

General Terms & Conditions – The Gillingham Community and Leisure Trust Ltd (GCLT)

The applicant is asked to read and consider carefully all of the following prior to signing the agreement. In signing this agreement, the applicant accepts the contents completely and agrees to be bound by them and has taken all such independent advice on the contents as he/she wishes.

Membership Categories

A. Platinum/Couples Membership: Use of the Fitness Suite, Swimming Pool (Public Sessions & Member Only Sessions) and Free Exercise Classes (excluding Privately Run Classes not included in Exercise Class Timetable) during centre opening hours (excluding Closure due to Private Hire). No Joining Fee and Free Induction. Exercise classes can be booked 8 days in advance.

If a member is unable to attend a booked class, GCLT must be notified 10 Hours before the class is due to begin.

The full Exercise Class Fee will become payable before another class can be booked where 10 Hours' notice has not been received of non-attendance of a class.

B. Gold Membership: Use of the Fitness Suite and Swimming Pool (Public Sessions & Member Only Sessions) and Half Price Exercise Classes (excluding Pilates & Privately Run Classes not included in Exercise Class Timetable). Joining Fee of £20 and Free Induction. Exercise classes can be booked 7 days in advance. If a member is unable to attend a booked class, GCLT must be notified 10 Hours before the class is due to begin. The remainder of the full Exercise Class Fee will become payable before another class can be booked where 10 hours' notice has not been received by GCLT of non-attendance of a class.

C. Silver Membership: Use of the Fitness Suite during centre opening hours (Excluding Closure due to Private Hire). Joining Fee of £20 and £12 Induction Fee.

D. Swim Membership: Use of the Swimming Pool and Free Aquafit Classes (Public Sessions & Member Only Sessions) during centre opening hours (excluding Closure due to Private Hire). No Joining Fee.

E. Student Plus/Concession Membership: Use of the Fitness Suite, Swimming Pool (Public Sessions & Member Only Sessions) and Free Exercise Classes (excluding Pilates & Privately Run Classes not included in Exercise Class Timetable) during centre opening hours (excluding Closure due to Private Hire). Proof of Student/Concession will be required. No Joining Fee and Free Induction. Exercise classes can be booked 7 days in advance. If a member is unable to attend a booked class, GCLT must be notified 10 Hours before the class is due to begin. The full Exercise Class Fee will become payable before another class can be booked where 10 hours' notice has not been received by GCLT of non-attendance of a class.

F. Student Gym/Swim Membership: Use of the Fitness Suite, Swimming Pool (Public Sessions & Members Only Sessions) during centre opening hours (excluding Closure due to Private Hire). Proof of Student will be required. No Joining or Induction Fee.

G. Corporate Membership: Use of the Fitness Suite, Swimming Pool (Public Sessions & Member Only Sessions) and Free Exercise Classes (excluding Pilates & Privately Run Classes not included in Exercise Class Timetable) during centre opening hours (excluding Closure due to Private Hire). Proof of Corporate/Company Employment will be required. There must be at least six members from that Corporation/Company *at all times*. Should the number of members from the Corporation/Company fall below six, corporate membership will be switched to another membership or terminated. No Joining Fee and Free Induction. Exercise classes can be booked 7 days in advance. If a member is unable to attend a booked class, GCLT must be notified 10 Hours before the class is due to begin. The full Exercise Class Fee will become payable before another class can be booked where 10 hours' notice has not been received by GCLT of non-attendance of a class.

H. Junior Membership: Use of the Fitness Suite (during Junior Gym Sessions if unaccompanied – all other sessions must be accompanied by an adult with a current gym induction) and Swimming Pool (Public Sessions & Member Only Sessions) during centre opening hours. No Joining Fee and £12 Induction Fee.

I. Families Membership: Use of the Fitness Suite, Swimming Pool (Public Sessions & Member Only Sessions) for all and Free Exercise Classes (excluding Privately Run Classes not included in Exercise Class Timetable) during centre opening hours (excluding Closure due to Private Hire) for adults only. No Joining Fee and £12 Induction. Exercise classes can be booked 8 days in advance. If a member is unable to attend a booked class, GCLT must be notified 10 Hours before the class is due to begin. The full Exercise Class Fee will become payable before another class can be booked where 10 Hours' notice has not been received of non-attendance of a class.

General Conditions of Membership

A. Upgrading your membership can be done at any time (Slider fee of the difference will be taken). Downgrading or cancelling your membership requires 30 days' notice in writing to allow time for the Direct Debit to be amended or cancelled.

B. In the event of non-payment of a membership subscription for any month, the member will be liable to pay that month's subscription within 28 days. Membership will be returned to PAYG status until payment is received and GCLT reserves the right to charge a Re-Joining Fee in order for membership to be resumed.

C. Any member wishing to place their membership on hold for medical or business reasons will be required to pay a membership retainer fee of £5 per month for each month the membership is frozen.

D. GCLT reserve the right at any time to refuse any application of membership, to cancel or suspend the membership of any person, and refuse admission to any member where there are any reasonable grounds for doing so. GCLT will on

occasions have to close parts of the centre for annual holidays and essential maintenance. We have the right to do so and will not amend any person's membership during the closures. If

the centre is closed for more than 7 days we will refund into the nominated bank account the proportion of the monthly membership paid in advance corresponding to the date of closure to the end of the membership period for which payment has been received.

E. Members are expected to observe all centre rules and regulations established by GCLT. Disregarding the rules and regulations will result in the cancellation of membership and the forfeiting of the joining fee and any membership fees already paid.

F. GCLT does not offer refunds for non-usage of Centre facilities.

G. Membership cards will be issued to all users and are to be shown at reception to gain entry to the Centre. Cards are not transferable and any use by any person other than the cardholder will result in immediate cancellation of the card with no refund. Any misplaced cards can be replaced upon receipt of a replacement fee of £4 per card. Cardholders are required to have a facial photograph taken as proof of identity.

H. GCLT cannot be held responsible for any loss of property or damage to property suffered by a person using the centre unless it arises from some negligence or deliberate act on the part of GCLT.

I. GCLT reserves the right to change the published programme and timetable at any time.

J. GCLT reserves the right to change fees and payments for the good of the Centre. The cardholder will be given at least 30 days' notice of any changes. They then have the right to change or terminate their Direct Debit agreement without penalty within the 30 day period.

K. On cancellation, all cards associated with the cardholder must be returned to the centre. These would normally be returned with the letter of resignation.

L. GCLT operate a 'no card, no entry' policy for entry into the Fitness Suite.

M. GCLT reserves the right to contact Members or Casual Users by email, telephone or letter to discuss matters relevant to membership and the leisure centre in general. This may include some marketing material relevant to RiversMeet Leisure Centre only. Members should inform GCLT in writing if they do not wish to receive marketing material and GCLT will endeavour to ensure, but cannot guarantee, that such material is not sent.

Liability

A member or visitor engaging in the Centre's activities or making use of its facilities is responsible for ensuring that he/she wears appropriate clothing and is properly equipped for the activity and that his/her health and physical conditions are such as not to involve any risk to themselves or any other persons using the Centre. It is hereby understood and agreed that GCLT accepts no responsibility for accident, injury, illness, loss or misadventure caused to or suffered by members on the premises. Only to the extent caused by the wilful default or negligence of GCLT's staff or agents.

Physical Activity

A. Members are responsible for monitoring their own physical condition throughout any activity undertaken at the Centre and should any usual symptoms occur, they must immediately refrain from participation in the activity until further instruction.

B. The member accepts that, in the absence of negligence on the part of GCLT, they will hold blameless any of the Centre's employees and agents of any damages resulting from, but not limited to, injury or death incurred during any activity undertaken at the Centre.

C. The member will comply with all the rules relating to use throughout the Centre, copies of which are available from reception and on display around the Centre.

D. Use of the Gym is prohibited to any person less than 16 years who is not accompanied by an adult who has received a current gym induction, apart from those who have been authorised to attend a Junior Gym Session.

Induction and Fitness Programmes.

A. Before using the Fitness Suite, all members must complete a Pre Activity Readiness Questionnaire.

B. Specific exercise programmes based on the medical and other information given in the Pre Activity Readiness Questionnaire are available to members on request.

C. The member must inform GCLT's staff of any subsequent change in the information originally supplied on the Pre Activity Readiness Questionnaire.

D. In certain circumstances, GCLT staff may require additional information from the Member's General Practitioner in order that the correct and safe exercise programme is prescribed.

E. The member must accept that there is a risk that adverse effects may be experienced before, during or after participation in any exercise programme, including abnormalities of heart rate and/or blood pressure.

The Gillingham Community and Leisure Trust Limited reserve the right to review the Terms and Conditions and make reasonable changes, giving 30 days' notice.