

YMCA GYM – Part of YMCA North Tyneside

Terms and Conditions of your Membership Agreement

Version 1.0: Issued 15th December 2014

1. Introduction

- 1.1 Your agreement is with us, YMCA North Tyneside.
- 1.2 These terms and conditions form part of your agreement with us. Your agreement with us is made up of your filled-in and signed membership agreement form, these terms and conditions and the terms of fitness centre use (as described below at sections 1.4 and 1.5).
- 1.3 These documents together form a legal agreement between us, so please make sure that you read them carefully and understand them. If you have any questions, please ask a member of our team.
- 1.4 You, and all visitors to our fitness centre, must adhere to all rules and regulations stated (the terms of fitness centre use).
- 1.5 The terms of fitness centre use are displayed at the fitness centre and apply to all other venues at which we work.
- 1.6 In these terms and conditions, monthly means every calendar month. A full calendar month starts on the first day of the month and ends at the end of the last day. When we refer to month in these terms and conditions, we mean a full calendar month.

2. Starting your agreement

- 2.1 Your agreement starts from the start date set out on your membership agreement form. When you start, you will need to make the payments set out on the membership agreement. You cannot use the fitness centre until you have signed your membership agreement form, made the payments set out on the form, and set up your direct debit (if you are paying by direct debit).
- 2.2 We will work out any proportional monthly fees that may apply and set out any initial fees you have to pay, and the payment method, on your membership agreement form.

3. Type of membership

- 3.1 We offer various different types of membership to people aged 12 or over.
- 3.2 The facilities available to you, the amount you pay and the times when you can use the fitness centre will depend on your membership. The membership you have chosen will be shown on your membership agreement form. You can upgrade your membership at any time and your new monthly fees will be set out in your membership agreement form.
- 3.3 The types of membership we offer are as follows
 - 3.3.1 Adult - this entitles you to use the standard facilities at any of our fitness centre during opening hours. This membership can be individual (see section 3.4.1), joint (see section 3.4.2), family (see section 3.4.3), or corporate (see section 3.4.4).
 - 3.3.2 Young Person (aged 12 - 17 years) - this entitles you to use the standard facilities at the fitness centre during opening hours. This membership is only available as an individual membership (see section 3.4.1)
 - 3.3.3 Off-peak - this entitles you to use only the standard facilities at your fitness centre during off-peak opening hours. This membership is only available as an individual membership (see section 3.4.1). Off-peak hours may be varied from time to time; though if a change happens you will be informed in writing, at least one month in advance.

3.3.4 Concession - this entitles you to use only the standard facilities at your fitness centre. This membership is only available as an individual membership (see section 3.4.1). Concessionary entitlement can vary, please ask a member of our fitness centre team for current entitlements

3.4 Each of the above memberships will fall into one of the following categories.

3.4.1 An individual membership - the agreement is with you only.

3.4.2 A joint membership - you and another person join together (both aged 18 or over).

3.4.3 A family membership

(a) up to two adults (both aged 18 or over) and up to two children (aged 12 to 17 years) join together.

This membership gives adults the use of the standard facilities during the opening hours, and children the use of restricted facilities during children's opening hours. Please ask for details of current opening hours.

(b) one adult (aged 18 or over) and up to two children (aged 12 to 17 years) join together. This membership gives adult the use of the standard facilities during the opening hours, and children the use of restricted facilities during children's opening hours. Please ask for details of current opening hours.

3.4.4 A corporate membership - if the business you work with or for has an agreement with us for corporate memberships.

4. Further benefits and upgrades

4.2 We may offer additional benefits that you can add to your membership at an extra cost. If you choose an additional benefit, we will add any charges for it to your monthly membership fee and you must pay them under your payment option.

5. Your membership fees

5.1 The cost of your membership will depend on the type of membership and the membership commitment period you have chosen. It will also be affected by whether you pay an YMCA North Tyneside annual subscription fee.

5.2 We will set out all amounts that you need to pay for your membership on your membership agreement form.

5.3 If you are not sure about the fees you are paying please speak to our fitness centre team.

5.4 During your membership, you must pay your membership fees whether you use our facilities and services or not (unless you have frozen your agreement in line with section 10).

5.5 When your membership ends for any reason and we have taken the final payment from you, you are responsible for cancelling your direct debit. If you do this before your membership has ended, we may not be able to collect any remaining payments you owe and we will contact you about this in line with your membership agreement form.

6. Payment options

6.1 For each of the payment options set out below, all the monthly fees could change as per section 14.

6.2 The monthly membership fee you pay will depend on the membership you choose, the payment option you choose and the minimum number of full calendar months you commit to.

6.3 The types of payment options we offer are as follows.

6.3.1 Standard monthly

(a) With this payment option, you commit to being a member, and paying the monthly membership fee, for at least three full calendar months.

(b) After those three full calendar months, your membership continues on a monthly basis, but you can cancel it in line with section 11.

6.3.2 Discounted monthly

(a) With this payment option, you commit to being a member, and paying the monthly membership fee, for the duration of the discounted period that you have committed to in your membership agreement

form. At the end of the agreed discounted period, your membership will automatically continue on a monthly basis on the standard monthly payment options (see section 6.3.1)

(b) Under this payment option, you will not be able to change to a lower level of membership during the agreed discounted period. You will not be able to cancel your membership during this period except for the reasons set out in section 11.

6.3.3 Discounted prepaid monthly

(a) With this payment option, you commit to being a member for 12 full calendar months and to pay all your monthly membership fees upfront when you join or renew. In return you will get a discount on your monthly membership fees upfront. We will contact you near the end of the 12 calendar months to let you know that your commitment period is coming to an end.

(b) If you want to commit for a further 12 months, you must renew your 12-month commitment period before the 15th day of the month your existing commitment period ends. If you do not renew or change to one of our other payment options, we will assume that you want to cancel your membership and your membership will end at the end of the 12-month commitment period.

(c) If you commit for a further 12 months in exchange for a discount, the monthly membership fee for the next 12 months may have changed. We will tell you this before you commit again.

(d) Under this payment option, during your 12-month commitment period you will not be able to change to a lower level of membership. You will not be able to cancel your membership during this period except for the reasons set out in section 11 and we will not refund any payments you have made.

6.3.4 Pay-As-You-Go

(a) Under this payment option you pay on either a daily or monthly (30 days) basis. There is no commitment period, though the rate you pay will be affected by whether you have paid an annual subscription fee. There is no need to cancel a Pay-As-You-Go monthly as we will not attempt to take any payments once your 30 day membership has expired.

6.4 If you choose a particular payment option and decide to upgrade your membership, you must pay any extra fees which apply (set out in your membership agreement).

7. Payment methods

7.1 Unless you have chosen our discounted prepaid payment option or Pay-As-You-Go, you must pay your monthly membership fee in advance every month by direct debit.

7.2 You must sign a direct debit form when your membership starts and we will take your payment on the first working day of the month.

7.3 We may accept other payment methods to start, restart, transfer or upgrade your membership, or allow you to make a payment for our discounted prepaid payment option.

7.4 If you have a joint membership, you must pay the two monthly membership fees by one direct debit.

7.5 If you have a family membership, you must pay all the monthly membership fees from one direct debit.

7.6 When you tell us about a change to your bank account details, we may ask you to sign a new direct debit form.

7.7 Pay-As-You-Go members pay per session or for the period of 30 days (known as "Pay-As-You-Go Monthly"), in advance by cash, credit or debit card. Entry to the fitness centre will not be allowed while you owe us payments, administration fees or annual subscription fees.

8. Failing to pay

8.1 This section is about what will happen if you do not pay your monthly membership fee or any other fees you have agreed to pay because: The account details you gave us for the direct debit are wrong (see section 8.2), there is not enough money available in your bank account (see section 8.3), or you have cancelled your direct debit without giving us notice by the 15th day of any month (see section 8.4).

8.2 If the account details you gave us for the direct debit were wrong; we will ask you to pay by cash, debit card or credit card and to give us your correct bank details. We may charge an administration fee of £12.50 to cover the additional administrative costs associated with the missed payment.

8.3 If there is not enough money available in your account; we will ask you to pay by cash, debit card or credit card. We will charge an administration fee of £12.50 to cover the additional administrative costs associated with the missed payment. If, after the second month we have contacted you, you still owe us the payment, we will cancel your membership from the end of that month or the end of your commitment period.

8.4 If you have cancelled your direct debit without giving us notice; we will ask you to pay by cash, debit card or credit card. We will charge an administration fee of £12.50 to cover the additional administrative costs associated with the missed payment. If you are not within any commitment period you agreed to, we will cancel your membership from the end of that month.

9. Right to entry following failure to pay

9.1 While you owe us payments and administration fees you will not be allowed to enter the fitness centre. Once your payments are up to date you will be allowed to use the fitness centre. You will still have to pay all monthly membership fees and annual subscription fees for the commitment period you signed up to.

10. Freezing your membership

10.1 You may freeze (suspend) your direct debit membership for between one calendar month and 6 calendar months for the following reasons only: pregnancy, serious illness, serious injury or redundancy (exclude Pay-As-You-Go).

10.2 Freezing your membership is not the same as cancelling your membership. To cancel your membership you must follow the procedure described in section 11.

10.3 If you want to freeze your membership you must inform us in writing. We must receive this notice by the 15th day of the month. We will decide whether or not to freeze your membership.

10.4 If we agree to freeze your membership we will do so from the first day of the following month. We cannot freeze it from an earlier date and will not refund monthly fees paid before the membership was frozen.

10.5 When you ask us to freeze your membership you will need to tell us when you plan to return to your fitness centre, although your membership can start again before this date if you let us know. We will automatically start your membership again, and start taking any direct debits, on the date you tell us you want your membership to start again.

10.6 We will not charge you membership fees while your membership is frozen. If you have chosen our discounted monthly or discounted prepaid payment option, we will extend your membership period by the number of full calendar months your membership has been frozen for. If we increase our prices during the period when your membership is frozen you will have to pay any new prices that apply to your membership type when your membership starts again.

10.7 You will not be allowed to use our fitness centres while your membership is frozen. However, if you have a child who has not frozen their membership (see section 20), you will be able to accompany him or her to the fitness centre so they can use the facilities in supervised sessions.

10.8 If you have joint or family membership, freezing the membership may result in changes to your payment arrangements (including losing some or all of any discount you may have) for any joint and family members under your membership. We will tell you about any changes when you ask to freeze your membership.

11. Your right to cancel your membership

11.1 Cancelling your membership during the cooling-off period (excluding Pay-As-You-Go).

11.1.1 After you have joined your fitness centre, you may cancel your membership for any reason within 14 days of joining. This is called the cooling-off period. If you choose to cancel within these 14 days, we will give you a full refund of any fees you have paid.

11.1.2 If you want to cancel your membership within the cooling-off period, you need to write to us.

11.2 Cancelling your membership after the cooling-off period

11.2.1 To cancel your membership you must send us notice in writing. If we receive your notice by the first day of the month, your membership will end on the last day of the same month. If we receive your notice after the first day of the month, your membership will end on the last day of the following month (this means we will take one more direct debit payment before cancelling your membership). For example, if we receive your notice on 10 March, it will take effect from 30 April. If you are within your commitment period we will cancel the membership from the 1st day of the month after the commitment period has finished, as long as it is at least one full calendar month in advance. If you are not sure what your commitment period is, please contact us.

11.2.2 If you cancel your membership in writing we will send you an acknowledgement letter to confirm the date that your membership will end. If you do not receive this acknowledgement, you must assume that we have not received your cancellation notice.

11.3 After the cooling-off period you may cancel your membership within your membership commitment period for the following reasons only: (a) Pregnancy, (b) Serious illness, (c) Serious injury, (d) Redundancy, (e) If we change the location, (f) If we close the whole of the fitness centre for refurbishment for more than one month at a time, (g) If we significantly reduce the opening hours or facilities of the fitness centre, unless this is temporary and we need to for health and safety reasons, for maintenance, or for improvements that will benefit most members. (In this case we will offer to freeze your membership).

11.4 If you are not happy with any change in the monthly membership fee that applies to you, you must tell us that you are cancelling your membership because of the increased fee. You will still have to pay any increased fee until your membership ends. However, we will refund you any difference between the old monthly membership fee and the increased monthly membership fee at the end of your membership commitment period.

11.5 As well as the above, you are entitled to cancel your specific membership in the following ways.

11.5.1 Standard monthly - If you have chosen, or changed to, our standard monthly payment option, you can cancel your membership by giving us one full calendar month's notice in writing, but we will not cancel your membership before your membership commitment period (as shown on your membership agreement form) has ended.

11.5.2 Discounted monthly - If you have chosen, or changed to, our discounted monthly payment option, you must give us one full calendar month's written notice to cancel your membership at the end of your commitment period. We must receive this notice at any time before the first day of the last full calendar month of your commitment period. However, you can cancel your membership straight away if you pay for the remaining full calendar months of your commitment period.

11.5.3 Discounted prepaid monthly - If you have chosen, or changed to, our discounted prepaid payment option, we will cancel your membership unless you renew your membership commitment period. If you decide to renew your membership commitment period and you currently pay your discounted prepaid membership by direct debit, your membership will continue for a further 12 full calendar months and we will give you at least 10 working days' notice that your monthly payments are due for the next 12 months.

11.5.4 A joint membership - If you have chosen or changed to a joint membership, we will automatically cancel your joint membership if the other joint member gives the correct notice to cancel. We will change your membership to an individual membership. We will tell you the new monthly membership fees

and when you will start paying them. You will not have to complete another three calendar-month commitment period. If you both want to cancel, follow the process in 11.5.1 to 11.5.3.

11.5.5 A corporate membership - If you have a corporate membership and are no longer eligible for it (for example, because the agreement we have with the business you are associated with or employed by ends, or you are no longer associated with or employed by that business), you may change your membership to our standard membership and you will no longer be entitled to receive the discounted corporate fees. We will tell you when your eligibility ends. You may need to keep your membership and payment option for the rest of the membership commitment period you signed up for. Unless our agreement with the business you work for or with says otherwise, the standard cancellation notice and membership commitment periods set out in these terms and conditions apply.

11.5.6 A family membership - If one family member cancels or changes the membership, or you no longer qualify for this membership, the remaining family members will automatically move to the appropriate type of membership. This may also affect the membership fee for any linked children. If this happens, we will give you written notice. If all members of the family want to cancel, follow the process in 11.5.1 to 11.5.3

11.6 Your right to cancel any extra benefits

11.6.1 If you want to cancel any additional benefits you have chosen, you must give us one full calendar month's notice, received by the 15th day of the month.

12. Refunds

12.1 We will issue any refunds due to you by bank transfer or by cheque to the address you have given us on your membership agreement form (excludes Pay-As-You-Go).

13. Our right to cancel or freeze your membership

13.1 We may cancel your membership by giving you one month's notice in writing. In these circumstances, we will refund that month's fee that you have paid, and any fees you have paid for future months.

13.2 We may freeze your membership (we will not charge you monthly membership fees while your membership is frozen) or cancel your membership without giving you notice, if:

13.2.1 You seriously or repeatedly break the conditions of your membership;

13.2.2 You allow another person to use your membership card, electronic access device or code to gain access to our fitness centre (unless you have told us that your membership card has been lost or stolen);
or

13.2.3 You or your guests use offensive or abusive language, or use violent, offensive or antisocial behaviour, or if your behaviour puts our other members, guests or employees at risk.

13.3 If we cancel your membership under section 13.2:

13.3.1 We will not allow you to join our fitness centre in the future and you will not be allowed to enter our fitness centre.

13.4 If we permanently close the fitness centre we will, where possible, give you at least one full calendar month's notice in writing. We will send this to the address you have given us. We will also put a notice on the fitness centre's information board. We will refund any monthly membership fees you have already paid for the remaining commitment period.

13.5 If we receive official notice (for example, from the bank) that you have died, we will immediately cancel your membership and refund any fees you have paid for the remaining membership commitment period.

14. Our right to change your membership, these terms and conditions or the terms of fitness centre use

14.1 We may, at any time, choose to withdraw a type of membership or a payment option for new members or members who want to change, restart or renew their membership or payment option.

14.2 From time to time we may change our monthly membership fees by any amount we think is reasonable. We will try to only change the fee once a calendar year. However, we cannot guarantee this. We will tell you about any change that will apply to you, and will give you at least one full calendar month's notice before the change comes into effect, in line with the Direct Debit Guarantee. Please see your payment options for details of how fee changes will affect you.

14.3 We may make reasonable changes to these terms and conditions if the changes are for the benefit of the majority of our members at the fitness centre.

14.4 When we make changes that may affect you, we will give you notice of the changes we plan to make. If you are not happy with the changes, you can cancel as explained in section 11 of these terms and conditions. These terms and conditions replace any previous versions.

15. Restarting your membership after cancellation

15.1 You may start your membership again at any time. You will need to sign a new membership agreement form and set up a new direct debit with us.

15.2 You may not be able to restart your membership until you have paid any amounts you owe us (if any), and we may refuse to let you restart your membership again.

16. Events beyond our reasonable control

16.1 If we cannot provide all the services and facilities at the fitness centre for 30 days or more in a row, or services and facilities are significantly reduced for 30 days or more in a row, for reasons or events beyond our reasonable control, you or we can cancel your agreement immediately after giving notice in writing. By law, we do not have to pay you compensation in these circumstances.

16.2 'Reasons or events beyond our reasonable control' could include, for example, natural disasters, a government's actions, war, national or regional emergency, acts of terrorism, protests, riot, fire, explosion, flood, an epidemic, strikes or other labour disputes (whether or not they relate to our workforce), delays affecting suppliers or not being able to get suitable materials on time or at all.

17. Transferring your agreement

We may need to transfer (assign) all or part of your agreement to another company. We can do this as long as your rights under the agreement will not be reduced.

18. Proof

18.1 We may need you to provide satisfactory proof of:

18.1.1 Your eligibility for any type of membership, either before your membership starts or at any time during your membership;

18.1.2 Your entitlement to cancel or freeze your membership;

18.1.3 Any email you sent to confirm cancellation, or the date you posted your cancellation notice.

18.2 If you cannot provide satisfactory proof, for example you cannot show the date of postage, we will not be able to cancel your membership and your membership may continue.

19. Your contact details

19.1 We will send all letters and information to the address and other contact details you have given us on your membership agreement form. You must keep us up to date with any changes to your address or other contact details.

20. Children

20.4 The times that children are allowed in the fitness centre, or to use the facilities, will depend on the child's age. Please ask your fitness centre for more information and details.

21. Guests

21.1 You can invite guests to the fitness centre. Each guest will have to pay a fee to be entitled to enter that fitness centre and use the facilities. Your guests must sign in and may be required to fill in an exercise questionnaire at the start of each visit. Your guests may not be able to use the facilities without written confirmation from their doctor if any concerns about exercise arise from the questionnaire.

21.2 You must make sure that your guests keep to the terms of fitness centre use.

21.3 We may ask a guest for ID before they can enter the fitness centre and we can refuse entry.

21.4 Your guest does not need to be with you to visit the fitness centre (unless we say otherwise).

21.5 We may restrict guests to a maximum of 12 visits per year.

22. Membership cards

22.1 We will give you, and anyone linked to your membership, a membership card.

22.2 You must bring your membership card with you each time you visit. If you forget your membership card, we may ask to see a second form of ID before we allow you to enter your fitness centre. We may delay your access to the fitness centre to give us enough time to record your visit.

22.3 If you have lost your membership card, you will need to buy a replacement membership card.

23. Queries

23.1 If you have any queries about these terms and conditions, payments or specific details to do with the fitness centre, please speak to us.

24. Liability

24.1 When we carry out any health assessments and exercise questionnaires we may identify possible problems with you taking part in exercise and recommend that you get medical advice. We are not responsible if you ignore our recommendations and continue to exercise at the fitness centre.

24.2 You should consult your doctor before you start any exercise programme or class you go to.

24.3 You should consult your doctor before you start any exercise programme or class if you are not sure whether it is suitable.

24.4 We cannot accept liability for loss or damage to you or your guest's property in the fitness centre.

24.5 Our liability to pay you compensation for loss or damage (other than for death or personal injury) is limited to a reasonable amount, taking account of factors such as whether the damage was due to our negligence.

24.6 Despite these terms and conditions, we will be liable for death, personal injury or fraud where we are at fault.

25. Data protection

25.1 We will record any personal information you give us in line with the current data-protection laws.

25.2 We will keep any clinical information you give us confidential and secure and only pass it to, or receive it from, those involved with your programme or treatment. By joining one of our membership options, you are giving us permission to share relevant clinical information that relates to your health goals between members of our staff.

25.3 It is important that we hold the most up-to-date contact details for you. You are responsible for keeping all your personal contact details and choices for how you want to receive marketing materials up to date.

25.4 To receive a copy of our full privacy statement please write to the Data Protection Officer, at our address: YMCA North Tyneside, Church Way, North Shields, NE29 0AB