

## Payment Terms and Conditions Non-contract Swimming 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.
- 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 (Non-contract Direct Debit)

- a. All members shall pay an advance payment upon becoming a member. For the non-contract Direct Debit memberships, this payment covers use of the facilities until the first Direct Debit payment is made and therefore the amount of initial pro-rata payment is variable in accordance with the date of joining.
- b. The joining fee and initial payment is due and payable immediately on execution of the agreement and is not refundable, other than in the event of breach or negligence by us or on the valid exercise of your statutory cancellation rights.
- c. All monthly membership payments shall be paid by Direct Debit and are payable monthly in advance.
- d. There is no minimum number of monthly payments required. The membership may be cancelled, in writing or via email giving 30 days notice in advance to Durham County Council.
- e. If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason your member benefits and access rights to facilities will be withdrawn.
- f. 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.
- g. You agree to advise us promptly of any change to the member details provided.
- h. Monthly membership fees may be increased subject to 30 days notice, at the discretion of Durham County Council.
- i. 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 (where applicable).
- j. For members under 18 (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 Direct Debit payments. It will be the person over 18 who signs these terms and conditions and paying the membership fee who will be responsible for any breach of these terms and conditions.

### Membership Renewal

- k. The membership continues as a rolling monthly Direct Debit payment until cancelled by either party as per cancellation section below.

### Fair Cancellation

- l. The membership may be cancelled in writing or via email giving 30 days' notice in advance to Durham County Council.
- m. A membership cancellation will not be implemented until the cancellation request is provided by the customer and received in writing or via email by Durham County Council giving 30 days notice in advance.

Signature of Member		Date	
Signature of leisure centre		Date	

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