

# Terms & Conditions

## 1. GENERAL TERMS

a) In these terms and conditions, the following definitions apply: "Admin Fee" means an administration fee and any applicable joining fee as set out on the attached Membership Application Form.

"Contract" means a contract between South Suffolk Leisure and the member, the terms and conditions of which are set out in the Membership Application Form.

"South Suffolk Leisure", "our", "us" and "we" means South Suffolk Leisure.

"Member", "you" and "your" means the member named on the attached completed and signed Membership Application form.

"Membership" means members of the South Suffolk Leisure facilities operated by South Suffolk Leisure, through which access to the South Suffolk Leisure gyms is granted to the extent provided on the Membership Application Form and defined in these terms and conditions.

"Membership Application Form" means the membership application form completed and signed by the applicant in written form or via an online submission form.

"Membership Fees" means the annual or monthly sums or (in the case of advanced term Membership only) one-off payments due from the Member to South Suffolk Leisure in consideration for the granting of the Membership pursuant to this Contract.

"Membership Period" means the advanced term (in the case of advanced term Memberships only) or the initial term as set out in clause 3 and then each subsequent month of Membership for monthly Membership.

b) Membership is subject to the terms and conditions of this contract as amended by time to time.

## 2. MEMBERSHIP APPLICATION FORM

a) All types of membership require the relevant Membership Fees and an accurately completed Membership Application Form, including the direct debit instruction, which is only used by us in accordance with your chosen type of Membership. The Joining Fee is non-refundable. These Terms and Conditions apply to your Membership.

b) Membership is for an individual facility or location. This may be extended to national membership, entitling the member to use any South Suffolk Leisure facility in the country for an extra payment as defined in the current pricing schedule, unless otherwise stated in the membership package terms.

## 3. ADVANCED TERM MEMBERSHIPS

a) Advanced term memberships are offered at South Suffolk Leisure's absolute discretion and are for the Membership Period stated in your Membership Application Form. Payment for an advanced term Membership must be made in full at the start of the Membership Period.

b) No refunds are paid on early termination of advanced term Membership (this does not affect your statutory rights).

c) Membership may be subject to an annual price increase every year for which you will receive two months written notice.

## 4. MONTHLY MEMBERSHIPS UNCOMMITTED

a) Monthly Membership requires an Joining Fee together with a prorated monthly Membership Fee, if relevant. Subject to clause 15 below, the Joining Fee is not refundable. Monthly payments of the Membership Fee are made by direct debit on or about the day of each month specified in your Membership Application.

b) You may terminate your monthly Membership on giving 1 month's notice of termination in writing to the South Suffolk Leisure facility at which you joined as a member such notice to begin from the end of the month in which the written notice is given.

c) Your monthly Membership will be renewed automatically by us on a monthly basis. If you do not intend to renew your Membership you must give us at least 1 month's prior written notice of this. Upon termination you will be responsible for cancellation of your Direct Debit arrangements. If there is still a balance of money due to us you must pay it immediately.

d) Members failing to pay membership fees via direct debit will be charged a £25 admin fee to re-instate their membership.

e) If we are informed by your bank that the Direct Debit arrangement has been cancelled or the Direct Debit has failed, your membership will be suspended and cannot be used until alternative payment is made. Restarting your membership will also be subject to a £25 admin charge.

f) South Suffolk Leisure reserves the right to pursue any outstanding monies owing if a membership is cancelled before the direct debit is due.

## 5. MEMBERSHIP FEES

a) We will take reasonable steps to contact you to discuss alternative forms of payment if your direct debit is returned unpaid by your bank or building society.

b) If you cancel your Membership, you will need to pay the Joining Fee again upon renewal.

c) Membership Fees must be paid in accordance with these terms and conditions regardless of your level of usage of the facilities (this does not affect your statutory rights).

d) All Membership Fees may be subject to periodical review but we will give you 30 working days prior written notice of any change. You will be entitled to cancel your Membership at any time before the increase comes into effect if you give us at least 1 month's notice in writing of your intention to do so.

e) You may only have access to and use of the facilities if all your payments to us are not in arrears.

f) Junior / Youth Memberships cease immediately for any children reaching the age of 16 years and they must transfer to a full adult Membership if they wish to continue Membership.

## 6. 12 MONTH COMMITTED MEMBERSHIP FEES AND CHARGES

a) The Joining Fee / Initial Payment is due from you to us, is payable immediately and is not refundable other than in the event of breach or negligence by us.

b) The Direct Debit Payment Amount is due from you to us. You are obligated to make the "Minimum No. of Direct Debit Payments" stated with the first one being paid on the 1st Direct Debit Payment Date, the second on the 2nd Direct Debit Payment Date and then every month thereafter. You are obligated to make every Direct Debit Payment regardless of non attendance, except where the cancellation terms below or any terms which are specifically mentioned online are met.

c) If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay us on demand an administration fee of £25 (which we require to cover our costs of seeking to pursue such payment from you).

d) You agree to advise us promptly of any change to the Members Details provided.

e) If you fail to pay any amount due under this agreement for a period of more than thirty days, then we may pass the debt to a third party company for collection. The reasonable and direct costs incurred in employing the third party company will be borne by you including costs in tracing you if you have

changed your address without telling us.

## 12 MONTH COMMITTED MEMBERSHIP RENEWAL

f) Once you have completed the Minimum No. of Direct Debit Payments, we will automatically continue collecting the Direct Debit Payment Amount every month unless you cancel (in which case you should give us not less than 30 days' notice). Your membership will be extended by one month each payment ("Renewal Period"). This Renewal Direct Debit Payment Amount may only be amended if we advise you in writing giving not less than 30 days' notice.

Please note - If your membership included the benefit of a Free Period then we will stop making collections during that Free Period and recommence making collections when this free period has finished.

g) During this Renewal Period you can cancel by cancelling your Direct Debit Mandate directly with your Bank.

## MONTH COMMITTED MEMBERSHIP CANCELLATION

h) Relocation: This agreement can be cancelled in the event that your new permanent address is more than 15 miles away from the facility upon receipt of a copy utility bill or bank statement showing the new address.

i) Permanent illness or injury or Pregnancy: This agreement may be cancelled in the event of permanent illness, injury or medical condition upon appropriate proof from a doctor or other suitably qualified medical practitioner.

j) Redundancy: This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood.

Please note - ANY Cancellation for the above reasons will not be effected until the appropriate proof is provided and received.

k) Breach: This agreement can be cancelled if we are in breach of contract including if we do not provide facilities or services you may reasonably expect and we have fallen well below that standard.

## 12 MONTH COMMITTED MEMBERSHIP FREEZING

l) Temporary Illness or Injury: This agreement may be frozen in the event of serious temporary illness, injury or medical condition upon appropriate proof from a doctor or other suitably qualified medical practitioner.

m) Pregnancy: This agreement can be frozen if you become pregnant for a maximum of 6 months pre-birth and a maximum of 6 months post-birth upon the appropriate proof being given.

Please note - ANY Freeze will not be effected until the appropriate proof is provided and received.

## 7. MEMBERSHIP CARDS

a) You will be issued with a Membership card, which remains the property of South Suffolk Leisure. It must be returned immediately on termination of your Membership.

b) Your Membership card must be presented to our staff at reception on each visit to our facilities before using them and upon request at any time by our staff. If you cannot produce a Membership card to us you can be allowed to use or have access to our facilities on payment of an additional fee as defined in the current pricing schedule. You must not loan your Membership card permit its use to anyone else. Any loss of Membership cards must be reported to us immediately. There is an administration charge of £2.50 per replacement card.

## 8. USE OF EQUIPMENT

a) In the absence of any negligence or breach of any other legal duty by our staff, the use by you of any of our equipment or facilities is entirely at your own risk.

b) It is compulsory for all users of the GYM to have been through a full induction prior to using the gym. This payment is not included in your membership unless stated. You must not use any equipment unless you are satisfied that you are competent to do so and you must use the equipment or facilities safely and properly, without causing any risk of injury to yourself or others, or damage to any property. You may be responsible for any injuries or damages caused by you.

c) We will not be responsible for any loss or injury to you to the extent that it is caused or contributed to by your unsafe or improper use of the equipment or any of the facilities.

d) We reserve the right to refuse access to the facilities and suspend your Membership at any time if you act in a way that cause offence or distress to others; any risk of harm or damage; any risk, in our opinion, to anyone's health, including yours; or if you fail to use equipment safely and properly or as instructed by our staff.

## 9. VALUABLES AND LIABILITY

a) In the absence of any negligence or breach of any legal duty, we shall not be responsible for or liable to you for any loss of or damage to your possessions which are not locked into the one of the lockers provided. You will not place any combination of items worth more than £100 into a locker. It is your responsibility to check that a locker is properly locked and secure before leaving your possessions in it. You will be responsible for any loss or damage to your possessions to the extent that you have not carried out your duty to check and secure the locker used and have placed items worth more than £100 into the locker. We will be responsible for loss or damage to your possessions (up to a maximum value of £100) whilst they are in a secured and locked locker, but only if we have been negligent or breached any other legal duty that we have to you.

b) We will endeavour to ensure that the equipment and facilities are available during the advertised opening hours. We do not accept any liability for non-availability of specific facilities where the circumstances giving rise to such non-availability are beyond our control and we will use our reasonable endeavours to remedy or replace the unavailable facilities.

## 10. UPGRADE/DOWNGRADE OF MEMBERSHIP

You may change your type of Membership if you give us at least 1 month's written notice via our enquiry form on our contact us page at [www.sslsleisure.co.uk](http://www.sslsleisure.co.uk) of your intention to do so and pay any applicable fee.

## 11. AMENDMENT OF MEMBERSHIP TERMS AND CONDITIONS

We may from time to time amend these terms and conditions and we will give you at least 30 days written notice before doing so. If you do not find these changes acceptable to you, you may terminate your Membership prior to the amendment coming into effect by giving us at least 1 month's notice in writing.

## 12. CHANGE OF MEMBER'S DETAILS

You are responsible for providing to us any changes to your details or circumstances including change of name and address immediately upon the changes occurring. For student memberships, we will require annual validation of student ID proof to continue with the concessionary membership fee. If any changes require a new direct debit arrangement you must inform us of the new circumstances and complete a new direct debit instruction.

## 13. TERMINATION AND FREEZING MEMBERSHIP UNCOMMITTED

a) To cancel your membership you may do so at any time outside of contract (min term 12 month) by contacting your bank and cancelling your direct debit. It is your responsibility to do this. We also ask, as a courtesy, that you contact us by completing a form on <http://www.sslsleisure.co.uk/membership-enquiry>.

b) Membership can be frozen for periods of one month up to six months with a

charge of £5 per month. A freeze will automatically be reactivated at the end of the agreed period, please ensure you complete and sign a freeze form at [www.sslsleisure.co.uk/contact-us.php](http://www.sslsleisure.co.uk/contact-us.php). We require minimum of 14 days notice of your request to freeze via our online member query form. South Suffolk Leisure cannot be held responsible for correspondence not received.

c) We may terminate or suspend your Membership without notice if:

(i) If you commit a serious or repeated breach of this Contract or our rules of Membership and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice;

(ii) If any part of your Membership Fee remains unpaid 30 days after its due date for payment; or

(iii) If you provide us with details which you know to be false when applying for Membership or you change your details without informing us of such changes and the false declaration would have reasonably affected our decision to grant or continue to offer you Membership.

d) If we terminate for any of these reasons, we reserve the right to retain a proportion of the money that you have paid us under this Contract to cover any reasonable costs we have incurred as a result. In the case of the early termination of Annual

Memberships we reserve the right to claim damages for an amount equal to the outstanding monthly instalments for the unexpired period of the annual Membership.

## 14. MISCELLANEOUS

a) Our failure to enforce any of our rights at any time and for whatever reason will not be deemed as a waiver by us of such rights under this Contract.

b) Where a provision of this Contract is found to be invalid or unenforceable by any UK Court, that provision will be deemed to be deleted and such deletion will not affect the validity or enforceability of any other remaining term of this Contract.

c) We may assign or transfer the benefit of this Contract without notice to you, provided that your rights under this Contract shall not be prejudiced by such assignment or transfer.

d) Continual operation of and access to facilities cannot be guaranteed.

e) This Contract is subject to English law and the parties agree that the English Courts have exclusive jurisdiction to deal with any disputes arising in respect of this Contract.

## 15. THE DIRECT DEBIT GUARANTEE

a) This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.

b) You may terminate your monthly membership at any time by contacting the bank to cancel the direct debit arrangement. Your notice fee, if applicable will be paid at time of joining.

c) If any error is made by SOUTH SUFFOLK LEISURE or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.

d) You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of the letter to us.

e) This guarantee should be detached and retained by the payer.

## 16. BOOKING

a) Your membership can only be used for booking facilities within their membership category. Cash payment will need to be made at the point of booking for all relevant courses.

b) Bookings for sessions can be made up to eight days in advance.

c) 24 hour cancellation notice must be given for all booking sessions.

d) Cancellations with less notice will incur the full charge of the session if it is not resold.

e) Non-attendance for sessions or courses will result in the full charge for the session being made and payable before any further bookings made or session attended. Please ensure you agree to the terms and conditions before you join.

## 17. GENERAL

a) Till receipts must be collected from Reception for pre booked activities and handed to the instructor where appropriate.

b) South Suffolk Leisure reserves the right to refuse entry to membership customers who do not present their cards and receipts on every visit.

c) Members must comply with all the Centre conditions of use, and full terms and conditions of membership. Failure to comply may result in forfeiting all membership rights.

d) Your membership is not refundable and if it is found that a third party is using your card, membership will be suspended immediately.

e) Members must have their cards swiped at reception on each visit, even if pre-booked. Failure to do so may result in your space being re-sold.

f) Membership applications are subject to approval. We reserve the right to refuse an application for a membership.

g) Minimum age for membership is 16. Youth membership will be suspended from the 16th birthday.

h) All sessions covered by your membership are subject to availability and queuing systems may operate at peak times.

i) Facility usage may be restricted during sessions for ladies only, people with disabilities, Aqua swim and for 50+.

j) The Trust Management reserves the right to change or cancel the programme sessions/facilities without prior notice where necessary. Discounts cannot be given on membership usage on such occasions.

k) The Trust Management reserves the right to close some or all of the facilities at any time without prior notice where necessary. Discounts cannot be given on membership usage on such occasions.

l) Car parking cannot be guaranteed at any time. Car parks are the responsibility of the Babergh District Council or the School for dual use facilities.

m) Promotions will not be pre advertised and refunds or credits cannot be given retrospectively on existing memberships.

n) Session times must be observed during all periods for all memberships, which include the Kingsfisher Leisure Pool and Hadleigh Pool and Leisure. You must return to Reception in order to wait for entry to further sessions.

o) Public swimming is permitted within pools indicated in your chosen membership category.

## 18. MONEY BACK GUARANTEE

a) Join today and if, within 14 days you change your mind, for any reason, we will refund your payment. Refunds will only be given in this 14 day period. You will be charged at a rate of casual usage during this period.

Membership Contact

Contact Memberships at [www.sslsleisure.co.uk/membership-enquiry](http://www.sslsleisure.co.uk/membership-enquiry)

## 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, South Suffolk Leisure will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request South Suffolk Leisure 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, South Suffolk Leisure 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 South Suffolk Leisure 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.

