating hours of Off-Peak. We will always attempt to give at least one month's notice to all Members of any permanent changes in these hours.

(c) Adjust the availability of certain facilities on a temporary basis for the general purpose of cleaning, decorating, essential repairs, maintenance of equipment, special functions and holidays.

(d) Refuse to re-book an appointment for you if you repeatedly cancel (with less than 24 hours) or fail to keep an appointment for services and/or exercise programmes.

(e) Show potential members and other individuals the facilities of the Centre and to allow them access facilities on a trial basis.

(f) Increase or decrease the level of fees from time to time.

Please note that all of the above rights remain in force at all times. If we do not enforce any or all of these rights for any period of time it does not mean that we have decided to give them up.

11.2 All reservations for services and/or exercise classes may be made up to one week in advance. You must give 24 hours’ notice to cancel reservations. If you give us less than 24 hours you may be charged for the service and/or exercise programme in full if we cannot re-book the reserved service.

11.3 Items left in lockers overnight will be removed. We reserve the right to inspect the contents of lockers rented or otherwise in the interests of security.

**Exercise Classes Terms & Conditions**

**General**

* By agreeing to take part in classes, workshops and personal training sessions provided by DCSDC you agree to adhere to the following terms and conditions.
* DCSDC accepts no liability for any injury occurring as a result of taking part in classes, workshops or training sessions.
* When purchasing any packages for classes you agree that you have no medical conditions that may affect your ability to train.
* Your instructor is fully insured.
* If you your health changes at any time during your time with DCSDC you must provide information of the details in writing.
* Correct information will always be provided in all classes, workshops and training sessions.
* DCSDC will sometimes take photographs/video footage for marketing purposes; if you have objection to this please inform the coach at the time.
* All fees and charges are subject to periodic increases and we reserve the right to change the costs of our services at any point. 28 days notice will be given if this occurs.
* Classes are subject to demand and may change where deemed necessary. Please note timetables may be subject to change.
* Early booking for popular classes is advised as places are limited
* Bookings will open at 7am 7 days in advance for members
* Bookings will open at 7am 3 days in advance for casual users
* Membership doesn’t not guarantee a place in a class. Where classes are full, you can add yourself to the waitlist. When places become available you will receive an email notification. Its first come first served.

**Payment Policy**

* All training, workshops and classes must be booked and paid for in advance through reception or via the Online Booking System.
* Payment for packages and classes will be taken immediately.
* No refunds are issued for classes or packages of classes.
* Course classes cannot be carried over from one block to another unless under exceptional circumstances.
* In the event of a class being cancelled with less than 24 hours notice you will have the session credited back to you.
* Packages and sessions cannot be transferred to anyone else.

**General Class Information**

* Sessions run in all weather conditions throughout the year- make sure you have the correct clothing/footwear to add to your comfort and personal safety.
* Bring water to keep hydrated.
* In sunny conditions be aware of the need to wear sunscreen.
* The format of each session starts with a warm up, main work sets followed by cool down.
* Please arrive 5 minutes prior to the start of the session. Time lost due to late starters will not be made up at the end of the session.
* Prior to completing any sessions a Small Group Personal Training session must be completed.
* Each class session lasts for between 30 – 90minutes duration.
* All classes must be cancelled no less than 4 hours before the class start time, if cancelled within 4 hours this will result in a ‘strike’ against your account. 3 strikes within a 30 days rolling period will result in advanced booking privileges being withdrawn for 7 days. You will still be able to attend for a class and participate if there is a space within the class.