

## **TERMS & CONDITIONS OF MEMBERSHIP**

### **1. THE CENTRE**

1.1 "The Centre" is any centre managed by Wave Leisure Trust Ltd ("the Company")

### **2. THE COMPANY**

2.1 Registered in England No. 5621359; Registered office – Downs Leisure Centre, Sutton Road, Seaford, E. Sussex, BN25 4QW; Charity Registration No. 1113486

### **3. ACCEPTANCE OF MEMBERSHIP**

3.1 Acceptance of a membership application by a potential member is at the sole discretion of the Company. Proof may be required of any information given in the application. Fraudulent information given could result in the cancellation of all membership rights and lead to payment of all monies due to the Company. Upon acceptance membership of the Centre shall commence upon receipt of the joining fee. A membership card will be issued upon acceptance. The card remains the property of the Company and entitles the holder to all the rights and privileges exercisable by the category of membership of the holder. The Company reserves the right to change the benefits of membership at any time at its discretion. Any change will not affect the member's consumer rights.

3.2 Acceptance by the Company of an application for membership of the Centre shall constitute a legally binding agreement between the member and the Company, and the member agrees to be bound by rules, regulations and bylaws of the Centre which are in force at the time. All categories and types of membership shall be subject to these Terms & Conditions.

3.3 The member has the right to cancel this agreement by providing the Company with written notice within 14 days of receipt of this agreement. The Company shall refund in full all initial monies paid. However, any use of the facilities or the service before such cancellation may result in a charge being made for their use. In no other circumstances will fees be refundable.

3.4 Membership cards must be shown to gain entry to the Centre. Membership cards may only be used by the holder. Fraudulent use of the card may result in cancellation of membership with no refund being made by the Company. Lost or damaged cards may be subject to a charge for replacement.

### **4. LIMITATION OF LIABILITY**

4.1 Unless by any negligence or breach of duty by the Company, the member is responsible for any loss, theft, injury or damage to property.

4.2 The Company only accepts liability for death or personal injury to the extent that it results from negligence by the Company.

### **5. PHYSICAL HEALTH OF MEMBER**

5.1 The member warrants and represents that they are in good health and are not knowingly incapable of engaging in the classes they attend or the exercise programmes they follow and such classes and exercises would not be detrimental to the health, safety, comfort, wellbeing or physical condition. If in doubt the member should consult their GP.

5.2 The member is responsible for monitoring their own physical condition and should any unusual symptoms occur they must immediately inform their instructor or a member of staff and refrain from further participation in the class or exercise.

### **6. ASSIGNMENT**

6.1 Members cannot sell, assign or transfer their membership.

6.2 The Company may assign the rights, obligations and benefits of this agreement to another organisation. Members will be notified in advance of any such assignment. Members rights will not be affected.

### **7. TERMINATION OF CONTRACTED MEMBERSHIP (MAX) BY THE MEMBER**

7.1 Contracted memberships cannot be cancelled prior to the end of the contract period and the last payment has been made.

7.2 Your monthly subscription will continue to be collected after the minimum period. Should you not wish to continue subscribing after the minimum period, you must give notice to cancel the contract at least one month before the final payment of the minimum period. If you wish to cancel the contract at any time after the minimum period, you must give at least one month's notice. The notice should be in writing to Debit Finance Collections plc, 16 Davy Avenue, Knowlhill, Milton Keynes, MK5 8PL, or emailed to [info@debitfinance.co.uk](mailto:info@debitfinance.co.uk)

7.3 The member is responsible for cancellation of the direct debit with their bank.

7.4 In the event of termination, any fees paid in advance will not be refundable.

### **8. TERMINATION OF MONTHLY ROLLING CONTRACT MEMBERSHIP (FLEX) BY THE MEMBER**

8.1 The member may terminate membership by making one further direct debit payment after the date of written instruction to terminate. Cancellation of membership must be confirmed in writing to Debit Finance Collections plc, 16 Davy Avenue, Knowlhill, Milton Keynes, MK5 8PL, or email [info@debitfinance.co.uk](mailto:info@debitfinance.co.uk) The final direct debit payment entitles the member to use the Centre to the end of that calendar month.

8.2 The member is responsible for cancellation of the direct debit with their bank.

### **9. TERMINATION OF MEMBERSHIP BY THE COMPANY**

9.1 Without notice and with immediate effect the Company may cancel membership if the member's conduct may be injurious to the name, character or interests of the Company or such that it renders the member unfit to associate with other members or use the facilities of the Centre. No refund will be due to the member.

### **10. SWIM SCHOOL MEMBERSHIP**

10.1 Any swim school member aged 8 or under must be accompanied by an adult and that adult must remain in the Centre at all times during a lesson and be available to a member of staff.

10.2 15-week memberships cannot be cancelled during the 15-week period and are non-refundable.

10.3 A member paying by monthly direct debit may terminate membership by making one further direct debit payment after the date of written instruction to terminate. Cancellation of membership must be confirmed in writing to Debit Finance Collections plc, 16 Davy Avenue, Knowlhill, Milton Keynes, MK5 8PL, or email to [info@debitfinance.co.uk](mailto:info@debitfinance.co.uk) The final direct debit payment entitles the swim school member to lessons up to the end of that calendar month.

10.4 The member is responsible for cancellation of the direct debit with their bank.

### **11. GOVERNING LAW AND JURISDICTION OF THE COURTS**

11.1 This agreement shall be governed and construed in accordance with English Law and the Company and the member agrees to submit any dispute to the exclusive jurisdiction of the English Courts.

11.2 Each of the paragraphs in these Terms & Conditions operates separately. If any Court or relevant authority decides that any of them are unlawful the remaining paragraphs will remain in force.

### **12. DATA PROTECTION**

12.1 Information collected from a member will be added to the Company's membership database. The Company may use this for administrative purposes in providing the services, and for communication with the member. In compliance with the Data Protection Act 2018 and the EU General Data Protection Regulations all information will be treated as confidential and will not be shared with any other organisation without the explicit and informed consent of the member.

Further information can be found in the Company's Privacy Policy on its website [www.waveleisure.co.uk](http://www.waveleisure.co.uk)