

## Payment Terms and Conditions Non-contract membership

### Principle Terms

- The agreement starts as soon as both parties have signed.
- Membership starts on the Membership Start Date.
- Members are entitled to all rights and privileges for the type of membership chosen.
- This agreement is non-transferable.

**Fees and Charges Non-contract Direct Debit.** The fee relates exclusively to the use of the gym. All other activities associated with the membership are deemed to be an addition to the fee and are subject to change.

1. All payment for membership is due in advance as follows:
  - a. **Monthly non-contract Direct Debit memberships:** A pro-rata initial payment for the balance of the first month's membership followed by advance payments on the first day of each following month by Direct Debit.
2. **Joining fee / initial payment** is due and payable immediately before any facilities may be used. These payments are non-refundable except in circumstances where:
  - a. There has been a breach or negligence by us or
  - b. On the valid exercise of your statutory cancellation rights.
3. All monthly membership payments shall be paid by Direct Debit and are payable monthly in advance.
4. There are no minimum monthly payments required. The membership may be cancelled giving 30 days notice in advance by contacting your local leisure centre.
- a) If you fail to pay any amount due under this agreement for a period of more than 30 days we will cancel your membership and you will be denied access to the facilities. If you fail to pay any amount due under this agreement for a period of more than 30 days, we will implement Durham County Council debt management policy.
5. You agree to advise us promptly of any change to the member details provided
6. Annual membership payments purchased at discounted rates are non-refundable.
7. Monthly membership fees may be increased, subject to 30 days notice, at the discretion of Durham County Council.
8. For the avoidance of any doubt, any member who re-joins the centre following any previous period or periods of membership shall pay the appropriate joining fee for new members.
9. For members under 18 only (third party payer) - the agreement to pay is with the person who gives consent to the membership, this must be the same person who makes the payment in full or initial payment and subsequent payments. It is the person over 18 who signs these terms and conditions and pays the membership fee that is responsible for any breach of these terms and conditions.

### Membership Renewal

10. The membership continues as a continuous monthly Direct Debit payment until cancelled by either party as per the cancellation section below.
11. You may prevent automatic renewal at any time by giving 30 days notice in advance at your local leisure centre. Failure to provide 30 days notice will result in further Direct Debit collections.

### Fair Cancellation

12. This agreement may be cancelled at any time by giving 30 days notice in advance at your local leisure centre. Failure to provide 30 days notice will result in further Direct Debit collections.



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- 13. Breach: Durham County Council may terminate this agreement with immediate effect, on notice to the member, if there is a breach of Fitness Suite Rules e.g. theft or other criminal activity within the facility.
- 14. A membership cancellation will not be implemented until the appropriate evidence is provided by the customer and received in writing or via email by Durham County Council giving 30 days notice in advance.

**Where evidence is required to apply an action please provide this at your local leisure centre.**

|                             |  |      |  |
|-----------------------------|--|------|--|
| Signature of Member         |  | Date |  |
| Signature of leisure centre |  | Date |  |