

## **Terms and Conditions for Leisure Membership**

1. A number of Leisure Membership packages are available which provide access to the following range of activities:

### **All Inclusive Membership**

Gym	Chilwell Olympia, Bramcote Leisure Centre & Kimberley Gym & Swim
Group Exercise Classes	Chilwell Olympia, Bramcote Leisure Centre & Kimberley Gym & Swim
Swimming	Bramcote Leisure Centre & Kimberley Gym & Swim
Spa	Bramcote Leisure Centre

### **Swim School Membership**

Swimming Lessons	Bramcote Leisure Centre & Kimberley Gym & Swim
Swimming	Bramcote Leisure Centre & Kimberley Gym & Swim

### **Gym & Swim School Membership**

Swimming Lessons	Bramcote Leisure Centre & Kimberley Gym & Swim
Gym	Chilwell Olympia, Bramcote Leisure Centre & Kimberley Gym & Swim
Group Exercise Classes	Chilwell Olympia, Bramcote Leisure Centre & Kimberley Gym & Swim
Swimming	Bramcote Leisure Centre & Kimberley Gym & Swim
Spa	Bramcote Leisure Centre

### **Young Persons Membership (11 to 17 years)**

Swimming	Bramcote Leisure Centre & Kimberley Gym & Swim
Gym	Chilwell Olympia, Bramcote Leisure Centre & Kimberley Gym & Swim (Fourteen and fifteen year olds are able to use the gym but must be accompanied by a responsible Member aged over 18 years who has completed a gym activation (one adult per 14 or 15-year-old), and is using the gym alongside them. Specific, supervised junior gym sessions for over 11's are available as stated on the timetable.)
Group Exercise Classes	Chilwell Olympia, Bramcote Leisure Centre & Kimberley Gym & Swim (Specific Group Exercise classes are available for 14 years+ as detailed on the timetable)

2. The online Membership Account Form, these Terms and Conditions and your Membership Letter is the Agreement between you (the 'Member'), and Liberty Leisure Limited.
3. All Members will automatically receive a free Leisure Pass. This will entitle you to additional benefits, subject to criteria, during the period in which your membership is valid. In addition to these terms for Leisure Members you are subject to the Terms and Conditions for Leisure Pass Holders which can be found here <https://www.leisure.co.uk/terms-conditions/>.
4. Bookings can be made 8 days in advance (excluding the current day) by Members.

5. Members are able to cancel, modify or transfer an activity booking if this is undertaken at least the day before the activity date. Non-attendance for your booked activity or cancellation on the day of any booked activity will be chargeable. This applies to all categories of membership. The Member will then be unable to book activities online indefinitely until they have spoken to the leisure centre.
6. Two membership payment options are available:
  - Fixed Term Membership: one non-refundable payment in advance for a fixed period
  - Monthly Direct Debit Membership: an on-going monthly fee

#### Fixed Term Memberships

7. A joining fee is required on the initial sign up for a Fixed Term Membership. At the end of the fixed term, two weeks' grace may be given to Members to re-join without paying the joining fee (to either join on another Fixed Term Membership or Monthly Direct Debit Membership). Beyond two weeks from the date of expiry of the previous membership term a joining fee becomes applicable.
8. All Fixed Term Memberships must be paid in full at the time of joining and upon renewal.

#### Monthly Direct Debit Memberships

9. A joining fee is required on the initial sign up and each time a Member re-joins on a Monthly Direct Debit Membership.
10. An upfront pro-rata payment is payable on commencing a Monthly Direct Debit Membership. This applies to all new and re-joining Members. This fee covers the period from the day of joining until the first direct debit is collected.
11. All monthly payments will be collected from your account by Direct Debit on either the 5<sup>th</sup> or 20<sup>th</sup> of the month (or the first working day after if the date falls at a weekend) and then every month thereafter, regardless of attendance or non-attendance, except where cancellation terms are met (detailed below). All new members will have their account debited on 5<sup>th</sup> of each month. Members paying by Direct Debit hold a membership for each month that payments are made in advance. The actual payment date will be confirmed to you in writing by Membership Services.
12. If we do not receive your Direct Debit on the first request you will be able to bring your account up to date online [HERE](#) , at one of our Leisure Centres, or by contacting Membership Services on 0115 9173915. If you fail to bring your account up to date, we will apply the amount owed to your next direct debit withdrawal. Should this second direct debit not be collected your membership will be cancelled.
13. If you are paying by direct debit and you fall behind with your membership fees and this is not caused by a bank error, we reserve the right to charge reasonable administration fees and/or suspend or cancel your membership.

#### Memberships

14. Your Membership is not transferable to others and action may be taken where inappropriate use is found to have occurred.

15. Facilities may be withdrawn from time to time for repairs, refurbishment, special events or closures. Access to a similar activity can generally be made at another of the listed facilities in section 1 above, but is not guaranteed. No refunds will be provided for such unavailability.
16. If you are purchasing a Membership as an adult on behalf of a user under 16 years of age ('U16'), the adult user is deemed to be accepting these Terms and Conditions on the U16's behalf. By accepting these, you agree to be responsible for the behaviour and actions of the U16 at all times and to pay Leisure any amounts that are due on their behalf.
17. Liberty Leisure Limited reserves the right to amend terms, conditions and policies as it sees fit without notice to Members.
18. Liberty Leisure Limited may choose to change the monthly Membership rates at any time. You will be given at least 10 working days' notice of your account being debited, by email / SMS / letter of any change.
19. Members can request a Change of Membership by contacting Membership Services at [membership.services@lleisure.co.uk](mailto:membership.services@lleisure.co.uk). A pro-rata fee may be payable, depending upon the change being requested. The Membership will then be charged at the new monthly fee from the date of the next Direct Debit payment.
20. The Membership is for the Liberty Leisure Limited facilities, not an individual leisure centre. For this reason, temporary closure of individual facilities for essential maintenance or large scale events will not result in refunds or early cancellation of Membership being permitted. Where we're unable to provide facilities in a way that affects your ability to get value for money from your Membership, you can freeze/suspend it for an agreed period at no charge.

#### 21. **Freezing Your Membership**

All Inclusive Monthly Members are able to take a temporary break from membership for any reason, from month 3 of your membership. Freezes must be for full months only. You can freeze for a minimum period of 3 months and there is a £5 monthly fee. After the 3-month period, unless otherwise notified, your membership will automatically be un-frozen and will revert to your monthly rate.

Freezes align with your monthly membership payment date, and you need to request the freeze at least 10 working days before your monthly direct debit is due. You can request to freeze your membership by emailing us at [membership.services@lleisure.co.uk](mailto:membership.services@lleisure.co.uk). We will send you confirmation by email once we have processed your freeze.

You may be able to freeze your membership free of charge for medical reasons. This applies to both all-inclusive monthly memberships and fixed term memberships. A free medical freeze can be applied, for between 1 and 12 calendar months, as long as you provide us with recently dated acceptable medical evidence to cover you for the rest of the requested freeze period.

## 22. Cancellation Terms for Lleisure Members:

- All monthly payable memberships are subject to 30 days' notice of cancellation. You can terminate your membership agreement at any point by cancelling your direct debit with your bank, allowing 5 working days for the bank to action this. You must also email Membership Services at [membership.services@lleisure.co.uk](mailto:membership.services@lleisure.co.uk) or by following the link <https://www.lleisure.co.uk/cancelling-your-direct-debit/> to complete our online cancellation form.
- As per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you are entitled to cancel your membership within a 14 day cooling off period after joining. Where the membership has not been used during the first 14 days, Liberty Leisure Limited will refund in full all monies received. However, as per regulation 36 of Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, deductions equivalent to our standard charges will be made to cover any usage within the 14-day period. In no other circumstances will fees be refunded.
- Fixed Term memberships can be terminated by the Member at any point within their fixed term, but no refund will be payable after the initial 14 day cooling off period after joining. Deductions equivalent to our standard charges will be made to cover any usage within the first 14 days.
- For Lleisure Swim School Memberships and Lleisure Gym & Swim School Memberships, cancellation of your membership results in giving up your place on the Lleisure Swim School.
- Monthly Direct Debit Members can cancel by informing Membership Services who will inform you of the expiry date of your membership. This notification must be made at least 5 working days before your next direct debit is due. It is the Members' responsibility to make sure that cancellation is placed with both Membership Services and that the Direct Debit is cancelled through your bank or building society in order to guarantee membership cancellation. We are entitled to keep any membership fees we receive if you have not cancelled your direct debit instruction with your bank and you have not given us the correct notice to cancel.
- Lleisure Swim School Memberships are non-refundable. In exceptional circumstances, such as suffering an injury, which prevents you from using the facilities, your monthly membership fee can be frozen. A Doctor's letter or its equivalent is required as proof of injury. This arrangement cannot be back dated and will be implemented from the date of notification. In such circumstances your place will be removed from the course and placed onto a waiting list, to re-join at a later date when ready to re-commence. Liberty Leisure Limited cannot hold onto a space within the member's class nor guarantee a place for them when they are ready to re-join.
- Member loyalty – You will no longer receive any loyalty rate / discounted fee / membership type that may be applicable if you cancel your membership and then re-join.

### 23. **Liberty Leisure Limited - Right to Cancel Your Membership:**

We reserve the right to cancel your membership immediately and / or withdraw access to facilities if:

- You commit a serious or repeated breach of your Terms and Conditions of your Membership; or
- In our reasonable opinion, your behaviour is likely to endanger yourself, other customers, Members or staff, or adversely affect the Company, its facilities or our reputation; or
- Any amount you owe us, for any activity or service, remains unpaid 30 days after the due date; or
- You provide us with details you know to be false when applying for membership and those details reasonably affected our decisions to grant you membership; or
- In our reasonable opinion access should not be granted. Our decision will be final in such a situation; or
- You are in arrears of your Direct Debit payment at any stage

If we cancel your membership, you will be liable for all payments due up to the date of cancellation.

### 24. **Lleisure Withdrawal of Services**

Where swimming lessons are cancelled for Lleisure Swim School Memberships and Lleisure Gym & Swim School Memberships due to planned maintenance, Bank Holidays, unforeseen closures, or instructor unavailability, refunds will not be provided but you will be offered either a free family swim session or a weekly equivalent reduction to your normal monthly Direct Debit fee (applied at the earliest opportunity – normally the following month).

25. In the event of a conflict between these terms and conditions and the Terms and Conditions for Lleisure Pass Holders, the Terms and Conditions for Lleisure Pass Holders shall prevail.

### 26. **Data Protection**

Any personal information obtained from you is for the purpose of administering your Lleisure membership, seeking feedback or providing information on products or services you have requested from us. The collection and retention of any such information shall be in accordance with any relevant data protection legislation from time to time and in accordance with Liberty Leisure Limited's data protection policy. For further information about how we use and share data please visit <https://www.lleisure.co.uk/privacy-notice/>

These Terms and Conditions are subject to review at any time and at the absolute discretion of Liberty Leisure Limited. Last updated September 2023.