

TRINITY FITNESS

TERMS AND CONDITIONS – MEMBERSHIP:

These terms and conditions are intended to create a legal relationship between Trinity Fitness (a wholly owned subsidiary of Leeds Trinity University) who manages the operation of Trinity Fitness and you ('the member'). The agreement is on the following terms and those included in the Trinity Fitness website between Trinity Fitness and the member.

Trinity Fitness:

- Trinity Fitness intends to provide all members with a comfortable, safe and enjoyable experience whilst using its facilities. Accordingly, all members must comply with the terms of this Agreement and the Rules of Membership as published from time to time by Trinity Fitness for the use of any of its facilities.

Categories of membership:

There are various categories of membership, each designed to suit the varying needs of our users.

- **Student Membership**

Student membership is only available to those people who are on a current accredited course by Leeds Trinity University and are registered on the Leeds Trinity University student database.

- **Community Membership**

Trinity Fitness offers a number of membership's options for members of the local community who are not affiliated with the university, offering access to our wide range of excellent facilities at very reasonable prices.

We also offer memberships and access to our facilities for 16-17 year olds.

- **External Student Membership**

You must be a current member of other associated institutions to qualify for an external student membership, proof of this must be provided at time of purchase.

- **Staff Membership**

Staff membership is only available to people who hold a current contract of employment with Leeds Trinity University and are on the Leeds Trinity HR database. Once employment is terminated, either by the member of staff or by the University, the benefits of staff membership will be revoked.

- **Alumni**

As an Alumni, we offer discounted memberships.

- **Corporate Membership**

We value local businesses and all the hard work their employees put in. That's why we offer a discounted membership rate.

- **Pay as you go (PAYG)**

You can register with us on a Pay as you go (PAYG) basis, coming and going as you please. If you find you're using the facilities regularly, you can always switch over to a monthly membership. Trinity Fitness offers pay as you go (PAYE) entry to University students, staff and members of the public.

All memberships:

- The facilities that you are permitted to use at Trinity Fitness and the times that you are permitted to use these facilities will vary depending upon the category of membership that you hold. Details of all membership categories and price levels and appropriate time bands are available from reception.
- All members must be aged 16 or over.
- All membership types must be applied for by fully completing the appropriate membership application.
- Membership at Trinity Fitness includes the use of the gym, participation in exercise classes and discounted racquet court and facility hire.

Membership payments:

- Trinity Fitness membership fees can be paid on an annual or monthly basis. Annual memberships will commence on the day of joining and run for one calendar year. Monthly memberships will be paid monthly through direct debit. Trinity Fitness uses the services of a third 'Collection Service', currently Harlands Services Ltd, to collect payment of the direct debit. Trinity Fitness reserves the right to introduce, from time to time, promotional offers that may provide different time and membership periods.
- Promotional Memberships will automatically turn into a rolling period once the minimum contracted period has ended.
- Members may freeze their membership in the event of temporary illness, injury or medical conditions providing a copy of the written opinion of a medical practitioner prohibits exercise for a period of time.

Membership Cards:

- A photograph will be required for community members as part of the joining process, which will normally be taken at the reception desk upon joining or first visit. All photographs are stored digitally with the university booking system and will not be reproduced, shared or printed without prior permission from the member. All community members will be receive a

personalised membership card for the duration of membership. A replacement card will also be the subject of a £5 charge.

- Membership is non-transferable: should another individual use your card to attempt to gain access to the facility Trinity Fitness reserves the right to terminate your membership without refund.

Cancellation of membership:

Cancellation by us

We reserve the right to cancel or suspend your membership in any of the following circumstances:

- If you commit a serious or repeated breach of the conditions outlined in the Terms and Conditions or in the Policies and Conditions of Use;
- If any part of the membership fee remains unpaid 14 days after its due date of payment;
- If you provide us with details you know to be false when applying for membership;
- If we are unable to make a collection due to insufficient funds in your account, your membership with Trinity Fitness will be temporarily suspended and access to our facilities denied.
- Trinity Fitness does not accept liability for any bank charges incurred if there are insufficient funds in your account to cover our monthly Direct Debit collection.
- Trinity Fitness is not responsible for any bank fees or charges incurred if subsequent attempt to collect monies owed are unsuccessful.

Cooling Off Period

- You have the right to cancel your membership within 14 days cooling off period, starting from the day you made this agreement, (unless you have purchased a non-refundable membership under a special offer). To exercise this right to cancel you should:
 1. Complete a Membership Cancellation Form which is available at Trinity Fitness.
 2. On receipt of the form, we will cancel your membership and all monies will be refunded to the account used in the initial transaction, within 28 days of receipt of the form. We may make deduction as this will be less any proportionate payments for facilities you have used within the 14 days period.

Cancellation by You

- The minimum term varies depending on the type of membership product purchased. For Annual Membership the minimum term is 12 months.
- A member, when in a rolling contract period, may terminate the Agreement by giving a minimum of 1 months' notice. Such notice to take effect from the date that the next payment is due. All requests to terminate the Agreement shall be submitted to Trinity Fitness who will inform Harlands. A member's Membership card will be deactivated on expiry of the particular notice period. Members should note that the third party 'Collection Service' will apply charges to any member that cancels a Direct Debit mandate prematurely without giving Trinity Fitness the appropriate notice of termination.

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

Long term (over 3 months) illness or injury: This agreement may be cancelled in the event of an illness, injury, 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.

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

Fees and Charges:

- Agreement administered on behalf of Trinity Fitness by Harlands Services Ltd HELPLINE – 01444 449 033 / c.service@harlandsgroup.co.uk / 2nd Floor Rockwood House, 9-17 Perrymount Road, Haywards Heath, RH16 3TW.
Registered in England No. 2982925 VAT Registration No. GB 799 7113 70
- Prospective members should note that the initial payment due will be taken in the 1st membership payment and that this will not be refundable other than in the event of a breach of this agreement or any negligence by Trinity Fitness.
- Where a member chooses to make payments by means of a Direct Debit mandate, this will be for the amount payable as per the specific membership contract. Members will be obliged to make the “Minimum No. of Direct Debit Payments” stated in the specific membership contract. Payment will be taken on the dates specified within the specific membership contract each month thereafter on the same date. Members are obligated to make every Direct Debit payment, when due, irrespective of lack of use of the facilities, except where a freeze has been implemented or the Agreement has been terminated in accordance with the Terms of this Agreement.
- If a member fails to pay any monies due under this Agreement or if any Direct Debit is returned unpaid or if any other form of payment is not honoured for whatever reason, the member shall be liable for the payment of an Administration fee of £25 payable directly to the Collection Service responsible for the collection of Trinity Fitness payments. This Administration fee is levied in order to defray our costs.
- Members agree to advise Trinity Fitness by e-mail sports@leedstrinity.ac.uk promptly of any change to the Members details provided.
- If a member fails to pay any amounts due under this Agreement within a period of thirty days, Trinity Fitness reserves the right to pass the debt to an external third party company for collection. Any and all reasonable and direct costs incurred in exercising this right will be the responsibility of the member. These may include any and all costs associated with tracing a member who has failed to notify a change of address in accordance with Terms of this agreement.

