

# Lifestyles Membership Rules & Conditions of Use

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## **1. General Rules**

- a. All members are required to book in and obtain a ticket at the kiosks or the main desk before going through the turnstiles at Leisure World Colchester. Failure to do so may result in the space being re-sold.
- b. My Leisure Cards or tickets must be scanned at the turnstiles for all Aerobics classes attended.
- c. Activa Workout tickets must be handed to the staff at the reception desk in the Gym.
- d. Members must stop at Aqua Springs reception and show their my Leisure Card before going through to the facility.
- e. Leisure World reserves the right to refuse entry to members who do not present their cards and tickets on every visit.
- f. Members must comply with all the Centre conditions of use, and full terms and conditions of Lifestyles (available on our website), failure to comply may result in forfeiting all membership rights.
- g. All members must agree to have their photograph taken which will be stored on the Leisure World leisure management system. The photo will be taken at the time of purchase for new members purchasing in-person; however, any memberships purchased online or members without photographs on the system will be required to have a photograph taken to update our records when requested by the Leisure World staff.
- h. Leisure World reserves the right to cancel or refuse a membership to any customers who do not agree to have their photograph taken and held on our system.

- i. All members are responsible for the security of their my Leisure Card and if the card is lost or stolen this must be reported to Leisure World.
- j. Leisure World will not be held responsible for any losses incurred by members due to lost or stolen my Leisure Cards.
- k. A fee of £3.50 will be charged for the replacement of lost my Leisure cards.
- l. my Leisure Cards are not refundable or transferable and if it is found that a third party is using a members card the membership will be suspended immediately pending investigation which may result in the membership being cancelled.
- m. Lifestyles 7 Day, 1 Month and 3 Month memberships can not be frozen or cancelled.
- n. Lifestyles memberships cannot be transferred.
- o. Membership applications are subject to approval. We reserve the right to refuse an application for a Lifestyles membership.
- p. The minimum age for an adult membership is 16.
- q. The maximum age for a junior membership is up to a persons 16<sup>th</sup> birthday.
- r. Entry to sessions and activities covered by your membership are subject to availability and queuing systems may operate at peak times.
- s. Facility usage may be restricted during certain sessions in the programme, for example for ladies only, people with disabilities, 50+ and other age/ability related activities.
- t. Leisure World reserves the right to change or cancel the programme sessions/facilities without prior notice where necessary. Discounts cannot and will not be given on membership fees on such occasions.
- u. Car parking is free to all members, but only whilst they are using the Centre and parking cannot be guaranteed at peak times.
- v. Promotions will not be pre-advertised and refunds or credits cannot and will not be given retrospectively on any existing memberships.
- w. Customers wishing to take out Corporate, Joint, Student and Freedom memberships will be required to show eligibility upon joining the scheme and from time to time when requested by Leisure World. This would not normally be more frequently than every 6 months. Proof of eligibility varies according to membership type as per below, and may be subject to change from time to time:
  - i. Corporate – proof of employer such as in date staff card, current payslip.
  - ii. Joint – proof of same address of both members such as utility bills, driving licences.

- iii. Student – On presentation of: valid and in date NUS card, University or College ID card, proof of Full Time study for the current academic year.
- iv. Freedom – proof of low income as shown on the Concession Application form and displayed on our website *or* proof of serving military / military veteran status *or* proof of Student status as above.

## 2. Booking Rules / Use of Membership

- a. Once a membership has been purchased whether in-person at Leisure World Colchester or online each individual member is responsible for making use of their Lifestyle Membership and utilizing the facilities and activities that are included within the subscription.
- b. Refunds will not be made solely on the grounds of unused memberships or any elements of the membership which are unused. See point 5. Refunds below.
- c. Bookings for sessions can be made up to seven days in advance.
- d. Full payment must be made for any activities not included in the membership option prior to play/activity.
- e. 48 hour cancellation notice must be given for all booked sessions. Cancellations with less notice will incur the full charge if the session is not resold.
- f. Non-attendance for booked courts or sessions will result in the full charge for the session being made and payable before any further bookings can be made or sessions attended.
- g. Session times must be observed during peak periods for all memberships, which include the Leisure Pool. You must return to the Welcome Zone in order to wait for entry to further sessions.
- h. Access from pools to Aqua Springs is not permitted through the link corridor whilst in wet swim wear.
- i. Use of the pools is only permitted during public swim sessions.
- j. Where Squash and Badminton are included in the membership package, a maximum of 2 racket courts (one at a time) may be used per day where applicable. Racket hire is available for a charge.
- k. It is compulsory for all Aactiva users to have been through an induction prior to using the gym. Inductions are charged separately and this payment is not included in your membership.
- l. Freedom concession memberships are only valid for use:

Aqua Springs from 9am to 4pm Monday to Friday and 10am to 2pm Saturday and Sunday.

All other activities included in the membership can be used at anytime **except** after 5pm Monday to Friday.

- m. Leisure World reserves the right to refuse or cancel a member's membership where it is deemed that the member is sub-letting facilities or providing personal training.
- n. Leisure World reserves the right to levy a charge to members for other persons/nonmembers playing with/against them on the same court if there are more than 2 players per booked session for Badminton and more than 2 players per booked session for Squash.

### **3. Group Fitness Class Cancellation Policy**

- a. If you book but do not attend a class and do not provide the required notice you will be charged the full cost of the class.
- b. **Notice periods**

**There must be a minimum of 2 hours' notice given to cancel all Group Fitness Classes.**

- Cancellations can be made via the online booking service or call Welcome Zone on 282000.
- c. You must ensure you confirm your attendance for each class by collecting your ticket from the kiosk or Welcome Zone and scanning your ticket at the turnstiles.
- d. Please note there is a 48 hour cancellation policy on all non-member class bookings.

### **4. Payments (for Direct Debits also see Lifestyles Membership Terms & Conditions Contract and/or Lifestyles Membership Terms & Conditions Non-Contract Memberships as applicable)**

- a. All membership fees whether by Direct Debit with an initial payment at the time of purchase or a one-off payment are all made in advance.
- b. Membership charges are reviewed from time to time and may be subject to an annual price increase. If paying by Direct Debit you will be sent written notice of changes to your payment in accordance with the Direct Debit guarantee.
- c. Direct Debit payments will be collected from the Bank Account authorised by the customer at the time of purchase on or just after the 1<sup>st</sup> of each month and these payments will commence as notified at the time of purchase whether this was in-person at Leisure World Colchester and as per your Direct Debit confirmation email/letter or when purchased online and as per the email confirmation of the Direct Debit instruction being set up.
- d. Leisure World cannot be held responsible for correspondence not received or lost in the post.
- e. Failure to make the monthly Direct Debit payment will result in a charge of £20 default administration charge being levied and your memberships being suspended until payment of the default fee and missed/failed payment has been received.

- f. If Direct Debit payments repeatedly fail Leisure World reserves the right to withdraw or cancel a membership on the Direct Debit scheme.
- g. Leisure World cannot be held responsible for cancelled memberships or failed payments due to errors made by the member's bank.

## **5. Refunds (for Direct Debits also see Lifestyles Membership Terms & Conditions Contract and/or Lifestyles Membership Terms & Conditions Non-Contract Memberships as applicable)**

- a. Refunds are not available for any membership type on the Lifestyles Scheme, with the exception of:
  - i. the 7 day money back guarantee period which applies only to the Fitness and Health & Fitness Annual or Direct Debit Non-Contract Memberships – memberships purchased more than 7 days previously will not be refunded. The 7 day money back guarantee only applies to new members who have not held a membership for Leisure World within the last 12 months. In order to exercise this right, notification of cancellation within the 7 day period must be received in writing, which can be by email, by Leisure World from the member wishing to cancel their membership and to receive a refund.
  - ii. distance selling rules apply to memberships purchased online. This entitles the customer to cancel the membership and receive a refund within 14 days of purchase. 7 day, 1 Month and 3 Month memberships can not be purchased online. Memberships purchased more than 14 days previously will not be refunded. In order to exercise this right, notification of cancellation within the 14 day period must be received in writing, which can be by email, by Leisure World from the member wishing to cancel their membership and to receive a refund.

## **6. Cancelling a Direct Debit membership (also see Lifestyles Membership Terms & Conditions Contract and/or Lifestyles Membership Terms & Conditions Non-Contract Memberships as applicable)**

- a. You are required to contact us giving no less than 30 days notice to cancel your noncontract Direct Debit by email: [c.service@harlandsgroup.co.uk](mailto:c.service@harlandsgroup.co.uk), by telephoning Harlands Services Ltd on: 01444 449 166 or by writing to: Harlands Services Ltd, 2<sup>nd</sup> Floor Rockwood House, 9 – 17 Perrymount Road, Haywards Heath RH16 3TW
- b. For contract memberships where a minimum of 12 monthly payments are due memberships can only be cancelled as per conditions set out in the Lifestyle Membership Terms & Conditions – Contract.
- c. 7 Day, 1 Month and 3 Month memberships cannot be frozen or paused and will expire 7 Days, 1 month or 3 months from the date of purchase or renewal as applicable.

- d. Leisure World cannot be held responsible for correspondence not received.
- e. If we are informed by your bank that the Direct Debit arrangement has been cancelled or if the Direct Debit has failed without the due notice being given a default administration charge of £20 will be levied and your membership will be suspended and cannot be used until alternative payment is made. Restarting your membership will also be subject to a further £20 joining fee.
- f. Leisure World will not refund members for any Direct Debit payments taken where the member has failed to follow the cancellation processes detailed in the full terms & conditions.

## 7. The Direct Debit Guarantee

- a. All memberships paid by Direct Debit are covered by The Direct Debit Guarantee as per below:

<b>The Direct Debit Guarantee</b>		
<ul style="list-style-type: none"> <li>• This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.</li> <li>• If there are any changes to the amount, date or frequency of your Direct Debit Leisure World Colchester will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Leisure World Colchester to collect a payment, confirmation of the amount and date will be given to you at the time of the request.</li> <li>• If an error is made in the payment of your Direct Debit, by Leisure World Colchester or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society – If you receive a refund you are not entitled to, you must pay it back when Leisure World Colchester asks you to.</li> <li>• You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.</li> </ul>		

## 8. Freezing a Direct Debit Membership (also see Lifestyles Membership Terms & Conditions Contract and/or Lifestyles Membership Terms & Conditions Non-Contract Memberships as applicable)

- a. Non-contract Direct Debit memberships can be frozen for periods of one, two, three, four, five or six whole months up to a maximum total freeze period of six months in any one calendar year at no charge. Please note: Joint memberships can only be frozen together – we are unable to freeze individual joint members.
- b. For contract memberships where a minimum of 12 monthly payments are due memberships can only be frozen as per the full terms and conditions of the Lifestyle Membership Terms & Conditions Contract).
- c. We require 14 days' notice in writing to activate a freeze. The freeze will take effect on the first day of the next calendar month providing the 14 days' notice has been given. Where written notice is less than 14 days until the first of the month, the freeze cannot begin until the first day of the following calendar month i.e. the next full month will be charged.  
Freezes from specific dates are not possible.
- d. **Do not** cancel your Direct Debit instruction if you wish to freeze your membership as this will be regarded by us as a cancellation. We will not collect direct debit payments from your account during the freeze period, but will automatically start to collect payments from your account once the freeze period finishes. If you cancel your direct debit you will be charged the £20 joining fee to re-activate it.

- e. After the freeze period the Direct Debit will automatically re-start, therefore it is the responsibility of the member to cancel their Direct Debit instruction and notify Leisure World of this cancellation if they no longer want to hold their membership as per the normal cancellation terms and conditions detailed in section 6. Cancelling a Direct Debit Membership.
- f. Leisure World will not refund members for any Direct Debit payments taken where the member has failed to cancel their membership with us and cancel their Direct Debit instruction.

## **9. Pausing an Annual Membership**

- a. Annual memberships can be paused for a period of one, two, three, four, five or six whole months up to a maximum total pause period of six months in any one year. Please note: Joint Memberships can only be paused together – we are unable to pause individual joint members.
- b. We will activate this pause within 14 days of the pause being requested in writing and we reserve the right to apply the pause for whole months from the date of the pause being activated by us. If you have a specific date you want the pause to commence a minimum of 14 days' notice must be given.

## **10. Making Changes to a Membership**

- a. If you wish to Upgrade/ Downgrade your membership (dependant on what type of membership you hold) you may do so by completing an Upgrade/Downgrade form which is available from the Welcome Zone main desk at Leisure World Colchester.
- b. We require a minimum of 14 days' notice in writing to activate an Upgrade or Downgrade. The change will take effect on the first day of the next calendar month providing the 14 days' notice has been given. Where written notice is less than 14 days until the first of the month, the change cannot begin until the first day of the following calendar month.  
Changes from specific dates are not possible.
- c. If you wish to add or remove one member of a Joint Direct Debit Membership (dependant on what type of membership you hold) you may do so by completing a Joint to Sole or Sole to Joint membership form which is available from the Welcome Zone main desk at Leisure World Colchester.
- d. We require a minimum of 14 days' notice in writing to activate an addition of a Joint Direct Debit Member. The change will take effect on the first day of the next calendar month providing the 14 days' notice has been given. Where written notice is less than 14 days until the first of the month, the change cannot begin until the first day of the following calendar month. Changes from specific dates are not possible.
- e. We require 30 days' notice in writing to remove a Joint Direct Debit Member. This is because a removal is a cancellation and cancellation terms apply. The change will take effect on the first day of the next calendar month providing the 30 days' notice has been given. Where written notice is less than 30 days until the first of the month, the change cannot begin until the first day of the following calendar month. Changes from specific dates are not possible.

## 11. Loyalty Points

- a. Loyalty points will be earned on each payment made by a customer for their membership.
- b. Full terms and conditions of the Loyalty Points scheme can be found on our website.