

# TERMS AND CONDITIONS OF MEMBERSHIP

**These terms and conditions apply to all memberships and discount schemes at all times during the period of membership:**

## **Membership**

- Membership of Sir Ben Ainslie Sports Centre (SBASC) when paid by Direct Debit is for **a minimum period of three months and will not terminate automatically after this period**. Subscription payments will continue to be due until such time as the membership is cancelled as detailed below.
- 'Monthly' memberships can be purchased at any time and run for a period of 30 days.
- 'Annual' membership must be paid for upfront and runs for a period of 12 months.
- SBASC membership fees are not refundable for any reason (including non-usage).
- Members must notify Sir Ben Ainslie Sports Centre of any change in contact details immediately.
- SBASC may terminate any member's membership if the member commits a serious breach or repeated breaches of these terms and Conditions.
- Concessionary members are required to show initial proof of eligibility every 12 months. Failure to do so will result in loss of concessionary status.
- The content of memberships at SBASC may vary from time to time; any variation will be advised where possible with at least one weeks notice posted on relevant display media.

## **Membership Cards**

- A member must produce their valid membership card on entry to the facility in order to access activities at the appropriate rate
- Membership cards are non-transferrable and can only be used by the person to whom it is issued. Infringement could lead to termination of membership.
- If a member's Membership Card becomes lost, stolen or a replacement card is required for any other reason then it is the member's responsibility to advise SBASC. Any replacement cards issued will incur an extra one-off cost.

## **Subscriptions & Payments**

- Direct Debits, where appropriate, will be collected on or around the 1<sup>st</sup> of every month. Payments must be made on time and if the member falls into arrears then the member shall be required to make good on the payment and may also incur an administration fee.
- The value of the members Direct Debit will be amended from time to time to reflect any price increases at Sir Ben Ainslie Sports Centre. Revised prices are normally in effect on the 1st of January every year.
- SBASC will automatically attempt to collect any arrears on Direct Debit memberships in addition to any fees due for the current period.
- When a member paying their subscription by Direct Debit changes their bank account details in any way then immediate notification must be given to SBASC and completion of a replacement Direct Debit mandate may be required.
- Monthly payments may increase due to change of age categories, i.e. Junior to Adult. Members will be notified in writing and given the opportunity to cancel their subscription before the price increase comes in to effect.
- Members defaulting or coming into arrears will be pursued in accordance SBASC Credit Control Policy, which may include County Court or Bankruptcy proceedings. Where such proceedings are required then the member shall be responsible for payment of any related fees or costs incurred by SBASC to include any legal fees incurred.
- Members may upgrade their subscription at any time, upgrading a subscription will restart a new contract period in all respects.
- This arrangement will terminate automatically if any call upon the direct debit is refused, or if the direct debit mandate is cancelled; or on the death, mental incapacity, individual voluntary arrangement or bankruptcy of the member; or forthwith on notice given by Truro School Enterprises Ltd for any reason.

## **Cancellation of membership**

- **The member may terminate their membership when outside of any contract period** (the minimum contract period unless otherwise specified being three months) **by giving the SBASC one month's written notice, either by post, email or by completing the appropriate 'Membership Cancellation Form'**.
- SBASC will provide confirmation of cancellation, either by post or email, within 7 working days from receiving written notice. If confirmation is not received it is recommended that the member contact SBASC to ensure their cancellation has been received.
- If the member provides notice to cancel membership less than 15 working days before the end of the month, the full subscription fee will be payable by direct debit for the following month.

## **Leisure Centre Facilities & Usage**

- Members wishing to utilise the Gym facilities, must first have undertaken the appropriate induction. An induction is required where a member has not used the Gym facility in the preceding twelve months.
- Junior members must abide by the stated gym admission times. Access times are available from a member of staff or on [www.sirbenainsliesportscentre.com](http://www.sirbenainsliesportscentre.com)
- Swimming Memberships access times fluctuate during term and non-term time. SBASC follows the school timetable published by Truro School.
- During busy periods we reserve the right to restrict entry to the swimming pool if they are become overcrowded.
- All members on application must answer a series of health questions. The applicant declares that to the best of their knowledge, the information provided is complete and accurate.
- Admission to SBASC is subject to the facility operating at a safe capacity.
- Any member who suffers an accident whilst in Sir Ben Ainslie Sports Centre report it to the nearest member of staff immediately.

## **Data Protection**

- All members agree to allow Sir Ben Ainslie Sports Centre to store their details on its database.
- Sir Ben Ainslie Sports Centre will comply with the Data Protection Act 2018.

## **General**

- The opening hours of SBASC may vary in line with promotions, pre-booked events taking place within the Centre and from time to time as required to facilitate any necessary maintenance and any other such reason. Where possible at least one weeks notice will be posted on relevant display media.
- Last entry to the facility is 30 minutes prior to the advertised closing time. Entry after this time will not be permitted.
- SBASC operates a 24 hour cancellation policy. All bookings cancelled by a member with less than the required 24 hours notice will not be eligible for any refund or transfer.
- SBASC reserves the right to change Fitness Classes at any time and the instructors who may teach these classes. Where possible at least one weeks notice will be posted on relevant display media.
- Any customer not complying in accordance with the rules, regulations and terms and conditions of facility use will be asked to leave the Centre and their membership may be revoked. In such an event as a membership is revoked then no refund of fees paid will be made.
- These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.