



## Jubilee Park Fitness Membership Terms and Conditions

[Jubilee Park Woodhall Spa Ltd, Jubilee Park, Stixwould road, Woodhall Spa, LN10 6QH] known as "us"

### PRINCIPLE TERMS

1. This agreement is an agreement between you and us.
2. This agreement commences once you have indicated your acceptance in the in-club or on-line sign up process. If you did not sign up on the club's premises you have 14 full days after signup to cancel this agreement for any reason. To exercise this right you must inform us of this by post, email or telephone using the details above. If you exercise this right to cancel we will reimburse you all joining and membership fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service before requesting to cancel then we will reduce your membership fee refund by a pro rata amount equal to the number of days from signup to the date cancellation was requested.
3. Your membership starts immediately unless you choose at the time of sign-up, a start date in the future (not available on all membership options).
4. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen, subject to your timely payment of the fees and charges set out below and the successful processing of your direct debit instruction.
5. Clubright Pay provides direct debit payment services to you and administers our agreement with you, in consideration for which you agree to pay all the fees and charges associated with your Membership and set out below to Clubright Pay

### FEES AND CHARGES

6. The Joining Fee / 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, as set out in the Principle Terms above.
6. Your obligations to us include payment of the monthly Direct Debit payment amount. You are obligated to make the minimum number of Direct Debit Payments as indicated by the contract length you are presented and accept with during the sign-up process. For example, a "12-month contract" will require 12 x monthly Direct Debit payments. You are obligated to make every Direct Debit Payment regardless of non-attendance, except where the Agreement is cancelled in accordance with the cancellation terms below or under your statutory cancellation rights, as set out in the Principle Terms above.
7. If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid, we reserve the right to use any of your payment card details held on our secure system, to attempt to collect the monthly membership fee that should have been collected by Direct Debit, unless we have agreed with you in-writing a prior cancellation of this agreement.
8. You agree to advise us promptly of any change to the Members Details you provided.
9. If you fail to pay any amount due under this agreement for a period of more than thirty days, then we may pass the debt to a third-party company for collection and recovery services. In addition to any costs and charges accruing under the terms of this agreement, the reasonable and direct costs incurred in employing the third party company will be borne by you, including costs in tracing you if you have changed your address without telling us.

### AUTOMATIC RENEWAL AND STANDARD CANCELLATION OF THIS AGREEMENT

10. Once you have completed the Minimum No. of Direct Debit Payments we will automatically continue collecting the Direct Debit Payment Amount every month. Your membership will be extended by one month for each payment ("Renewal Period"). This renewal Direct Debit payment amount may only be amended if we advise you in writing giving not less than 30 days notice. Please note if your membership included the benefit of a free period then we will stop making collections during that free period and recommence making collections on the renewal date.

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11. You may prevent the Automatic Renewal at any time by giving notice to us by writing to us or emailing [fitness@jpws.co.uk](mailto:fitness@jpws.co.uk). We require 30 days notice of cancellation (you should give us not less than 30 days notice). If you advise us with less than 30 days notice, one more further monthly payment will be taken by us before your cancellation becomes effective. Please note that we must confirm receipt of letter/email for prevention of automatic renewal to take place.

12. Once you have completed the Minimum Number of Direct Debit payments you can cancel your Automatic Renewal payments by contacting us by writing to us or emailing [fitness@jpws.co.uk](mailto:fitness@jpws.co.uk). We require 30 days notice of cancellation (you should give us not less than 30 days notice). If you advise us with less than 30 days notice, one more further monthly payment will be taken by us before your cancellation becomes effective. Please note that we must confirm receipt of letter/email for prevention of automatic renewal to take place.

#### **EARLY CANCELLATION OF THIS AGREEMENT**

13. Relocation: This agreement can be cancelled in the event that your new permanent address is more than 15 miles away from the facility upon receipt of a copy utility bill or bank statement showing the new address.

14. Long term (over 3 month) illness or injury: This agreement may be cancelled in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided.

15. Redundancy: This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood.

16. Pregnancy: This agreement can be cancelled if you become pregnant upon the appropriate written proof being given. Please note – ANY Cancellation for the above reasons will not be effected until the appropriate proof is provided and received by us.

17. Breach: This agreement can be cancelled if we are in breach of contract including if we do not provide facilities or services you may reasonably expect and we have fallen well below that standard.

#### **FREEZING**

18.1. Individual membership can be frozen once a year from 2 to 6 months free of charge. A freeze request can be submitted via email [fitness@jpws.co.uk](mailto:fitness@jpws.co.uk) or in writing.

18.2. Couples membership can only be frozen on a joint basis, i.e. both memberships will be subject to the freeze. Membership can be frozen once a year from 2 to 6 months free of charge.

18.3. Freezing membership does not constitute part of the annual contract and the period the membership is frozen will not be part of the 12 month membership contract.

18.4. If, for any reason, a direct debit payment fails to credit our account, membership will be suspended until payment resumes or another payment method is used.

18.5. Membership is only frozen when you receive confirmation from us that it has been frozen

18.6. You can unfreeze membership earlier than expected by contacting us on [fitness@jpws.co.uk](mailto:fitness@jpws.co.uk) however you are not able to freeze membership longer than 6 months.

#### **GENERAL TERMS**

19. You agree to comply with the Rules of Membership which are at the end of this document and relate to opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules at any time provided we give you reasonable advance notice of the change.

20. If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.

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21. We will do our best to resolve any disputes over this agreement. If you wish to take court proceedings against us you must do so within the United Kingdom. Relevant UK law will apply.

22. If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply

23. We may terminate this agreement with immediate effect on notice to you if you are in breach of the Clubs Rules (i.e. Stealing or other criminal activities within the facility). In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.

### **RULES OF MEMBERSHIP**

1. These terms and conditions cover Fitness Suite membership of Jubilee Park Woodhall Spa Ltd (JPWS).
2. By being a member of JPWS Fitness Suite, you will accept and agree to be bound by these terms and conditions. JPWS reserves the right to alter the rules, fees and membership prices and available facilities at any time and for any reason. Any changes will be published on the JPWS website and at the centre.
3. Terms & Conditions of Membership are for age 16 and over. A parent or guardian's consent will be required if an applicant is between 16-18 years of age.
4. Entry to the Fitness Suite will be facilitated by means of an app. If a member is unable to support app use, a membership card can be purchased on joining. Members are required to use the app to book prior to each visit and produce their membership card upon each visit. JPWS retains the right to prevent access to anyone not able to present a valid membership. Membership cards shall remain the property of JPWS at all times and must be returned to reception upon termination of membership. Members not using the app will need to call reception to be booked on.
5. Loss of membership cards must be reported immediately. A replacement card will be issued as quickly as possible on payment of a £5 fee.
6. JPWS reserves the right to refuse applications and renewal of membership and terminate any membership. In the case of membership being terminated, it shall be at the sole discretion of JPWS as to whether any of the membership fees are refundable.
7. The Fitness Suite is for the use of JPWS Fitness members, therefore guests will only be allowed at the discretion of JPWS and subject to the facilities capacity at the time.
8. Membership payment made by direct debit will be provided by Clubright Pay, on behalf of JPWS, you will be required to agree to their terms and conditions for payment collections.
9. **Memberships**
  - 9.1. Access to the Fitness Suite will commence on the joining date and the first pro-rata payment (including joining fee), membership will commence on the payment of the first full monthly direct debit or single annual payment.
  - 9.2. Membership includes use of Jubilee Park swimming pool, general swimming sessions, during the open season and access to Aquacise classes, subject to availability. During busy periods members will have priority entry to the pool but should the pool be at capacity members will need to wait until admitted by a staff member.
  - 9.3. Annual memberships; individual or couple (paid either annually or monthly); subject to clause 10; run for a 12 month period (from the date of the first direct debit or single premium) and must be paid for a 12 month period; there should not be a break in payment.
  - 9.4. Monthly memberships; individual or couple run for a full calendar month and must be paid for the full month.

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- 9.5. Couples membership, join with a family member, friend or colleague and paid by one direct debit. Couples membership acts as a single membership with two named individuals.
- 9.6. Membership is personal to you and you cannot transfer it to another person and it is not refundable.

## **10. Availability & Liability**

- 10.1. The time at which any or all of the facilities shall be available is at the entire discretion of JPWS management. Any or all of the facilities may be closed for essential maintenance work, special functions or for any reasons which management may deem necessary. JPWS will at times endeavour to give reasonable notice of the above.
- 10.2. JPWS accepts no liability for any illness or injury resulting from or caused by members' use of the facilities, however it may have been caused. JPWS accepts no liability for any illness or injury from over exertion, aggravation of or precipitation of any medical condition caused by use of JPWS's facilities. All persons use the facilities on the express understanding that it shall be at their own risk and members are strongly advised to seek medical advice before they begin any exercise at JPWS.
- 10.3. Members should not use the facilities whilst under the influence of alcohol or tranquillisers. Those with diabetes, heart disease, high/low blood pressure or any other medical condition which might be affected by using the facilities or programmes should seek guidance from their G.P. as to the advisability of them using the facilities.
- 10.4. For health and safety reasons, monthly membership use of JPWS Fitness Suite facilities is only permitted after completion of an initial induction session or by signing a disclaimer form.
- 10.5. For reasons of health and safety, members must adhere strictly to the following:
  - 10.5.1. All free weights are to be returned to their racks after use.
  - 10.5.2. All other equipment is to be returned tidily to the appropriate stowage in the Fitness Suite and studio.
  - 10.5.3. Cups and mugs are not allowed in the Fitness Suite.
  - 10.5.4. Members should use the antibacterial wipes provided to wipe machinery/weights/matts after use.
  - 10.5.5. Suitable Fitness Suite clothing must be worn at all times.
  - 10.5.6. Suitable footwear should be worn at all times.
  - 10.5.7. Offensive language or behaviour will not be tolerated.
  - 10.5.8. Clashing weights, excessive noises and mistreatment of equipment will not be tolerated.
- 10.6. No responsibility will be accepted by JPWS for the loss or damage to property or valuables belonging to any member, even those which may be left in the lockers provided.
- 10.7. JPWS management reserve the right to exclude any member they deem not to be adhering to any of the above or who by their actions poses a health and safety risk to others.
- 10.8. Members must at all times comply with any direction which the staff may give to aid the safe and smooth operation of the fitness facilities and the convenience of all members generally.

## **11. GDPR**

- 11.1. JPWS fully endorse and adhere to the principles of data protection, as set out in the Data Protection Act 2018. All information will be treated as confidential and will be held securely for analysis and retrieval purposes in recognition of its confidential nature. We do not sell Information about our members to others. It may be accessed by our authorised Fitness Suite staff as well as third party service providers performing work on our behalf, but they may not use it for other purposes. Unless we are legally required to do so, it will not be

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disclosed by any third parties without your consent. We may write to you to keep you updated on future events and promotions.

12. JPWS aims to provide the highest standards of service to all who use our services. We accept that, from time to time, things go wrong and complaints need to be made. A copy of our complaints policy can be requested from [manager@jpws.co.uk](mailto:manager@jpws.co.uk).