

All activities and memberships are delivered by Castle Point Borough Council Leisure Services (CPBC), Kiln Road, Thundersley, Benfleet, Essex, SS7 1TF. This document specifies the terms and conditions of the Castle Point Leisure's membership packages at Waterside Farm Leisure Centre and Runnymede Leisure Centre (Leisure Centre). **As a customer of CPBC you are advised to read the whole of this agreement carefully.** This agreement is made between CPBC and you (the member) or parents or guardians signing on behalf of a person under 18 years of age.

1. Membership Terms and Conditions

- 1.1. All memberships are subject to an initial joining fee. All non existing members must pay this joining fee (which may be subject to change) unless they have valid promotional documentation that has been authorised by the Centre's management.
- 1.2. Members will be required to have their photograph taken as part of the Membership registration process. This will be used for identification purposes and will be held electronically on the Council's computer system.
- 1.3. Members must have their membership card with them at all times when using the centre. Members must produce their membership card at the reception desk or use their card to access the Centre via the turnstiles at every visit.
- 1.4. Members may be asked to produce their membership card at any time when using the leisure facilities at the Leisure Centres. Failure to produce your card may lead to a charge being applied or entry to the facility being refused.
- 1.5. Leisure Centre memberships are non transferrable to any other persons.
- 1.6. Breach of this Agreement may lead to the termination of your membership.
- 1.7. In the event of losing your membership card, please contact the Sales and Customer Services Team at the Leisure Centre reception desk. A replacement card will be issued on payment.
- 1.8. Photographs, are occasionally taken at the Leisure facilities and may be used for promotional purposes.
- 1.9. CPBC reserves the right to implement price increases at any time.
- 1.10. CPBC reserves the right to change the conditions (including the range and times of activities) of the memberships. All members affected by any changes to their membership packages will be notified in advance by notices displayed at the Leisure Centres. If a change results in a member wishing to cancel their membership, the memberships must still be cancelled in line with the cancellation policy.
- 1.11. Customers are strongly advised to have an induction (1-2-1) with a Fitness Instructor.
- 1.12. The Health Commitment Statement must be read, signed and abided to at all times. Copies of the Health Commitment Statement can be found at reception.
- 1.13. When an Inspire Member reaches the age of 16 years they will be automatically placed onto the Legacy 16-17 year old membership and will be charged at the standard rate for this membership. Before cancelling the member must complete their contract period.
- 1.14. When a Legacy 16-17 Young Persons Member reaches the age of 18 years they will be automatically moved onto the Legacy 18-21 Young Persons membership at the standard rate for this membership. Before cancelling the member must complete their contract period.
- 1.15. When a Legacy 18-21 Young Persons Member reaches the age of 22 years they will be automatically moved onto the Legacy Peak Membership at the standard rate for this membership. Before cancelling the member must complete their contract period.

2. Inspire and Under 18 Members

- 2.1. Any member under the age of 18 will need a parent or guardians permission to join the Leisure Centres. A parent or guardian must be present in the sign up process and must accept the terms and conditions on behalf of the member.
- 2.2. Any member under the age of 18 will need a parent or guardian to sign a health commitment statement during the induction (1-2-1) process before they can use the Fitness Suite at either Leisure Centre.

3. Family Memberships

- 3.1. Activities included in the family memberships will be advertised on the below link. Please see this link for all available activities. Any other activities may be charged at an additional price.
<https://castlepointleisure.co.uk/family-memberships>
- 3.2. All age restricted activities must be abided by. Memberships may be terminated if this is not followed and the full amount paid will not be refunded.
- 3.3. Parent supervision is required as per the information on the family memberships page on the website. Link is shown at point 3.1.
- 3.4. Parent supervision in the fitness suite, group exercise classes and activities needs to be a member or paid for the session otherwise access will not be granted.
- 3.5. Adult supervision is a maximum of 1:2 in the fitness suite, group exercise classes and activities and will need to remain in close proximity for the duration of their visit.
- 3.6. Anyone who signs the membership application will be jointly and individually responsible under this agreement including for additional charges added to any of these accounts.
- 3.7. The entire cost of all memberships will come from the lead membership account.

4. Classes and activities

- 4.1. Classes and activities included in your membership can be pre-booked by members up to 8 days in advance. Booking is strongly recommended for all applicable activities. Bookings can be made using the online booking system, Castle Point Leisure App or by contacting reception.
- 4.2. All sessions that require pre-booking are subject to availability and cannot be guaranteed.
- 4.3. The activity session length varies depending on the type of activity.
- 4.4. Members must check in at the reception desk or swipe through at the turnstiles on arrival for classes and activities. Failure to check in for classes and activities will be viewed as non-attendance and will result in the member being liable for the full cost of the session. The member will be unable to pre-book any further activities until this payment has been made.
- 4.5. Members are required to give 2 hours notice of cancellation of a booked activity session. Bookings can be cancelled by using the online booking system, Castle Point Leisure App or by contacting reception. Failure to cancel the booking within the required time will result in the member being liable for the full cost of the session. The member will be unable to access the centre or any further activities until this payment has been made.
- 4.6. The Group Exercise Programme at Waterside Farm leisure Centre and Runnymede Leisure Centre is designed for all ages. Please see information on the class timetable on the website on the below link for more information on age restrictions on each class. <https://castlepointleisure.co.uk/timetables/>
- 4.7. When taking part in a class or activity the member is required to make the instructor aware of any injuries or illnesses that could be affected by their participation in the activity. The member must advise the instructor before commencing the activity. If the instructor advises a member not to participate in the activity the member's continued participation is at their own risk but members are strongly advised to take the advice of the instructor and not participate or continue to participate.

5. Use of the Leisure Centres

- 5.1. CPBC reserves the right to adjust the opening and/or closing hours of any of its Leisure Centres or to close off areas to the public for the purpose of cleaning, decorating and repairs, staff training, for specific functions such as Council elections and public holidays. Members will be kept informed of these changes in advance (where possible) through notices at the Centres and on its website.
- 5.2. The Leisure Centres are closed on public Bank Holidays unless stated otherwise, please see <https://castlepointleisure.co.uk> for more details.
- 5.3. CPBC reserves the right to close the Leisure Centres for reasons beyond the Council's control, including but not limited to fire, flood, power failure, heating failure, industrial action, and severe weather.

- 5.4. No amendment to membership fees will be given in the event of such closures as mentioned at 5.1, 5.2 and 5.3. CPBC will not be liable for any costs incurred by the closure of the Leisure Centres.
- 5.5. No entry will be permitted to the Centre after the advertised 'last entry' times.
- 5.6. Members are allowed free parking whilst they are using the Leisure Centres, if they remain within the facility. Car parking is subject to availability and cannot be guaranteed. Parking in non-designated areas is not allowed. Non-disabled members are not permitted to park in the disabled bays. Any breach of parking conditions can result in your membership being cancelled.
- 5.7. Members must be 10 years or over to use the centre's fitness suites. Members aged between 10 years and 13 years of age are permitted to use the fitness suite unsupervised between Monday-Friday 3pm-6pm only, or at advertised sessions. Members between 10 and 13 can use the fitness suite at other times as long as they are supervised by a member in the gym that stays within close proximity for the duration of the visit.
- 5.8. Use of other facilities and/or activities (outside those included in the individual's Membership package) will be subject to normal charges for that Centre.
- 5.9. No items can be left in the lockers overnight. All items will be removed every evening and retained or disposed of in line with the lost property procedure.
- 5.10. Members will be charged replacement costs for any equipment damaged during hire or not returned. The member will be unable to access the Centre or any further activities until this payment has been made.
- 5.11. Members are required to behave appropriately at all times. Any misuse of the Leisure Centre or equipment will result in the member being asked to leave the premises and may result in the termination of their membership.
- 5.12. Aggressive or abusive behaviour will not be tolerated and will result in termination of membership.
- 5.13. If membership is cancelled because of a members conduct, the memberships will be cancelled in line with terms of this Agreement and the cancellation policy.
- 5.14. Pictures and videos of members may be taken at times during their use of the Leisure Centre and may be used for marketing and promotional services.
- 5.15. All customers must follow signage throughout the leisure centres at all times, including but not limited to social distancing, not congregating in groups, washing hands regularly and cleaning all equipment both before and after use.

6. Data Protection

- 6.1. Please note that your personal details supplied when making a booking will be held and/or computerised by Castle point borough Council for the purposes of processing your membership application and payment of the membership fee. Some personal details will be disclosed to banks and other financial institutions in order to process the payment. Your personal details will be retained securely and will not be divulged to any other individuals or organisations for any other purposes.
- 6.2. CPBC collects information on its Leisure Centre customers through their membership application. The details are kept on file by CPBC in electronic format and encrypted where appropriate.
- 6.3. Member details may be used for 'promotional purposes' to keep customers informed about changes to existing and new activities, courses, events and services that might be of interest. If you wish to receive information for 'promotional purposes', please tick the 'opt in' tickbox when filling in the relevant section on the membership joining form or by informing the leisure centres reception.
- 6.4. Members must provide a valid email address to access the exclusive member's online booking system.
- 6.5. Details on the system are not disclosed to third parties outside of services operated by CPBC.
- 6.6. Personal details will be held on our system for 1 month following the termination of membership.
- 6.7. Non-members using an activity card will be held on our system for 18 months.
- 6.8. Full details of Castle Point Borough Council's Leisure Services Privacy Policy can be found on the following link: www.castlepoint.gov.uk/info-governance

7. Payment

- 7.1. **6 months contract paid in full:** Memberships must be paid in full when the membership is taken out at the Leisure Centres in cash or by card payment. This option is only available for memberships with a 6 month contract.
- 7.2. **Monthly D/D contract:** The minimum contract period is six months. The contract automatically continues after the contract period until the contract is cancelled by the member in line with the cancellation process. Direct Debit payments are collected monthly in advance. The Direct Debit, in line with the contract, automatically continues to be collected until the contract is cancelled by the member in line with the cancellation process.
- 7.3. **Yearly memberships:** Yearly memberships must be paid in full when the membership is taken out at the Leisure Centres in cash or by card payment.
- 7.4. **Monthly D/D Contract:** The date the Direct Debit payment will be taken from your account is shown on your membership form. It is the member's responsibility to ensure sufficient funds are available to be collected. A part payment may be required depending on the date membership is taken out to cover the period between membership commencing and the first Direct Debit payment.
- 7.5. **Price Review:** Membership fees are regularly reviewed. Notices will be displayed at Waterside Farm Leisure Centre and Runnymede Leisure Centre advising price increases at least one month before any changes are implemented. All Direct Debit customers will receive written notification of revised fees and price increases.

8. Cancellation / suspension / termination

- 8.1. No refunds will be given for cancellations of annual memberships.
- 8.2. Cancellations cannot be made during the first 6 months of the minimum 6 month membership on all memberships and cannot be made during the first 12 months of the minimum 12 month membership on all memberships. If a member cancels their direct debit during this time or fails to make payment, the amounts remain owing and CPBC will pursue recovery of the outstanding monies.
- 8.3. If a member's direct debit is not received because there are insufficient funds / or a bank error the member must make the payment at the till on their next visit or entry to the Leisure Centre or access will be refused.
- 8.4. One month's notice of cancellation must be provided. The cancellation request must be made in writing.
- 8.5. If membership is cancelled it is the responsibility of the member to cancel any direct debits. CPBC will not be liable for any monies taken as a result of the member's failure to cancel their direct debit with their bank.
- 8.6. Temporary suspension of a minimum of 1 month and maximum 3 months of your membership may be permitted, due to illness, injury or pregnancy. Members must make a written application for the suspension and must provide a valid doctor's certificate. Suspensions cannot be guaranteed and will be given at the discretion of the CPBC Management. Where a membership is suspended an administration fee of £10.00 will be charged. Any remaining period of the contract, where applicable, must be honoured once the suspension period is over.
- 8.7. Membership fees are reviewed annually. Notices will be displayed at Waterside Farm Leisure Centre and Runnymede Leisure Centre advising price increases at least one month before any changes are implemented. All direct debit members will receive written notification of revised fees and price increases.
- 8.8. CPBC reserves the right to terminate a Members Membership Agreement if, but not limited to:
 - The Member breaches this Agreement and/or breaches the rules of any other CPBC facility
 - Any part of your membership fee remains unpaid after its due date; and / or
 - The Member provides us with details which he/she knows to be false when applying for membership; and /or
 - Management discretion.

If CPBC terminates for any of these reasons, CPBC reserve the right to retain a proportion of the money paid under this Agreement, to cover any reasonable costs incurred.

Parents or guardians of Inspire members will be contacted in the eventuality of any breaches in conditions of use or any disruptive, unruly or inappropriate behaviour by the Inspire member.

- 8.9. If your membership is terminated by CPBC, for example in cases of breach of conditions or abusive behaviour, the membership will cease with immediate effect. No refunds will be given for any unused periods of membership that have already been paid for.