

## MEMBERSHIP TERMS & CONDITIONS

### PRINCIPLE TERMS

1. This agreement commences once you have indicated your acceptance in the Declaration section of the web sign up process.
2. This agreement will become binding on you and us when we contact you to confirm your membership application has been accepted, at which point a contract will come into existence between you and us.
3. You will be entitled to all the rights and privileges set for the Type of Membership chosen.

### PAY MONTHLY / DIRECT DEBIT TERMS

1. The Set-up Fee and first month's membership fee are collected from you by us either by Debit / Credit card during the sign-up process. Set-up Fees are applied to cover the initial administration costs associated with setting up a new membership and direct debit agreement and entitle the member to an induction session. The set-up fee will be payable for new members joining and previous members re-joining.
2. Your second Direct Debit for monthly membership fees only will be collected one month after you joined. Subsequent Direct Debits for monthly membership fees will be collected monthly thereafter. Each payment made is not refundable under any circumstances. Please be aware we use Harlands, a direct debit company to collect our membership fees, therefore Harlands will appear on your bank account for your gym membership monthly direct debit payments.
3. All of our pay monthly packages are paid by direct debit and have minimum contract periods. We offer the flexibility of 3 and 12 month contract terms. Please be aware that all of our pay monthly direct debit packages are on-going memberships which means that payments will continue to be debited on a monthly basis after the initial contract period unless we are advised by the member to terminate the contract in line with the cancellation procedure.
4. We will not refund any payments to a member who fails to instruct us to terminate their membership through the correct procedure after the contract period, regardless of whether they have been using the facility or not. Nor will we refund any payments to a member who advise us that they were not aware that they signed up to an on-going membership which continued after the minimum contract period.
5. If any Direct Debit is returned unpaid or if any other form of payment is not honoured for whatever reason, your account will go into default and gym access will be revoked. Payments can be brought up to date by contacting Harlands directly. Gym access will be enabled once payments are brought up to date.
6. If your account goes into default and you have failed to bring payments up to date, the account will incur charges and be passed to ACT, a debt recovery service who will pursue you for any missed payments and charges.
7. You agree to advise us immediately of any change to the Members Details provided.

**DIRECT DEBIT / MEMBERSHIP PRICING**

1. From time to time, we may need to increase the price of membership. We will give you at least 1 full months' notice of any incoming price increase and will make it very clear when the price increase will take effect and how much your membership will cost after the increase. During this period, you will have your usual right to terminate your membership in accordance with the membership terms and conditions and rules. If you do not terminate the membership by the date given to you in the notice, then the price of your membership will be increased in accordance with our notice.

**FREEZING MEMBERSHIPS**

Your membership may be frozen for a minimum of 1 month and a maximum of 3 months in the event of a temporary illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for a period of time.

Freeze requests will not be actioned until the appropriate proof is provided and received (in writing or via email) to the Club. A freeze period does not affect the Minimum No. of Direct Debit Payments you are due to make and any payments remaining at the time of the freeze will remain due and recommence on a monthly basis once the freeze period has completed.

**CANCELLATION PROCEDURE**

1. Any pay monthly membership package can be cancelled at any time after the initial minimum contract period. At least 30 days' notice must be given to cancel a membership . A membership can be cancelled by filling out a cancellation request form at reception or emailing your cancellation request to [sport@roefield.co.uk](mailto:sport@roefield.co.uk). If emailing, please include your full name, address and date of birth. Once we have processed your cancellation, we will email you confirmation. Please allow up to 3 working days to receive the confirmation email. If you don't get your cancellation confirmation email within 3 working days, please follow it up by contacting the club. We can't be held responsible for not processing a cancellation if we don't receive the email. Be aware, that you must give at least 10 days' notice before your monthly payment date in order to stop your next payment being debited.

2. Early cancellation. In some circumstances members can cancel their membership within the contract period. Early cancellation circumstances include –

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.

Edisford Road  
Clitheroe BB7 3LA  
01200 442188  
[www.roefield.co.uk](http://www.roefield.co.uk)



Registered Charity: 1090921  
Company Limited by Guarantee: 4212946  
VAT Registration: GB57235363



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.

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

Pregnancy: This agreement can be cancelled if you become pregnant upon the appropriate written proof being given.

ANY Cancellation for the above reasons will not be affected until the appropriate proof is provided and received (in writing or via email) to the club.

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.

**PAID IN FULL MEMBERSHIP**

If you have purchased a Fixed Term membership it will start on the date that you sign-up and expire on the end of its term.

**MEMBERSHIP CARD ABUSE POLICY**

1. Your Membership card can only be used by you: Your App QR code / Membership card is issued solely for your use, as your membership is personal to you and only covers your use of a gym. You are responsible for keeping your App QR code / Membership card secure at all times.

2. Use of App QR codes / Membership cards are monitored: In the interests of the safety and security of all our members access is monitored and individuals using App QR codes / Membership cards may be asked to provide proof of identification.

3. If our system alerts us or if we think there has been misuse of App QR code / Membership card, we will investigate. If we deem that misuse has occurred, we reserve to right to terminate the member or members membership agreement and the right to use our facility.

**GENERAL TERMS & CONDITIONS**

**MISCELLANEOUS TERMS**

1.To have a direct debit, members must be 18 years old. For juniors and under 18 gym memberships, direct debit instructions must be completed on their behalf by an over 18 year old.

Edisford Road  
Clitheroe BB7 3LA  
01200 442188  
www.roefield.co.uk



Registered Charity: 1090921  
Company Limited by Guarantee: 4212946  
VAT Registration: GB57235363



2. You agree to comply with the Rules of Membership which are displayed prominently in the Club and relate to opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules at any time provided that we give you advance notice of the change.
3. There may be occasions where we have to close all, or part of, the gym of which you are a member. We will do our best to let you know of such closures in advance of them taking place, unless the problem is urgent or an emergency. We will use all commercially reasonable endeavours to ensure that such closures are outside of peak visiting hours and are kept to a minimum, in both duration and frequency. You will not be entitled to a refund of part of, or all of, your membership fees in such circumstances.
4. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any event that is outside of our reasonable control.
5. As a consumer, you have legal rights in relation to any services that are not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these terms will affect these legal rights.
7. We may terminate this agreement with immediate effect on notifying you if you are in breach of the Clubs Rules.
8. To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, wellbeing, or physical condition. Further, that you will advise us immediately should your circumstances change.

Edisford Road  
Clitheroe BB7 3LA  
01200 442188  
www.roefield.co.uk



Registered Charity: 1090921  
Company Limited by Guarantee: 4212946  
VAT Registration: GB57235363

 RIBBLE VALLEY  
HEALTH & WELLBEING  
PARTNERSHIP  
[WWW.RIBBLEVALLEYWELLBEING.CO.UK](http://WWW.RIBBLEVALLEYWELLBEING.CO.UK)