

## Group 1 or 2 Membership Terms and Conditions promotional offer

### Membership Benefits

By joining Durham County Councils **Group 1 or 2 promotional offer leisure membership** you gain access to either:

1. **Newton Aycliffe Leisure Centre**
2. **Shildon-Sunnydale Leisure Centre (Shildon)**

The range of activities included in this membership package are:

1. **Free** 1:1 personal programme.
2. **Unlimited** gym use during opening times.
3. **Free** swimming during public swimming times where available.
4. **Free** fitness classes (not including pool-based classes)
5. **Free** Sauna and Steam where available.

### Important Notes

1. This membership does not allow cross site use of activities for example; members at Shildon-Sunnydale Leisure Centre cannot use the pool at Newton Aycliffe Leisure Centre.

### Membership Terms and Conditions

- i. The membership package chosen is subject to the rules and regulations of the participating centres. The management team reserves the right to refuse membership.
- ii. Membership is personal to the member and is non-assignable, non-transferable and non-refundable.
- iii. To ensure safe access for customers members are required to have a digital photograph taken at reception which will be held on our system for security reasons. All relevant membership details will be recorded on the Leisure Management System.
- iv. Members will be issued with a Thrive card which will remain the property of the Council. This card must be produced to gain access to the facilities and receive Thrive card discounts. Failure to produce the Thrive card will prohibit access. A member may not loan his/her Thrive card or permit it to be used by anyone else. If a Thrive card is lost or mislaid, the management team will issue a replacement Thrive card for a reasonable charge.
- v. Annual/Direct Debit membership entitles a member to use of the facilities -specified in the package purchased - during centre opening hours.
- vi. Anyone wishing to use the fitness suite must attend an initial appointment prior to use.
- vii. Under 18's:
  - a. Membership is available to individuals of at least 16 years of age; however payment by Direct Debit mandates can only be accepted from an account holder over the age of 18 years.
  - b. 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 will be the person over 18 who signs these terms and conditions paying the membership fee that will be responsible for any breach of these terms and conditions.
- viii. The management team reserves the right to introduce additional categories of membership from time to time.

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### **Rules and Regulations**

- i. The Council shall make the rules for the facilities the Fitness Suite Rules. These are provided to members for their safety and enjoyment of their membership. A copy of the Fitness Suite Rules is displayed at the facilities. Members should also be aware of and adhere to the Council's policies and procedures displayed within the centres.
- ii. The fitness suite rules form part of the Membership Terms and Conditions, and each member agrees to abide by the terms whilst adhering to Council policies and procedures.
- iii. The Council reserve the right to vary the terms and conditions and the fitness suite rules from time to time. Any changes to the terms and conditions or the Rules shall be posted at reception which will constitute due notice of all changes.
- iv. Site specific policies, regulations and guidance relating to section 1 above is provided by each specific centre. Members must agree to and adhere to all policies, regulations and guidance and must obtain these from the leisure centre prior to the use of the facilities.

### **Limitation of Liability**

- i. In consideration of Durham County Council acceptance of his/her application for membership and he/she becoming and remaining a member, the member agrees that:
- ii. Neither the Council nor its employees or agents shall be liable for any loss, damage or theft of any property belonging to, or brought onto the centre premises by the member, occurring upon the centre premises unless caused by negligence of the Council or its employees.
- iii. Neither the Council nor any employees of the Council shall be responsible for any death, personal injury or illness occurring upon the centre premises, or as a result of the use of the facilities and/or equipment provided by the centre, except to the extent that such death, personal injury or illness arises from any negligent act or omission of the Council or its employees.
- iv. Cars parked in the leisure centre car park or elsewhere on the premises of the centre and all contents left in them are left at the owner's risk and the centre will accept no liability for loss or damage in respect thereof.

### **Physical Condition of Member**

- i. The member warrants that he/she is in a good physical condition and that he/she knows of no medical or other reason why he/she is not capable of engaging in active or passive exercise and that such exercise will not be detrimental to his/her health, safety, comfort or physical condition.
- ii. The member shall not use the centre facilities whilst suffering from any infections or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts, abrasions, open sores or minor infections where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of any other.
- iii. The Member agrees they have read and understood the Health Commitment Statement on display within the leisure centre.

### **Expulsion of Members and Termination of Membership**

- i. Durham County Council may suspend or terminate the membership of any member without notice and with immediate effect:-
- ii. If the member's conduct, whether or not such conduct is the subject of complaint by another member or members, is such that in the reasonable opinion of the Council, it may be injurious to the character or interests of the centre, or such that it renders the member unfit to associate with other members of the centre.
- iii. If the member shall have committed any breach of these terms and conditions or of the Fitness Suite Rules of the centre.
- iv. if any part of the initial subscription fee or the monthly membership charge which is due and payable remains unpaid after the due date for payment.
- v. If a member brings intoxicating liquor, illegal substances or food into the centre.
- vi. All decisions of the management team under this clause are final and binding.

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### Dress

Appropriate clean clothing and trainers must be worn at all times in the centre and during classes unless specifically otherwise advised by an instructor. Trainers must be worn whilst using the equipment in the fitness suite.

### Conduct

- i. Members should use the equipment and facilities in accordance with the advice given by centre staff and/or any notices on the premises. Members shall not misuse the equipment or facilities of the centre and any member who wilfully or negligently causes such damage shall pay for any damage to the centre property.
- ii. Smoking is not permitted in any part of the leisure centre.
- iii. In the interests of health and hygiene, all centre users must shower prior to entering the sauna and swimming pool areas and must wear a swimming costume.
- iv. Members may not use the facilities of the centre whilst under the influence of narcotics or other mood altering substances.
- v. For security reasons, members and guests are asked to store personal belongings and valuables in the lockers provided. Lockers are provided on a daily basis. Lost property will be retained for a reasonable period of time appropriate to their value and will subsequently be disposed of by Durham County Council.

### Other

- i. Durham County Council may ask permission of any individual or group to be photographed for press or promotional purposes.
- ii. Durham County Council may from time to time wish to show potential members or others around the centre facilities on a trial basis and reserve the right to do so.
- iii. The centres normal hours of operation and the hours in which any facilities within the centres are available to members are obtainable from the centre upon request. Durham County Council reserves the right to change/alter the programme of activities/ classes at any time.
- iv. Durham County Council reserves the right to cancel and change classes within the timetable at any time.
- v. Durham County Council reserves the right to hold private functions / events in parts of the centre from time to time and will advise members in advance on the centre notice board of any changes in opening hours or alterations to the centre schedule to accommodate such functions.
- vi. The failure of Durham County Council to enforce any of their rights at any time for any period shall not be construed as waiver of such rights.
- vii. It is at the discretion of the centre management team to close any of the facilities or limit their usage, should the centre venue become used for major events, refurbishment or emergency repairs/maintenance. No refund will be given in such circumstances and the management team shall endeavour to give reasonable notice of any change, lengthening or shortening of such hours.
- viii. Durham County Council reserves the right to amend the terms and conditions of the membership.
- ix. As a Thrive card holder, from time to time we may contact you with details of promotions and special offers along with other information we think may interest you across the range of Culture & Sport Services.

### Fitness Class booking

- i. Booking should be made by visiting or contacting the appropriate leisure centre.
- ii. Bookings can be made 7 days in advance.
- iii. Bookings are free; however a minimum of 12 hours notice must be given to cancel a booking. Should less time be provided Durham County Council reserves the right to restrict future entry and deal with repeat offenders by removing booking rights for a period of time agreed by management.

Signature of Member		Date	
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Signature of leisure centre		Date	
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