



Terms and Conditions

Fitness Memberships

You are able to choose how you pay for your membership with us. A monthly direct debit can be set up with your bank. The payment will come out of your bank on the either 1st working day of each month or the 15th of each month. Alternatively, you can pay for 12 months in advance. Some memberships, whether paying annually or by monthly direct debit, will be subject to a start-up fee that will cover the initial administration of the membership.

Members choosing to pay by monthly direct debit will also pay a pro rata payment. The pro rata payment will be taken from your bank with the first direct debit payment. This pro rata payment covers the period of membership from the day you join until the direct debit has been set up with your bank.

If a direct debit is returned by your bank unpaid, we have the right under BACS regulations to re-present a request for this payment at any point without notice but within one month of the original charge. Unpaid direct debits for memberships may also be subject to a late payment fee, this covers the additional administration involved in requesting the payment of funds for a second time.

LeisureSK reserve the right to refuse entry where membership payments are unpaid.

Membership fees have to be paid for the length of the membership whether the facilities are used or not.

Swimming Lesson Memberships

All swimming lesson memberships are paid by monthly direct debit. The payment will come out of your bank on either the 1st working day of each month or the 15th of each month.

Members will also pay a pro rata payment. The pro rata payment will be taken from your bank with the first direct debit payment. This pro rata payment covers the period of membership from the day you join until the direct debit has been set up with your bank.

Swimming memberships are also subject to a start-up fee that will cover the initial administration of the membership.

If a direct debit is returned by your bank unpaid, we have the right under BACS regulations to re-present a request for this payment at any point but within one month of the original charge. Unpaid direct debits for memberships may also be subject to a late payment fee, this covers the additional administration involved in requesting the payment of funds for a second time.

LeisureSK reserve the right to refuse entry where membership payments are unpaid.

Swimming lessons run for 50 weeks of the year with a 2-week break in swimming lessons at Christmas, this is taken into account when pricing memberships – the cost of 50 weeks of lessons is evenly spread across the 12 months. Therefore, no credits or refunds will be due when the Christmas closure occurs.

Membership fees have to be paid for the length of the membership irrespective of attendance in lessons.

Junior Memberships

Junior fitness members will have certain gym sessions available to them at restricted times. Please check at your centre for further details.

Group exercise classes are not available to junior members.

Multi-Site Use

All members of Bourne Leisure Centre, Stamford Leisure Centre and Deepings Leisure Centre will be entitled to use whichever of these 3 sites they wish. Should you wish to use Grantham Meres Leisure Centre on one of these memberships, it will be necessary for you to upgrade your membership or be charged the Pay-As-You-Go rate for that particular activity.

Members of Grantham Meres Leisure Centre can use all 4 leisure centres within their membership.

Membership Cards

All customers are required to present their membership card on each visit to the facility. The card remains the property of LeisureSK. In the event that you lose your card, a replacement will be made available at a nominal charge. The card may only be used by the person to whom it has been issued.

Use of Equipment

Whether or not you have undertaken an induction, if you are uncertain of how to use equipment in a safe and proper manner you should ask a member of staff on duty for proper instruction. You should not use equipment unless and until you are satisfied you are competent to do so.

You should always use equipment and facilities in a safe manner without causing risk of injury to other centre users or in a manner likely to damage the equipment.

Obligations

You must comply with all rules and regulations made by the LeisureSK in connection with the centre, whether these rules and regulations be printed on notices, on the website or instructed by a member of staff. Failure to do so may result in you being excluded from activities and potentially having your membership terminated.

Programmed & Bookable Activities

Some activities will require booking in advance. If you are unable to attend such bookings, we request that you cancel as soon as possible. If you cancel within 2 hours of the start time for the booked class or activity, or do not attend but fail to cancel, you will be subject to a penalty charge of £1.00. This will also stop you making future bookings until this penalty charge is paid.

Where we need to change or cancel a class or activity, we will aim to notify you within the same period.

Change of Details

Should your personal details change, please notify us immediately. The details we hold for you will be used to communicate electronically or by letter with you as per BACS regulations.

Prices

Prices are reviewed periodically and may be done so at any point during your membership. We will provide a minimum of 5 working days' notice before a price is increased.

Valuables & Personal Belongings

Valuables and personal belongings are brought onto site entirely at the customers' own risk. This is true at all times, whether or not they are locked in any lockers provided at the Centre.

Disruption

It may be necessary to undertake maintenance to the facility and its equipment at any time during your membership. Where we have to alter hours of business or change activity programmes, every attempt will be made to provide advance notice and to minimise disruption and inconvenience. Where possible we will provide other activities or encourage use of other centres within the membership, but no refunds will be provided for short term disruption. For swimming lessons, credits will be offered for any missed lessons and we will attempt to provide "catch up" lessons as soon as is practicable.

Where the centres are closed for prolonged periods of time over a month, we will automatically put your membership on suspension – please do not cancel the direct debit as this simply removes the payment method from the membership and is likely to result in additional fees.

Medical Conditions & Illness

It is your responsibility to inform us of any medical conditions which affect you, or your child in the case of swimming lessons, if you feel they may impact you when in the centre. It is also your responsibility to obtain medical advice as necessary. Please refer to the Health Commitment Statement for further information.

For swimming lessons, any pupil suffering from any infectious ailment or condition will not be allowed to participate in the lesson. It is the responsibility of the pupil and his or her parent to ensure that they are fit and well enough to participate in lessons. LeisureSK will not accept liability for any infection passed by one pupil to another.

In the event of a pupil suffering long term illness LeisureSK shall at its sole discretion, and with supporting medical evidence, offer a credit for lessons missed. This is assessed on a case by case basis and the company should be notified as soon as a student is unable to attend.

Swimming Lessons

Pupils, parents, guardians, siblings or all other associates, must observe the centre's entry rules. Under no circumstances should pupils enter the pool hall until a teacher is present. Pupils must be on the poolside no less than 5 minutes before the commencement of each lesson and should be collected from the pool no more than 5 minutes after the lesson has ended. No minor will be released until they are collected by an adult. Parents or other responsible adults must remain within the centre for the duration of the lesson.

No refund or "catch-up" lesson will be offered where a pupil fails to attend or is refused permission to attend a lesson. However, in the event of a pool closure, customers will be provided with a "catch up" lesson to replace the missed session. If a pool closure is likely to affect swimming lessons in the long term, every effort will be made to offer space at another pool within the area.

LeisureSK cannot guarantee lessons will be conducted by one teacher throughout the course or membership period. All teachers are ASA or STA qualified and have completed all necessary DBS checks.

LeisureSK reserve the right to change the day and time of lessons as necessary.

In the event a pupil, his or her parent or guardian, refuses to obey an instruction from a teacher or behaves in an unruly manner towards a teacher, member of staff or other pupil, or causes damage, the pupil shall not be permitted to continue with lessons and the membership will be terminated.

Recording, filming or photographic equipment including mobile phones with camera facilities may not be used for any reason.

Membership Suspensions

As a benefit to membership, we offer the opportunity to temporarily suspend or 'freeze' your membership in the event of prolonged absence such as serious illness or injury. This benefit is for fitness memberships only as we cannot hold swimming lesson spaces open.

This benefit is for full calendar months only and available for a minimum of 1 calendar month up to a maximum of 3 calendar months in any 12-month period. It carries a reduced fee of £5.00 per member per month.

Membership suspensions can only commence after the first direct debit and pro rata payment have been taken. We also require at least 5 working days to process a membership suspension before the next direct debit is due to be taken.

At the end of the 'frozen period' your monthly direct debit will revert to the appropriate fee automatically.

Months during which your membership is on suspension do not count towards the minimum term of your contract. For example, should you suspend your membership for 3 months during the initial 12-month term then the minimum term will increase to 15 months.

Members who pay in advance will have the equivalent of the 'frozen period' added to their membership.

Cooling Off Period

A 14-day cooling off period is offered to all new members. Should you for any reason wish to terminate your membership within 14 days of joining, we will do so immediately and without further payments being taken irrespective of contract length. We reserve the right to retain the administration fee and will not refund any payments already made.

Minimum Term Contracts

Some of our memberships include a minimum term contract, this is the minimum number of monthly payments we require before your membership can be cancelled. Once you have completed your minimum term, your membership will automatically revert to a month by month membership until you inform us of your wish to cancel.

Cancelling your Direct Debit Membership

Should you wish to cancel your direct debit membership, you are required to provide no less than one full calendar month's notice. Any payments due within this period will be made with your membership or swimming lessons finishing at the end of the payment period.

Your membership cannot be on suspension for your calendar month's notice, therefore the final payment must be a full monthly payment.

If you joined on a membership with a minimum term contract, you will be unable to cancel this membership until you have completed the minimum term. However, there are exceptions to this because we recognise that circumstances change which are sometimes outside of your control. In such an event, please contact your chosen leisure centre for further advice.

It is always your responsibility to properly notify us of cancellation, pay any outstanding fees and cancel your own direct debit instruction once we have confirmed your membership is cancelled.

Membership Administration (Overdue Payment, Suspensions and Cancellations)

At LeisureSK we want to make the administration of your membership as simple as possible. To do this, we use an authorised third party company called DFC to manage our membership Direct Debit Services. They are a specialist bespoke partner working on behalf of LeisureSK, and are fully compliant to Trading Standards, PCI, FSA scrutinised and their security continuously operates to its highest standards.

1. Payments

DFC Customer Services Department 01908 422007

Open times:

Monday – Friday 9.00am – 5.00pm

Saturday 9.00am – 4.00pm

Or email: info@debitfinance.co.uk

Or complete a Contact Form via DFC website by going here:

<https://www.debitfinance.co.uk/existing-customer-enquiry/>

If you simply want to pay off any outstanding fitness or Swim School subscription fees please follow the link below:

<https://www.debitfinance.co.uk/payments/login.php>

2. Cancellation of Subscriptions and Membership Suspensions

Members who wish to cancel or suspend their subscription must complete the following form here:

<https://bit.ly/31ppHA6>

Once you've submitted all your details, you will receive an automatic confirmation email. This does not mean that your request has been actioned. We will check your request within 3 days and, subject to our terms & conditions, will action your request and then confirm back to you.

Termination

We expect our members to behave in a considerate manner and will not accept any aggressive behaviour towards other members or our staff. We reserve the right to refuse admission for members behaving in such a manner and may terminate your membership if necessary.

We will also terminate your membership if any fees remain unpaid for 30 days or more.

We reserve the right to terminate your membership should any information be provided to LeisureSK in the application process which, had we known the information to be false, would have reasonably affected our decision to offer membership.

In all cases, it shall be at the discretion of LeisureSK whether any refunds will be due.

Variations

LeisureSK may from time to time vary the terms of the membership if it is obliged to do so by any applicable Regulations and/or Relevant Legislation, or if it is necessary to do so in the best interests of the centre and the proper management of the centre. Except where it is not lawful or reasonably practicable to do so, variations will only be effective upon us giving you fourteen days' notice. Any variation to membership terms and conditions, pricing changes or operational updates shall be displayed in Centre.

Privacy Policy

For details of how LeisureSK will use the personal information you provide, please see our privacy policy on our website.

Personal Property, Injury, Illness and Death

Subject to the final paragraph of this section, we will not compensate you for any loss or damage you may suffer where the same is attributable to:

- (i) Your own fault
- (ii) A third party unconnected with our provision of services under this agreement; or
- (iii) Events which neither we nor our suppliers could have reasonably foreseen or forestalled even if we had taken all reasonable care.

Nothing in these terms and conditions is intended to limit or exclude our liability for death or personal injury caused by our negligence or for fraud, fraudulent misrepresentation or any other liability which cannot be excluded by law.