



SPORTS CENTRE MEMBERSHIP TERMS & CONDITIONS

PRINCIPAL TERMS

1. This agreement commences once you have indicated your acceptance in the Declaration section of the web sign up process.
2. In some locations you can choose to delay the start date of your membership by up to 1 month. If you want to bring this date forward, please contact us at scenquiries@futuralearning.co.uk and we will be more than happy to discuss your options. Please do note, however, that the terms in the Money Back Guarantee section of these terms may then apply in that situation.
3. 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.
4. You will be entitled to all the rights and privileges set for the Type of Membership chosen.
5. You cannot transfer this agreement to anyone else

DIRECT DEBIT FEES AND CHARGES

1. The Joining Fee (if one is payable) and first month's membership fees are collected from you by us either by Debit / Credit card at time of purchase, or by Direct Debit approximately 5-10 working days from your membership application date. Joining 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, online or in person where availability of instructor allows.
2. If you are looking to upgrade your membership there may be an admin fee charged at the point at which you upgrade.
3. 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.
4. If any Direct Debit is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay us on demand an administration fee of £15. If, despite us having notified you of a missed payment, further payments are missed, we reserve the right to, at our sole election, either suspend or terminate your membership, upon having given you written notice of our intention to do so. We may present an option to reduce the administration fee if the outstanding amount is paid within 7 days of becoming due.

5. You agree to advise us immediately of any change to the member's details provided.
6. Your membership can be on freeze for a maximum of 3 months after which your membership will automatically be un-frozen and will revert to your monthly rate. Freeze only applies to monthly memberships and will start from your payment date. Please be aware this must be actioned at least 10 working days prior to your payment date.

DIRECT DEBIT PRICES

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.

TERMINATION

MONTHLY DIRECT DEBIT MEMBERSHIPS

1. You may terminate your membership after the first full month and must give 30 days' notice prior to cancellation.
2. Cancellation requests must be made to Harlands Group via email or phone. E: c.service@harlandsgroup.co.uk T: 01444 449 166
3. If you fail to notice Harlands Group, your membership will remain in force and will result in your membership continuing until contact has been made.
4. Do not cancel your direct debit until you have had your termination notice acknowledged by Harlands.

PAID IN FULL MEMBERSHIP

1. If you have paid in full for your membership you will be entitled to 50% of the pro rata'd amount as refund for any unused membership.
2. You cannot freeze your paid in full membership.

MONEY BACK GUARANTEE

1. As per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you are entitled to cancel your membership and receive a full refund of any fees paid within 14 days of completing your membership application form. However, as per regulation 36 of Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you select to commence your membership immediately, or you ask us to start your membership early, you agree that if you subsequently cancel your membership within the 14 day period, you will be refunded any monies paid, less an amount for the membership you have already used commencing from the first day after joining.

MEMBERSHIP ACCESS ABUSE POLICY

1. Your membership and membership card can only be used by you: your 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 membership card secure and confidential at all times. The membership card remains our property at all times (unless agreed otherwise and evidenced in writing).
2. Use of membership cards for access is monitored: In the interests of the safety and security of all our members, use of membership cards and access is monitored and individuals using membership cards may be asked to provide proof of identification.
3. What we will do if we think your membership card has been misused: Should we believe that your membership card has been used by another individual or individuals we may (in our discretion) decide to conduct an investigation. If we do so we will: (a) inform you, via email, that we believe your membership card has been used by another individual or individuals and ask you to provide us with reasonable assistance to investigate the matter; and (b) following our investigation we will contact you, via email, to inform you of our findings and our proposed course of action, which may include one or more of the steps set out in paragraph 4 below.
4. Our Right to make additional charges and/or cancel your membership: If you unreasonably refuse to cooperate with our investigation, or following our investigation we have reasonable grounds to believe that your membership card was used, with or without your knowledge and/or consent, by another individual or individuals, depending on the particular circumstances of each case, we reserve the right to take one or both of the following steps, which are in addition to any other legal rights that we may have : (a) to apply a penalty charge to your membership fees (and increase your direct debit payment(s) accordingly). The penalty charge will be calculated as being equal to the price of a day pass (that applied at the time of use) for each occasion on which your membership card was used by that individual/those individuals; and/or (b) in the event of serious misuse of your membership card, for example, your membership card has been used on repeated occasions and/or by more than one individual, to notify you, via email, that we are cancelling your membership with immediate effect, and no refunds will be given.
5. Your responsibility for another's conduct: If we have reasonable grounds for believing that you knowingly provided your membership card to another individual or individuals, or allowed unauthorised entry following your entry to the gym (known as tailgating) in addition to our rights referred to in paragraph 4 above, we may hold you responsible for the conduct of the individual(s) while on our gym premises, and liable for any loss we suffer as a consequence of that conduct.

PAY AS YOU GO DAY PASS

1. This pay as you go day pass commences once you have paid at reception by card payment.
2. Your pay as you go day pass will be activated on the date you buy your pass, running till midnight of the purchase date.

3. You will be entitled to all the rights and privileges exercisable for the type of Membership chosen.
4. You cannot transfer this daily membership to anyone else nor transfer to another date.
5. Day passes are non-refundable.
6. Free passes have no resale value and cannot be exchanged for cash or any other product or service.

FEES AND CHARGES

1. You shall be entitled to cancel your daily membership the earlier of: (1) 14 days after the date of purchase; or (2) the day before the date on which you selected your daily membership to activate. If you cancel during this period, you will receive a full refund. After this period the daily membership fee is not refundable.

GENERAL TERMS & CONDITIONS

MISCELLANEOUS TERMS

1. Full Members must be 16 or older.
2. Teen Gym Members must be Year 9 – Year 11 and will only be given access during the allocated Teen Gym times.
3. 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.
4. If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.
5. We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced.
6. 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.
7. 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.
8. We will not be liable or responsible for outstanding monies paid to a Personal Trainer. Personal Training is arranged directly with the PT and not with Futura Commercial Services Limited or any associated Futura Learning Partnership body.
9. 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.

10. This agreement is governed by English Law.
11. We may terminate this agreement with immediate effect on notifying you if you are in breach of the Clubs Rules.
12. 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.

INFORMATION ABOUT US

1. We are a company registered in England and Wales. Our company registration number is 09720816 and our registered office is at Wellsway School, Chandag Road, Keynsham, Bristol, BS31 1PH.
2. If you have any questions or if you have any complaints, please contact us via our complaints policy found in the contact section of our website. You can contact us by e-mailing us at scenquiries@futuralearning.co.uk
3. If you wish to contact us in writing, or if any clause in these terms requires you to give us notice in writing you can send this to us by e-mail to Futura Commercial Services Limited at scenquiries@futuralearning.co.uk, we will confirm receipt of this by contacting you by email.

PROMOTION TERMS

1. Futura Commercial Services Limited reserves the right to end any promotion without warning at any time.
2. Any prizes offered by Futura Commercial Services Limited must be claimed within 21 Days of announcement of the winners. Futura Commercial Services Limited have 60 days to issue any prize
3. All Gym challenges are subject to fair play which is managed in centre. Any recorded reps or times must be verified and signed off by a team member.
4. Futura Commercial Services Limited reserve the right to redeem any prize in the form of a voucher or pre purchased credit.
5. Zero joining fee offers exclude pre-opening offer sites.

STUDENT / STAFF MEMBERSHIP

1. Discount is available to verified members only and is non-transferable. Student / Staff membership discount is based on the cost of standard monthly memberships. All student memberships are subject to membership rules and terms and conditions. Available at open clubs only and exclusions may apply. Discount cannot be used in conjunction with any other offer and does not apply to any classes or other services that they may offer for sale from time to time. Futura Commercial Services Limited reserve the right to terminate this discount without notice.
2. Rolling monthly memberships can be cancelled with 30 days' notice.

3. Futura Commercial Services Limited withhold the right to amend or remove this offer at any time.

All Promotional rates & £0 joining fee terms & conditions (when live)

1. Offer can be used with Direct Debit monthly membership product only.
2. Offer valid until the published date and must be claimed by this date.
3. Offer must be claimed using the promotional code.
4. Offer cannot be transferred to another person.
5. This offer cannot be converted into a cash prize.
6. Offer cannot be used in conjunction with another offer.
7. Offer cannot be exchanged for cash or any other product or service.
8. Futura Commercial Services Limited withholds the right to amend or remove this offer at any time.
9. The start date can only be delayed up to 7 days.