

1. **These terms and what they cover**

- 1.1 What these terms cover. These are the terms and conditions of your membership.
- 1.2 What is membership? Membership is the right to use our health and fitness facilities at any of our centres, in accordance with the appropriate membership category chosen by you and on payment of the membership fees.
- 1.3 Are there payment options? A monthly rolling membership is paid monthly by direct debit in advance, a 12 month contract membership is paid by 12 monthly direct debit payments in advance and an annual membership is paid as a one off payment in advance.
- 1.4 Where are our centres? Cascades Leisure Centre at Gravesend, Cygnet Leisure Centre at Northfleet and The Swanscombe Centre.
- 1.5 Why you should read them. Please read these terms carefully before you apply for membership. These terms tell you who we are, how we will provide services to you, how you and we may suspend or end the contract, what to do if there is a problem and other important information.
- 1.6 We may change these terms from time to time and we will use our reasonable endeavours to inform you of any significant changes in advance. If you have provided an email address, this will be used as the primary method of contact.

2. **Information about us and how to contact us**

- 2.1 Who we are. We are Gravesham Community Leisure Limited an industrial and provident society registered in England. Our registration number is 289497R and our registered office is at Cascades Leisure Centre Thong Lane Gravesend Kent DA12 4LG.
- 2.2 How to contact us. You can contact us by telephoning our team on 01474 556000 or by writing to us at the address above or emailing outline@gcll.co.uk
- 2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your application.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. **Our contract with you**

- 3.1 How we will accept your membership application? Our acceptance of your membership application will take place either when you are handed a copy of the completed membership application form at one of our centres or if you have applied online, when you receive the confirmatory email, at which point a contract will come into existence between you and us.

Cooling Off Period for online membership applications

- 3.2 If you join online, you are entitled to a "cooling off" period, which means that you can cancel your membership at any time within 14 days, from the day after the date your membership contract starts.
- 3.3 If you use any of our facilities or activities during this "cooling off" period and then subsequently cancel your membership by the end of that "cooling off" period, we will retain any fees paid by you in advance, for the facilities and activities used by you. If no advance fees have been paid, you will be charged for the facilities and activities used by you.
- 3.4 If there is any credit in your membership account at the end of the "cooling off" period and you cancel your membership within that period, this will be repaid to you within 14 days.
- 3.5 If we are unable to accept your application, we will inform you of this in writing or by email. This might be because there is a problem with your address or bank details or due to a previous membership history which is unacceptable to us.
- 3.6 If you are joining on a promotion with no joining fee and/or daily dues, or starting any membership and that membership is then cancelled by you prior to the first direct debit being collected by us, you will NOT be permitted to re-join within 3 months of the cancellation. The full joining fees will apply if you wish to rejoin.
- 3.7 It is your duty and obligation to ensure that we hold up to date and accurate personal details about you and your membership. You must ensure that any postal address, email address and mobile or contact numbers are up to date. We will not be liable for any message or notification sent to an address or number which is incorrect due to your failure to update the details we hold about you.

4. **Our rights to make changes**

- 4.1 Changes to our facilities. We may have to vary or suspend the facilities and activities from time to

time and withdraw or update equipment. We will try to notify you in advance but you will have access to other centres with alternative facilities. These changes will not affect your membership and membership fees will not be refunded or reduced, unless the changes are substantial.

- 4.2 Changes to your membership. We may vary the memberships and change our prices from time to time but we will give you written notice of any changes 30 days in advance. Monthly membership price changes will be notified at least 10 days before any increase takes effect.

5. Providing the services

- 5.1 When you use the facilities. You will be able to use the facilities at our centres from the date we accept your membership application for the time period of that membership until the end of the membership contract.
- 5.2 Bookings. You are advised to book activities in advance. Prior booking is available 10 days before the activity. One hour's notice is required if you need to cancel the booking. If you do not give us this notice you will be charged a fee at the then current rate to cover our administration costs and non-payment of this charge will result in your membership being suspended until the payment is made. At the time of booking, you must provide your membership number.
- 5.3 We are not responsible for delays outside our control. If use of the facilities is affected by an event outside our control (which includes any closure as a result of national, local or regional government guidance or regulations or to comply with our legal duties or in response to an epidemic or pandemic), then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. We will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to suspend your membership until the facilities are available again.
- 5.4 Your rights if we suspend the use of facilities. We will try to contact you in advance to tell you we will be suspending the use of certain facilities, unless the problem is urgent or an emergency. If we have to suspend the services without providing a reasonable alternative, for longer than 4 weeks in any 6 months, we will adjust the membership fee so that you do not pay during the period of suspension. You may contact us to end the contract if we suspend the facilities, or tell us we are going to suspend them, without providing a reasonable alternative, for a period of more than 3 months and we will refund any sums you have paid in advance for services not provided to you.
- 5.5 We may also suspend your membership if you do not pay which includes us not receiving a payment by direct debit. If you do not pay us for your membership when you are supposed to (see clause 9.2), we may suspend your membership until you have paid us the outstanding amounts. During this time you will not be able to use the facilities at any centre.
- 5.6 Suspension due to health reasons. Only if you have an annual membership (see clause 1.3), you may suspend the membership due to illness, injury or pregnancy for a maximum period of 6 months. During this suspension, you will not be permitted to use any facilities as you will not be paying the membership fee. Following suspension, the annual membership will be reinstated for the remaining period of the pre-paid membership. To suspend the annual membership in these circumstances, you must notify us in writing with a valid medical certificate or letter from a doctor or hospital. The suspension cannot be backdated.

6. Your rights to end the contract

- 6.1 You can end the contract. If you have a monthly rolling membership then you can end the contract at any time provided you give us 7 days' notice prior to the direct debit collection date. If you have a 12 month contract membership then the 7 days' notice must be at the expiry of 12 months from the start date provided that you have paid 12 monthly payments. If you have not made 12 monthly payments then you will need to pay any outstanding balance before termination. It is your responsibility to cancel the direct debit with your bank as refunds will not be given following termination.
- 6.2 What happens if you have good reason for ending the contract. If you are ending the contract for a relevant reason set out below the contract will end immediately and we will refund you in full for any membership fees paid in advance. The relevant reasons are:
- (a) we suspend the use of facilities for technical reasons, or
 - (b) notify you that we are going to suspend them for technical reasons, in each case for a period of more than [3 months]; or you have a legal right to end the contract because of something we have done wrong.

6.3 What happens if you end the contract without a good reason. Unless you have given notice or have a right to end the contract under this clause 6, if you end the contract without good reason you will have to pay the money that otherwise would have been paid under the contract.

7. **Our rights to end the contract**

7.1 We may end the contract if you break it. We may end the contract at any time by writing to you or notifying you by email if you:

- (a) do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; or
- (b) do not comply fully with this contract; or
- (c) provide us with false information in your membership application; or
- (d) do not comply with the rules of the centre; or
- (e) use rude or abusive language or behave or threaten to behave in an aggressive or violent way towards our staff or any other person at any centre.

7.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 7.1 we will not refund any membership fee you have paid in advance and we may deduct or charge you for the net costs we will incur as a result of your breaking the contract.

8. **If there is a problem**

8.1 How to tell us about problems. If you have any questions or complaints about your membership, please contact us. You can contact our team as set out above.

9. **Price and payment**

9.1 Where to find the membership fee. The price of the membership (which includes VAT, if applicable) will be the price set out in our membership price list in force at the date of your membership application unless we have agreed another price in writing. A joining fee is payable for each new membership or if you cancel your membership.

9.2 When and how you must pay. You must pay the membership fee by debit or credit card, bank transfer or direct debit monthly in advance. We will charge up to £15 for each non-payment of a direct debit request to cover our administration charges.

10. **Our responsibility for loss or damage suffered by you**

10.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you drew it to our attention in the membership application.

10.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to this contract.

10.3 What is your responsibility? You must abide by the rules of the centre and any regulations or guidance received by you in respect of the use of the facilities. You are responsible for monitoring your own condition during any activity and judging whether you should continue. You must consult your GP before commencing any exercise programme if you are concerned about your physical condition and should only use the facilities if you are satisfied that you are capable of doing so. You must notify us of any changes to your health and fitness that may affect your ability to use the facilities.

11. **Other important terms**

11.1 Membership cards. Admission to our centres will not be granted unless you present a valid membership card to reception. If you cannot provide your membership card and choose to use the facilities, you will have to pay the full price of any facilities used. This charge is not refundable. Replacement membership cards can be purchased.

11.2 Transfer replacement of membership cards. You cannot transfer your membership card to any other person. They are for your own personal use only. All membership cards are owned by us and must be returned to us upon termination of the membership.

11.3 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and

we will ensure that the transfer will not affect your rights under the contract.

- 11.4 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 11.5 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 11.6 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the facilities, we can still require you to make the payment at a later date.
- 11.7 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.
- 11.8 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we would use. You can submit a complaint to Kent County Council ADR Scheme, 8 Abbey Wood, Kings Hill, West Malling, ME19 4YT or by email to adr@kent.gov.uk, or through their website www.kent.gov.uk/disputeresolution or telephone 03000415100.
- 11.9 Information collected from you will be added to our database. We may use this for administrative purposes in conducting our work, and for communication with you. In compliance with the UK General Data Protection Regulation (GDPR) all information will be treated confidentially and will not be shared with any other organisation without your explicit and informed consent. We may from time to time use software to assess your potential preferences so that we can be sure our communication is relevant to you. If you would prefer to not be included in our communications, please let us know by using the contact form on our website <https://gcll.co.uk/contact-us/> with "UNSUBSCRIBE" in the subject line.

For further information on how we hold and use your personal data please read our Privacy Policy <https://gcll.co.uk/wp-content/uploads/2021/08/Privacy-Policy-Aug-21.pdf>.

Gravesham Community Leisure Limited is an organisation with charitable objectives working for the benefit of the local community in partnership with Gravesham Borough Council and Swanscombe and Greenhithe Town Council. Registered in England No:28949R