

## **Banks O Dee Terms & Conditions**

### **1) Payment Terms**

- i. Bank, admin fees and subscription fees shall be such sums as the Company may determine from time to time. Details of fees are available from the Club.
- ii. The subscription fee must be paid monthly by Direct Debit with the exception of the 30 day membership, 3 month membership and annual membership.
- iii. Any change to a member's payment details must be notified to the Club in writing and a new Direct Debit form completed by the twentieth day of the month in order to set up the direct debit. If the Club is not notified before the twentieth day of the month the member shall pay the following month's subscription to the Club directly.
- iv. The provisions of this clause will only apply if you pay by monthly Direct Debit. This clause constitutes your Advance Notice of payments to be collected by Direct Debit and confirmation of the Direct Debit Scheme Guarantee (as set out in the Direct Debit Instruction form). These Terms & Conditions should therefore be retained for future reference.
- v. The Initial Payment will be calculated on a pro rata basis to the appropriate monthly Direct Debit payment by reference to the number of days between the date on which membership commences and the last day of the month in which membership commences (both days inclusive). Therefore, by way of example, if a member joins on the third day of the month he will pay the Starter Payment which will be calculated using the proportion of the monthly subscription fee remaining based on the amount of days remaining in the month. In circumstances where a member joins the Club after the twentieth day of the month the Company will be unable to set up the monthly Direct Debit payments and as result the member will pay the following month's subscription fee in addition.
- vi. Monthly subscription fees must be paid in accordance with these Terms & Conditions irrespective of whether or not the member uses the Club's facilities.
- vii. Members shall be given not less than 10 working days' written notice of any increase in the monthly subscription fee, in accordance with the Direct Debit Scheme Guarantee.
- viii. Should a member require further guidance on the payment terms please contact the Centre Manager whose details are available in the Club.

### **2) Defaults**

Any member who misses a subscription payment in the following way will be classified as a defaulter:-

- i. A member who cancels his Direct Debit directly with his bank without complying with the notice requirements set out in these Terms & Conditions;  
The Club may immediately cancel the membership of a defaulting member who cancels his Direct Debit directly with his bank without complying with the notice requirements set out in these Terms & Conditions. Upon such cancellation, the Company will notify the defaulting member in writing, requesting payment (in cash, cheque or credit card) in accordance with these Terms & Conditions. Further notification will be sent to the defaulting member if any payment remains outstanding.
- ii. A member who has insufficient funds;  
A defaulting member who has insufficient funds will be contacted directly and requested to make payment by card over the phone. In accordance with these Terms & Conditions, further notification will be sent to the defaulting member if any payment remains outstanding.
- iii. A member who provides the incorrect Direct Debit details.  
A defaulting member who has provided incorrect Direct Debit details will be informed by

the Club that payment has not been made. The defaulting member must pay any outstanding payments by cash, cheque or credit card at the same time as providing the Club with the correct Direct Debit details. If such attempt is unsuccessful the Club reserves the right to cancel the membership of the defaulting member.

- iv. Should a member require further guidance on the payment terms please contact the club direct on 01224 893333 or e-mail [info@banksodee.co.uk](mailto:info@banksodee.co.uk)

### **3 Cancellation**

- i. Subject to the provisions of the Membership Agreement, a member may cancel his membership at any time by written request to the Club, by giving 1 full calendar month's notice of the desired cancellation date provided they have been a member for at least three months. Applications received on or before the 7<sup>th</sup> of the month will not be required to pay for the following months subscription. Cancellations will only be accepted if the Club has received a member's written notification within the required notice period. E-mail cancellations will not be accepted. Cancellations can be processed at reception, please complete cancellation form.
- ii. Annual Memberships will automatically expire after 12 full calendar months.
- iii. Membership will automatically be cancelled upon notification of a member's death and the Company will refund any pre-payments made in respect of any remaining months of membership.
- iv. It is the responsibility of the member to cancel his Direct Debit with his bank at the end of his membership and cancellation notice period. The Company cannot be held liable for any payments processed due to the failure of a member to cancel a Direct Debit.
- v. Upon cancellation by a member with an annual membership the Company reserves the right to retain any proportion of the unexpired Annual Payment
- vi. The Company reserves the right to expel from a Club, suspend for a specific period or refuse to renew the membership of any member whose conduct is or may, in the Company's reasonable opinion, be injurious to the character of the Club or amounts to a breach of the Terms & Conditions or where such expulsion is otherwise in the interests of the other members of the Club. Any member so expelled shall forfeit all privileges to Club membership and shall not be entitled to any repayment of his bank and admin fee, Starter Payment, monthly subscription fee or Annual Payment for any period during which his membership is suspended.
- vii. Where a member has outstanding sums due to the Company he will not be permitted to rejoin until he has paid all such outstanding sums.

### **4 Limitation of Liability**

- i. The Company cannot be held responsible for any service or equipment not being available for whatever reason. The Company reserves the right to make alterations to the type of facilities provided, without notice and in its absolute discretion and the Company shall not be liable for any loss occasioned by such alterations except in so far as such loss is by law incapable of exclusion.
- ii. It is the member's responsibility to ensure that he is capable of undergoing a routine of exercises provided by any programme which he/she follows or class which he/she attends. Members are advised to consult their doctor prior to beginning any programme or class if unsure.
- iii. The Company accepts no liability for loss or damage to property of members or guests on the Club premises or in the car park except in so far as such loss or damage is by law incapable of exclusion.

## **5 Membership Cards**

- i. Membership cards remain the property of the Company and the Company reserves the right to retain any membership card if there has been a defaulted payment by the member concerned.
- ii. Any member who loses his card may apply for a replacement at reception. Replacement fee payable at reception.
- iii. The membership card must: be presented and swiped as requested on each visit to the Club, only be used by the person to whom it is issued (abuse will lead to forfeiture) and returned to the Club on the date of cancellation of membership.

## **6 Guests**

- i. Members are responsible for the actions and conduct of their guests at all times and must procure that guests comply with these Terms & Conditions including any local rules or byelaws of the Club. Single session prices will apply to guests

## **7 General**

- i. Members are required to give written notice to the Company of any change of address. Failing such notice, all communications shall be assumed to have been received by the member within 5 days of mailing to the last address notified to the Company.
- ii. The Company reserves the right to refuse admission to the Club.
- iii. The Company may, if a member so wishes, communicate with the member by electronic mail ("email") and by text SMS ("SMS"). By providing an email address or telephone number to the Company the member consents to receiving email and SMS communications from the Company, including notices pursuant to these Terms & Conditions. The member also accepts the risk that email and SMS may not be a secure and confidential means of communication. The Company will not be liable for any loss or damage suffered as a result of communicating with a member by email or SMS.

## **8 Data Protection**

- i. The Company will comply with the Data Protection Act 1998. The Company warrants that, to the extent it processes any Personal Data (having the meaning given to it by the Act mentioned above) on each members behalf:
  - a) it shall act only on a member's instruction; and
  - b) it has in place appropriate technical and organisational security measures against unlawful processing of Personal Data and against accidental loss or destruction of, or damage to personal data
  - c) Every member is entitled to see the information held about them and may ask the company to make any necessary changes to ensure that it is accurate and kept up to date. If a member wishes to do this, please contact the Company.

## **9 Club Opening Times**

- i. Details of operating hours and availability of facilities may vary between the Clubs or from time to time. Notice of any significant variations will be given by the Club to its members.

- ii. The Clubs will be open each day with the exception of the Christmas and New Year official holidays, when opening will be at the discretion of the Club's management. The hours at which the Club will open to members will be published at the Club. Opening hours on other official holidays and during maintenance at the club are at the discretion of the Club's management.

#### **10 Use of Facilities**

- i. A member is entitled to use the Club's facilities providing always that the Club may at any time withdraw all or part of its facilities for any period or periods and with notice, where practicable, in connection with any cleaning, repair, alteration, maintenance or security work or for reasons beyond the control of the Club or the Company.

#### **11 Members' Guests**

- i. Members over 16 years of age may introduce guests to the Club. Members' guests may use the lounge and bar facilities of the Club free of charge. Use of any other of the Club's facilities will be subject to a charge as determined by each Club.
- ii. Members' guests wishing to use the Club's facilities must sign a guest record card and complete a pre-exercise questionnaire at reception on arrival and members must accompany their guests and remain in the Club during the whole of the guest's visit.
- iii. 14 – 16 year olds are permitted to use the club provided they are accompanied by an adult at all times. An induction must be completed prior to exercise.

#### **12 Gymnasium and Fitness Facilities**

- i. All members must complete a Pre-exercise Questionnaire and undergo an initial induction assessment and a basic supervised instruction session before using the gymnasium or exercise studio equipment. Members and guests are advised not to undertake strenuous physical activities without first seeking medical advice if they have concerns over their physical condition. The Club reserves the right to refuse access to the gymnasium and fitness facilities to any member or guest if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of such facilities.
- ii. Members and their guests must notify the Club of any circumstances affecting their health which may be exacerbated through continued use of gym or fitness facilities.
- iii. Members and their guests should not use any piece of gym equipment without prior instruction. Members and guests should ask a member of the Club's gym team how to use new or unfamiliar equipment.
- iv. 14 – 16 year olds are permitted to use the gymnasium and exercise studios only at the times and for the purposes published at each Club. Children are not permitted to use the Gymnasium and may only use the exercise studios for the purpose of scheduled, supervised activities.
- v. Access to the exercise studios may be limited in the event of classes or pre-organised sessions. Details of these will be posted on Club notice boards and will be available from reception.
- vi. Members and guests using the gymnasium are requested to carry a suitable towel for the purpose of cleaning equipment after use. Tissue paper is provided around the centre.

#### **13 Facility Bookings**

- i. Advance bookings may be made for certain facilities at each Club according to the rules of the relevant Club. All bookings must be confirmed on arrival.
- ii. Advance bookings may be made either by telephoning the Club's reception or in person by members quoting their membership number.
- iii. Facility fees, where applicable, must be paid before use of the relevant facility.

- iv. No-show fees, as published by the Club, will be charged where cancellation is not received by the Club at least 24 hours prior to the booked time, where the facility cannot be booked to another member.
- v. All coaching is controlled by the Club and should be arranged with its knowledge and consent. Coaching is undertaken by qualified coaches appointed by the Club and no other coaching is permitted unless advance permission is gained from the Centre Manager of the club. Members are personally responsible for paying professionals for any lessons booked.

#### **14 Tournaments / Social Activities**

- i. The Club reserves the right at any time without prior notice to set aside facilities for tournaments, exhibitions or other social activities.

#### **15 Sauna**

- i. Members and guests with the following conditions should not use the sauna: low/high blood pressure, cardiac irregularities, asthma and pregnancy. If there is any doubt, the member or guest should consult his doctor. Members and guests must shower before and after using the sauna. Swimming costumes must be worn in the communal sauna. For safety reasons no person should spend more than 15 minutes in a sauna. Shaving is not permitted in the sauna.

#### **16 Sunbeds**

- i. Members and guests should prior to their first session familiarise themselves with the HSE advice "Controlling Health Risks from the Use of UV Tanning Equipment" displayed in the sunbed room.
- ii. The Club may request a member or guest to complete a sunbed appointment record card prior to their first session and for all subsequent sessions at that Club.
- iii. In the interests of safety, goggles must be worn while the sunbeds are in use. Children and Juniors (under the age of 18 years) are not permitted to use the sunbeds.
- iv. Members and guests are reminded that the Health and Safety Executive recommends no more than 20 sunbed sessions per individual per annum.
- v. For your hygiene, spray bottles are provided

#### **17 Lockers**

- i. Personal belongings are brought onto the Club premises at the member's risk and the Company does not accept liability for any loss or damage whatever to such items. For security reasons members and guests are advised to store personal belongings and valuables in the lockers, which are provided for the convenience of members. Lockers are provided on a daily basis only and any items left overnight will be removed on the following day.

#### **18 Dress**

- i. Members and guests are requested to wear a form of dress appropriate to the time of day and place on all occasions. In the gymnasium a training top, shorts/legging and suitable shoes are required.

#### **19 Safety & Hygiene**

- i. In the interests of safety and hygiene, no crockery, glass or food are permitted in the changing rooms, gymnasium, exercise studios. No pets (with the exception of guide dogs) are permitted in the Club buildings or grounds. Members and guests must use the main entrance to the Club when entering or leaving the Club. Fire exits, which are clearly marked, are there in the interests of safety and members and their guests must not interfere with these doors for any reason. In the event of a fire alarm, members and their guests are asked to leave via the nearest safe exit and make their way to the outside assembly point. Cars must be parked in the marked areas only and must not block service roads. Smoking is not permitted.

## **20 General**

- i. Members and guests must at all times observe any local Club byelaws and guidelines which may be notified to them from time to time and are requested to comply with any reasonable directions which the management of a Club may issue to ensure the smooth operation of each Club for the convenience of all members and guests.

