

TERMS & CONDITIONS



Torfaen
Leisure Trust
Ymddiriedolaeth
Hamdden Torfaen

GENERAL TERMS

1. When joining the applicant will be issued with their own fob, the member will need to provide this fob on each visit to gain access. If not presented the appropriate standard charge may apply.
2. The fob remains the property of Torfaen Leisure Trust and may be withdrawn at any time at our discretion. The fob and membership are non-transferable and can only be used by the original member. Failure to comply may result in the fob and any membership benefits being withdrawn without any refund.
3. If the fob is lost or damaged a replacement fee will be charged.
4. The member has seen and read the Health Commitment Statement and the member accepts and fully understands that the applicant enters any exercise programme and uses any equipment entirely at their own risk.
5. If the member has any concerns about their physical condition, they must consult their doctor prior to participating in physical activities. The member will be responsible for monitoring his/her own physical condition throughout the exercise programme. In the event of any unusual symptoms occurring, the member should inform a member of staff immediately or raise the alarm.
6. Admission is subject to the facility operating at a safe capacity.
7. Centre programming is subject to change and availability. We may change the centre's opening times or withdraw any of the facilities at any time if we need them for tournaments, exhibitions or other activities, or in connection with any repair, alteration or maintenance work.
8. Customers must be aware and comply with any parking restrictions in the car parks. Parking is at the customers own risk and the centre cannot be held responsible for loss or damage as a result of parking on the premises.
9. Personal belongings and valuables are left in the centre lockers at the customers own risk. The member will not place any combination of items worth more than £100 into a locker. It is the member's responsibility to check that the locker is properly locked and secure before leaving their possessions in it.

BOOKINGS

10. Members may book up to 8 days in advance. Cancellations must be made 1 hour prior to the selected activity to avoid a cancellation charge being applied.
11. Where chargeable, payment is required at the time of booking.
12. Failure to attend on multiple occasions will result in your booking privileges being revoked. Full payment will be charged for any bookings made which are not honoured by the member.

MEMBERSHIP

13. Membership products and prices may be subject to change. All prices including contracted and non-contracted memberships are also subject to a price rise each year regardless of the membership start date. If the price rise is greater than 9% and the member is within their contracted period, they may cancel their contract if required with the standard period of notice.
14. Torfaen Leisure Trust reserves the right to withdraw or cancel any membership if the member fails to comply with the terms and conditions of use, or if there is a breach of any of the centre's operating procedures.
15. Customers joining on a pre-paid membership option must pay either monthly by direct debit or annually with an upfront payment. Failure to make any due payment will result in the membership being suspended and a £5 late fee charge will be applied to the account. Access to facilities will be denied until all the outstanding payments have been made.

16. All direct debit membership payments are managed by Debit Finance Collections Plc. All payment related enquiries should be addressed **Torfaen Leisure Trust, 1st Floor, Central Square South, Newcastle Upon Tyne, NE1 3A.** Email torfaenleisuretrust@servicetsg.com Phone +44 191 750 3181

17. Monthly direct debits are a full binding contract and automatically continue unless you notify us otherwise.

18. All memberships, including Nofio Swimming Lessons, are subject to a full calendar months' notice period upon cancellation. It is the member's responsibility to notify us of your cancellation by contacting us;

Gym Memberships:

Email torfaenleisuretrust@servicetsg.com Phone +44 191 750 3181

Nofio Swimming Lessons:

Email goswim@torfaenleisuretrust.co.uk

19. Members are required to pay for all activities outside of their membership option in full.

20. All Membership joining/registration/monthly and annual fees are non-refundable.

21. Membership freezing (excluding Nofio Swim Lessons see Term 24), will be considered if the member cannot continue to participate for medical reasons. The member will need to present a letter from their Doctor. If approved, the membership will be frozen from the date of receipt of the letter at a charge of £5 per month.

22. In the event of a membership subscription expiring or being cancelled or due payments not being made; new joining and start up fees will be charged where applicable.

23. Proof of concession eligibility is required at sign up (in centre) or on the first visit (online joiners). Members who do not validate within a 2 week period of joining will automatically be switched to current standard membership rates. Concessionary eligibility must also be revalidated every 12 months.

NOFIO SWIMMING LESSONS

24. Nofio memberships can be frozen on medical grounds at a reduced rate of 50% of the current direct debit rate when accompanied by a letter from a Doctor. However, if payment is cancelled, the swimmer will be removed from the course and added to the waiting list. It is the responsibility of the payer to confirm when the swimmer is fit to participate again; we will aim to find a space on the relevant course.

25. Pre-paid Nofio memberships are pro rata over 12 equal monthly instalments, any cancellations by the centre, where applicable, will be reimbursed by reducing the next available direct debit collection.

DATA PROTECTION

26. Details about how we manage your data can be found in our Privacy Policy, which can be found online at torfaenleisuretrust.co.uk

27. Torfaen Leisure Trust will process the information provided on application for the purposes of setting up your membership in accordance with the general principles of the Data Protection Act.

28. You authorise Torfaen Leisure Trust to pass agents and partners, information contained within your application so that they can assist us in enforcing any of our rights under this Agreement, including without limitation, collecting monies due to us by you.

29. The terms and conditions of use should not be regarded as exhaustive and Torfaen Leisure Trust reserves the right to amend such terms and conditions from time to time as reasonable. A copy of our current terms and conditions can be found on our website torfaenleisuretrust.co.uk



HEALTH COMMITMENT STATEMENT

Your health is your responsibility. The Management and Staff of Torfaen Leisure Trust are dedicated to helping you take every opportunity to enjoy the facilities that we offer. With this in mind, we carefully considered what we can reasonably expect of each other.

Our commitment to you

We will respect your personal decisions and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.

We will make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy.

We will take all reasonable steps to make sure that our staff are qualified to the fitness industry standards as set out by the register of exercise professionals.

If you tell us that you have a disability which puts you at a substantial disadvantage in accessing our equipment and facilities, we will consider what adjustments, if any, are reasonable for us to make.

Your commitment to us

You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities you should get advice from a relevant medical professional and follow that advice.

You should ask a TLT Colleague if there is any equipment which you are unsure how to use.

You should make yourself aware of any rules and instructions, including warning notices. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you.

You should let us know immediately if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be a person available who has had first-aid training.

If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.