

# **Membership Terms and Conditions**

May 2019

#### **General Membership**

You are able to choose how you pay for your membership with us. A monthly direct debit can be set up with your bank. The payment will come out of your bank on the 1st working day of each month. Alternatively you can pay for 12 months in advance. All members whether paying annually or by monthly direct debit, will pay a start up fee that will cover the administration of your membership and your introduction to your activity.

Members choosing to pay by monthly direct debit will also pay a pro rata payment and a last month up front payment. The pro rata payment will be taken from your bank with the first direct debit payment. This pro rata payment covers the cost of your membership until your direct debit has been set up with your bank. The last month in advance payment is to cover your usage when we come to close your account with us.

If a direct debit is returned by your bank unpaid, we have the right under BACS regulations to re-present a request for this payment at any point without notice but within one month of the original charge.

If discounted court bookings are included as part of your membership package, each member can book one court per day and must be present on the court for the session. Additional bookings can be made however charges will apply.

#### **Swimming Lesson Membership**

You are able to choose how you pay for your membership with us. A monthly direct debit can be set up with your bank.

Members choosing to pay by direct debit will pay their first month in advance and any pro rata for the month you join in. The collection from your bank will always be for the lessons to be taken in the next calendar month. This protects your place in your chosen lessons.

If a direct debit is returned by your bank unpaid, we have the right under BACS regulations to re-present a request for this payment at any point but within one month of the original charge.

Money Back Guarantee is covered in our Cancellations and Refunds Policy.

# Membership Holidays - 'Freezing Your Membership'

As a benefit to membership, we offer the opportunity to temporarily suspend or 'freeze' your membership in the event of prolonged absence such as serious illness or injury. This benefit is for monthly direct debit memberships only as we cannot hold lesson or course spaces open. This benefit is for full calendar months only and available for a minimum of 1 calendar month up to a maximum of 6 calendar months. It carries a reduced fee of £5.00 per member per month.

Freezes can only commence after the first direct debit and pro rata payment has been taken. For GP referrals we are unable to freeze the initial 3 month subscription period. To activate this benefit, please contact the Membership Co-ordinator at the centre by 20th of the month to be effective the 1st of the following month, as you will need to sign to agree to the term of the freeze.

At the end of the 'frozen period' your monthly direct debit will revert to the appropriate fee automatically, the signed agreement being your advance notice of the change.

#### **Change of Details**

Should your personal details change, please notify us immediately. The details we hold for you will be used to communicate electronically or by letter with you as per BACs regulations. You can notify us by emailing enquiries@tringsportscentre.org or in centre.

## **Prices**

Prices may be reviewed at any point during your membership and we undertake to provide at least 1 month notice of any price change either by email where this exists, or by post.

#### **Disruption**

It may be necessary to undertake maintenance to the facility and its equipment at any time. Where we have to alter hours of business or change activity programmes, every attempt will be made to provide advance notice and to minimise disruption and inconvenience. Compensation in the form of use of pro rata refunds may be offered where disruption is set to continue for an extended period.

Tring Sport & Leisure Ltd reserve the right to cancel any Booking(s) without prior notice if, in their ultimate discretion, Tring Sport & Leisure considers that the Facilities are unsafe or unplayable. In the event of any such cancellation, Tring Sport & Leisure Ltd will provide a Booking Credit for the full value of the Booking. Tring Sport & Leisure Ltd will not accept any further costs or liability for any consequential losses suffered by the Hirer due to any such cancellation.

#### Conduct

We expect our members to behave in a considerate manner and will not accept any aggressive or rude behaviour towards other members or our colleagues. We reserve the right to refuse admission for members behaving in such a manner.

## **Membership Cards**

All customers are required to present their membership card on each visit to the facility. The card remains the property of Tring Sports & Leisure Ltd. In the event that you lose your card, a replacement will be made available at a nominal charge. The card may only be used by the person to whom it has been issued.

## Personal Property, Injury, Illness and Death

Subject to the final paragraph of this section, we will not compensate you for any loss or damage you may suffer where the same is attributable to:

- 1. Your own fault
- 2. A third party unconnected with our provision of services under this agreement; or
- 3. Events which neither we nor our suppliers could have reasonably foreseen or forestalled even if we had taken all reasonable care.

Nothing in these terms and conditions is intended to limit or exclude our liability for death or personal injury caused by our negligence or fraud, fraudulent misrepresentation or any other liability which cannot be excluded by law.

# **Cancelling your Direct Debit Membership**

Direct Debit cancellations are covered in our Cancellations and Refunds Policy

## **Programmed & Bookable Activities**

Your membership may entitle you to book activities which are included in your membership. If you are unable to attend such bookings you must cancel as soon as possible. If your booking was not included in your membership and paid for, you will be required to contact the centre to cancel and arrange either a refund or change of session.

Activity paid for outside of your membership can not be refunded via the website

If you cancel within 4 hours of the start time for the booked class activity, you may be subject to a penalty charge of £4.00 where we are unable to fill your place. Where we need to change or cancel an activity we will aim to notify you within the same period.

## **Privacy Policy**

For details of how Tring sports centre uses the personal information you provide, please see our Privacy Policy.

## **Membership Administration**

For all direct debit membership administration enquiries and bookings please contact us by emailing admin@tringsportscentre.org

#### Access

- 1. Members must present their membership card each time they visit the centre. The centre reserves the right to refuse entry without presentation of this item.
- 2. Entry will be refused to anybody under the influence of drugs or alcohol.
- 3. No animals, other than guide dogs are permitted in the facilities,
- 4. The centre will open from 06:30 am 08:00 am Monday Friday and 16:00.pm 10:00 pm Monday Friday. 08.30am 20.30 pm Saturday & Sunday. Last entry is 30 minutes before closing. These hours may vary on Bank Holidays and over Christmas, New Year, and Easter.
- 5. The centre reserves the right to close facilities without prior notice should the need arise. Whenever possible advanced warning will be given.