

FULL TERMS AND CONDITIONS

CONTENTS

All-Inclusive, Daytime and Corporate Direct Debit Membership	page 2
Annual All-Inclusive Daytime and Corporate Membership	page 3
11 to 17 Years Direct Debit Membership	page 4
Annual, Junior & Teen Annual or Other Fixed Term Memberships	page 5
Cross Fit Membership	pages 6-8

MEMBERSHIP FULL TERMS AND CONDITIONS

YOU SHOULD READ ALL OF THE FOLLOWING CAREFULLY. IF YOU DO NOT UNDERSTAND ANY TERM PLEASE ASK FOR CLARIFICATION.

In the following: Salford Community Leisure Ltd is referred to as SCLL.

Details of additional charges, admin fees, opening times and facilities provided mentioned in the following are available upon request or on the SCLL website.

WE STRONGLY RECOMMEND YOU AT LEAST READ THE MAIN TERMS IN THE APPROPRIATE BOXES BELOW BEFORE YOU JOIN

1. ALL-INCLUSIVE MINIMUM TERM MEMBERSHIP

- 1.1 Membership will be established for a minimum term of 12 months from the date you join and all monthly payments that fall due within the minimum term period must be paid. Depending on the payment date you choose 12 or 13 payments may fall due within the period.
- 1.2 When the minimum term period ends your membership does not end it will then continue on a month by month basis.
- 1.3 After 11 months you can cancel your membership at any time by giving 1 month's written notice to SCLL.
- 1.4 Monthly payments will be due every month whether you use the facilities or not and no refunds will be given for non-use.
- 1.5 If you have any monthly payments outstanding SCLL reserve the right to pass these outstanding debts on to a third party company for collection. Any interest and cost incurred by SCLL in employing the third party will be passed on to you, including any costs in tracing you.
 - i) You provide proof you are unable to use the membership for the remainder of the minimum term due to serious illness or injury.
 - ii) You provide proof you have lost your job or moved a significant distance away due to a change of job or home where it is no longer realistic to continue using the membership for the remainder of the term.
 - iii) SCLL significantly reduces the facilities, opening hours or location of facilities on a permanent basis.
 - iv) SCLL permanently increases the price of your monthly fees.
- 1.10 SCLL can make changes to this agreement including the monthly fees and facilities offered by giving at least 2 months notice of the change via prominent notices displayed within the centre.

2. ALL-INCLUSIVE & CORPORATE FLEXIBLE MEMBERSHIPS

- 2.1 Monthly payments will be due each and every month whether you use the facilities or not and no refunds will be given for non-use.
- 2.2 You can apply to cancel your Flexible membership at any time by giving at least 1 month's written notice to SCLL.
- 2.3 If you have any monthly payments outstanding SCLL reserve the right to pass these outstanding debts on to a third party company for collection. Any interest and cost incurred by SCLL in employing the third party will be passed on to you, including any costs in tracing you.
- 2.4 If SCLL do not receive a monthly payment an admin fee will apply.
- 2.5 If you forget your membership card or fob an admin fee will apply.
- 2.6 If you do not attend an activity you have booked a dishonour fee will apply.
- 2.7 Corporate membership offers access to courts during daytime hours only 6am to 4pm Monday to Friday and anytime at the weekends.
- 2.8 SCLL can make changes to this agreement including the monthly fees and facilities offered by giving at least 2 months notice of the change via prominent notices displayed within the centre.

3. DAYTIME FLEXIBLE MEMBERSHIP

- 3.1 Offers access during the hours of 6am to 4pm Monday to Friday and anytime at the weekends.
- 3.2 Monthly payments will be due each and every month whether you use the facilities or not and no refunds will be given for non-use.
- 3.3 You can apply to cancel your Daytime membership at any time by giving at least 1 month's written notice to SCLL.
- 3.4 If you have any monthly payments outstanding SCLL reserve the right to pass these outstanding debts on to a third party company for collection. Any interest and cost incurred by SCLL in employing the third party will be passed on to you, including any costs in tracing you.
- 3.5 If SCLL do not receive a monthly payment an admin fee will apply.
- 3.6 If you forget your membership card or fob an admin fee will apply.
- 3.7 If you do not attend an activity you have booked a dishonour fee will apply.
- 3.8 SCLL can make changes to this agreement including the monthly fees and facilities offered by giving at least 2 months notice of the change via prominent notices displayed within the centre.

THE FOLLOWING TERMS ALSO APPLY TO ALL MEMBERSHIPS

4. ELIGIBILITY AND AVAILABILITY

- 4.1 Open to 18 to 69 year olds.
- 4.2 Offers access to the gym, pool, sauna & steam, fitness classes and courts at any SCLL run Leisure Centre in Salford but not all activities are offered at every Centre.
- 4.3 Membership starts on the day that you join and is non-transferable.
- 4.4 All facilities offered are all subject to availability, safe user limits, booking restrictions and opening times. Membership gives no guarantee of access.
- 4.5 SCLL reserves the right to temporarily change opening hours and activities available for operational needs or unforeseen circumstances.
- 4.6 You agree to make a monthly payment once every calendar month.
- 4.7 Monthly payments must be paid by Direct Debit.
- 4.8 Entry will be refused if you have any outstanding monthly payments.
- 4.9 Your photograph will be taken for identification purposes.
- 4.10 There is a charge for a replacement membership card or fob.
- 4.11 If you have outstanding dishonour fees you will not be able to book activities.
- 4.12 SCLL can prevent anyone from entering facilities if their appearance, conduct or health is inappropriate, unsuitable or puts themselves or others at risk.
- 4.13 You must not take part in any activity for which you may not be fit. You are responsible for monitoring your own condition during an activity.
- 4.14 Before using the gym you must complete a Health Commitment Statement and you will be asked to complete further ones on a regular basis.
- 4.15 Membership and access will be refused if it is considered that your health may be adversely affected.

5. FREEZING A MEMBERSHIP

- 5.1 You can apply to freeze your membership if you provide proof you have suffered either a serious illness or injury, or unforeseen circumstances, that prevent(s) you from using your membership. An admin fee may apply.
- 5.2 All applications to Freeze must be in writing to SCLL stating the reason why and including any relevant proof.
- 5.3 It is at the discretion of SCLL to accept any request to freeze.
- 5.4 The minimum period for a freeze is 1 month up to a maximum of 6 months.
- 5.5 The freeze will be confirmed to you in writing by SCLL and you must not assume your freeze has been processed until you receive this confirmation.
- 5.6 If you have joined on a minimum term membership and a freeze is agreed within the minimum term period the remainder of the minimum term period will apply from the date the freeze ends.

6. CANCELLATION OF A MEMBERSHIP BY SCLL

- 6.1 SCLL can cancel your membership for one or more of the following reasons:
 - i) You commit a serious or repeated breach of this agreement.
 - ii) If in SCLL's reasonable opinion your ongoing behaviour or health is likely to endanger other members, the general public, staff or yourself or is deemed to be unacceptable or if it adversely affects SCLL or the reputation of SCLL.
 - iii) You provide personal information which you know to be false.
 - iv) You have monthly payments outstanding.
 - v) You do not have a valid Direct Debit instruction set up with SCLL.
- 6.2 If SCLL cancel a membership they can do so immediately or by applying a 1 month notice period with all outstanding payments remaining due from you.
- 6.3 SCLL can give you notice that they will cancel your membership at the end of the minimum term period with you still remaining liable for all payments due within the minimum term period.
- 6.4 SCLL reserves the right to retain all or a proportion of the monies paid under this agreement to cover any reasonable costs incurred as a result.
- 6.5 Cancellation will be confirmed to you in writing by SCLL and you must not assume your cancellation has been processed until you receive this confirmation.

7. WHEN YOU ARE CANCELLING

- 7.1 All applications to cancel must be in writing to SCLL stating the reason why and including any relevant proof where required. A 1 month notice period will apply.
- 7.2 The 1 month notice period will begin when SCLL receive your written notice.
- 7.3 You may continue to use your membership as usual during the notice period.
- 7.4 You must pay any monthly payments in full that fall due during the notice period irrespective of the date you joined.
- 7.5 Cancelling your Direct Debit is not notification of cancellation to SCLL.
- 7.6 SCLL will retain all the monthly payments paid from the start date up until the end of the notice period.
- 7.7 Cancellation will be confirmed to you in writing by SCLL and you must not assume your cancellation has been processed until you receive this confirmation.

8. LIABILITY

- 8.1 You will be compensated for any loss or damage you may suffer if SCLL fail to carry out obligations under this agreement or to a reasonable standard or breach any duties imposed on SCLL by law unless that failure is attributable to:
 - i) Your own fault.
 - ii) A third party unconnected with provision of services.
 - iii) Events which neither SCLL nor SCLL suppliers could have foreseen even if all reasonable care had been taken.
- 8.2 Items left in lockers overnight will be removed.
- 8.3 No compensation towards the loss of any items left in the Centre or for locks which have to be cut off to gain access to lockers will be made.

9. CONTACT

- 9.1 Any communication sent out to you will be sent to the latest address that SCLL have on file. You are responsible for making sure your contact details are up to date.
- 9.2 All applications to freeze or cancel must be made to SCLL Collections Department.

ANNUAL MEMBERSHIP FULL TERMS AND CONDITIONS

YOU SHOULD READ ALL OF THE FOLLOWING CAREFULLY. IF YOU DO NOT UNDERSTAND ANY TERM PLEASE ASK FOR CLARIFICATION.

In the following: Salford Community Leisure Ltd is referred to as SCLL.

Details of additional charges, admin fees, opening times and facilities provided mentioned in the following are available upon request or on the SCLL website.

WE STRONGLY RECOMMEND YOU AT LEAST READ THE MAIN TERMS IN THE BOX BELOW BEFORE YOU JOIN

1. ANNUAL MEMBERSHIP

- 1.1** All-inclusive Annual memberships offer access at any time.
- 1.2** Corporate Annual membership offers access at any time except courts which are Daytime only.
- 1.3** Daytime Annual membership offers access during our daytime hours Monday to Friday 6am to 4pm and weekends at any time.
- 1.4** The full amount due must be paid at the time of joining and your membership will start on the day that you join.
- 1.5** The membership will run for 12 months from the start date regardless of whether you use the facilities or not.
- 1.6** Your membership will automatically expire at the end of the 12 months.
- 1.7** If you forget your membership card or fob an admin fee will apply.
- 1.8** If you do not attend an activity you have booked a dishonour fee will apply.
- 1.9** You cannot cancel this membership unless:
 - i) *You provide proof you are unable to use the membership for the remainder of the months due to serious illness or injury.*
 - ii) *You provide proof you have lost your job or moved a significant distance away due to a change of job or home where it is no longer realistic to continue using the membership for the months remaining.*
 - iii) *SCLL significantly reduces the facilities, opening hours or location of facilities on a permanent basis.*
- 1.10** SCLL can make changes to this agreement including the facilities offered by giving at least 2 months notice of the change via prominent notices displayed within the centre.

ALL THE FOLLOWING TERMS ALSO APPLY

2. ELIGIBILITY AND AVAILABILITY

- 2.1** Open to 18 to 69 year olds.
- 2.2** Offers access to the gym, pool, sauna & steam, fitness classes and courts at any SCLL run Leisure Centre in Salford but not all activities are offered at every Centre.
- 2.3** Membership starts on the day that you join and is non-transferable.
- 2.4** All facilities offered are all subject to availability, safe user limits, booking restrictions and opening times. Membership gives no guarantee of access.
- 2.5** SCLL reserves the right to temporarily change opening hours and activities available for operational needs or unforeseen circumstances.
- 2.6** Your photograph will be taken for identification purposes.
- 2.7** There is a charge for a replacement membership card or fob.
- 2.8** If you have outstanding dishonour fees you will not be able to book activities.
- 2.9** SCLL can prevent anyone from entering facilities if their appearance, conduct or health is inappropriate, unsuitable or puts themselves or others at risk.
- 2.10** You must not take part in any activity for which you may not be fit. You are responsible for monitoring your own condition during an activity.
- 2.11** Before using the gym you must complete a Health Commitment Statement and you will be asked to complete further ones on a regular basis.
- 2.12** Membership and access will be refused if it is considered that your health may be adversely affected.

3. FREEZING A MEMBERSHIP

- 3.1** You can apply to freeze your membership if you provide proof you have suffered either a serious illness or injury, or unforeseen circumstances, that prevent(s) you from using your membership. An admin fee may apply.
- 3.2** All applications to Freeze must be in writing to SCLL stating the reason why and including any relevant proof.
- 3.3** It is at the discretion of SCLL to accept any request to freeze.
- 3.4** The minimum period for a freeze is 1 month up to a maximum of 6 months.
- 3.5** The freeze will be confirmed to you in writing by SCLL and you must not assume your freeze has been processed until you receive this confirmation.
- 3.6** If a membership is frozen the membership expiry date will be extended by the number of months the membership has been frozen for.

4. CANCELLATION OF A MEMBERSHIP BY SCLL

- 4.1** SCLL can cancel your membership for one or more of the following reasons:
 - i) *You commit a serious or repeated breach of this agreement.*
 - ii) *If in SCLL's reasonable opinion your ongoing behaviour or health is likely to endanger other members, the general public, staff or yourself or is deemed to be unacceptable or if it adversely affects SCLL or the reputation of SCLL.*
 - iii) *You provide personal information which you know to be false.*
- 4.2** If SCLL cancel a membership they can do so immediately or by applying a 1 month notice period.
- 4.3** SCLL reserves the right to retain all or a proportion of the monies paid under this agreement to cover any reasonable costs incurred as a result.
- 4.4** Cancellation will be confirmed to you in writing by SCLL and you must not assume your cancellation has been processed until you receive this confirmation.

5. WHEN YOU ARE CANCELLING

- 5.1** All applications to cancel for one of the reasons outlined in point 1.9 must be put in writing to SCLL stating the reason why and including the relevant proof. A 1 month notice period will apply.
- 5.2** The 1 month notice period will begin when SCLL receive your written notice.
- 5.3** You may continue to use your membership as usual during the notice period.
- 5.4** SCLL reserves the right to retain all or a proportion of the monies paid under this agreement to cover any reasonable costs incurred as a result.
- 5.5** Cancellation will be confirmed to you in writing by SCLL and you must not assume your cancellation has been processed until you receive this confirmation.

6. LIABILITY

- 6.1** You will be compensated for any loss or damage you may suffer if SCLL fail to carry out obligations under this agreement or to a reasonable standard or breach any duties imposed on SCLL by law unless that failure is attributable to:
 - i) Your own fault.
 - ii) A third party unconnected with provision of services.
 - iii) Events which neither SCLL nor SCLL suppliers could have foreseen even if all reasonable care had been taken.
- 6.2** Items left in lockers overnight will be removed.
- 6.3** No compensation towards the loss of any items left in the Centre or for locks which have to be cut off to gain access to lockers will be made.

7. CONTACT

- 7.1** Any communication sent out to you will be sent to the latest address that SCLL have on file. You are responsible for making sure your contact details are up to date.
- 7.2** All applications to freeze or cancel must be made to SCLL Collections Department.

Summary of the main terms and conditions of this Aspire Junior and Teen Membership agreement

PLEASE READ THESE CAREFULLY BEFORE SIGNING THE FORM TO CONFIRM YOU HAVE BEEN MADE AWARE OF THESE MAIN TERMS

'You' (Your) in the following means the person who has completed and signed the Direct Debit mandate form and agreed to make the payments.
'Member' means the person who is joining the Aspire Junior or Teen Membership.

- 1.7 The on going monthly membership (that runs from month to month) will begin on the day that the initial payment is made. The membership will then continue and fees will be due from you each and every month regardless of whether the member uses the facilities or not.
- 1.12 If SCLL do not receive any monthly Direct Debit payment you will be charged an additional administration fee.
- 1.15 If you are aged 18 years old or above and fail to pay any amount due under this agreement for a period of 30 days, SCLL reserve the right to pass the debt on to a third party company for collection. The interest and cost incurred by SCLL in employing the third party, will be passed on to you, including any costs in tracing you.
- 2.1 You may cancel this membership at any time by giving notice in writing to SCLL Collections Department. The membership will end the day before the next monthly payment is due. However if SCLL has already submitted the request to your bank for the next payment, the membership will end one month from that payment date.
- 5.2 Additional charges will be applied to certain activities.
- 5.3 Additional fees will be applied for any activity bookings made, that the member does not attend or cancels with less than eight hours of the activity taking place.
- 9.1 SCLL can change this agreement at any time by giving at least one month notice of the change via the notice boards within the facilities. For any changes to membership fees you will be notified in writing with a minimum of 10 working days notice. If you do not wish to accept the change, you may cancel the membership in accordance with point 2.1 of this agreement.

Full membership terms and conditions for Aspire Junior and Teen membership

YOU SHOULD READ THE FOLLOWING, IF YOU DO NOT UNDERSTAND ANY TERM, PLEASE ASK RECEPTION FOR CLARIFICATION

Salford Community Leisure Ltd is referred to as SCLL in the following:

'You' (Your) in the following means the person who has completed and signed the Direct Debit mandate form and agreed to make the payments.
'Member' means the person who is joining the Aspire Junior or Teen Membership.

1 MEMBERSHIP AND FEES

- 1.1 The membership is open to those aged 11 to 17 years.
- 1.2 Those aged 11 to 13 years have restricted access to the gym and classes and will pay lower monthly fees than those aged 14 years and above. The monthly fees will increase automatically when the member turns 14 years old. Full details of these restrictions and fees are available from reception.
- 1.3 Those aged 11 to 16 years cannot use the free weights or the sauna & steam rooms.
- 1.4 You must be 16 years old or over to pay by Direct Debit for your membership.
- 1.5 You must be 18 years old or over to make the payments by Direct Debit on behalf of a member.
- 1.6 We reserve the right to request proof of age for both you and the member.
- 1.7 The ongoing monthly membership (that runs from month to month) will begin on the day that the initial payment is made. The membership will then continue and fees will be due from you each and every month, regardless of whether the member uses the facilities or not.
- 1.8 The initial payment has to be made upfront on a pro-rata basis.
- 1.9 By signing this agreement on behalf of a member, you agree to make the monthly ongoing payments out of your bank on behalf of the member and also that the member complies with these terms and conditions. If you are signing this agreement for your own membership and are 16 years old or over you agree to make the monthly ongoing payments out of your bank and to comply with these terms and conditions.
- 1.10 You will be required to show proof of ID upon giving your bank details.
- 1.11 Fees must be paid monthly in advance by Direct Debit out of a valid bank account.
- 1.12 If SCLL do not receive any monthly Direct Debit payment you will be charged an additional administration fee.
- 1.13 SCLL will request the payments from your bank once every calendar month on the date that has been indicated on the agreement form.
- 1.14 If SCLL do not receive a membership payment for any given month the member will be refused entry until payment is received.
- 1.15 If you are aged 18 years old or above and fail to pay any amount due under this agreement for a period of 30 days, SCLL reserve the right to pass the debt on to a third party company for collection. The interest and cost incurred by SCLL in employing the third party, will be passed on to you, including any costs in tracing you.
- 1.16 The membership cannot be transferred to another person.
- 1.17 SCLL will take the member's photograph and retain it on file.
- 1.18 The membership is valid at any of the Leisure Centres managed by SCLL in Salford.
- 1.19 The member will be issued a swipe card, which must be presented at reception each time they wish to take part in an activity otherwise an administration/donation fee will be charged. A fee applies for a replacement card.
- 1.20 The membership will expire on the member's eighteenth birthday and the membership will be cancelled by SCLL at this time.

2 CANCELLATION OF MEMBERSHIP

- 2.1 You may cancel this membership at any time by giving notice in writing to SCLL Collections Department. The membership will end the day before the next monthly payment is due. However if SCLL has already submitted the request to your bank for the next payment, the membership will end one month from that payment date.
- 2.2 Any such request to cancel must be made by you, the person paying the monthly fees.
- 2.3 The member may continue to use the membership until the end date.

3 CANCELLATION OF MEMBERSHIP BY SCLL

- 3.1 SCLL can cancel the membership immediately for one or more of the following reasons:
 - i) A valid Direct Debit Instruction is not in place.
 - ii) You or the member have not signed the terms & conditions of this agreement.
 - iii) There is one month's fees outstanding.
 - iv) You or the member commits a serious or repeated breach of this agreement or the centre rules.
 - v) If in SCLL's reasonable opinion the member's behaviour or yours is likely to endanger other members, the general public, staff or themselves or is deemed to be unacceptable or if it adversely affects SCLL or the reputation of SCLL.
 - vi) You or the member refuse to pay any additional fees that apply to the category of membership.
 - vii) Another person other than the member tries to gain entry using the membership card.
 - viii) You or the member provides information which is known to be false when applying to join or when providing a change to details we have on file.
- 3.2 If your agreement is cancelled for any of the reasons above, SCLL reserve the right to retain a proportion of the money which you have paid under this agreement to cover any reasonable costs incurred as a result.

4 FREEZING OF MEMBERSHIP

- 4.1 You can apply in writing or email to SCLL Collections Department to freeze the membership if the member is unable to use the membership through serious illness, injury or unforeseen circumstances for a period greater than one month up to a maximum of six months.
- 4.2 It is at the discretion of SCLL to accept a request to freeze and proof will be requested.
- 4.3 The freeze is not confirmed until you receive written notice from the SCLL Collections Department.

5 FACILITIES AND CHARGES

- 5.1 Junior and teen members are entitled to use the activities available to their category of membership only.
- 5.2 Additional charges will be applied to certain activities.
- 5.3 Additional fees will be applied for any activity bookings made, that the member does not attend or cancels with less than eight hours of the activity taking place.
- 5.4 Details of the current opening times, activities and additional charges are available from reception.
- 5.5 SCLL reserves the right to temporarily change opening hours or activities available due to unforeseen circumstances out of SCLL's control.

6 CONDUCT

- 6.1 SCLL can prevent anyone from using or entering the facilities if their appearance or conduct is inappropriate, unsuitable or puts themselves or others at risk.
- 6.2 No refund of fees will be made for any period that the member is refused access due to their conduct.

7 LIABILITY

- 7.1 The member will be compensated for any loss or damage they may suffer if SCLL fail to carry out obligations under this agreement or to a reasonable standard or breach any duties imposed on SCLL by law unless that failure is attributable to;
 - i. Their own fault.
 - ii. A third party unconnected with provisions of services.
 - iii. Events which neither SCLL nor SCLL's suppliers could have foreseen, even if all reasonable care had been taken.
- 7.2 Personal property must not be left unattended in the facilities unless it is locked in one of the lockers provided. Items must not be left in lockers overnight.
- 7.3 SCLL can remove the contents left in any locker overnight and retain them at reception.
- 7.4 SCLL will keep clothing for one week and jewellery or valuables for one month. After this time SCLL will dispose of them and will not be liable for them.

8 MEDICAL INFORMATION

- 8.1 Before using any exercise equipment in the gym the member must complete a Health Commitment Statement and undertake a supervised session.
- 8.2 SCLL reserves the right to obtain medical advice before allowing the member to use the facilities.
- 8.3 SCLL reserves the right to ask the member to complete a Health Commitment statement on a regular basis.
- 8.4 If there is a major change to the member's health, you must advise SCLL immediately.
- 8.5 SCLL can refuse access to facilities or membership if it is considered that the member's health may be adversely affected.
- 8.6 No refund of fees will be made for any period that the member is refused access due to medical reasons however it may be possible to freeze the membership in accordance with point 4.
- 8.7 The member must not take part in any activity for which they may not be fit.

9 CHANGING THIS AGREEMENT

- 9.1 SCLL can change this agreement at any time by giving at least one month notice of the change via the notice boards within the facilities. For any changes to membership fees you will be notified in writing with a minimum of 10 working days notice. If you do not wish to accept the change, you may cancel the membership in accordance with point 2.1 of this agreement.
- 9.2 You must notify SCLL in writing if there is a change to the member's or your contact details and/or address.
- 9.3 Any communication regarding the payments for the membership will be sent to you, the payer, at the address or e-mail address that SCLL has on file.

TERMS & CONDITIONS FOR ANNUAL, JUNIOR & TEEN ANNUAL OR OTHER FIXED TERM (e.g. 3 month) MEMBERSHIPS

YOU SHOULD READ THE FOLLOWING, IF YOU DO NOT UNDERSTAND ANY TERM PLEASE ASK RECEPTION FOR CLARIFICATION.

Effective from November 2021. Salford Community Leisure Ltd is referred to as SCLL in the following.

1 MEMBERSHIP AND FEES

- 1.1 The full amount due must be paid at the time of joining and your fixed term membership period starts on the day you join.
- 1.2 The fixed term membership will then continue regardless of whether you use the facilities or not.
- 1.3 Your membership will automatically expiry at the end of the agreed period, which is dependant on the period of months you have paid for.
- 1.4 Your membership cannot be transferred to another person.
- 1.5 Your membership is valid at any SCLL run Leisure Centre across Salford. Activities included will vary from Centre to Centre.
- 1.6 You will be required to show proof of eligibility upon joining or when applying for any change to your category of membership.
- 1.7 All information you give when applying to join or when providing a change to your details must be correct.
- 1.8 SCLL will take your photograph and retain it on file.

2 CANCELLING YOUR MEMBERSHIP

- 2.1 Under normal circumstances you can not cancel this agreement.
- 2.2 However you can cancel this agreement for one of the following exceptional circumstances:
 - i) You are unable to use the membership for the remainder of the fixed term due to illness or injury (*medical proof will be required*).
 - ii) SCLL significantly reduce the facilities or opening hours of the centre you use most on a permanent basis.
 - iii) SCLL change the entire location of the centre you use most on a permanent basis
- 2.2 To apply to cancel your membership for one of the reasons above you must write to or email the SCLL Collections department.
- 2.3 The Cancellation of your membership will be confirmed in writing from SCLL Collections department within 10 days of your application. If you do not receive such notification contact SCLL Collections Department to seek confirmation.
- 2.4 If you cancel the agreement for any of the reasons above, SCLL will retain a proportion of the fees paid to cover the period of months your membership has been running. SCLL will base the proportion retained on the basis of charging you per month at a rate equal to the current minimum 12 month term direct debit monthly membership fee appropriate to your category of membership. You will then be refunded any difference to the full amount you paid if there is such a difference.

3 CANCELLATION OF YOUR MEMBERSHIP BY SCLL

- 3.1 SCLL can cancel your membership immediately if you commit a serious breach or a series of repeated minor breaches of this agreement.
- 3.2 If this agreement is cancelled by SCLL, SCLL will retain a proportion of the fees paid to cover the period of months your membership has been running. SCLL will base the proportion retained on the basis of charging you per month at a rate equal to the current minimum 12 month term direct debit monthly membership fee appropriate to your category of membership.

4 FREEZING OF MEMBERSHIP

- 4.1 You can apply in writing to SCLL Collections Department to freeze your membership if you are unable to use the membership through serious illness, injury or unforeseen circumstances preventing you from using your membership for a period greater than 1 month up to a maximum period of 6 months, proof may be required.
- 4.2 Any agreed frozen period will be added on to the end of your membership and the expiry date will be altered to suit. No refund of fees paid will be offered for any period frozen.
- 4.3 Do not assume the freeze is confirmed until you receive written notice from SCLL Collections Department.
- 4.4 SCLL will charge a monthly administration fee for freezing apart from in cases of illness or injury.

5 FACILITIES AND CHARGES

- 5.1 Additional charges will be applied to certain activities.
- 5.2 You will incur additional fees for any activity bookings made that you do not attend.
- 5.3 Details of the current opening times, activities and additional charges are available from reception or online at salfordcommunityleisure.co.uk.
- 5.4 SCLL reserves the right to temporarily change opening hours or activities available due to unforeseen circumstances out of SCLL's control, essential maintenance or refurbishment.
- 5.5 All activities are subject to availability and restrictions applied to ensure safe user limits plus booking in advance may be required.

6 CONDUCT

- 6.1 SCLL can prevent anyone from entering facilities If in SCLL's reasonable opinion their behaviour, appearance or conduct is inappropriate, unsuitable, unacceptable or puts themselves or others at risk or if it adversely affects SCLL or the reputation of SCLL.
- 6.2 No refund of fees will be made for any period that the member is refused access due to the above.

7 LIABILITY

- 7.1 You will be compensated for any loss or damage you may suffer if SCLL fail to carry out obligations under this agreement or to a reasonable standard or breach any duties imposed on SCLL by law unless that failure is attributable to;
 - i) Your own fault
 - ii) A third party unconnected with provision of services.
 - iii) Events which neither SCLL nor SCLL's suppliers could have foreseen even if all reasonable care had been taken.
- 7.2 You must not leave personal property unattended in the facilities unless it is locked in one of the lockers provided. Items must not be left in lockers overnight.

8 MEMBERSHIP CARD

- 8.1 SCLL will issue you a membership swipe card that you must present at reception each time you take part in an activity.
- 8.2 SCLL will charge you for a replacement card.
- 8.3 If you forget your membership card SCLL will charge you an administration/donation fee on entry.
- 8.4 You must not allow another person to gain entry with your card.

9 MEDICAL INFORMATION

- 9.1 Before using any exercise equipment in the gym you must complete a Health Commitment Statement and undertake a supervised session.
- 9.2 SCLL reserves the right to obtain medical advice before allowing you to use the facilities.
- 9.3 SCLL will ask you to complete a Health Commitment Statement on a regular basis.
- 9.4 If there is a major change to your health circumstances that impacts on your ability to use the facilities you must advise SCLL as soon as reasonably possible.
- 9.5 SCLL can refuse access to facilities or membership if it is considered that your health may be adversely affected.
- 9.6 You must not take part in any activity for which you may not be fit. You are responsible for monitoring your own condition during an activity.

10 CHANGING THIS AGREEMENT

- 10.1 SCLL can make minor changes to this agreement at any time by giving at least three months notice of this change via the notice boards within the facilities.
- 10.2 You must notify SCLL in writing as soon as reasonably possible if there is a change to your contact details and/or address.
- 10.3 Any communication regarding your membership will be sent to the address that SCLL have on file.

11. MEMBERSHIP RESTRICTIONS

- 11.1 'Junior' members must be accompanied by an adult after 6pm.
- 11.2 'Junior' membership excludes certain classes for medical reasons. Please speak to a member of staff or check website for full details.
- 11.3 'Junior' & 'Teen' members must undertake a gym induction.
- 11.4 'Daytime' members will not be permitted access to activities after 4pm.
- 11.5 Members under the age of 16 cannot use free weights.
- 11.6 Members under the age of 16 cannot use Sauna / Steam facilities.
- 11.7 Corporate membership includes access to daytime court bookings only.

12. PROMOTIONS

- 12.1 SCL may choose to run promotional offers. Terms of the offer will be advertised separately.

CrossFit SCL Monthly Direct Debit - Terms & Conditions

MEMBERSHIP FULL TERMS AND CONDITIONS YOU SHOULD READ ALL OF THE FOLLOWING CAREFULLY. IF YOU DO NOT UNDERSTAND ANY TERM PLEASE ASK FOR CLARIFICATION. In the following: Salford Community Leisure Ltd is referred to as SCLL and CrossFit SCL is referred to as CFSC. Details of additional charges, admin fees, opening times and facilities provided mentioned in the following are available upon request or on the SCLL website, CrossFit SCL.

WE STRONGLY RECOMMEND YOU AT LEAST READ THE MAIN TERMS IN THE APPROPRIATE BOXES BELOW BEFORE YOU JOIN

1. CROSSFIT SCL MONTHLY DIRECT DEBIT MEMBERSHIP

- 1.1 Monthly payments will be due each and every month whether you use the facilities or not and no refunds will be given for non-use.
- 1.2 You can apply to cancel your membership at any time by giving at least 1 month's written notice to SCLL.
- 1.3 If you have any monthly payments outstanding SCLL reserve the right to pass these outstanding debts on to a third party company for collection. Any interest and cost incurred by SCLL in employing the third party will be passed on to you, including any costs in tracing you.
- 1.4 If SCLL do not receive a monthly payment an admin fee will apply.
- 1.5 If you forget your membership card or fob an admin fee will apply.
- 1.6 If you do not attend an activity you have booked a fee will apply.
- 1.7 SCLL can make changes to this agreement including the monthly fees and facilities offered by giving at least 2 months notice of the change via prominent notices displayed within the centre.

THE FOLLOWING TERMS ALSO APPLY TO CROSSFIT SCL MONTHLY

2. ELIGIBILITY AND AVAILABILITY

- 2.1 Open to 18+.
- 2.2 Benefits: CrossFit SCL access to CrossFit Classes and Open Gym as timetabled as well as access to specialist classes (refer to the CFSC website for all available specialist classes and descriptions).
- 2.3 Membership starts on the day that you join and is non-transferable.
- 2.4 All facilities offered are all subject to availability, safe user limits, booking restrictions and opening times. Membership gives no guarantee of access.
- 2.5 SCLL reserves the right to temporarily change opening hours and activities available for operational needs or unforeseen circumstances.
- 2.6 You agree to make a monthly payment once every calendar month.
- 2.7 Monthly payments must be paid by Direct Debit.
- 2.8 Entry will be refused if you have any outstanding monthly payments.
- 2.9 Your photograph will be taken for identification purposes.
- 2.10 There is a charge for a replacement membership card or fob.
- 2.11 If you have outstanding fees you will not be able to book activities.
- 2.12 SCLL can prevent anyone from entering facilities if their appearance, conduct or health is inappropriate, unsuitable or puts themselves or others at risk.
- 2.13 You must not take part in any activity for which you may not be fit. You are responsible for monitoring your own condition during an activity.
- 2.14 Before using the gym you must complete a Health Commitment Statement and you will be asked to complete further ones on a regular basis.
- 2.15 Membership and access will be refused if it is considered that your health may be adversely affected.

3. FREEZING A MEMBERSHIP

3.1 You can apply to freeze your membership if you provide proof you have suffered either a serious illness or injury, or unforeseen circumstances, that prevent(s) you from using your membership. An admin fee may apply.

3.2 All applications to Freeze must be in writing to SCLL stating the reason why and including any relevant proof.

3.3 It is at the discretion of SCLL to accept any request to freeze.

3.4 The minimum period for a freeze is 1 month up to a maximum of 6 months.

3.5 The freeze will be confirmed to you in writing by SCLL and you must not assume your freeze has been processed until you receive this confirmation.

3.6 If you have joined on a minimum term membership and a freeze is agreed within the minimum term period the remainder of the minimum term period will apply from the date the freeze ends.

4. CANCELLATION OF A MEMBERSHIP BY SCLL

4.1 SCLL can cancel your membership for one or more of the following reasons:

- I. You commit a serious or repeated breach of this agreement.
- II. If in CFSC's reasonable opinion your ongoing behaviour or health is likely to endanger other members, the general public, staff or yourself or is deemed to be unacceptable or if it adversely affects CFSC or the reputation of SCLL.
- III. You provide personal information which you know to be false.
- IV. You have monthly payments outstanding.
- V. You do not have a valid Direct Debit instruction set up with SCLL.

4.2 If SCLL cancel a membership they can do so immediately or by applying a 1 month notice period with all outstanding payments remaining due from you.

4.3 SCLL reserves the right to retain all or a proportion of the monies paid under this agreement to cover any reasonable costs incurred as a result.

4.4 Cancellation will be confirmed to you in writing by SCLL and you must not assume your cancellation has been processed until you receive this confirmation.

5. WHEN YOU ARE CANCELLING

5.1 All applications to cancel must be in writing to SCLL stating the reason why and including any relevant proof where required. A 1 month notice period will apply.

5.2 The 1 month notice period will begin when SCLL receive your written notice.

5.3 You may continue to use your membership as usual during the notice period.

5.4 You must pay any monthly payments in full that fall due during the notice period irrespective of the date you joined.

5.5 Cancelling your Direct Debit is not notification of cancellation to SCLL.

5.6 SCLL will retain all the monthly payments paid from the start date up until the end of the notice period.

5.7 Cancellation will be confirmed to you in writing by SCLL and you must not assume your cancellation has been processed until you receive this confirmation.

6. LIABILITY

6.1 You will be compensated for any loss or damage you may suffer if SCLL fail to carry out obligations under this agreement or to a reasonable standard or breach any duties imposed on SCLL by law unless that failure is attributable to:

- I. Your own fault.
- II. A third party unconnected with provision of services.
- III. Events which neither CFSC nor SCLL suppliers could have foreseen even if all reasonable care had been taken.

6.2 Items left in lockers overnight will be removed.

6.3 No compensation towards the loss of any items left in the Centre will be made.

7. CONTACT

7.1 Any communication sent out to you will be sent to the latest address that SCLL have on file. You are responsible for making sure your contact details are up to date.

7.2 All applications to freeze or cancel must be made to SCLL Collections Department.