#### South Lanarkshire Leisure & Culture Limited

(hereinafter referred to as 'the company' or SLLC)

## Terms and Conditions of Membership/Golf Rover and Season tickets

- 1. Fitness, Health Suite, Swimming, ACE/Tiny Ace and Activage memberships
- 2. Golf Rover and Season tickets
- 3. Data Protection, Payment and Refund Policy and Direct Debit Guarantee

## 1 – Fitness, Health Suite, Swimming, ACE/Tiny ACE and Activage Membership Rates

First or full annual payments must be made at the time of online application using any of the acceptable payment methods noted below. Thereafter those electing to pay monthly will pay by direct debit. Accepted methods of payment are:

- Credit Card/Debit Card Visa, Mastercard and Maestro
- Direct Debit
- All Direct Debits will continue to be collected **until the member cancels in writing** (refer to Cancellation of Membership).

### **General Conditions of Membership**

- a) Membership fees are non refundable (this does not affect right to receive a refund for any products purchased online within seven (7) days of making your purchase)
- b) Upgrades and changes of membership are only allowed at the discretion of the manager.
- c) Membership does not include the use of a locker these are available for use in various areas.
- d) Membership cards are issued to all current members and must be used to gain entry every time a visit is made. Cards are not transferable and any use other than by the member will result in the cancellation of that membership with no refund available. We reserve the right to charge a fee for replacement cards.
- d) The manager reserves the right to refuse any application for membership.
- f) All Direct Debits are a legally binding contract between the member and the company.
- g) The company reserve the right to review monthly membership fees every six months in April and September and direct debit payments be increased in April and September of each year accordingly. The member will be given one month's notice of any proposed increase.
- h) The company will apply to your bank account for the direct debit on, or just after, the date specified under the membership payment terms.
- i) The company will be entitled to make unilateral variations to these terms and conditions, but only where such variations can be objectively justified with a valid reason. Such reasons may include (without limitation):
  - Any changes (however implemented) to the company's statutory duties
  - Any changes in the tax arrangements of the company

The applicant will be provided with written notice of all unilateral variations made under this provision (including without limitation the date from which the variation will take effect) together with details of the applicable reason for such variation.

- j) The company reserves the right to cancel, without notice, any re-joining applicant who has outstanding defaulted payments from a previous membership.
- k) Please note it is your responsibility to check you have booked the correct membership category as SLLC are under no obligation to rectify mistakes.
- Applicants aged under 16 years of age must first be pre-registered via their local leisure centre. This will ensure the appropriate Junior rate is applied thereafter. Parent or Guardian must complete the Direct Debit instruction.

#### **Cancellation of Membership**

a) Membership must be cancelled in writing by letter to SLLC HQ, e-mail to membership@southlanarkshireleisure.co.uk or using the cancellation form available from your local leisure centre

- b) Cancellations must be received ten (10) days before the direct debit date or full payment for the following month will be collected.
- c) Cancellation of membership is not considered complete until the company issue confirmation of termination. This may take the form of a written or email communication. This confirmation will be issued within ten (10) working days of receipt of request to terminate membership.

### Suspension of Membership

If for medical reasons a member is unable to use their membership for a period longer than one month, they may apply for a temporary suspension of their membership. This shall remain at the discretion of the company. Application should be made to the Membership Section at <a href="memberships@southlanarkshireleisure.co.uk">memberships@southlanarkshireleisure.co.uk</a> or in writing to SLLC HQ.

## **Photographs**

Photograph will be taken on the member's first visit to any participating SLLC facility. This photograph may be used should the applicant apply for any additional membership or service and will be accessible only within South Lanarkshire Leisure & Culture Ltd.

#### **Medical Details**

ACE Membership applications **only** – Medical/allergy details are required at time of online application (200 characters maximum). Thereafter parent or guardian has responsibility for keeping all medical/allergy details up to date. This information can be updated at any time, in person, at any SLLC leisure or cultural venue or at <a href="www.sllcbooking.co.uk/connect">www.sllcbooking.co.uk/connect</a> by logging in and clicking 'My Details'. If no medical/allergy details are recorded, SLLC shall assume there are no medical issues or allergies that they need be aware of.

Adult and Senior members health is their own responsibility and you should refer to SLLC's Health Commitment Statement. Therefore any information submitted at time of online application will be removed by SLLC as not applicable.

## 2 - Golf Rover and Season Tickets

#### **General Conditions of Season/Rover Ticket**

- a Season/Rover Tickets are non-refundable.
- b All Direct Debits are a legally binding contract between the Season/Rover ticket holder and the company.
- c The Season/Rover ticket is an annual membership. It is not a pay as you go monthly membership.
- d The Direct Debit facility is provided interest free to spread the annual cost of the season/rover ticket.
- e The season/rover ticket will be valid from the date you purchase until 31st March the following year.
- f Payments will be made on the 1<sup>st</sup> of every month with the final payment on 1<sup>st</sup> March.
- g Cancellations will only be considered for medical reasons with evidence required from your GP.

#### Default on payment

Failure to make a direct debit payment on the agreed date will result in the immediate suspension of the season/rover ticket whereby you will have 7 days to pay the outstanding amount at the golf course or by calling helpline 01698 476126.

If you cancel your direct debit, your season/rover ticket will be cancelled and the remaining balance due. The Company will pursue the remaining outstanding amount of the season/rover ticket. This may also forfeit your right to purchase by direct debit in the future. The Manager reserves the right to refuse any application for direct debit.

# 3. Data Protection, Payment and Refund Policy and Direct Debit Guarantee

#### **Data Protection**

SLLC are continually striving to improve its services through customer consultation and how we host our customer data. To help achieve this, we may, on occasion, require the services of third party

organisations out with SLLC. Whilst these organisations will use/host our customer data, they will do so under the strict guidelines of the Data Protection Act and overall governance by SLLC; and will not pass this data onto any other organisations.

By ticking the "I have read and agree to the Terms and Conditions including Payment and Refund Policy" box you understand and agree that the information collected on this form (including but not limited to my personal data) can be used by South Lanarkshire Leisure and Culture (SLLC) and third parties approved by SLLC to enable SLLC to deliver, improve and develop its services.

## Payment and Refund Policy Method of Payment

All our online payments are managed and processed by Worldpay (pounds sterling).

Worldpay's Secure Online Payment portal is used by thousands of businesses throughout the world and they offer a variety of both credit and debit card payment options.

### **Refund Policy**

You have the right to receive a refund for any products purchased online within 7 days of making your purchase. To request a refund please email <a href="mailto:memberships@southlanarkshireleisure.co.uk">memberships@southlanarkshireleisure.co.uk</a> quoting your payment reference number (you will receive this in your email confirmation), your full name and the date the payment was made.

All refunds will be credited to the payment card used during your original transaction.

To ensure the security and privacy of our customers we may seek further clarification on any refund request.



#### **The Direct Debit Guarantee**

This guarantee is offered by all Banks and Building Societies that accept instructions to pay by Direct Debit.

If there are any changes to the amount, date, or frequency of your Direct Debit, South Lanarkshire Leisure and Culture Limited will notify you 10 working days in advance of your account being debited or otherwise agreed. If you request South Lanarkshire Leisure and Culture Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit, by South Lanarkshire Leisure and Culture Limited or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.

• If you receive a refund you are not entitled to, you must pay it back when South Lanarkshire Leisure and Culture asks you to.

You can cancel a Direct Debit anytime by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.