

LIFESTYLE MEMBERSHIP TERMS & CONDITIONS – NON-CONTRACT

PRINCIPLE TERMS

1. This agreement is an agreement between the Member “you/your” and Colchester City Council “us/our/we” t/a Leisure World Colchester, Leisure World Tiptree, Leisure World Highwoods and Colchester Sports Park. This agreement commences once you have indicated your acceptance in the Declaration section of our web sign up process. If you did not sign up on the club’s premises, you have 14 full days after sign up to cancel this agreement for any reason. To exercise this right, you must inform Harlands or the club of this by post, email or telephone using the details above. If you exercise this right to cancel, we will reimburse you all joining, and membership fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service before requesting to cancel, then we will reduce your membership fee refund by a pro rata amount equal to the number of days from signup to the date cancellation was requested.

2. Your membership starts immediately.

3. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen, subject to your timely payment of the fees and charges set out below and the successful processing of your direct debit instruction.

4. On our behalf, Harlands Services Ltd/Harlands by Xplor will provide direct debit payment services to you and administers our agreement with you, in consideration for which you agree to pay all the fees and charges associated with your Membership and set out below.

FEES AND CHARGES

5. The Joining Fee / Initial Payment is due and payable immediately on execution of the agreement and is not refundable other than in the event of breach or negligence by us or on the valid exercise of your statutory cancellation rights, as set out in the Principal Terms above.

6. Your obligations to us include payment of the Direct Debit Payment Amount due on the 1st Direct Debit payment date and on the 1st of each month thereafter regardless of non-attendance, except where the Agreement is cancelled in accordance with the cancellation terms below or under your statutory cancellation rights, as set out in the Principle Terms above.

7. 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, you shall pay us, on demand (i) an initial administration fee of £20; and (ii) any and all further reasonable costs incurred by Harlands in recovering the due fees and charges from you, including costs in tracing you if you have changed your address without telling us.

8. You agree to advise us promptly of any change to the Members Details provided.

9. 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. In addition to any costs and charges we may be entitled to under clause 7, the reasonable and direct costs incurred in employing the third-party company will be borne by you, including costs in tracing you if you have changed your address without telling us.

AUTOMATIC RENEWAL

10. Your Direct Debit Payments will automatically continue collecting the Direct Debit Payment Amount every month. Your membership will be extended by one month for each payment (“Renewal Period”). This renewal Direct Debit payment amount may only be amended if we advise you in writing in accordance with the Direct Debit Guarantee.

11. You may prevent the Automatic Renewal at any time by giving notice to Harlands via our Helpline 01444 449 166 (you should give us not less than 30 days’ notice prior to your next payment date, partial refunds for part of a month/renewal period will not be given). When the final payment has been taken you should also cancel your Direct Debit mandate directly with your bank.

CANCELLATION

12. You have the right to cancel this agreement at any time giving Harlands no less than 30 days’ notice prior to your next payment date, partial refunds for part of a month/renewal period will not be given.

FREEZING

13. You have the right to freeze membership payments for 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.

14. You are required to give a minimum of 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.

15. Do not cancel your Direct Debit instruction if you wish to freeze your membership as this will be regarded by us as a cancellation. Direct Debit payments will not be collected from your account during the freeze period, but we will automatically start to collect payments from your account once the freeze period finishes.

16. If you cancel your direct debit, you will be charged the £20 joining fee to re-activate it.

17. After the freeze period the Direct Debit will automatically re-start, therefore it is your responsibility to cancel your Direct Debit instruction and notify Harlands of this

cancellation if you no longer want to hold your membership as per the normal cancellation terms and conditions detailed in section 12. Cancellation above.

18. Refunds will not be given for any Direct Debit payments taken where you have failed to cancel your membership with us.

GENERAL TERMS

19. You agree to comply with the Lifestyle Membership Rules & Conditions of Use which are displayed on our website: www.colchesterleisureworld.co.uk and the rules displayed in and around our premises which relate to opening hours, use of facilities and your conduct. We reserve the right to make reasonable changes to these Rules at any time.

20. 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.

21. 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.

22. We will do our best to resolve any disputes over this agreement. If you wish to take court proceedings against us, you must do so within the United Kingdom. Relevant UK law will apply.

23. If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply

24. We may terminate this agreement with immediate effect on notice to you if you are in breach of our Rules. In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.