

Your details:

Title

First name

Last name

DOB

Gender

Company name

Your contact:

Telephone number

Alternative

Email address

Home address

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.....

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Postcode

Sign here:

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Health Agreement Declaration

It is important to understand, read and agree to our Health Agreement Declaration which is enclosed.

I agree to the Health Agreement Declaration

Please tick:

☐

Terms of membership

It is important to understand, read and agree to our Terms and Conditions which is enclosed.

I agree to the Terms and Conditions

Please tick:

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You are primarily responsible for your health and wellbeing whilst using our facilities. In order to ensure that you enjoy them safely, we expect the following of each other:

You warrant, declare and acknowledge that:

1. The information provided by you when entering into this agreement is correct and will be relied upon by us.
2. To the best of your knowledge and belief, you are in good health and not knowingly incapable of engaging in either active or passive exercise. You also believe that such exercise would not be detrimental to your health, safety, comfort, well-being or physical condition. Furthermore, you will advise us immediately should your health or vulnerability to injury change.
3. If you have a medical condition which will benefit from regular exercise, and have spoken with your GP who has approved this.
4. Only use equipment you know how to use safely. If you are unsure, seek advice from one of the Fitness Instructors.
5. Familiarise yourself with any rules and instructions on how to use equipment, including all warning notices displayed. This includes engaging all available safety features prior to use.
6. Let a members of staff know immediately if you feel unwell while exercising.
7. You have read and understood this agreement and all of its terms and conditions before accepting them.

From us:

1. Whilst we will respect your training regime, we reserve the right to ask you not to exercise beyond what we reasonably believe to be your personal ability.
2. We shall endeavour to maintain a safe environment for you to enjoy your exercise.
3. We shall endeavour to ensure that our Fitness Instructors are qualified to fitness industry standards.
4. We shall endeavour to maintain high standards of hygiene throughout our leisure centres.
5. We shall keep information regarding your health and wellbeing confidential at all times.

Induction

Members have their own individual level of experience and ability when exercising. For this reason, we do not enforce a formal induction on all equipment prior to use of our facilities – we give our members the choice as to the level of induction they receive, and when this takes place. To book in for a gym induction or programme, please contact the centre who will book you in for an appointment with one of our Fitness Instructors. Alternatively, if you have any questions as to what level of induction you may need, please contact the centre and ask to be put through to a member of the gym team, who will answer all your questions and discuss the best option for you.

1. DEFINITIONS

- 1.1 Exeter Leisure or We or Us or Our: Exeter Leisure, Exeter City Council, Civic Centre, Paris St, Exeter, EX1 1JN
- 1.2 Member or You or Your: Member of Exeter Leisure
- 1.3 The Centre/Centres: the members leisure centre operated by Exeter Leisure, namely Riverside Leisure Centre, Pyramids Swimming & Leisure Centre, Wonford Sports Centre, Isca Centre, Exeter Arena, Northbrook Swimming Pool.

2. MEMBERSHIP TERMS AND CONDITIONS

- 2.1 Our Exeter Leisure Membership agreement is offered as either a flexible direct debit agreement or a paid in full annual agreement. Members who elect to pay in full will be entitled to 12 months access for the price of 10.
 - 2.1.1 A flexible direct debit agreement is defined as a membership agreement with no fixed term that can be cancelled within the required notice period.
 - 2.1.2 A paid in full annual agreement is defined as a non-refundable agreement which is valid for 12 months from the start date.
 - 2.2 Our Exeter Leisure Membership fall into the below categories;
 - 2.2.1 Exeter Leisure Choices – individual membership available for those over the age of 16 years. Choice of a single base membership with the option to add additional activities at further cost.
 - 2.2.2 Exeter Leisure Junior – all-inclusive individual membership available for those to up to the age of 16 years
 - 2.2.3 Exeter Leisure Family –up to two adults (over the age of 18) and up to 3 children can join together. All-inclusive membership, excluding St Sidwell's Spa.
 - 2.2.4 Exeter Leisure Annual – paid in full, individual membership for a single activity for those over 16 years of age.
 - 2.3 Direct Debit payment will be taken on the 1st of every month. A £15 default fee will be charged each time one of the direct debit payments that we are collecting fails.
 - 2.4 The price of your membership will be set out in the current price list at the date of your membership. Exeter Leisure will review membership fees periodically and reserves the right to change the membership rate.
 - 2.5 Your membership will commence on the 'Start Date' (as defined at point of joining), after which time you agree to be bound by the terms and conditions stated in this contract along any other applicable terms and conditions of Exeter Leisure.
 - 2.6 We will assign you a membership number when we accept your application for membership.
 - 2.7 We will continue to deliver membership services to you provided you do not breach any of our Terms and Conditions.
 - 2.8 We will inform you a minimum of 2 weeks in advance of any increase in the price of your membership, by email in the first instance then by letter.
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- 2.9 It is the member's responsibility to inform Exeter Leisure of any changes to your contact details including address, telephone number and email address so that such communications may be made.
- 2.10 By utilising a promotional code or participating within a membership promotion on a flexible membership, you agree to pay the minimum of one month(s) direct debit in the case of cancellation. If cancelling before this period we may immediately cancel your membership within this promotional period, or otherwise raise a charge of one month to cover the promotional period. If the contract terms are not followed legal proceedings may be taken and administration charges will apply.
- 2.11 Exeter Leisure reserve the right to update and/or amend the terms and conditions as necessary without prior notice.
- 2.12 Members joining online are entitled to a 14 day cooling-off period.
- 2.13 All new members must sign our Health Commitment Statement prior to using the gym. New members are strongly advised to complete an induction before exercising.

3. EXETER LEISURE JUNIOR

- 3.1 The Exeter Leisure Junior membership includes the following terms and conditions;
- 3.1.1 Teen Gym is available for those over the age of 11 years of age at the designated times set by the centre.
- 3.1.2 Racket sports are available for those over the age of 8 at the designated times set by the centre.
- 3.1.3 Exeter Arena track is available for those over the age of 11 at the designated times set by the centre.
- 3.1.4 Swimming lessons run 50 weeks of the year. You will be notified of the exact dates by email. Dates are subject to change at the discretion of Exeter Leisure.
- 3.1.5 Exeter Leisure Junior membership is paid for monthly in advance.
- 3.1.6 Any payment more than 7 days overdue may result in your place in swimming lessons no longer being held.
- 3.1.7 Exeter Leisure are unable to offer refunds for lessons missed due to illness or any other reason.

4. CANCELLATION

- 4.1 The member can, at any time, cancel their membership by providing us with a full calendar month notice. Cancelling your direct debit instruction for the payment fees is not sufficient and does not constitute service of written notice. All membership fees will be payable up to the date of cancellation.
- 4.2 Annual memberships will automatically cancel at the end of the 12 month period, unless renewed by the customer. No refund will be offered in the event a member cancels before the end of their term.
- 4.3 If you wish to cancel your membership agreement with us you must do so by emailing exeterleisure@servicetsg.com Once processed you will receive confirmation of the cancellation via email. This will act as the start of the notice period and you can then cancel your direct debit instruction at your bank. If the cancellation terms are not followed legal proceedings may be taken and administration charges will apply.
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- 4.4 Where a Direct Debit has failed or a member has purported to have cancelled their Direct Debit without prior agreement, the membership shall be suspended until payment is received. Any member who falls behind in payments for more than 1 calendar month will forfeit their membership. Upon failure to make payment, subsequent reinstatement of the membership or any future membership will be subject to the outstanding membership fees being paid in full. If the contract terms are not followed legal proceedings may be taken and administration charges will apply.
- 4.5 We reserve the right to cancel any membership at our sole discretion and without paying compensation.

5. MEMBERSHIP FREEZE REQUESTS

- 5.1 In exceptional circumstances and at our discretion you may be allowed to freeze your direct debit for an agreed period (up to a maximum of 6 months) for a fee of £5 per month.
- 5.2 During a membership freeze, no further membership payments will be taken and you will not have access to any of our facilities. Your membership will not be cancelled. Payment and access will reinstate at the end of the freeze period.
- 5.3 This request must be made via email to exeterleisure@servicetsg.com stating the reason for the freeze and including if necessary, supporting medical evidence. Once processed you will receive confirmation via email of whether the freeze period has been accepted or not - this must be retained as proof. We reserve the right to decline your application and apply an administration fee for dealing with such requests.

6. OUR RIGHTS TO END THE CONTRACT

- 6.1 If you do not comply with the terms of this contract and fail to pay for the membership services, within 7 days of us reminding you that payment is due, we may suspend your membership until you have paid the outstanding amounts. We will contact you to tell you we are suspending your membership. We will not charge you for your membership during the period for which it is suspended. As well as suspending your membership, we can also charge you interest on your overdue payments.
- 6.2 We may end your membership at any time by writing to you if;
- 6.2.1 you 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.
 - 6.2.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the membership services
 - 6.2.3 you breach any of the terms and conditions applicable to your membership. We also reserve the right to remove you from the facilities should we deem this an appropriate action.
- 6.3 You must compensate us if you breach the contract. If we end the contract in the situations set out in clause 5.2, we will refund any money you have paid in advance for the membership services we have not provided, but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of you breaking the contract.
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7. BOOKING AND ATTENDANCE

- 7.1 All activities require advanced booking via our online booking system at Exeter.gov.uk/leisure, or the Exeter Leisure App to guarantee availability and ensure that we are able to operate in accordance with Covid-19 safety guidelines. Members are permitted to book up to 7 days in advance, for a maximum of one hour per activity.
- 7.2 Please make every effort to cancel your booking via our online booking system if you are unable to attend a booked session. Cancellation of reserved sessions is permitted, provided that such cancellation is made at least 2 hours in advance of the activity start time. Failure to attend a booked activity without giving the required notice, 3 times within any 30 day period, will result in the loss of advanced booking rights for 1 week (7 days).
- 7.3 You must arrive promptly at the start of your session time and leave promptly at the end. If you arrive outside of the start of your booked session, we are unable to extend your session time. All session times will commence from the start of the booked session, not upon arrival.
- 7.4 For safety reasons, customers will not be permitted to access group fitness classes once the class has commenced.
- 7.5 If you or a member of your household are exhibiting symptoms of COVID-19 you shall not attend your booked session and shall follow the latest government guidelines on isolation and reporting. You must not attend the leisure centre until it is safe to do so.
- 7.6 At all times during your attendance, you must conform to the displayed instructions and any verbal instructions given by staff regarding social distancing, the use and cleaning of equipment, the use of the swimming pool and any other area inside or outside the facility.
- 7.7 Children under three years of age have free access to our swimming pools when accompanied by a member who is aged 18 or over.

8. LEGAL RIGHTS

Nothing in these terms will affect your legal rights.

9. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 9.1 Exeter Leisure shall not be liable for loss or damage to your property that may occur at the Centre(s) other than any liability that arises from our negligence or failure to take reasonable care.
 - 9.2 Exeter Leisure shall not be liable for any direct, consequential or indirect losses, and any costs resulting from debt recovery actions.
 - 9.3 Exeter Leisure or limit in any way our liability to you where it would be unlawful to do so.
 - 9.4 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim or action made against you in connection with the recovery of any costs in respect of all claims relating to debt recovery actions brought by us arising out of this contract.
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10. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our [Privacy Policy](#).

11. IDENTIFICATION

- 11.1 All customers and members are required to show their access control cards/wristbands membership card at reception/swipe through the fast track access point on arrival at the centre. Members may be refused free entry into health and fitness activities without a valid card.
 - 11.2 A photograph will be required upon joining/upon first visit for identification purposes.
 - 11.3 Access control cards/wristbands are non-transferable and must only be used by the registered member.
 - 11.4 Only the registered member can make centre bookings.
 - 11.5 Any lost/damaged access control cards/wristbands will be replaced at the member's expense.
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