

MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

IMPORTANT

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE COMPLETING YOUR MEMBERSHIP.

The following agreement is with the Borough of Broxbourne of Bishops' College, Churchgate, Cheshunt, Hertfordshire, EN8 9XQ which operates the leisure centres named above and relates to Fit & Well memberships at The Laura Trott Leisure Centre, The John Warner Sports Centre and memberships at Cheshunt Park Golf Centre. The Borough of Broxbourne and the member named below agree to the following terms and conditions, which will apply throughout the membership period.

DEFINITIONS

You / Your	The member named below
We / Us	Borough of Broxbourne operating as The Laura Trott Leisure Centre or The John Warner Sports Centre
The Council	Borough of Broxbourne operating as Grundy Park Leisure Centre or The John Warner Sports Centre or Cheshunt Park Golf Centre
Centre	The Laura Trott Leisure Centre or The John Warner Sports Centre
Centre Rules	The rules and regulations displayed in the Centres' receptions
Agreement	The application form, these terms and conditions of membership and the Centre Rules.

1. MEMBERSHIP

1.1 Your membership will commence on receipt of the administration fee and first payment unless an alternative date has been agreed.

1.1.1 On joining You will be required to provide proof of identity. If You are joining online You will need to show proof of identity when collecting Your membership card.

1.1.2 To qualify for a concessionary or corporate membership You will be asked to provide proof of eligibility when You join and annually

thereafter. If You fail to provide satisfactory proof of eligibility when requested by Us the membership fee You pay may be increased to the full membership rate.

1.1.3 Your membership is personal to You and cannot be transferred to another person. Allowing another person to use Your membership may result in Your membership being cancelled without a refund of fees paid. 2 person and 4 person group memberships have a primary account holder responsible for all payments and account changes, both memberships have a set monthly charge due regardless of amount of linked members using the membership (up to 2 for 2 person, up to 4 for 4 person memberships). Linked member changes after initial sign up are subject to an administration charge detailed in section 2.3. 2 and 4 person group memberships must include one primarily member 18+ and sub members 11+. Please refer to the Centre rules on age specific facilities.

1.1.4 Please ensure You notify Us if Your personal details change.

1.1.5 All correspondence from You relating to an amendment of Your membership should be by email or recorded delivery post.

Cancelling Your Membership

1.2 A money back guarantee is offered to all new members. All monies paid in respect of a membership will be refunded should You, for any reason, wish to terminate this agreement within fourteen days of joining. All refunds are paid by bank transfer. Cancellations within the fourteen day period should be made as detailed in sections 1.3.9 and 1.3.10.

1.2.1 If You cancel Your membership You may continue as a casual 'pay as You go' member provided there are no membership fees outstanding. If a 2 or 4 person group membership is cancelled all participants on that membership will be cancelled.

1.2.2 Once Your membership is cancelled, if You decide to re-join as a member, You will be liable to pay the membership and set up fees current at the time of re-joining.

- 1.3 If You are paying monthly by Direct Debit**, Your membership or Your virtual class subscription will continue until You give notice as detailed in section 1.3.9. For 2 person or 4 person group memberships the primary account holder will need to give notice.
- 1.3.1 You agree to pay an administration fee as set out in the Council's current fees and charges.
- 1.3.2 You agree to pay a monthly membership fee as set out in the Council's current fees and charges. You must pay this fee, or part of it, for the month in which You join and the month in which You leave. The fee You pay will be in proportion to the number of days of the month for which You are a member.
- 1.3.3 We may change the amount of Your monthly subscriptions. If We do, We will display details of the change on the Centres' notice boards one month before the change takes place and write to You at the address held We hold on file for You. You have the right to cancel Your membership within this notice period as per sections 1.3.9 and 1.3.10. If You do not cancel Your membership within this period Your membership will continue at the increased subscription.
- 1.3.4 Monthly membership and subscription fees are payable even if You do not use the Centre or online services.
- 1.3.5 Should an instalment claimed by Direct Debit not be paid, Your membership or subscription will be suspended; You will be notified in writing and given the opportunity to pay the missed instalment by another method. If this happens We reserve the right to refuse payment by Direct Debit in the future.
- 1.3.6 If the missed instalment is still outstanding after 30 days Your membership or subscription will be cancelled along with any group linked members and any outstanding balance under the contract will immediately become due. For group memberships the primary account holder will be responsible for any missed payments
- 1.3.7 We will seek to recover all outstanding balances. If Your membership agreement is in arrears, an administration fee may be charged to cover

the additional costs incurred by Us. The level of this fee will be set out in the Council's current fees and charges.

1.3.8 ***Where a Direct Debit is set up:***

Golf & combined gold and leisure memberships only

All golf memberships are for **12 months on auto-renewal**. We will write to You at least 1 month before Your annual renewal date with the applicable membership to be applied and rate for the coming year. You will be subject to another year's subscription at the new rate unless You cancel Your membership by the annual renewal date following the procedure set out in sections 1.3.9 & 1.3.10. All cancellation requests should include Your name, membership number and reason for cancellation.

Leisure Centre memberships with no golf included

You may give notice to cancel in writing to the Centre (as detailed in 1.3.9) **after completing your contracts minimum term (4 month contracts have a minimum term of 4 months, 12 month contracts have a minimum term of 12 months, virtual class subscriptions have a 1 month minimum term, 2 person and 4 person group memberships have a minimum term of 4 months) if cancelling a 2 person or 4 person membership all members linked on a membership will be cancelled**. Following Your minimum term You can cancel in writing by the 15th of the month for cancellation to take effect by the end of the calendar month. Cancellations received after the 15th of the month will cancel as of the end of the following calendar month. All cancellation requests should follow the procedure set out in sections 1.3.9 & 1.3.10 and should include Your name, membership number, type of membership or subscription if you have more than one membership or subscription, and reason for cancellation.

1.3.9 All correspondence relating to the cancellation of Your membership must be by one of the following methods (full details are available on Our website)

- a) Completing a cancellation form, available at the Centres and dropping it into one of the post boxes provided at. Please ensure a

member of staff signs the form to prove receipt of Your cancellation.

- b) Completing the cancellation form available on our website.
- c) By email to the appropriate Centre at the address at the top of this agreement:

The Laura Trott Leisure the Centres' receptions
Centre members: membershipcancellation.ltlc@broxbourne.gov.uk

The John Warner Sports Centre members:
membershipcancellation.jwsc@broxbourne.gov.uk

The Cheshunt Park Golf Centre members:
Membershipcancellation.cpgc@broxbourne.gov.uk

- d) By recorded delivery letter to the relevant Centre address, shown at the top of this form. Please mark Your letter for the attention of the Administration Department.

1.3.10 We will confirm Your cancellation date within 10 days of receiving Your request. If You do not receive confirmation of Your cancellation within 10 days You should contact Us. It is Your responsibility to ensure We have received Your cancellation; otherwise We reserve the right to continue to request payments from Your account. If no proof of cancellation can be shown, a new cancellation request will be required as detailed in section 1.3.9 with the applicable notice period taken from this new request date.

1.4 ***If you have paid the full amount in advance***, Your membership will continue for the contract length specified. You may cancel Your membership at any time, as detailed in sections 1.3.9. Please note You will not be refunded for any unused membership period. If You pay to renew Your contract before, or within one month after the end date, Your membership end date will be extended by the contract length paid for, and under the most recent contract terms and conditions, which will be contained in any renewal reminder notice or on request at point of

renewal. You will need to re-join the Centre if Your end date is more than one month in the past.

2. SUSPENSION OR CHANGE OF CATEGORY OF MEMBERSHIP

- 2.1 You can ask Us to suspend your membership. The minimum suspension period is 3 months and the maximum is 6 months, during Your suspension period a monthly fee of £9.99 will be applied to per month of suspension, if suspending a 2 person and 4 person group membership all members linked will be suspended.

We will confirm Your suspension within 10 days of receiving Your letter. If You do not receive confirmation within 10 days You must inform Us. It is Your responsibility to ensure We have received Your request, otherwise We reserve the right to continue to request payments from Your account and a new suspension request will be required. Suspensions cannot be applied retrospectively. Any period of suspension will be added to the minimum length of Your membership.

- 2.2 You can apply in writing to the Centre Manager at any time to change the category of Your membership. You must demonstrate eligibility for the new category and the change will be at Our discretion.

- 2.3 For 2 person and 4 person group memberships only the primary account holder of a group membership can make any changes to the group membership and this must be in writing. To change a member who is part of a group membership there is a £10 fee per change to cover administration costs. You can do this by contacting LTLCAadmin@broxbourne.gov.uk or LTLCSales@broxbourne.gov.uk

3. FACILITIES

- 3.1 You are entitled to use the facilities available to Your category of membership (as shown in the Centre Rules and the Centres' literature).

- 3.2 You may have to pay additional charges to use certain facilities at the Centre. You can obtain a list of these charges from the Centre reception. Charges may be changed at any time.
- 3.3 Your use of the free off-peak racket sports is limited to two hours per day and is for use by You and accompanying users only.
- 3.4 We may change the Centre's opening times or withdraw any of the facilities at any time if We require them for events or other activities, or in connection with repair, alteration or maintenance work, or for any other reason.
- 3.5 Certain facilities at the Centre may change during the course of your membership.

4. TERMINATION OF YOUR MEMBERSHIP BY THE CENTRE

- 4.1 We may cancel Your membership immediately if:-
 - 4.1.1 You commit a serious or repeated breach of this Agreement or the Centre Rules and, if that breach is capable of being remedied, it is not remedied within seven days;
 - 4.1.2 In Our reasonable opinion Your behaviour is likely to endanger other customers, their guests or staff, or adversely affect the Centre or Our reputation;
 - 4.1.3 If amounts owed remain unpaid 30 days after the due date; or
 - 4.1.4 If You provide Us with details You know to be false when applying for membership and those details reasonably affected Our decision to grant You membership.
- 4.2 If We cancel Your membership We will not refund Your joining fee or membership fees.

5. CENTRE RULES

- 5.1 The Centre Rules are displayed in the Centre reception area.

- 5.2 You must comply with the Centre Rules, which form part of this Agreement.
- 5.3 We may change the Centre Rules at any time. We will post notice of any changes on the Centres' notice boards.

6. CHANGING THIS AGREEMENT

- 6.1 We reserve the right to amend the terms of this Agreement at any time. We will give You one month's notice of this change in writing at the address We hold on file for you and by a notice on the Centres' notice boards.

7. MEMBERSHIP CARDS

- 7.1 We will issue a membership card, to be used each time You enter the Centre or use the facilities. If We discover that another person has used Your card, We will cancel Your membership.
- 7.2 If You lose Your membership card, we will replace it but may charge a fee as set out in the Council's current fees and charges.

8. UNDER 18s

- 8.1 **If You are under 18**, 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 (and that of any carer) at all times while You are at the Centres or using the facilities, and to pay any amounts due on Your behalf.
- 8.2 **When you reach the age of 18** You can request to sign Your own copy of the membership terms and conditions to transfer the liability in 8.1 from Your parent or guardian to yourself. You will become responsible for all terms and conditions laid out in this membership contract from the date of completion. If You do not sign a new copy of the terms and conditions, Your parent or guardian will remain liable as per section 8.1.

9. FIT&WELL ACTIVE YOUTH MEMBERSHIPS

- 9.1 Your Direct Debit Fit&Well Active Youth Memberships will convert to an adult membership with associated adult membership fees from

1st November following Your 16th birthday. We will write to Your parent or guardian in September following Your 16th birthday to advise of this change, and invite You to provide any applicable evidence of concessionary entitlement to apply to Your adult membership. You can cancel the adult membership with one month's written notice as per sections 1.3.9 and 1.3.10. You may continue to use the Centre as a Fit&Well Active Youth member until the 1st November, or You may convert to a full Fit&Well membership with adult privileges after Your 16th birthday. To convert Your membership, You must complete a new membership contract with the Membership Sales team, which must be signed by Your parent or guardian. Your adult membership will be subject to the current adult membership rate at the time of conversion.

10. THE LAURA TROTT LEISURE CENTRE CAR PARK PERMIT

10.1 Your Laura Trott Leisure Centre car park permit is issued in accordance with the Centre Rules referred to in section 5 above and expires on the date detailed on the permit. We do not issue renewal reminders and it is Your responsibility to renew the permit before the expiry date. The permit is subject to the conditions of use as referred to on the reverse and in the Centre Rules.

11. GOLF UNION FEES

11.1 Any membership that includes golf as benefit, Cheshunt Park Golf Centre collect and pay Your union fees on Your behalf. You should pay all union fees to Cheshunt Park Golf Centre at the time of joining and annually thereafter on any renewal of Your membership (unless a valid CDH card for the applicable season can be provided from another club). On Direct Debit memberships, Your first Direct Debit after any automatic renewal will be adjusted to include Your union fees. The amount to be paid will be stated on any automatic renewal notice that we send You with at least one month's notice.

HEALTH COMMITMENT STATEMENT

We are dedicated to helping you take every opportunity to enjoy the equipment and facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect of each other.

RELATING TO COVID-19 WHEN MEETING FACE TO FACE

COVID-19 is highly contagious (it spreads easily). Your health and the health of other gym users is your responsibility.

Our commitment to you

1. We will take all the relevant government-recommended precautions published online at www.gov.uk.
These precautions are aimed at reducing the risk of spreading COVID-19.
2. We will carry out a risk assessment and take reasonable steps to both manage social distancing and provide effective infection prevention.
3. We will provide you with information about any changes we put in place, including any rules that we ask you to follow.

Your commitment to us and other gym users

1. Do not enter the gym if you or anyone in your household has COVID-19 symptoms, or if you should be self-isolating as per the government guidelines, or if you have been contacted by the NHS Track & Trace team.
2. By entering the gym, you accept that even though we have taken the appropriate precautions, you are still at risk of getting COVID-19. Familiarise yourself with the government guidelines published online at www.gov.uk about protecting yourself and others from COVID-19, and follow them.
3. Familiarise yourself with the changes we have made and any rules we ask you to follow, and follow them.

RELATING TO EXERCISE

Our commitment to you

1. We will respect your personal choice, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.
2. We will take reasonable steps to make sure that our equipment and facilities are clean and safe for you to use and enjoy for the normal purpose they were intended for. Bear in mind that we are not able to clean or inspect equipment and facilities after each use.
3. We will take reasonable steps to make sure that our staff are qualified to Chartered Institute for the Management of Sport and Physical Activity standards.

4. If you tell us you have a disability that puts you at a substantial disadvantage in terms of accessing our equipment and facilities, we will consider which adjustments, if any, are reasonable for us to make.

Your commitment to us

1. Do not exercise beyond your own abilities. If you know or are concerned that you have a medical condition that might interfere with you exercising safely, you should get advice from a relevant medical professional before you use our equipment and facilities, and follow it.
2. Make yourself aware of any rules and instructions, including warning notices, and follow them. Exercise carries its own risks. When you are exercising, you are responsible for the risks involved. You should not carry out any activities that you have been told are not suitable for you.
3. Let us know immediately if our equipment or facilities are unsafe to use or if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be someone available who has been trained in first aid.
4. If you have a disability, follow the instructions provided to allow you to exercise safely.

RELATING TO ONLINE CLASSES

Our commitment to you

1. We will try to motivate you to improve your fitness. However, we ask you not to exercise beyond what you consider to be your own abilities.
2. We will take reasonable steps to make sure that instructors are qualified to the Chartered Institute for the Management of Sport and Physical Activity standards.
3. We will regularly review the content of our classes to make sure we are meeting appropriate fitness-industry standards.
4. If you tell us you have a disability that puts you at a substantial disadvantage in terms of accessing our classes, we will consider which reasonable adjustments, if any, we can make.

Your commitment to us

1. However motivated you may be, do not exercise beyond your own abilities. If you know or are concerned that you have a medical condition that might interfere with you exercising safely, you should get advice from a relevant medical professional before you access our classes, and follow that advice.
2. It is important that you exercise in a safe environment. If you are using any equipment, make yourself aware of any rules and instructions, including warning notices, and follow them. Check the equipment before you use it.
3. Exercise carries its own risks. When you are exercising, you are responsible for the risks involved. Do not carry out any activities if you have been told they are not suitable for you. If you feel ill when following one of our classes, stop and call the emergency services on 999 if necessary.
4. We have taken all reasonable steps to cater for people with disabilities. Follow the instructions provided to allow you to exercise safely.

In confirming this form, I confirm that I have read and understood the Health Commitment Statement. I consent to the Borough of Broxbourne processing data relating to me for legal, personal, administrative and management purposes and in particular the processing of any sensitive personal data (as defined in the General Data Protection Regulation 2018) relating to me, in accordance with their privacy policy.