



## Terms and Conditions – Martlesham Leisure

### Memberships & Fees

- The terms and conditions appearing on this agreement govern the relationship between the member described above (you) and Martlesham Leisure (us/we).
- As a Martlesham Leisure member you are entitled, during the term to use facilities and to receive only those products and services that are offered in accordance with the membership type you have selected.
- By completing the Membership Agreement and signing the agreement, you agree to be bound by these Term and Conditions
- The length and fees of your membership have been discussed or included in your Membership Renewal notification. Your membership cannot be cancelled within the initial term and direct debits are for a minimum of the agreed duration as stipulated in the membership agreement. (3 months and thereafter a one month rolling basis with one full months' notice to terminate

### Use of the Facilities

- Your membership for all and any classes is delivered through on premise, off premise or on-line delivery as our delivery methods. Should one method of service delivery become unavailable, one of the other delivery methods will be provided as your class schedule.
- You acknowledge that you have read and understood the rules of Membership and that We may alter or add to the rules at any time. Notice of such alteration or addition to the rules will be displayed, advertised in a prominent position, or emailed.
- You must comply with the rules as amended from time to time in accordance with clause 5 of these Terms and Conditions.
- Non-Use of the facilities by you gives no right to a rebate, cancellation, or refund of the Membership fee. Should you be unable to use the facilities due to long-term illness or injury, on providing proof, arrangements can be made to suspend your membership for an agreed period.

- Except as prevented by fires, wars, strikes, government regulations, pandemics or similar causes, We will during the Membership Period maintain our scheduled hours of opening. If the facilities regularly used by You are closed for any reason, then You agree to accept similar substitute facilities within reasonable distance from Martlesham Leisure.
- If Martlesham Leisure remains closed during the hours of opening then current under the regulations (“Hours of Opening”) for any reason (customary and statutory holidays excluded) Your membership will be automatically extended for an additional period equal to the duration of the closure.
- We retain the right to alter or suspend opening hours, class times, facilities, equipment, pricing or any of the products or services offered or provided at our sole discretion.
- You may not transfer your rights under this agreement.

### **Payment of Fees**

- The membership fees, administration fees and other charges are as stipulated on the membership agreement and in the Direct Debit Request Agreement signed by you.
- Your Direct Debit Agreement states that your membership fee will be paid monthly on the agreed payment date. Cancellation should be given in writing and a notice period of 30 days.
- Martlesham Leisure may elect to treat any situation where outstanding monies are not paid for a period of 14 consecutive days, as a cancellation of your membership. If your membership is so cancelled, then any sums paid to the date of cancellation shall be non-refundable and all payments still outstanding shall become immediately due and payable.
- When you elect to pay your membership fees by Direct Debit, you hereby agree to:
  - Ensure sufficient clear funds are available
  - Comply with the requirements or agreement of the direct debit service provider used by Martlesham Leisure.
  - Make a payment when due and if You fail to do so, You agree to pay all further costs of recovery incurred by Us or Our representatives, including (without limitation) direct debit service provider costs and charges, collection agency costs, court costs, solicitor costs, together with interest on the outstanding amounts at a rate allowed by the law.
  - Inform Us about any changes to Your account details in writing not less than

- 14 days prior to the next debit date.

### **Membership Suspension**

- No Membership Suspension is available within the initial minimum term if that minimum term is 3 months or less. Extenuating circumstances will be taken into consideration after written request is given by You to Martlesham Leisure. Other suspension requests will be considered in line with the non-use of the facilities rule noted above.
- Under 18 years wishing to purchase a membership via a monthly payment direct debit, for legal reasons, will be required to provide parental guardian details

### **Termination by You**

- You may terminate Your membership during the cooling off period (7 days) by providing notice in writing to Martlesham Leisure
- If you terminate Your membership during the cooling off period, you will receive a refund of membership fees already paid for the unused term of Your Membership. However, you will be required to pay fees for any services provided to you during the cooling off period and an administration fee.
- If your membership fees are paid by direct debit, any cooling off fees owed will be deducted at the next direct debit.
- If a refund is owing to you, this will be made via Bank transfer within 30 days of Your written notice.
- Outside any cooling off period, to discontinue Your membership, if payment is made by monthly contract, then this requires full payment of the minimum contracted term (3 months) and one months' notice period should be given in writing or via email.
- Despite any other provision in this agreement, We reserve the right to cancel this agreement at any time by notice in writing without giving reasons and without compensation but You will receive a refund of any moneys paid and attributed to the remaining Membership Period after that cancellation.

### **Termination by Martlesham Leisure**

- We may terminate this agreement immediately if we believe that your conduct is offensive, or if we believe you have committed a serious or repeated breach of this Agreement or our Rules and Regulations.

- Martlesham Leisure may also terminate this agreement if you fail to pay monies due to Us within 14 days after the due date.

### **Age and Health of user**

- That You are in good physical condition and are not aware of any medical or other reason why you are not capable of engaging in exercise or why exercise may be detrimental to Your health.
- You acknowledge that you have completed a pre-exercise questionnaire provided to You and that you have answered those questions to the best of Your knowledge.
- Should You invite a non-member/day guest/visitor You will be responsible in ensuring that they complete a pre-exercise questionnaire and note Terms & Conditions.
- You acknowledge that the rights and obligations under this Membership Agreement will not be affected if You have given answers to a pre-exercise questionnaire which indicate that You have an injury or risk of injury from participating in any services provided by Martlesham Leisure. If You have given answers to a pre-exercise questionnaire which indicate that You have an injury or risk of injury from participating in any services provided by Martlesham Leisure You must not use the facilities or services offered by Us unless You have obtained appropriate medical or health advice in relation to Your use of or participation in any facilities or services offered by Us, and You have provided that medical or health advice to Us.
- You acknowledge that we offer no warranty that Our programs, advice, or facilities available to You are approved by any medical or other authority.
- You agree to inform Martlesham Leisure if, at any time during the Term of Your membership, you believe that there is a risk to Your health by participating in any activities offered under Your membership.

## Liability

- Neither Martlesham Leisure, Our agents or staff shall be liable for loss, damage or theft of any property belonging to You or any guest accompanied by You.
- Neither Martlesham Leisure nor Our agents or staff shall be liable for any death, personal injury or illness that may occur to You or any guest accompanied by You as a result of the use of Our facilities. You acknowledge that You use the facilities at Your own risk.
- You also agree that in an event that You are injured, or Your property is damaged, You will bring no claim, legal or otherwise, against Martlesham Leisure in respect of that injury or damage.
- Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.

## Other

- This agreement represents the entire agreement between You and Martlesham Leisure and supersedes all prior representation, agreements, or understandings whether written or oral in respect of the subject matter hereof.
- If any aspect of this Membership Agreement is unenforceable or deemed to be void, that part is or will be severed from this Membership Agreement so that all parts that are not or do not become void or unenforceable remain in full force and effect and are not affected by the severance.