

 **Doncaster Culture and Leisure Trust Terms & Conditions**

**Company information**

Doncaster Culture & Leisure Trust is Registered in England and Wales No 4410993 VAT Number 847 3000 45 Registered Charity No 1103465

1. **Membership**
	1. Your Membership is with Doncaster Culture & Leisure Trust (DCLT) and your Direct Debit (DD) is collected by DCLT.
	2. These Terms and Conditions, along with our Privacy Policy, form a legal, binding agreement with us, replacing any previous terms and conditions so please make sure that you read them carefully and understand them.
	3. Your membership commences on the start date set out on your membership confirmation email which you will receive once you have selected one of our membership plans.
	4. When paying by Direct Debit, an initial pro rata payment will be required to cover the period up to your first DD payment with a **minimum commitment of 12 instalments** (Youth, Youth Plus and swimming lessons exempt).
	5. Following the 12 instalments, payments will continue to be collected monthly on or around the same date every month until we receive at least 1 months’ written notice to cancel, by emailing contact@dclt.co.uk or by post to Contact, The Dome, Bawtry Road, Doncaster, DN4 7PD.
	6. Swimming lesson, Youth and Youth Plus packages do not have a minimum term. Please see 3.12 for cancellation instructions. If your package is age related refer to point 2.10.
	7. We offer various membership plans to persons aged 11 and over.
	8. Your membership is personal to you. **You cannot transfer it to another person including your membership card.**
	9. Fitness memberships are reciprocal across all fitness and swimming venues and memberships are not specific to a venue.
	10. We are not responsible for or will not refund you if you later change to a discounted concessionary membership that you were previously eligible for.
	11. When we make changes that may affect your membership, we will give you notice of the changes we plan to make communicating with you using the address/email address you have given us, giving one full calendar month notice where possible. If we make changes to your membership fee, clause 2.5 will apply.
	12. Your membership with us is governed by the laws of England and Wales. You agree that all disputes relating to your membership and our agreement with you which we are unable to resolve between us will be subject to the exclusive jurisdiction of the courts of England and Wales.
2. **Fees and payment**
	1. You must pay a pro-rata payment to commence your membership then monthly direct debit payments which will be determined by your chosen membership package.
	2. Monthly fees are payable even if you do not use the centre/course.
	3. All public holidays are inclusive of your membership price.
	4. Monthly instalments will be due on the date you have selected or the next available working day.
	5. After the 12 months minimum term (unless your membership if for swimming lessons, youth or youth plus packages), we may increase the price of your membership. If we do, we will write to you at the email address you have given us and provide as much notice as possible but no less than 1 month’s written notice.
	6. We may charge you additional fees to cover our administration charges if we have to deal with any of the following :
* the account details you have given us for the direct debit are wrong;
* you have cancelled your direct debit without giving us the correct notice period;
* there is not enough money available in the account; or
* you have falsified a Direct Debit Indemnity Claim.
	1. If any direct debit payments are overdue, you will be denied access to any DCLT venues or activities that your membership permits. Once your payments are up to date, access will be reinstated to DCLT venues.
	2. You will still have to pay all monthly membership fees for the duration of the commitment period and required instalment amounts.
	3. If you believe DCLT have mistakenly charged you for a different membership, please get in touch as soon as possible. If DCLT have overcharged you, you will be refunded the difference in price. We may appoint a debt collection agency to collect any payments you owe us, and you may have to pay any costs associated with this, including legal and court costs and interest.
	4. Should your eligibility change for an age restrictive package your price will automatically be changed, and DCLT will give days’ notice before the price change takes effect. (Youth & Youth Plus Memberships, Vital on request).
	5. You will have access to certain facilities depending on your membership. Please visit the DCLT website for more details on what is included in your membership.

**Third party payment**

* 1. If your direct debit is being paid by someone else, you agree that:
* you have their consent to provide their details for payment;
* it is your responsibility to ensure that all payments are made;
* DCLT has a contract with you, as the member, not the person making the payment; and
* you agree to these Terms and Conditions, including consequences of late or non-payment.
1. **Cancelling Your Membership**

**Your right to cancel or freeze your membership**

* 1. You have the option to freeze your membership. This means your monthly direct debit payments will be paused and you will not access to any DCLT venues or activities until you un-freeze your membership. You can freeze your membership for a maximum of 6 months.
	2. You have the right to terminate your agreement within the first 14 days of the commencement of this agreement and receive a full refund. If you exercise this right, your membership will cease immediately and you will no longer have access to any DCLT venues or activities.
	3. The 14-day cancellation period commences the day of your membership start date, which is stated on your Direct Debit confirmation, this is called the ‘cooling-off period’.
	4. If you choose to cancel within the cooling off period, we will give you a full refund when you have emailed contact@dclt.co.uk with your intention to cancel during the cooling off period.
	5. After the cooling-off period you can only cancel your membership by providing at least 1 months’ written notice, by emailing contact@dclt.co.uk or by post to Contact, The Dome, Bawtry Road, Doncaster, DN4 7PD.
	6. You may cancel without penalty within the 12 month minimum term if any of the following apply.We will require you to provide supporting documentation of proof, satisfactory to us and in accordance with sections below if you cancel for any of the following reasons:
* Pregnancy;
* Serious illness/Injury If you develop a medical condition which prevents you from using the services on an ongoing basis an appropriate medical practitioner must provide written evidence that this is so;
* If you move away from the City of Doncaster by a distance which we consider, at our sole discretion, to be too far to travel to the services for regular use. We shall require evidence/Supporting documentation that such a move has taken place;
* Redundancy- If you lose your employment and are unable to keep up the repayments as a result, you must produce supporting documentation and initially we shall be prepared to suspend payments for two months and review with you your financial situation thereafter including the option of a payment plan;
* If we significantly reduce the opening hours or facilities at a venue, unless this is temporary and we need to do so for health and safety reasons, for maintenance or for improvements that will benefit a majority of members – in any such case we will offer other facilities at other DCLT venues.
	1. If you cannot provide satisfactory supporting documentation, for example you cannot prove the date of postage/email of your cancellation notice, we will not be able to cancel your membership and your membership may continue unless and until you do provide us with a proper and effective cancellation notice.
	2. You may not be able to use any of our venues whilst your membership is frozen.
	3. Swimming lesson memberships cannot be frozen or suspended due to limited capacities and high demand, should you wish to retain your place then you must maintain your monthly payment.
	4. Once you have received confirmation of your cancellation request and your last payment has been taken it is your responsibility to ensure the direct debit is cancelled with your bank.
	5. Fitness and Golf packages, you can cancel your membership by giving notice of one month (representing one further Direct Debit Payment) in writing to Contact Centre (e-mail contact@dclt.co.uk). 01302 370777
	6. Swim memberships, youth or youth plus packages can be cancelled with immediate effect, in writing to Contact Centre (e-mail contact@dclt.co.uk). On receipt of the cancellation, no further payment will be taken no further classes can be attended and no refunds will be given for direct debit collections prior to this date,
	7. Notwithstanding clause 3.6, fitness Memberships cannot be cancelled prior to the agreed term (12 instalments).
1. **Our right to cancel or freeze your membership**
	1. We may cancel your membership at any time by giving as much notice as possible.
	2. We may freeze your membership at any time, we will not charge you monthly membership fees while your membership is frozen or cancel your membership without giving you notice. You may not be able to use any of our venues while your membership is frozen.
	3. We may cancel your membership in the event that any of the following occur, including but not limited to:
	* You seriously or repeatedly break the conditions of your membership;
	* You allow another person to use your membership card to gain access to any of our venues, unless you have notified us in writing in advance that your membership card has been lost or stolen;
	* If you use offensive, abusive or discriminatory language or use or threaten violent, offensive or intimidating behaviour or conduct at any of our venues;
	* If your behaviour or conduct does or, in our reasonable opinion may, put our employees and/or other members and/or guests at risk;
	* You attempt to provide, offer, engage in, advertise or promote, whether or not for payment or other reward, at any of our venues or other facilities any activities or services which do or may compete in anyway with any activities or services provided, offered, engaged in, advertised or promoted by us or our authorised personnel, including but not limited to personal training or other training, coaching or instruction to any individual or group.
	* If we receive official notice (for example, from the executors of your Will or from your bank) that you have died, we will immediately cancel your membership.
	1. If we cancel your membership for any of the reasons listed in clause 4.3, we will not allow you to join any of our venues in the future and you will not be allowed to enter any of our venues.
2. **Venue/Course Rules.**
	1. You must comply with the rules/etiquette of all venues which forms part of this agreement. Failure to comply will result in you being asked to leave the venue. Continued failure to comply may result in your membership being cancelled.
	2. We may change the rules/etiquette at any time.
	3. All persons must be able to prove membership and eligibility issued by DCLT, for the venue they attend and the facilities/activities they use.
	4. We reserve the right to close a venue at any time, for any reason for either full or partial closure. In any such case we will offer other facilities at other DCLT venues.
	5. For golf, limited play on the course may be necessary to protect the Course, temporary tees and greens and maintenance work.
	6. For golf, bad weather through November to March is inevitable and playing restrictions are considered to be an acceptable part of playing winter golf. It is not an attainable target for our Course to be open all year, but we do strive to extend the amount of play possible. All members must adhere to the local course rules, regulations, and all reasonable instructions from officials.
	7. Before using any equipment, you must read and agree to the Health Commitment Statement which is displayed on the DLCT website and will be presented to you during the membership sign-up process and have a supervised Activation session. This can be booked by logging on to your account on the DCLT website or mobile app. It is your responsibility to ensure you have been inducted on the safe use of all eligible equipment. For members on a Youth package, it is the responsibility of the parent/guardian to ensure the young person has been inducted on all equipment used. This service is provided by DCLT free of charge.
	8. We can refuse access to the venues facilities if we consider your health to be adversely affected by the use of such facilities. In such circumstances you will be referred to your GP.
	9. By using any facilities at any venue, the member is deemed to be fit and able to participate in the activities offered. If in doubt, it is the responsibility of the member and (for Youth members) their parent or guardian to seek advice from their GP or other medical practitioner before using any facility or participating in any activity.
	10. Where taking part in any physical activity the member is responsible for monitoring their own physical condition throughout their use of our venues. In the event of any unusual symptoms occurring, the member should inform a member of our staff immediately.
	11. Facilities may open/close earlier during public holiday periods. Facilities may also close for occasional special events. Notices will be displayed in the centre in advance notifying customers of any changes. No refunds will be available for these periods.
	12. We regularly review our activities, programmes and timetables approximately every 12 weeks to ensure activities are viable to run and are meeting our expectations. DCLT reserve the right to change the activity programme relating to activity cancellations or the introduction of new sessions.
	13. We may need to close a facility or part of it for repair/refurbishment on the grounds of health and safety or improving customer service.
	14. Any class or activity may also have to be cancelled due to unforeseen instructor unavailability. In the above circumstances we will use our best endeavours to:
* Give as much notice as is reasonably practicable by displaying notices in the venue; and
* Where possible, arrange for alternative facilities during a period of closure.
	1. Your membership does not give you priority over other users or guarantee the availability of facilities.
	2. Promotions do not apply to existing members.
	3. Swimming is available during public sessions only, excluding Big Splash.
	4. Members who use multi sites will require a familiarisation session at each Centre which can be booked by logging on to your account on the DCLT website or mobile app. AThis service is provided by DCLT free of charge.
	5. All members must use the equipment and facilities in the correct manner according to instructions and/or induction/Activation training. We are not responsible for any injury or loss the member may suffer, as a consequence of misuse of the any equipment.
	6. **Membership Cards**
	7. You must submit your membership card at respective access points and turnstiles when accessing facilities; otherwise, we will charge you the standard casual rate.
	8. To collect a membership card, you must provide ID. All members must have their photograph taken for identification purposes; this will be stored on DCLT database. This information will solely be used by DCLT and will not be released to any third parties.
	9. If you lose your membership card, we will charge a fee to replace it.
	10. If you forget your membership card you will not be able to gain entry unless you pay the standard casual rate for days access.
1. **Young Members and Children.**
	1. For young members(inclusive) the parent or guardian must sign the agreement on your behalf. By signing this agreement, your parent or guardian agrees to be responsible for your behaviour and actions at all times and to pay us any amounts that are due on your behalf.
	2. Youth Fitness members must have their membership agreed by a parent/guardian and must undertake an Activation upon joining.
	3. Youth Fitness members are only permitted to use equipment highlighted by safe to use stickers and that Youth Members have been safely and correctly shown how to use.
	4. Youth Fitness members can access the club between on the times stated on the DCLT website, applicable to the club.
	5. Parents can attend with their child providing both parent and child have paid access, have received an Activation and have acknowledged the Health Commitment Statement.
	6. The drop off and collection is the responsibility of the Parent or Guardian.
2. **Data protection and confidentiality**
	1. We will only process personal information you give us in accordance with the applicable data protection laws and DCLT’s Privacy Policy. You can see our full privacy policy on our website at [www.dclt.co.uk/privacy-policy/](http://www.dclt.co.uk/privacy-policy/). This includes information on how we protect your information, who we are allowed to give it to and how to exercise any of your rights in relation to it.
	2. We will keep any medical information you give us confidential and secure and only pass it to, those involved with your programme or treatment.
	3. By joining one of our membership options, you are giving us permission to share relevant medical information that relates to your health goals between members of our staff.
	4. It is important that we hold the most up-to-date contact details for you. You are responsible for keeping all your personal contact details and choices for how you want to receive marketing materials up to date.
3. **Liability**
	1. When carrying out any Activation, refreshers, or familiarisations, we may identify potential problems with you taking part in exercise and recommend that you seek and obtain medical advice. We are not responsible if you ignore our recommendations and continue to exercise at any of our venues.
	2. You should consult your doctor before you start any exercise, exercise programme or class you attend and/or if you are not sure whether it is suitable and/or if you have a pre-existing illness or medical condition.
	3. DCLT cannot guarantee that all the facilities at any venue are always available due to maintenance issues and facility or equipment breakdowns or malfunctions.
	4. We’re responsible for losses you suffer caused by us breaching the agreement unless the loss is:
* your own fault or something you could have avoided by taking reasonable action, including following any instructions for use or access;
* the fault of someone else who is outside of our control or who is not connected with providing our services under these terms and conditions;
* events outside of our control or which we could not have known about prior to their occurrence even if we had taken all reasonable care.
	1. We can make changes to the type of facilities we provide, and we will give you notice (where possible we will provide reasonable advance notice) of any such changes.
	2. You must make sure that you can do the exercise provided by any exercise programme you follow or any class you go to.
	3. Any personal belongings you leave in the lockers, changing rooms and/or in the car park are left at your own risk. We cannot accept liability for theft or for loss or damage to your property in the venue or the car park unless that theft or loss or damage was caused by our negligence. It is your responsibility to ensure that your valuables are kept secure and that you use the lockers provided. Wherever possible, you should avoid bringing in valuables or large amounts of cash into venues.
1. **Force Majeure**
	1. If we cannot provide all the services and facilities of your membership for 30 consecutive days or more, or services and facilities are significantly reduced for 30 consecutive days or more, for reasons or events beyond our reasonable control, we can cancel your agreement immediately and no further payment will be taken. By law, we do not have to pay you compensation in these circumstances. However, we will try, where reasonably possible, to let you use another venue. Reasons or events beyond our reasonable control could include, but not limited to
* Natural disasters,
* Government actions,
* War
* National/regional emergency
* Acts of terrorism
* Protests/Civil Unrest
* Riots
* Fire
* Explosion
* Flood
* Epidemic/Pandemic
* Strikes or other labour disputes (not relating to our workforce)
* Inclement Weather