

Doncaster Culture & Leisure Trust (DCLT)

Terms & Conditions - Memberships and Subscriptions

1. Company Information

Doncaster Culture & Leisure Trust (DCLT) is a company limited by guarantee registered in England and Wales (No. 4410993) and a registered charity (No. 1103465). VAT No. 847 3000 45.

2. About These Terms

2.1 These Terms and Conditions apply to all paid arrangements between you and DCLT.

2.2 They cover three different types of agreement:

- a) **Annual Paid-Up-Front Subscriptions;**
- b) **Monthly Rolling Subscriptions;** and
- c) **Legacy Fixed-Term Membership Agreements** (as described in Part C below)

2.3 These Terms comply with the Digital Markets, Competition and Consumers Act 2024, the Consumer Rights Act 2015, and related consumer protection law.

2.4 Your agreement starts on the start date shown in your confirmation email.

2.5 All agreements are personal, non-transferable and may only be used by the named individual.

PART A – SUBSCRIPTIONS

3. Annual Paid-Up-Front Subscriptions

3.1 An Annual Paid-Up-Front Subscription is a subscription paid in full in advance for a 12-month access period.

3.2 Annual Paid-Up-Front Subscriptions are:

- non-refundable (except where required by law);
- non-transferable; and
- personal to the named subscriber.

3.3 Access to subscribed activities is available only for the period covered by the paid subscription.

3.4 No refunds will be given if the subscription is not used or is cancelled early, except where required by law.

3.5 After the 12-month access period, the subscription will automatically terminate.

3.6 If your relevant venue is unavailable for a prolonged period of time, or if you are unable to attend on health grounds (of which you provide appropriate evidence to us), your Annual Paid-Up-Front Subscription will be extended for the amount of time the venue was unavailable.

4. Monthly Rolling Subscriptions

4.1 A Monthly Rolling Subscription is paid monthly in advance by Direct Debit or Recurring Card Payment (RCP).

4.2 An initial pro-rata payment may be required to cover the period up to the first scheduled monthly payment date in addition to an administration fee.

4.3 Access to activities and/or lesson places is conditional upon an active, paid subscription.

4.4 If a monthly payment fails, is cancelled, or is not received when due:

- access to subscribed activities will be suspended; and/or
- any allocated place on a course or lesson programme will be lost.

4.5 Where access or a place is lost due to non-payment, re-joining will be required in order to regain access or secure a new place. Re-joining may be subject to availability and may incur reasonable administration fees, which will be disclosed at the point of re-joining

4.6 Missed payments do not entitle subscribers to retain access, lesson places, or receive replacement sessions. Unpaid subscriptions for places on courses will be removed within 7 days.

4.7 Re-joining does not guarantee availability of the same activity, time, instructor or venue.

4.8 You may not withhold or off set payments due to DCLT against any claim you may have.

4.9 The validity of your chosen payment method, either Direct Debit or Recurring card Payment, is your responsibility. You must ensure that the payment details you submit are correct and kept up to date.

5. Cancelling Subscriptions

5.1 Cooling off period - You may cancel within 14 days of the start date for a full refund. Where services have already been used, we may deduct a reasonable amount reflecting use of facilities, where permitted by law.

5.2 Monthly Rolling Subscriptions may be cancelled at any time before the next payment date. To meet the payment processing cut-off date and avoid being charged for the following month, you must cancel at least 4 working days before the next payment is due.

5.3 Cancellation ends all access to subscribed activities and any reserved activity or lesson place, however your membership and access to any reserved activity or lesson will remain in force until the day before your next payment is due, at which point it will automatically terminate.

5.4 Payments already taken are non-refundable except where required by law.

PART B – TERMS APPLYING TO ALL SUBSCRIPTIONS

6. Price Changes and Legal Reminders

6.1 We may review and increase our prices no more than once in any 12-month period. Any increase to your membership price due to changes you have made, including you no longer being eligible for an age restrictive package will occur automatically.

6.2 Any increase will be linked to **changes in the general cost of providing services**, including (but not limited to) movements in recognised inflation measures such as the **Retail Prices Index (RPI)** or **Consumer Prices Index (CPI)**, changes in utility costs, staffing costs, supplier charges, or statutory obligations.

6.3 We do not guarantee that increases will match or be limited to any single published index, but we will not apply increases arbitrarily or without cost-based justification.

6.4 We will make reasonable efforts to provide at least 30 days' notice of any price increase.

6.5 If you do not wish to accept a price increase, you may cancel in accordance with the cancellation terms applicable to your membership type.

6.6 We will send legally required reminders before:

- a) renewal of fixed-term contracts; and
- b) changes to price levels

6.7 Reminders will clearly explain prices, how to cancel, and the consequences of not cancelling.

6.8 Notices may be provided by email, account notification or other durable medium.

6.9 Should your eligibility change for an age restrictive package your price will automatically be changed, and DCLT will make reasonable efforts to give 30 days' notice before the price change takes effect. (Youth & Youth Plus Memberships, Vital on request).

6.10 Memberships offered at a discounted or subsidised rate will require proof of eligibility at the point of sign up and will be subject to an annual review to ensure eligibility remains valid.

7. Suspension or Termination by DCLT

We may suspend or terminate access where there is:

7.1 non-payment;

7.2 serious or repeated breaches of venue rules;

7.3 unsafe, abusive or threatening behaviour; or

7.4 misuse or fraud.

8. Venue Rules, Safety and Your Responsibilities

8.1 Members must comply with all venue rules and staff instructions which will be made available to all members from time to time, either on the DCLT website, as part of your membership information and/or displayed in DCLT venues. Failure to comply may result in you being asked to leave the venue. Continued failure to comply may result in your membership being cancelled with immediate effect.

8.2 All persons must be able to prove membership and eligibility issued by DCLT, for facilities/activities they use.

8.3 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

8.4 Before using any equipment, you must read and agree to the Health Commitment Statement which is displayed on the DCLT 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.

8.5 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.

8.6 By using any facilities at any venue, the member deems themselves 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.

8.7 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.

8.8 Facilities, programmes and timetables may change. No agreement guarantees availability of specific sessions or equipment.

8.9 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.

8.10 For golf, limited play on the course may be necessary to protect the course, temporary tees and greens and maintenance work.

8.11 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.

8.12 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.

8.13 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.

8.14 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.

8.15 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, updating the website and sending updates via the DCLT Fitness App; and
- Where possible, arrange for alternative facilities during a period of closure.

8.16 Your membership does not give you priority over other users or guarantee the availability of facilities.

8.17 Promotions do not apply to existing members.

8.18 Swimming is available during public sessions only, excluding Big Splash.

8.19 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. This service is provided by DCLT free of charge.

8.20 The validity of your chosen payment method, either Direct Debit or Recurring card Payment, is your responsibility.

9 Membership Cards

9.1 You must submit your membership card, physical or digital, at respective access points and turnstiles when accessing facilities; otherwise, we will charge you the standard casual rate.

9.2 To be issued 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.

9.3 If you lose your physical membership card, we will charge a fee to replace it.

9.4 If you forget your membership card you will not be able to gain entry unless you pay the standard casual rate for days access.

10. Young Members and Children

10.1 Youth Fitness members must have their membership agreed by a parent/guardian and must undertake an Activation upon joining. By agreeing to a Youth Fitness membership, the parent/guardian agrees to be responsible for the Youth Fitness member's behaviour and actions at all times and to pay us any amounts in connection with their membership.

10.2 Youth Fitness members are only permitted to use equipment that Youth Members have been safely and correctly shown how to use.

10.3 Youth Fitness members can access the facilities between the times stated on the DCLT website for that particular subscription type, applicable to those facilities.

10.4 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.

10.5 The drop off and collection is the responsibility of the Parent or Guardian.

11. Liability

We are responsible for loss or injury caused by our negligence. We are not responsible for loss of personal belongings unless caused by our negligence. You are responsible for ensuring you are medically fit to participate.

PART C – LEGACY FIXED-TERM MEMBERSHIP AGREEMENTS

12. Legacy 12-Month Memberships Paid Monthly

12.1 Any member currently in a fixed 12-month Membership agreement paid monthly by Direct Debit will remain bound by that agreement until the earliest of:

- a) the natural end of the 12-month term; or
- b) default on monthly Direct Debit payments.

12.2 In either case, the fixed-term Membership will end immediately and access to activities will stop.

12.3 Where a fixed-term Membership ends under clause 12.1, the individual will have no ongoing contractual membership with DCLT.

12.4 Former members may choose to re-join only by taking out an Annual Paid-Up-Front Subscription or a Monthly Rolling Subscription available at that time. Prices, terms and availability may differ from previous arrangements.

PART D - GENERAL TERMS

13. Force Majeure

Where services are unavailable for 30 consecutive days or significantly reduced due to events beyond our reasonable control, we may cancel agreements without further charge and will offer alternatives where reasonably possible or refunds for any services that have been paid for.

14. Data Protection and Confidentiality

- 14.1. 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/. 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.
- 14.2. We will keep any medical information you give us confidential and secure and only pass it to, those involved with your programme or treatment.
- 14.3. 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.
- 14.4. 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.

15. Governing Law

These Terms are governed by the laws of England and Wales.