

TERMS OF MEMBERSHIP

PARTIES

1. LA Active Life shall be operated as a propriety club run by 3d Leisure within the Elms Academy. The club will be administered by 3d Leisure. The owner shall solely determine the facilities of the club; any amendment or replacement shall be at the owner's discretion. The membership agreement (in which are incorporated these terms and conditions) is made between 3d Leisure Ltd in conjunction with Elms Academy.

HOURS OF OPENING

1. The Club's normal hours of operation are 5pm – 9.30pm Monday to Friday and 9.30am - 6pm on Saturdays. For the School Half Term periods we open 9.30am – 9.30pm Monday to Friday and usual Saturday opening of 9.30am – 6pm with the exception of the Christmas break. The gym will be closed on Bank and Public holidays. We may make reasonable changes to these rules at any time provided we give you advance notice of the changes.

ACCEPTANCE AS A MEMBER

1. We have an absolute discretion over whether to enter into this agreement and to accept your application for membership of the Club. If your application of membership is accepted, membership of the Club will start from the date stated on the front of this form. On acceptance, you will be issued with a membership card personal to you and you will be entitled to all the rights and privileges exercisable by the class of membership into which you have been accepted. Entry into the Club is gained on presentation of a valid membership card.

MEMBERSHIP

1. You must be of least 16 years of age to be a member of the Club.
2. People making payment together may apply for joint membership for which a discount may be available.
3. As a member you agree to comply with the rules of membership which are displayed within the club within the Club and relate to opening hours, which are 5pm – 9.30pm Monday to Friday and 9.30am - 6pm on Saturdays. For the School Half Term periods we open 9.30am - 9.30pm Monday to Friday and usual Saturday opening of 9.30am – 6pm with the exception of the Christmas break. The gym will be closed on Bank and Public holidays. We may make reasonable changes to these rules at any time provided we give you advance notice of the changes.
4. Student memberships are available from the age of 16. Please contact the club manager for more information.
5. Certain types of membership do not allow you to use all of the Club's facilities and services. At our discretion, we may allow you to use services and facilities not included in your type of membership on payment of an additional charge.
6. Membership cards are only for the use of the paying member and are not transferable under any circumstances.

PERSONAL TRAINING

1. Payment must be received prior to the first training session. Client is expected to discuss all health history information and any medical concerns with the trainer.
2. Client must give a 4-hour notice for session cancellation. In the case of sessions that start before 11am a 24hr notice period does apply. Failure to do so will result in forfeiture of one session.
3. If client, for any reason other than a medical issue, does not fulfil all of their sessions in the pack, no refund will be given.
4. All sessions must be complete within 3 months after the date of purchase.

MEMBERSHIP FEES

1. All members will pay a subscription beginning when the member is accepted for membership and shall be payable either annually in advance or by monthly payments in which case it will be debited from the members bank account by monthly direct debit.
2. Renewal of memberships is due after completion of the initial 12 month period and subsequent 12 month periods thereafter. Members are given the option to either renew their existing membership with the Terms and Conditions set out above prevailing for further 12 month periods, change to a different membership tariff for which a new initial contract period will apply, or pay their membership fee in one annual lump sum. Where members choose to renew their existing membership, members will have the ability to cancel their membership in accordance with the cancellation clauses set out in these Terms and Conditions. Please note that the continuance of monthly payments to 3d Leisure will constitute the renewal of the membership at the prevailing rate in accordance with these Terms and Conditions.
3. After the initial 1 month period your membership continues on a monthly basis by paying the monthly membership fee. Any frozen membership time will be added on to the end of the current subscription year if paying annually.
4. We may increase the membership subscription after the initial 12 month period, we shall give you a minimum of 30 days notice of any price increases.
5. It is agreed that in the event of one or more member/s join/s into a joint membership, both parties are jointly and individually responsible and liable for the contract value.
6. If any part of the monthly subscription remains unpaid after the due date for payment, all monies owing will become due for payment immediately. Any outstanding payments may result in access to the facilities being denied until paid.

CANCELLATION OF MEMBERSHIP

1. 3d Leisure or Elms Academy may cancel the Membership of any Member in the event that they commit a serious breach of the membership agreement or the Club rules. Any refunds owed will be at the absolute discretion of the management.
2. Cancellation by a Member:
 - i. The member will not be entitled to cancel membership during the initial 1 month period of membership and after this they will need to give one months notice in writing to the club manager
 - ii. A member may cancel membership by giving no less than one calendar month's notice in writing to the Club Manager.
 - iii. A member requires confirmation in writing of cancellation from the Club Manager and he/she should contact the Club Manager if this is not received within 7 days of the member giving notice to cancel. The member should provide details of the address for delivery of this written notice if this address is different from that held by the Club Manager.
 - iv. A member may cancel his/her membership within 14 days of joining the Club by resigning in writing to the Club Manager. This 14 day period commences from the start date set out overleaf. Any monies initially paid will be fully refunded to the Member.

GENERAL

1. It may happen that, through circumstances beyond our control, we will be unable to provide our full range of services. We will do all we can to restore our services to normal as soon as possible. Members will still be liable for membership subscriptions during this period.
2. In the event of any default of the member, the 3d Leisure or Elms Academy may disclose personal particulars contained in the membership agreement to a credit reference agency or any other party necessary in obtaining settlement of arrears.
3. Entry will be refused to anyone under the influence of drugs or alcohol.
4. No animals are permitted inside the Club other than Guide dogs.
5. Members may bring guests with them to use the club facilities. Any guest users will need to pay the appropriate guest fee. Members may be accompanied by a maximum of two guests at any one time, unless prior arrangements have been made with the Club Manager.
6. The Club reserves the right to refuse admission to any guest.
7. Members must accept responsibility for their guests and ensure that they abide to the terms of membership. Members must be with their guests at all times.
8. Any behaviour involving other users, staff and staff deemed inappropriate by the club or management may be classed as a serious breach of this agreement and may result in the cancellation of your membership. This would include but is not limited to violent or aggressive behaviour, misuse of equipment, unauthorised access and theft.
9. Members are not allowed in any other part of the Elms Academy apart from the areas specified for their chosen activity in relation to their membership. The main areas of access include the gym, studio, spinning area, sports hall, changing rooms and external pitches.

DATA PROTECTION ACT

1. We take the privacy of our members very seriously. If you have any requests concerning your personal information or any queries in regards to our processing please contact the Club Manager. The statements below explain how we use your personal information.
 - i. Information collected: We collect personal information from you through the membership form and your use of our facilities. The information we collect may relate to your physical health or condition.
 - ii. Use of your information: We use your personal information for the purposes of providing and personalising our membership services and may contact you from time to time informing you of related services or products. If you do not wish to receive such information you should instruct the Club Manager accordingly, in writing. We may also contact you if you have not recently attend the facilities to offer encouragement or seek information for the reasons for your recent absence. Again if you do not wish to be contacted in this way please instruct the Club Manager in writing.