



Vivacity gym membership terms & conditions

These terms form part of your membership agreement with vivacity culture and leisure. Your membership agreement with us is made when your membership application is completed by you and signed by us and consists of that form and these terms. These documents form a legal agreement between us, so please make sure you carefully read these terms & conditions and the membership application form.

1) Admin fee, sliding scale payment, monthly direct debit payments and annual membership

When you join you will need to pay us the payments set out in this section. The amount you pay depends on your type of membership, as detailed in the membership application form.

All members shall pay an initial admin fee for the sum specified in your membership agreement, which shall become payable immediately upon us signing the membership application form. During your membership, you must pay your membership fees, whether you use our facilities and services or not. You must pay part of the membership payment for the month you join on the day you join, this is called the 'sliding scale payment' and is worked out by dividing the number of days left in the month (including the day on which you join) by the total number of days in the month, then multiplying this figure by the monthly subscription payment. We take your monthly membership payments by direct debit on the date set out in the membership application form, and you will pay in advance for the following month. Each month, our deadline for setting up new direct debits with the bank is the 15th day of the month. If you join after the 16th day of the month, you will need to pay the next month's membership payment, as well as the initial admin fee. We reserve the right to increase membership fees at any time, subject to us giving you ten working days notice. If you are unhappy with the changes, you may cancel your membership in accordance with section 4 of these terms. Annual memberships run for one calendar year from the date commencement. If you have taken out an Annual Membership then you will be required to pay the Annual Membership Fee in a single lump sum in advance. PLEASE NOTE THAT ANNUAL MEMBERSHIP FEES ARE NOT REFUNDABLE IN FULL OR IN PART IF YOUR ANNUAL MEMBERSHIP IS CANCELLED EXCEPT DUE TO A MATERIAL CHANGE IN CIRCUMSTANCES IN ACCORDANCE WITH SECTION 4 OF THESE TERMS.

2) Membership categories

You must be at least 16 years of age to be a member, unless you are a junior member. Junior memberships are available for those aged 15 or under, on condition that the parent or guardian is a Vivacity Leisure Centre member and it is paid from the same bank account. Members who are aged 17 and under will need a parent or guardian to sign the membership application form and health commitment form. Please note that children aged 15 or under are not allowed to take part in the fitness classes but children aged 14-15 may use the gym at any time (within opening hours) when accompanied by a parent or guardian only; Junior gym sessions may be available at selected times and sites for children aged 11-13, please enquire for details. A junior member will cease to be a junior member on their 16th birthday and their parent or guardian will be required to give consent to adult membership and any variation to monthly or annual fees.

3) If Your payments fail

This section is about what will happen if you have not paid your monthly membership payment for any reason, which may include one or more of the reasons set out below (please note this is not an exhaustive list):

- the direct debit details you gave us were wrong
- there are not enough funds in your bank account



- you have cancelled your direct debit without giving us the notice we need as set out in section 4 of these terms. Whilst you continue to owe us a monthly direct debit payment, you will not be allowed to enter any Vivacity gym

and we may cancel your membership. We have the right to start procedures to collect any outstanding monthly direct debit payments at any time.

IF THE DIRECT DEBIT DETAILS YOU GAVE US WERE WRONG OR YOU HAVE CANCELLED YOUR DIRECT DEBIT WITHOUT GIVING US THE NOTICE WE NEED AS SET OUT IN SECTION 4, we

will ask you to make the payment by cash, cheque, debit or credit card and for you to give us your correct details.

IF THERE ARE NOT ENOUGH FUNDS IN YOUR ACCOUNT we may try again to withdraw the monthly membership payment by direct debit, but if we still cannot collect payment by direct debit we will ask you to make the payment by cash, cheque, debit or credit card and for you to give us your correct details. If in any of these circumstances we cannot collect payment we may cancel your membership straight away.

4) Cancelling your membership

All cancellations should be made by completion of the online form <https://vivacity.org/sport/gym-membership/gym-membership-cancellation/> or in person at Vivacity Premier Fitness or other Vivacity gyms. For direct debits coming out on the 1st of the month - notice to cancel must be submitted on or before 22nd of the month. For direct debits coming out on the 16th of the month - notice to cancel must be submitted on or before 8th of the month.

Cancellations received after these dates will incur an additional payment of one month, after which membership will be cancelled. In the case of a request to cancel an annual membership then in order to receive a refund of part or all of your annual fee, a request must be supported by evidence of a material change in circumstances which may include but is not limited to a member's change in location or due to medical reason. A determination of whether there exists a material change in circumstances shall be made by Vivacity in its absolute discretion. If you cancel your membership in accordance with these terms, we will refund any part of your membership charges which you have paid in advance, but which relate to a period after the cancellation policy notice period. Unless agreed in writing, membership will not be cancelled. It is your responsibility to make sure that your online notice has been received by Vivacity It is your responsibility to cancel the direct debit instruction with your bank.

5) Expulsion of members or termination of membership by us

We may expel you from Vivacity gyms and/or end your membership without notice if, at any time:

- you break the conditions of your membership agreement
- you do not comply with the rules and regulations of Vivacity Leisure Centres (these are displayed in each of the premises)
- you allow another person to use your membership card to get into any of our centres
- your conduct is such that in our opinion, it may be injurious to the character, name or interests of Vivacity Leisure Centres, or is such that it makes you unfit to associate with other members of the gyms
- any part of your monthly membership payment which is due and payable remains unpaid thirty days after the due date for payment

In the event that we terminate your membership, we will not refund the admin fee or payments received. We may end your membership for any reason by giving you one full calendar month's written notice to cancel it. In these circumstances, you will not have to pay any monthly membership payments for the period after your membership ends, and we will refund any monthly payments you have paid in advance for that period. When your membership has ended, and we have taken the final payment, it is your responsibility to cancel your direct debit to us at your



bank. If you are a corporate member, we will automatically cancel your corporate membership if the agreement we have in place with the company you are associated with or employed by ends. Your company or we will tell you

when your corporate membership ends. We will then contact you to ascertain if you wish to remain a member of Vivacity Leisure Centres and outline the options open to you.

6) Limitation of liability

By law we do not have to pay you compensation for any service, facility or equipment not being available because of health and safety reasons or where it is for the benefit of your

membership. We will not pay you compensation if we have failed to carry out our duties due to a fault of your own: someone else not connected with providing our services under these terms; or events which we could not have known about beforehand even if we had taken all reasonable care. We have the right to make changes to the type of facilities we provide if we give you notice. We will not be liable for any loss or damage caused by these changes, unless this loss or damage is caused by something we have done or failed to do or cannot be avoided by law. You bring all personal belongings to the gym at your own risk. We accept no liability for loss or damage to property of members which is not caused by our employees. Nothing in these terms and conditions will exclude or limit our liability for fraud or death or personal injury caused by our negligence. If we are found to have any liability to you for loss or damage to property our liability to compensate you is limited to a reasonable amount, taking account of factors such as whether the damage was due to something we did or failed to do.

7) Physical health of member

It is your responsibility to make sure that you are capable of doing the exercise provided by any programme you follow or any class you attend. You should consult your doctor before

you begin any programme or class if you are not sure whether or not it is suitable. If you have any concerns about your physical condition, you must get medical advice before using our facilities. Before using our facilities you must first complete a Health Commitment Statement and have a supervised gym induction session with a qualified member of our fitness team. We may refuse you access to our facilities if we consider the use of such facilities could put your health at risk.

8) Events beyond our reasonable control

If we are not able to provide all the services and facilities at your gym for 60 days in a row or longer for 'reasons or events outside of our reasonable control', either you or us will be entitled to cancel your membership immediately after giving notice in writing. By law we do not have to pay you compensation in these circumstances and during this period. 'Reasons or events outside of our reasonable control' could include, but are not limited to, natural disasters, a government's actions, war or national emergency; acts of terrorism, protest, riot, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not they relate to our workforce), restraints or delays affecting carriers or not being able to get supplies of suitable materials on time or not at all.

9) Change to terms

We may change these Terms & Conditions at any time. When we do make changes that affect you, we will give you reasonable notice of the changes that we plan to make. If you are not happy with the changes, you may cancel your membership according to the terms of Section 4.

Privacy and data protection policy

Vivacity will process your personal data lawfully and fairly. We will ensure that when you trust us with your personal data we will only process it for the reason it was collected for and to keep you up to date on other products or services we provide that are likely to be of interest to you where applicable. We will do our very best to ensure



accuracy of your personal data and we will endeavour to keep your personal data secure from loss, destruction or damage by having strong processes in place to prevent this. We will also provide simple ways for you to query or amend the personal data we hold about you

Correct as of Sep 2018