# LEISURE & CULTURE DUNDEE TERMS AND CONDITIONS FOR MEMBERSHIPS

### **Payment Options**

Payment will be accepted by the following methods (please keep your till receipt as proof):

- Debit / Credit Card, cash or cheque, with a valid cheque guarantee card, for Pay in Full Memberships
- Direct Debit (1st payment in cash, cheque or Debit/Credit Card at time of joining)

Please note, first payment is variable based on date of joining. Memberships taken out up to the 15th will pay until the end of that month. For memberships taken out from the 16th, payment will be for the remainder of the month, plus all of the following month.

### General Terms and Conditions

- 1. Membership fees are non-refundable.
- 2. Applicants must provide proof of address and photographic identity for all membership types.
- Upgrades and changes to the membership type will be permitted at the discretion of Leisure & Culture Dundee.
- 4. Leisure & Culture Dundee must be notified of any change of address or change of entitlement. It is the responsibility of the Member to provide Leisure & Culture Dundee with the correct information and required authentication documents.
- Leisure & Culture Dundee reserve the right to review the monthly membership fees at 6 month intervals (April & October) and payments may be increased at these times. The member will be given one month's notice of any proposed increase.
- 6. All Student applicants must be in full time education and hold a current matriculation card, which must be shown at time of application. When the Student status has expired, the member will have to prove continued eligibility or be transferred onto a standard membership. Students renewing membership will be required to revalidate their application upon every renewal.
- 7. Where couple memberships are applied for, both applicants must be over 16 years of age and reside at the same address. Proof will be required for the residency of both applicants and they should both be present at time of application.
- 8. Children (Under 16) can be added to any membership for an additional fee with a maximum of 3 children per membership at the discretion of Leisure & Culture Dundee.
- 9. No refunds will be issued for Children booked onto any of our block booking activities e.g. swimming lessons, prior to taking out a membership. Memberships must be taken out prior to booking onto any of these block booking activities in order for the payment to be included within the membership.
- 10. The applicant will be responsible for monitoring his/her own physical condition whilst utilising equipment and should any unusual symptoms occur, the member must immediately advise a Leisure & Culture Dundee member of staff. Members should refrain from further usage and consult their GP.
- 11. By using the fitness studio the applicant agrees to the Health Commitment Statement displayed at facility receptions and within fitness studios. The applicant enters into any exercise programme entirely at his/her own risk.
- 12. As part of our service we will be required to send information relating to accounts and memberships. By agreeing to these terms and conditions you agree to receive this information when required.

### Refer a Friend (Referrer - Current Member, Referee - New Member)

- Only current Leisureactive members who are not in the process of cancelling are eligible for a free month.
- 14. The free month will be applied to the existing Leisureactive member (referrer) and not the new joiner (referee).
- 15. The referrer will receive confirmation, in writing, confirming the referral and date of the free month.
- 16. The referee must provide the Full Name and Membership Number of the referrer on the application form when joining.
- 17. Available for new customers joining on any direct debit membership only. Annual and Three Month Payment renewals are not eligible to be a referee.

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- 18. Annual and Three Month Payment members who are the referrer will have their free month added to the end of their membership.
- 19. The Leisureactive Team will credit the free month. The referrer should not cancel their direct debit at any time.
- 20. Subsequent payments will automatically resume after the free month has been applied.

### Cancellation

- 21. Direct debits are a legally binding contract between the member and Leisure & Culture Dundee, and represents a commitment to pay all monthly membership fees due. Notice of cancellation must be given in writing and final payment will be calculated based on direct debit deadline dates. No further payments will be required if cancellations are received before the 15th of the month. Cancellations processed after this date will require 1 further payment with usage extended to the end of the next month. Leisure and Culture Dundee reserve the right to charge an administration fee should any member cancel within the first 3 months of their membership. Leisure and Culture Dundee will always confirm final payments and membership end dates. It is the responsibility of the member to contact Leisure and Culture Dundee if no response is received within 14 days of the cancellation being submitted.
- 22. Members cancelling their membership will not be entitled to re-join the scheme under any promotional offers for a period of 3 months after their membership has expired. Members can however, re-join on a standard membership at any time.
- 23. If a membership is cancelled when a child is still participating in a block booking activity, all remaining sessions after the membership termination date must be paid for separately at the venue.
- 24. If a Direct Debit Payment is cancelled by the member without submitting a cancellation request, a letter will be sent advising of the outstanding amount due for the cancellation period. The membership will be suspended until payment has been received and the member will not be permitted to re-join the scheme until all outstanding amounts are paid in full.

### Membership Cards

- 25. All lost, stolen and damaged membership cards must be reported as soon as possible to ensure a replacement card can be provided. Leisure & Culture Dundee, reserve the right to apply an administration fee for lost or damaged cards. If the membership is on a National Entitlement Card, you should report it to Dundee City Council at Dundee House, North Lindsay Street to arrange for a replacement.
- 26. Leisure & Culture Dundee will not be responsible for the loss of any information stored on the card.

## **Management Rules**

- 27. Membership cards must be produced whenever the member wishes to gain entry. Only the member may take advantage of the membership. Any attempted use, other than by the member, will result in cancellation of the membership with no refund.
- 28. Leisure & Culture Dundee reserves the right to refuse any application for membership.
- 29. Leisure & Culture Dundee reserves the right to refuse admission or ask any member to leave if they are in breach of any of the rules. In such cases, memberships may be terminated and there will be no refund of any fees paid.
- 30. All activities and facilities are subject to availability. Leisure & Culture Dundee reserves the right to cancel, suspend, withdraw or amend any activity or venue. Venues may be subject to periods of closure for emergency, planned maintenance or other business reason, details of which will be advertised within the specific centre prior to closure.
- 31. By taking out the membership, the applicant is confirming that they have read this agreement in its entirety, understands its contents completely, has taken all such independent advice on it as he/she wishes and accepts all of the terms and conditions contained within it.