

Terms and Conditions of Membership

1. Acceptance as a Member

- The proprietor shall mean The City of Wolverhampton College, thereafter known as COWC and the manager and any employee of the college. The COWC shall have an absolute discretion upon whether to accept the application for membership of an applicant as a member of the Centre. Upon acceptance, the member shall be issued with a membership card personal to him/her and shall be entitled to all the rights and privileges exercisable by the class of membership for which his/her application to the Centre is gained on presentation of a valid Membership Card only. There is a fee payable for replacement of lost/damaged cards.
- ACCEPTANCE BY THE COWC OF AN APPLICATION FOR MEMBERSHIP OF THE CENTRE SHALL CONSTITUTE A BINDING CONTRACT BETWEEN THE COWC AND THE MEMBER UPON THE TERMS AND CONDITIONS OF MEMBERSHIP AND THE RULES OF THE CENTRE.

2. Physical condition of the Member

- The member warrants and represents that he/she is in good physical condition and that he/she is capable of engaging in active or passive exercise and that such exercise would not be detrimental to his/her health, safety, comfort or physical condition. Also that we reserve the right to restrict or stop an activity that we believe is prejudicial to their health.
- In signing-in a guest or child, the Member warrants and represents that, so far as the Member is aware, the guest or child is in a physical condition suitable for the type of exercise or activity in which the guest or child engages on the Premises.
- The Member is responsible for bringing to the attention of COWC any medical condition that may present a risk to a Member and/ or a Member's guest or child in engaging in any particular activity or exercise.

3. Assignment

- Membership of the Centre is personal and cannot be assigned, transferred or otherwise disposed of.

4. Membership

- Every candidate for membership shall be at least 16 years of age.
- Members will be required to produce their membership cards upon arrival to the facility.
- Joint members shall be subject to the rules governing individual members: and each member is jointly and severally liable for the full contract value and any costs incurred as a result of obtaining payment.
- Subject to availability, membership entitles the member to full usage of the Gym and Dance studio, extra payment will be required for use of the sports hall and outdoor pitches, plus the hire of any equipment, where necessary
- Where a Member hires an item, the relevant deposit must be left at the Sports Centre reception. The deposit will be forfeited if the hire item is returned damaged or not returned. A further charge may be levied by COWC in the event that the deposit is insufficient to cover the cost of repair or replacement of the item.
- Members shall be liable for the cost of any damage or loss (including theft) caused to the facilities, by them or their guests (fair wear and tear accepted).
- Members who have paid their membership in full, shall have the option to suspend their membership should they become pregnant or suffer serious illness or injury. Medical confirmation will be required, before suspension of membership will be considered.

5. Induction Fee and Membership Subscriptions

- From the day as being accepted as a member, membership shall continue for a period of 12 months unless terminated in accordance with the agreement (or otherwise by operation of law) and be automatically renewed under these terms and conditions at the end of the membership period.
- Beginning when the member is accepted for Membership all Members shall pay either an annual subscription for their 12 month membership (12 months for the price of 11), or 12 monthly payments.
- Monthly or Annual subscriptions shall be payable by each member irrespective of the actual usage of the Centre.
- All Members shall pay an Induction fee, which shall become due and payable immediately upon becoming accepted as a Member.

6. Termination of Membership

- The manager may terminate the membership of any member: without notice and with immediate effect in the event that a member
 - commits a serious breach of the rules as to Members conduct set out in paragraph 7 below
 - repeatedly breaches the Members conduct rules
 - in the event of a breach, capable of remedy, does not remedy the same within seven days of receipt of a written default notice from the proprietor
 - if any part of the monthly subscription remains unpaid 30 days after the date due for payment, following written demand from the proprietor addressed to the member at the most recent address notified by that member to the centre, giving not less than seven days' notice to rectify such non-payment.
 - The Member is shown to have provided COWC with false or misleading information for the purposes of gaining Membership for him/her or any other person.
 - The Member allows another person to use his/her Membership to access the premises.
 - The Member brings any person on to the Premises on an unauthorised basis.
- In the event of termination of the membership in accordance with any of the above, the Member will be liable to pay reasonable compensation to the Centre in respect of any monies which at the time of such termination are owing to the centre in accordance with the contractual agreement. Alternatively, if any money has been paid in advance under this agreement, a proportion of the money so paid will be retained to cover any reasonable costs or losses incurred.
- The membership is for an initial period of a minimum of 3 months, and unless terminated in accordance with the terms of this agreement (or operation of law) shall continue thereafter.
- The Member may cancel their membership by giving one month's written notice. Such notice may be given at any time after the end of the second month from the date of commencement of membership.
- Where a Member pays fees by payroll deduction and for any reason ceases to be employed by COWC, his/her Membership shall automatically terminate at the end of the month in which the Member's employment ends.

7. Members Conduct

- A member (and where appropriate his/her Guests **must**):
 - Comply with any applicable Dress Code for the Centre.

- Show consideration for other Members and their Guests and staff in and around the Centre's premises.
- Not use abusive or bad language.
- Not bring, use or be under the influence of illegal drugs in any part of the Centre's premises.
- Not be drunk in or about the premises.
- Not behave in an anti-social or disruptive manner, which includes sexual activities.
- Not to misuse equipment.

8. Guest Rules

- Guests must be signed in by a Member immediately upon entering. A Member may sign-in up to 3 adult guests (16 years or over)
- The guest (16 years or over) will be required to complete a Pre-exercise questionnaire.
- The appropriate Pay As You Go fee would be paid by the guest.
- Members are responsible for ensuring that
 - they accompany their guests at all times whilst on the Premises
 - their guests obey the Centre Rules.
- Children must be accompanied by an adult at all times. Children are not permitted in the Gym, Sauna, Steam Room and Spa and may not participate in any group exercise programme, unless it has been specifically advertised for them
- COWC reserves the right to refuse entry or to eject from the Premises any non-member who is not properly admitted as a guest in accordance with the Membership Agreement.

9. Alteration or Variations

- This Membership may be revoked, supplemented or altered by the COWC at its discretion. The COWC shall give the members reasonable notice in advance of such changes by posting a written notice on the Centre Notice Board. If the changes effect any fee or charges which a member is liable to pay the Proprietor shall also send written notice at least 14 days in advance of the changes being made, to the last postal address that the member has provided. Where the change to the Terms and Conditions is otherwise material (such as where there is a significant change in the level or type of facilities offered by the Centre, or the location of the Centre is changed), the Member can cancel his or her membership in accordance with the Terms and Conditions.
- Members who do not wish to accept an increase in subscription may cancel their membership by giving written notice. The written notice shall in all cases be not less than one month. If such notice would otherwise expire before the initial 1 month period of membership, it shall be deemed to expire on the last day of such initial period of membership. The member giving notice must continue to pay subscriptions at the current rate immediately prior to any proposed increase until the end of such notice. The Proprietor will refund any subscriptions that have been paid by a member for any period after the expiry of the notice.
- COWC reserves the right to add, change or provide suitable alternative facilities and may also at any time withdraw all or part of such facilities for any period where they are required for tournaments or other activities or in connection with any repair, alteration or maintenance work.

10. Queries

- For any query that cannot be satisfactorily dealt with by the Staff concerned, please ask for the Manager.

11. Liability

- COWC's liability for damage to or loss (including theft) of Members' or guests' property, including theft or loss of items from lockers, is strictly limited to damage or loss suffered as a result of the negligence of COWC and its staff or agents.
- COWC will not accept any liability for any accident or injury (including any fatality) to any Member, guest, child or visitor that may occur on the Premises other than liability which may arise due to the negligence of COWC, its staff or its agents. All such incidents must immediately be reported to a Sports & Recreation representative.
- Valuables, clothing and personal items should be stored in the lockers provided. Lockers are provided on a daily basis only and items left overnight will be removed and treated as lost property (except where a Member has paid the charge for annual locker hire). Items left in lockers at the expiry of annual locker hire will be removed and treated as lost property.
- All items of lost property are logged and will be held on the Premises for no more than two weeks. Thereafter, unclaimed items of value will be passed on to the police.

12. General

- COWC operates CCTV to monitor safety and security and may monitor telecommunications, data communications and other communications as permitted by relevant legislation.
- COWC collects and processes personal information, including images, of its Members and potential Members for processing Membership applications, managing and administering Memberships, health and safety reasons, to provide services and to provide forthcoming activities to Members. COWC shall process such information in accordance with the Data Protection Act 1988. If any Member does not wish to receive information about other Sports & Recreational services and forthcoming activities, that Member should inform COWC by notifying the Centre Manager.
- Members are responsible for advising COWC as soon as possible of any changes to their personal details.
- Where a Member is also a student or employee of COWC, nothing in this Membership Agreement shall operate to limit the effect of such other terms and conditions of matriculation or employment as may exist between the Member and COWC.

13. Hours of Opening

- The Centre's normal hours of operation and the hours in which any facility within the centre are available to members will be displayed at the club in a prominent position and can be obtained from the manager upon request.
- COWC reserves the right at any time to adjust the opening hours for all or any part of the facilities.