

# TERMS AND CONDITIONS OF MEMBERSHIP

**Important** – you should read these terms carefully. If you do not understand any of the terms and conditions below, please see a member of staff for clarification.

This agreement is made between the centre operators (InspireAll Leisure and Family Support Services, "InspireAll") and the applicant (THE MEMBER), by commencing your membership you agree to abide by the following terms and conditions. All parents /carers are responsible for ensuring all members under the age of 18 adhere to the terms and conditions of membership. InspireAll Leisure and Family Support Services operates as a paperless organisation and it is the responsibility of the member to have read and understood these terms and conditions before commencement of the membership agreement.

## MONTHLY MEMBERSHIPS

1. The membership shall begin on the agreed date of joining as stated on the Membership Contract and continue only if the member continues to pay the relevant fees, either in advance or by Direct Debit.
2. A Monthly Membership may require a payment of a joining fee together with a pro-rata payment. Monthly payments are made by Direct Debit on or around the specified day of each month.
3. If you cancel your membership, you will be required to pay the joining fee again upon re-joining.
4. 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). InspireAll reserves the right to refuse payment by direct debit if persistent problems are experienced in obtaining payment by these means.
5. All fees may be subject to periodical review but we will give you prior notice for any change. You will be entitled to cancel your membership at any time before the change comes into effect.
6. You may only have access to, and use of, the facilities if all your payments to us are not in arrears.
7. You are obligated to make the minimum number of direct debit payments stated on the membership contract, with the first one being paid on the first direct debit collection date and every month thereafter. For the avoidance of doubt, you are obligated to make every Direct Debit Payment regardless of non-attendance, whatever the reason for non-attendance may be. Should you fail to make a Direct Debit Payment then the remainder of those payments will become due immediately.
8. If paying by Direct Debit, your membership will continue after the minimum number of instalments as detailed on the Membership Contract. By commencing your agreement you agree to honour this commitment.
9. Direct Debits will be administered by 'Debit Finance Collections PLC' (DFC by Xplor) on behalf of InspireAll
10. Defaulted Payment - InspireAll reserves the right to pursue any outstanding membership fees should the membership be terminated before the required notice period (this does not affect your statutory rights). If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, an administration fee of £15 will be charged per unpaid collection. 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. Should InspireAll incur any costs associated with the recovery of the debt this will be passed on to the defaulting member.
11. All memberships are non-transferable
12. The membership fees have been calculated to include closures of the centres on Bank Holidays and over Christmas/ New Year where applicable.
13. We endeavour to ensure that all facilities, classes and equipment are available during advertised opening times. However occasionally, due to special events, galas, planned and reactive maintenance work and circumstances beyond our control, facilities or equipment may be unavailable or classes cancelled. This has been calculated within the membership fees.
14. Any requests to change a membership requires a minimum 14 days' notice, e.g. upgrading or downgrading a membership.
15. A membership can only be downgraded once the minimum number of instalments have been processed
16. Anyone under the age of 18 will require a parent/carer or guardian to set up the direct debit.
17. Please refer to your membership contract for confirmation of any promotional discounts and end dates.

## ANNUAL MEMBERSHIPS

1. Annual memberships are offered at a discounted rate and no refunds are paid on early termination (this does not affect your statutory rights)

## STUDENT, CORPORATE, CONCESSION AND JUNIOR MEMBERSHIP

Additional terms and conditions where applicable.

2. Student and corporate membership rates are dependent on the member providing continuous proof of eligibility under the terms and conditions above.
3. Students must be aged 16 or over and attending full time education.
4. Any student or corporate member failing to provide continuous proof of eligibility on request will be subject to all remaining agreements reverting back to individual memberships at the prevailing rate.
5. Any member that no longer qualifies for a concessionary or age related membership will be upgraded to the appropriate membership. All members will be notified prior to the upgrade commencing. Please refer to specific centre information for age restrictions.

## CANCELLATION OF A DIRECT DEBIT MEMBERSHIP

1. Requests to terminate a membership must be submitted 14 days before the date of the next direct debit via online services or in writing to Debit Finance Collections PLC: 1st Floor, Central Square South, Orchard Street, Newcastle upon Tyne, NE1 3AZ, UK. Emails should be sent to DFC at [Inspireall@servicetsg.com](mailto:Inspireall@servicetsg.com)
2. It is the responsibility of the member to confirm that the membership has been cancelled.
3. Your final direct debit payment once taken covers a full month of membership. There will be no reduction of the final direct debit fee if the membership is not used for the full final month.
4. If there is still a balance due to us you will be required to pay this immediately.
5. If you are found still using the facility once your membership has been terminated full membership fees will apply.
6. DFC is our agent for serving notice and collecting any Termination Payments which are due.
7. On cancellation of this agreement all booking privileges will be terminated from the date the member has paid up to.
8. Should InspireAll, as a result of late cancellation collect the next month's payment, the membership will not terminate until the end of the following month.

## CANCELLATION OF A DIRECT DEBIT MEMBERSHIP (IN CONTRACT)

In addition to the above cancellation terms, any Cancellation for the below reasons will not be effected until the appropriate proof is provided and received.

1. Relocation: This agreement can be cancelled in the event that your new permanent address is more than 10 miles away from the facility upon receipt of a copy utility bill or bank statement showing the new address.
2. Illness or injury: This agreement may be cancelled or frozen in the event of a medical condition, illness or injury which prevents your use of your membership upon appropriate proof from a doctor or other suitably qualified medical practitioner.
3. Redundancy: This agreement can be cancelled upon appropriate proof of redundancy from your employer or loss of livelihood.

4. Pregnancy: This agreement can be cancelled or frozen if you become pregnant upon the appropriate proof being received.
5. Financial Hardship: This agreement can be cancelled upon receiving appropriate proof showing you are experiencing significant financial hardship such as confirmation of an IVA or Debt Management Agreement.

#### **FREEZING**

1. Requests to freeze a membership must be submitted by e-mail to DFC at Inspireall@servicetsg.com 14 days before the date of the next direct debit.
2. Members in contract may freeze up to twice a year for a maximum total of 4 months (minimum 1 month), at a cost of £5 per month, e.g. we would accept 1 request for 1 month freeze and a 2nd request for 3 month freeze.
3. Members in contract, please note 12 full DD payments will still need to be paid, the frozen months do not count as a DD payment and will extend the original agreement by the number of frozen months.
4. Members who are out of contact may freeze their membership for a minimum of 1 month and a maximum of 6 months at a time at a cost of £5 per month.
5. All memberships can only be frozen for whole calendar months and not days. This includes Annual Memberships. Please note, monthly freezes are chargeable unless for medical reasons. If freezing due to medical reason you may be requested to provide up to date medical evidence.
6. All Annual memberships can only be frozen due to illness or injury upon receiving medical proof.
7. Students are able to freeze free of charge for any length of time, but must provide an end date to the freeze at the point of the initial request.
8. Freezing cannot be processed retrospectively.

#### **BOOKINGS**

1. You are advised to book your space for any activity.
2. Activities can be booked from 9pm eight days in advance; you must give a minimum of two hours' notice if you cannot attend your booked activity, or if bookings are made and not attended a notification will be recorded on your account.
3. If two notifications are recorded in any 90-day period, then a fee will be applied to your account and your booking privileges removed until the fee is paid.

#### **GENERAL TERMS**

1. You are responsible for providing us with any changes to your details including change of name and address immediately upon the changes occurring.
2. If any changes require a new Direct Debit arrangement you must inform DFC at Inspireall@servicetsg.com. If you fail to inform us of this change in your details or provide us with new Direct Debit Instructions, we may, at our discretion suspend your membership or cancel it. If your membership is cancelled you will need to re-join, paying any applicable additional fees.
3. Photo ID may be requested as a form of member recognition.
4. Anyone found to be using another's membership will be prevented from using the facilities. At any time you may be required to provide proof of membership.
5. Before the commencement of exercise all members must have read, understood and agreed to comply with the health commitment statement.
6. If you do not attend the gym for a period of 6 months or more you may be required to complete the induction process again and pay the appropriate fees. Inductions are required for all juniors under the age of 16 years.
7. Junior memberships have restrictions in place recommended by ukactive. Please check with your centre to ensure you are able to use certain areas of the gym, e.g. free weights.
8. 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. We provide personal inductions explaining the safe and proper use of each item of equipment and recommend members must have an induction upon joining.
9. You must not use any equipment unless you are satisfied that you are competent to do so and you must use the equipment safely and properly, without causing any risk of injury to yourself or others, or damage to any property.
10. You may be responsible for any injuries or damage caused by you. Correct clothing, suitable behaviour and the code of conduct must be adhered to at all times.
11. 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. We reserve the right to refuse access to the facilities and suspend your membership at any time if you act in a way that may cause offence or distress to others; offers any risk or harm; in our opinion, to anyone's health, including yours; and if you fail to use equipment safety and properly or as instructed by our staff.
12. Lockers and storage areas are not to be used for overnight storage. Lockers are provided for the convenience of its user and are used entirely at the users own risk.
13. We reserve the right to terminate a membership at any time without notice.

#### **GENERAL DATA PROTECTION REGULATION (GDPR) 2018**

1. All personal data you supply will be kept in accordance with UK GDPR 2018. The information collected when you join one of our centres is required to set up, verify and manage your membership and to ensure you get the most benefit from our services.
2. If you have consented, we will send you occasional promotional communications via your approved method(s). You can opt out of this at any time via links in the communication, by emailing dpo@inspireall.com or in writing to our Data Protection Officer, InspireAll Leisure and Family Support Services, The Venue, Elstree Way, Borehamwood, WD6 1JY.
3. For more information on how your information is used, how we maintain the security of your information and your rights to access information we hold about you, please view InspireAll's Privacy Policy. You can request a copy at reception or find it on our website.

#### **ALL MEMBERSHIPS**

1. We may from time to time amend these terms and conditions and, other than changes in monthly fees, we will display these in reception giving at least 14 days' notice. If you do not find these changes acceptable to you, you may terminate your membership prior to the amendment coming into effect.
2. 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.
3. A full refund will be given if the membership is cancelled within 14 days of the commencement of this agreement, however should the member have used the facilities within this 14 day period, then InspireAll reserves the right to deduct the cost of these sessions from the refund at the prevailing rate for non-members.
4. Where appropriate any refund made will be made by BACS and may take up to 10 days to process.