

Barrow Forward LTD (BF) - Terms and Conditions of Membership

PLEASE READ THESE TERMS AND CONDITIONS AND THE CLUB RULES. CAREFULLY BEFORE SIGNING THIS MEMBERSHIP AGREEMENT BECAUSE BY SIGNING IT YOU ARE ENTERING A LEGALLY BINDING CONTRACT AND AGREE TO BE BOUND BY THEM.

This Membership Agreement sets out the Terms and Conditions of Membership of Barrow Forward LTD (BF), trading as Barrow Park Leisure Centre, and incorporates the Membership Agreement Form and the Club Rules (a copy of which has been provided with this Membership Agreement, and is also available upon request and online at www.barrowleisure.co.uk). Membership is subject to these Terms and Conditions and is at all times conditional upon the Member abiding by the Club Rules.

BF draws your attention in particular to clause 12 (Liability), which should be read carefully, in conjunction with clauses 10 (Guests) and 11 (Physical condition of Members and Guests), before signing this Membership Agreement.

Should you have any questions regarding the meaning or effect of any part of the membership documentation, you should raise them with an BF representative.

1. TERMS AND CONDITIONS

In these Terms and Conditions

- 1.1. 'Administration Fee' means a payment made by a Member upon entering into a Membership Agreement to cover expenses including, but not limited to, access, parking and administration etc. as shown on the Membership Agreement Form.
- 1.2. 'Category' means a category of Membership; full details of categories are available upon request.
- 1.3. 'Club Rules' means the rules and regulations governing each Centre.
- 1.4. 'Centre' means a leisure and health centre managed by BF.
- 1.5. 'Date of Acceptance' means the date the Member is accepted by BF as a Member and as shown on the Membership Agreement Form.
- 1.6. 'Initial Term' means the period from the Date of Acceptance as a Member until the Initial Term Expiry Date as shown on the Membership Agreement Form.
- 1.7. 'Member' means a member of the Centre and 'Membership' shall be construed accordingly.
- 1.8. 'Membership Agreement' means the agreement completed upon being accepted as a Member and incorporating the Club Rules and these Terms and Conditions.
- 1.9. 'Membership Agreement Form' means the document which sets out the Member's details, type of Membership, fees and other specifics of the Membership as attached to these Terms and Conditions.
- 1.10. 'Membership Benefits' means all facilities and services advertised and/or made available to a Member (and, where applicable, Members' guests) as detailed within these Terms and Conditions and the Club Rules.
- 1.11. 'Membership Card' means a membership card issued by the Centre in accordance with clause 3.2.
- 1.12. 'Membership Year' means the period 1 April to 31 March in each calendar year or such other dates as BF shall from time to time determine and notify in writing to Members.
- 1.13. 'BF' means BF Barrow Forward trading as Barrow Park Leisure Centre, Barrow Forward, Barrow Town Hall, Duke Street, Barrow in Furness, LA142LD
- 1.14. 'Subscription' means either a monthly rolling installment payable in advance by Direct Debit instruction or a down payment payable as an annual (12 month) lump sum installment, payable by the Member to the Centre pursuant to clause 7.1 at the rates set and amended by BF from time to time.
- 1.15. 'Notice Period' means, pursuant to clause 5.2, a minimum of thirty (30) days' advance notice of intent to terminate Membership; and
- 1.16 'Terms and Conditions' means these terms and conditions.

2. CONSTITUTION

- 2.1. The Centres are run and managed by BF.
- 2.2. The objects of the Centre are to provide health and sports facilities and all the other facilities usually associated with such a centre exhibited during the sales tour. BF reserves the right to vary, add or eliminate from time to time any of the particular facilities or services provided by the Centre. This does not affect a Member's rights under clauses 5.3. Any proposed changes to the facilities or services shall be publicised in advance in the Centre.
- 2.3. BF reserves the right to amend these Terms and Conditions at its sole discretion. This does not affect a Member's rights under clause 5.3.
- 2.4. The general management of the affairs of the Centre in all matters is under the entire control of, and is conducted by, BF or BF's appointed representative.

3. ACCEPTANCE AS A MEMBER

3.1. ACCEPTANCE BY BF OF THE MEMBER'S APPLICATION SHALL CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN BF AND THE MEMBER UPON THE TERMS AND CONDITIONS OF THIS MEMBERSHIP AGREEMENT.

3.2. The Member's rights to use the Centre and associated facilities and services shall commence upon the date of acceptance of an application by BF. Upon acceptance the Member shall be issued with a Membership Card, and the Member shall be entitled to all rights and privileges exercisable by the Category of Membership to which the Member has been accepted under the Membership Agreement.

3.3. The Member agrees to abide by the Club Rules, a copy of which has been provided with this Membership Agreement and is also available upon request and online at www.barrowleisure.co.uk.

3.4. BF reserves the right to refuse to consider further Membership applications from applicants who have not been accepted for Membership, pursuant to clause 3.1, for a period of three (3) months after their applications has been denied.

3.5. BF reserves the right to prevent entry into the Centre by any Member or former Member whose Membership has been suspended or cancelled pursuant to clause 5.

4. MEMBERSHIP

4.1. Membership shall commence on the first day of the Initial Term and shall continue until terminated in accordance with clause 5.2 or earlier, pursuant to clause 5.

4.2. Membership is not transferable.

4.3. BF may assign BF's obligations in relation to this Membership Agreement to a third party at any time upon notice to the Member. Notices of assignments will be posted in the Centre which will constitute due notice of all such changes.

4.4. BF shall be entitled, at its absolute discretion and at any time, to request evidence of a Member's status and entitlement to a particular Category of Membership. In the event of BF not being satisfied with such evidence of the Member's change of status, BF shall be entitled, at its absolute discretion, to terminate the Member's Membership in accordance with clauses 5.4 and 5.5 below.

4.5. WHERE TWO OR MORE PEOPLE SIGN THIS MEMBERSHIP AGREEMENT (AS JOINT MEMBERS) THE MEMBERS' OBLIGATIONS SET OUT IN THIS MEMBERSHIP AGREEMENT SHALL APPLY TO ALL OF THEM AND EACH PERSON TAKES RESPONSIBILITY FOR PERFORMANCE OF THOSE OBLIGATIONS UNDER THIS MEMBERSHIP AGREEMENT.

4.6. Applicants for individual Membership shall be at least thirteen (13) years old. Where the Member is a Junior Member, this Membership Agreement must be signed by the Junior Member's parent or guardian, who will at all times be responsible for the Junior Member's behaviour and actions while the Junior Member is at the Centre or using the associated facilities and services. The parent or guardian undertakes to pay BF any amounts that are due to BF arising from the Junior Member's Membership of the Centre and his or her use of the facilities and services.

4.7. Each Member will be issued with a Membership Card which shall remain the property of BF.

4.8. BF reserves the right to charge a nominal fee for the replacement of a Membership Card.

4.9. A copy of the Club Rules has been provided with this Membership Agreement, and is also available upon request and online at www.barrowleisure.co.uk.

5. SUSPENSION AND TERMINATION OF MEMBERSHIP

5.1. The Member acknowledges and agrees that, owing to the costs and responsibilities incurred by the Centre in assessing the new Member DURING THE INITIAL TERM, pursuant to the Club Rules, MEMBERSHIP OF THE CENTRE MAY NOT BE TERMINATED BY THE MEMBER DURING THE INITIAL TERM; This does not affect a Member's rights under clause 5.3.

5.2. Except as set out in clause 5.1, THE MEMBER MAY TERMINATE MEMBERSHIP BY GIVING A MINIMUM OF THIRTY (30) DAYS' WRITTEN NOTICE either via e-mail to BarrowParkCouncilLeisure@servicetsg.com or by post to Barrow Park Leisure Centre, Greengate Street, Barrow in Furness, LA139DT. This does not affect a Member's rights under clause 5.3. Termination under this clause will only take effect on the last day of a month and therefore to be effective, a notice must be received by BF prior to the first day of the payment period referred to in clause 6 (e.g. a 30 day notice served on 1st March would mean that payment would still be taken on 15th March so that membership would not terminate until 14th April. BF will issue on receipt written confirmation of the Membership termination date.

5.3. If a payment falls within a Member's Notice Period the full monthly payment will fall due and payment will be requested. The Member will be able to use the Centre for the payment the period covers.

5.4. BF reserves the right, at its sole discretion and at any time, to cancel or suspend the Membership of any Member with immediate effect if that Member or any of the Member's guests:

5.4.1. acts in a way that is considered by BF to be unacceptable, improper or likely to endanger the welfare, safety, harmony or good reputation of the Centre; or

5.4.2. commits a serious breach of this Membership Agreement and this breach, if capable of remedy, is not remedied within seven (7) days' of receipt of a notice advising him or her of such serious breach, particularly where:

the Member or his or her guests fails to obey notices and signs in the Centre, including those relating to health and safety, in contravention of the Club Rules;

the Member is shown to have provided BF with false or misleading information for the purposes of gaining Membership for him or her for any other person; or

where any amounts due and owed to BF by the Member have not been paid within fourteen (14) days following the date of a written reminder of the amount due.

5.5. BF reserves the right, at its sole discretion and at any time, to cancel or suspend the Membership of any Member upon thirty (30) days' notice in the event that the Member:

5.5.1. is shown to have given his Membership Card to another person to be used at the Centre in contravention of the Club Rules;

5.5.2. cannot provide evidence of his status or entitlement to a particular Category of Membership; or

5.5.3. BF has reasonable grounds to believe that the Member's physical and/or medical condition is not up to the standards required by BF and that the continuance of the Membership would be detrimental to that Member's health.

5.6. If BF cancels or suspends the Membership of any Member pursuant to clauses 5.4 or 5.5:

5.6.1. BF reserves the right to retain a proportion of the monies already paid by the Member under this Membership Agreement to cover any reasonable costs incurred relating to the incident; and

5.6.2. any amounts still owed and outstanding in respect of the unexpired portion of the relevant Subscription including the cost of any vouchers will become immediately due and payable to BF as agreed compensation.

5.6.3. A Member may terminate this Membership Agreement on thirty (30) days' written notice in the event that the facilities or services provided at the Centre, or a suitable alternative venue, are withdrawn or suspended for thirty (30) days or more and the Member shall be entitled to a refund of that proportion of any monies paid in advance to BF less a reduction for any reasonable costs incurred by BF.

6. ADMINISTRATION AND SUBSCRIPTION

6.1. A member shall pay the Administration Fee and the relevant Subscription.

6.2. All Members shall pay the relevant Subscription which will become immediately due when the Member is accepted for Membership. The Subscription will be payable annually or if paid by monthly instalments may be subject to an additional excess charge as shown in the Membership Agreement Form.

6.3. Monthly payments shall be paid in advance by direct debit from the Member's designated bank account in instalments (as set out in the Membership Agreement Form or subsequently agreed by the Member). Monthly instalments will fall due on the 15th day of each calendar month. New Members joining the Centre will pay an initial instalment to cover the period from the start of the Initial Term until the date of the Member's first direct debit payment as shown on the Membership Agreement Form.

6.4. By giving authority to BF to collect Subscriptions payments from your bank or building society account by direct debit the Member also agrees to re-presentation on any failed Subscription payment. If BF are required to re-present a failed direct debit BF reserves the right to charge an additional re-presentation administration fee of up to five pounds (£5).

6.5. Any cancelled direct debit instruction prior to completion of the agreed membership term and/or any notice period requiring re-instatement with the Member's bank or building society may incur an additional re-lodgement administration fee of up to five pounds (£5).

6.6. BF may increase the Administration Fees or Subscriptions from time to time. Such increases will be limited to 10% in any given Membership Year. Members will be given no less than thirty (30) days' notice of all such increases.

6.7. No refunds on Administration Fees or advance Subscription will be made for any reason other than the reason set out in clause 5.3.

6.8. In the event that a Category of membership is deemed full by the Centre, BF reserves the right to prohibit or permit further membership to such Categories at its discretion and, in the event that such permission is granted, to charge applicants a further fee above the Subscription charged for membership of such Category.

6.9. BF reserves the right to refuse payment of any sum due by cheque. BF will accept payment by debit cards and credit cards. Payments made by credit card may incur an administration fee.

6.10. If payment has not been received following requests for the outstanding money this will be forwarded to a debt collection agency for recovery, who act as an agent on behalf of BF. This could affect the Member's credit rating. A £25.00 admin fee will be added to the total debt to be repaid until the end of the Member's membership term.

7. FACILITIES AND CHARGES

7.1. Subject and conditional upon clause 7.3, use of certain facilities and services at the Centre is subject to payment of the tariff charges in effect from time to time. These charges are additional to the Administration Fee and Subscription and must be paid in full at the Centre before use of those facilities and services.

7.2. The list of tariff charges is available from the Centre reception. BF reserves the right at any time to change tariff prices at its absolute discretion.

7.3. Subject to the facilities and services available, a Member is entitled to use the facilities available at the Centre under the relevant Category of Membership in accordance with the Club Rules. BF reserves the right to add, change or provide suitable alternative facilities or services from time to time and may also at any time withdraw all or any part of such facilities or services for any period(s) where the same are required for tournaments, exhibitions or any other activities in connection with any repair, alteration or maintenance work. This does not affect a Member's rights under clause 5.3.

7.4. Members and guests are advised to store valuables and other personal belongings in the lockers provided. In accordance with the Club Rules, lockers are provided on a daily basis only and items left overnight may be removed. Members may claim removed contents from reception for up to two (2) weeks after removal, after which time BF will not be responsible for such contents.

7.5. Without affecting a Member's rights under clause 7.3 BF reserves the right to adjust the opening hours of the Centre for the purpose of cleaning, decorating, repairs or special functions.

8. RULES AND REGULATIONS

8.1. The Member agrees to abide by the Club Rules.

8.2. BF may alter the Club Rules at any time. This does not affect a Member's rights under clause 5.3. Alterations to the Club Rules will be posted in the Centre, which will constitute due notice of all such changes.

9. CONDUCT

9.1. BF has the right to terminate or suspend a Member's Membership for reasons relating to conduct as specified in the Club Rules or in accordance with clauses 5.4 and 5.5.

9.2. BF reserves the right to prevent entry into or eject from the Centre anyone whose behaviour or appearance is, in its sole opinion, deemed by BF to be unsuitable or unsafe.

10. GUESTS

10.1. BF will be entitled entirely at its discretion to refuse entry or to eject from the Centre any non-member who is not properly admitted as a guest in accordance with this clause 10 and the Club Rules.

10.2. Any Member who brings any person into the Centre on an unauthorised basis will be in breach of their Membership Agreement. A first offence will receive a warning; a second offence will constitute a serious breach of conduct and will entitle BF to suspend or cancel the Member's Membership in accord with clause 5.4 above.

11. PHYSICAL CONDITION OF MEMBERS AND GUESTS

11.1. In applying for Membership, the Member confirms that, so far as he/she is aware, he/she is in good physical condition and that he/she is capable of all forms of exercise in which the Member engages at the Centre and that such exercise would not be detrimental to his/her health.

11.2. In registering a guest into the Centre, the Member confirms that the guest is, so far as the Member is aware, in a physical condition suitable for the type of exercise or activity in which the guest engages at the Centre.

11.3. Without in any way limiting the scope and effect of the member's assurances given in clauses 11.1 and 11.2 above, it is the Member's sole responsibility to bring to the attention of BF any medical condition that may present a risk to the Member and/or a Member's guest in engaging in any particular activity.

12. LIABILITY

12.1. BF's liability for damage or loss to the Member's or any guest's property is strictly limited to damage or loss suffered as a result of the negligence of BF, its staff or its agents.

12.2. Save as provided in clause 12.1 BF will not accept any liability for any accident or injury (including any fatality) to any Member, child, guest or visitor (including any person admitted to the Centre under the Member's Membership) that may occur on the premises or within the grounds of the Centre, other than liability which may arise from the negligence of BF, its staff or its agents. All such incidents must immediately be reported in accordance with the Club Rules.

12.3. Nothing in this Membership Agreement shall affect your legal rights. For more information about your legal rights please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

12.4. HOW WE WILL USE YOUR PERSONAL INFORMATION

12.5. BF will only use your personal information as set out in our Privacy Policy. A copy of our Privacy Policy was provided to you at the time of joining but further copies are available from the applicable Centre's reception and from our website.

13. WE ARE NOT RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL

13.1. If BF's provision of access to the Centre and the associated facilities and services is affected by an event outside its control then BF will contact the Member as soon as possible to let him / her know and BF will take steps to minimise the effect of the delay. Provided BF does this it will not be liable for delays caused by the event.

14. WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

14.1. These terms are governed by English law and the Member can bring legal proceedings in respect of the provision of access to the Centre and the associated facilities and services in the English courts. If the Member lives in Scotland he/she can bring legal proceedings in respect of the services in either the Scottish or the English courts. If the Member lives in Northern Ireland, he/she can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.