

Payment Terms and Conditions 12 month contract (Fitness Class Membership)

Principle Terms

- This agreement is between the Member and Durham County Council.
- The agreement starts as soon as both parties have signed.
- Membership starts on the membership start date.
- Membership relates only to the facilities at the leisure centre(s) set out in Membership Terms and Conditions.
- Membership is for a minimum period of 12 months from the membership start date.
- During the first 12 months of this agreement cancellation may only be considered as per the Fair Cancellation Policy below.
- Members are entitled to all rights and privileges for the type of membership chosen.
- This agreement is exclusive to the member and is non-transferable.

Fees and Charges (Direct Debit and Annual) The fee relates exclusively to the use of the Fitness Class Membership.

1. All payment for membership is due in advance as follows:
 - a. **Annual membership:** Payment in full before commencement of membership
 - b. **Monthly 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. A minimum of 12 monthly payments are required before this contract may be terminated (this includes any initial pro-rata payment). Once you have completed the 12 monthly Direct Debit payments you can cancel your automatic renewal payments (see below) anytime by contacting your local leisure centre and giving 30 days notice in advance. You should not cancel your Direct Debit mandate with the bank until the final months payment has been drawn.
5. If you fail to pay any amount due under this agreement for a period of more than 30 days, you will be denied access to the facilities until the amount due has been paid in full. We will implement Durham County Council debt management policy.
6. You agree to advise us promptly of any change to the member details provided.
7. Annual membership payments purchased at discounted rates are non-refundable.
8. A member whose membership is terminated shall forfeit all the privileges of membership with immediate effect, there will be no entitlement to refund of any monthly membership charges already paid.
9. Monthly membership fees may be increased, subject to 30 days notice, at the discretion of Durham County Council.
10. 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.
11. 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

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pays the membership fee that will be responsible for any breach of these terms and conditions. Members under 18 years of age have the right to cancel their membership anytime by contacting your local leisure centre and giving 30 days notice in advance.

Membership Renewal

12. Annual membership is renewed for one year by payment of the membership fee in full in advance. For monthly Direct Debit memberships, the Membership continues on a rolling monthly Direct Debit payment until cancelled by either party. Please see notes on cancellation below.
13. At the end of the first 12 months membership you may prevent automatic renewal at any time by giving 30 days notice in advance at your local leisure centre. You should not cancel your Direct Debit mandate with the Bank until the final months payment has been drawn.

Fair Cancellation

14. Durham County Council operates a fair cancellation policy. Only under the following circumstances will we consider the cancellation of a membership within the first 12 months of a Direct Debit membership or annual membership.
15. Relocation: This agreement may be cancelled if the member moves to a permanent address more than 15 miles away from the facility. A copy of a utility bill or bank statement showing the new address should be supplied in support of this.
16. Long term (over 3 month) illness or injury: This agreement may be cancelled in the event of an illness, injury or medical condition which in the opinion of a suitably qualified medical practitioner, prohibits exercise for 3 months or longer. Appropriate proof must be provided.
17. Hardship: This agreement may be cancelled where the members financial circumstances have reduced to the extent where it makes it difficult to sustain the membership. Appropriate proof must be provided.
E.g.
 - a. Redundancy or loss of employment
 - b. Breakdown of relationship - where a two income household reduces to a single income
18. Pregnancy: This agreement may be cancelled upon receipt of appropriate written proof being given.

Please note – cancellation for the above reasons will not be effected until the appropriate proof is received in writing or via email. Appropriate proof may be in the form of an official document or a written statement by a medical practitioner, employer, or other official.

19. Breach: This agreement may be cancelled if Durham County Council is in breach of contract. This includes not providing facilities or services which may reasonably be expected by the member, or where standards fall below that detailed in the membership terms and conditions.
20. Durham County Council may also 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.
21. 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.

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Freezing

- 22. No membership freeze will be implemented until the appropriate evidence is provided by the customer and received in writing or via email by Durham County Council.
- 23. Temporary illness or injury: This agreement may be frozen in the event of a temporary illness, injury or medical condition which, in the written opinion of a doctor or other suitably qualified medical practitioner, prohibits exercise for a period of time. This should be submitted inside 30 days of the situation arising.
- 24. A membership may be frozen for a minimum of one month and up to a maximum of three months at any one time.
 - a. A membership may be frozen for up to three months within a one year period from the Direct Debit start date.
 - b. If the membership freeze period exceeds 3 months the membership may be terminated in agreement with Durham County Council and the member.
- 25. A membership freeze period does not affect the minimum number of Direct Debit payments or the length of membership purchased. Any Direct Debit payments remaining at the time of the freeze will recommence on a monthly basis at the end of the freeze period. For annual memberships the freeze period will be added on to the end of the original 12 month period.
- 26. Extension of freeze period: 30 days before the end of the initial freeze period, further evidence must be provided by the customer to Durham County Council together with a request to extend the freeze period.

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	