

Terms and Conditions of Membership

This agreement is made between the centre operators (HERTSMERE LEISURE) and the applicant (THE MEMBER), who by signing the Membership Application form agrees to abide by the following rules and regulations.

1. The following terms and conditions apply to ALL members including single senior, student, corporate and trial.
2. The annual membership fee may be paid in full at the time of signing the agreement, or by Direct Debit, which shall be made on the date detailed on Membership Application Form. Payments are due in advance. If paying by Direct Debit, you may be required to make a pro rata payment to cover from the date you join until the date of your first Direct Debit.
3. If paying by Direct Debit, your membership will continue after the minimum term of this contract as detailed on Membership Application Form. By signing this agreement you agree to honour this commitment.
4. Direct Debits will be administered by 'Harlands Group' on behalf of Hertsmere Leisure.
5. You may only have access to and use of the facilities if all of your payments to us are not in arrears.
6. The membership shall begin on the agreed date of joining as stated on Membership Application Form and continue only if the member continues to pay the relevant fees, either annually or by Direct Debit.
7. You are obligated to make the Minimum Number of Direct Debit Payments stated on Membership Application Form, with the first one being paid on the 1st Direct Debit Payment Date and then every month thereafter. For the avoidance of doubt, you are obligated to make every Direct Debit Payment regardless of non attendance, whatever the reason for non attendance may be. Should you fail to make a Direct Debit Payment then the remainder of those Payments will become due immediately.
8. The membership fees have been calculated to include closures of the centres on Bank Holidays and over Christmas / New Year.
9. We endeavour to ensure that all facilities, classes and equipment are available during advertised opening times. However occasionally, due to special events, galas, planned maintenance work and circumstances beyond our control, facilities or equipment may be unavailable or classes cancelled. This has been calculated within the membership fees.
10. The member may book a maximum of seven days in advance for any activity/class/session.
11. Should the member fail to arrive for a booked session, the member shall pay the appropriate fee for the activity booked and will be expected to do so on their next visit.
12. A member may give notice of cancellation of a session in excess of 24hrs without penalty. However if less than 24hrs notice is given of cancellation, the member will pay the appropriate fee, unless the space is resold.
13. Should the member have two outstanding bookings requiring payment, Hertsmere Leisure reserves the right to suspend the members booking privileges until payment is made.
14. A member is entitled to book one session in the Fitness Studio at a time. However if on completion of the booking there are spaces available, the member may book a further session.
15. Hertsmere Leisure will give at least 30 days notice, in writing, to the member of changes in price to the direct debit payment made by members or any changes to the Terms and Conditions of membership.
16. You agree to advise us immediately of any change to the Members Details provided.
17. Lockers are provided for the convenience of its user, and are employed entirely at the users own risk.

STUDENT AND CORPORATE MEMBERSHIP

Additional terms and conditions where applicable.

18. Proof of employment with the participating company will be required in the form of a payslip or ID badge.
19. Hertsmere Leisure reserves the right to contact the corporate members place of employment to confirm eligibility at any time.
20. Students must be aged 16 or over and attending full time education.
21. Student and corporate membership rates are dependant on the member providing continuous proof of eligibility under the terms and conditions set out above.

22. Any student or corporate member failing to provide continuing proof of eligibility on request will be subject to all remaining agreements reverting back to individual memberships at the prevailing rate.

CANCELLATION OF THIS AGREEMENT

All Memberships paid by Direct Debit

ANY Cancellation of the below reasons will not be effected until the appropriate proof is provided and received. Please note that proof of posting is not proof of receipt.

23. Members who pay by direct debit, must notify head office, in writing, 14 days before the date of their next direct debit payment. Letters should be addressed to: Head office, Harlands Group, C/o The Venue, Hertsmere Leisure, Elstree Way, Borehamwood, Herts, WD6 1JY. Emails should be sent to c.service@harlandsgroup.co.uk.
24. **Relocation:** This agreement can be cancelled in the event that your new permanent address is more than 10 miles away from the facility upon receipt of a copy utility bill or bank statement showing the new address.
25. **Illness or injury:** This agreement may be cancelled or frozen in the event of a medical condition, illness or injury which prevents your use of your membership upon appropriate proof from a doctor or other suitably qualified medical practitioner.
26. **Redundancy:** This agreement can be cancelled upon appropriate proof of redundancy from your employer or loss of livelihood.
27. **Pregnancy:** This agreement can be cancelled or frozen if you become pregnant upon the appropriate proof being given.
28. **Financial Hardship:** This agreement can be cancelled upon receiving appropriate proof showing you are experiencing significant financial hardship such as confirmation of an IVA or Debt Management Agreement.
29. On cancellation of this agreement all booking privileges will be terminated from the date the member has paid up to.
30. Should Hertsmere Leisure, as a result of late cancellation collect the next month's payment, the membership will not terminate until the end of the following month.

FREEZING

31. Members in the first 12 months of their agreement may freeze up to twice a year for a maximum total of 4 months (minimum 1 month), at a cost of £5 per month. e.g. we would accept 1 request for 1 month freeze and a 2nd request for 3 month freeze. Please note 12 full DD payments will still need to be paid, the frozen months do not count as a DD payment and will extend the original agreement by the number of frozen months. Members who are out of contract may freeze their membership for a minimum of 1 month at a time at a cost of £5 per month. The member must ensure 14 days notice is given before the date that the next direct debit is due for both of these occasions. Freezing cannot be processed retrospectively.
32. Hertsmere Leisure reserves the right to pursue any outstanding membership fees should the membership be terminated before the minimum period (as detailed on Membership Application Form), has expired (this does not affect your statutory rights). If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, an administration fee of £20 will be charged. 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. Should Hertsmere Leisure incur any costs associated with the recovery of the debt this will be passed on to the defaulting member.

ALL MEMBERSHIPS

33. 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.
34. A full refund will only be given if the membership is cancelled within 14 days of signing the agreement. However should the member have used the facilities within this 14 day period, then Hertsmere Leisure reserves the right to deduct the cost of these sessions from the refund at the prevailing rate for non members.
35. Where appropriate any refund made will be by cheque and therefore may take up to 30 days to process.