

IMPORTANT - YOU SHOULD READ THESE TERMS CAREFULLY BEFORE YOU MAKE PAYMENT. IF YOU DO NOT UNDERSTAND ANY TERM, PLEASE ASK THE CENTRE'S STAFF FOR CLARIFICATION. BY BEING A MEMBER OF YMCA EAST SURREY YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. YMCA EAST SURREY RESERVES THE RIGHT TO ALTER THESE TERMS AND CONDITIONS, FEES AND MEMBERSHIP PRICES AT ANY TIME FOR ANY REASON. ANY CHANGES WILL BE PUBLISHED ON OUR WEBSITE AND ON OUR NOTICE BOARDS.

1. MEMBERSHIP

- 1.1 Your membership will begin on the day you have selected so long as your first payment has been made.
- 1.2 All monthly memberships will automatically renew; this includes any monthly memberships taken out during an offer period.
- 1.3 If you wish to cancel a monthly membership you must give written notice to the Membership Team at YMCA East Surrey at least 1 month before your last Direct Debit payment. You will be able to use the facilities until the end of the month of your last Direct Debit payment.
- 1.4 Your membership is personal to you. You cannot transfer it to another person.
- 1.5 You authorise YMCA East Surrey to keep the information contained on your membership form and Direct Debit Mandate so that YMCA East Surrey can collect membership monies.
- 1.6 Your membership type is detailed in your welcome email.
- 1.7 Upon joining the centre you consent to having your photograph taken by YMCA East Surrey to ensure security of your membership if the member is 16 years or older.

2. FEES

- 2.1 You must pay any "One-off" fees and "Pro-rata membership" or "Annual Membership" fees when you apply for membership.
- 2.2 You must pay any monthly membership fees by Direct Debit. Monthly membership fees will be due on or directly after the 1st day of each calendar month. You must pay this fee, or part of it, for the month in which you join, on the day on which you join.
- 2.3 We may change the amount of your monthly membership fees. If we do, we will notify you by email and display details of the change on the Centre Notice Board 1 month before the change takes place.
- 2.4 Monthly membership fees are payable even if you do not use the Centre.

3. MEMBERSHIP TYPES

- 3.1 A Premium, Concession and Corporate membership allows you to use the gym and any of the classes. You must be 16 years or over to take out this membership.
- 3.2 An Exercise Referral Monthly membership allows you to use the gym and any of the classes, so long as they are deemed suitable in your Exercise Referral consultation.
- 3.3 Proof of eligible concessions must be provided to the centre upon your first visit. If you do not provide this evidence, we have the right to convert your membership to a Premium Monthly membership from your first direct debit. If you are no longer eligible for a concession then you must notify us immediately, otherwise you will be required to pay the difference in price for activities that you participate in.
- 3.4 To use a Corporate membership, proof of employment by a company registered as a YMCA corporate member must be provided to the centre upon your first visit (this can be a payslip or photo staff I.D.). We reserve the right to remove a company from our list of registered corporate members.

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3.5 Teen Fit membership is for ages 13-15 years inclusive. A Teen Fit course must be completed before taking out a Teen Fit membership. You can use the gym any time of day but are not allowed to use the free weights area.

4. FACILITIES

4.1 You are entitled to use the facilities available to your membership type.

4.2 You may have to pay additional charges to use certain facilities at the Centre. You can get a list of these charges from the Centre Reception. We can change these charges at any time.

5. OUR LIABILITY TO YOU

5.1 YMCA East Surrey and its subcontractors are not liable for any loss, damage or theft of any of your property that you bring onto our premises, even those which may be left in the lockers provided.

6. SUSPENSION OF MEMBERSHIP

6.1 In exceptional circumstances, you can ask us to suspend your membership due to medical reasons. However, whether we agree will be our decision. You should apply in writing to the Membership Team.

7. CANCELLING YOUR MEMBERSHIP

7.1 We can cancel your membership immediately if:

7.1.1 You commit a serious or repeated breach of this Agreement or the YMCA East Surrey Users Code of Conduct and, if that breach is capable of being remedied, it is not remedied within 7 days;

7.1.2 In our reasonable opinion your behaviour is likely to endanger either our members, their guests or staff or adversely affect the Centre or our reputation;

7.2 If any amounts you owe us remain unpaid 30 days after the due date; or

7.3 If you provide us with details you know to be false when applying for membership and those details reasonably affected our decision to grant you membership.

7.4 If we cancel your membership, we will not refund your start-up fee or membership fees.

7.5 We can prevent you entering the Centre if we have cancelled or agreed to suspend your membership.

7.6 If you cancel your membership, we will not refund any membership fee paid in advance which relates to a period after cancellation.

7.7 If you cancel your membership and join at a later date then you will be subject to paying a Start-up fee.

8. GYM USE

8.1 If you wish to use the gym you must complete an induction and a Health Questionnaire. In the Health Questionnaire you must declare that to the best of your knowledge, the information provided is complete and accurate. We may require you to seek advice from your doctor before using the gym.

8.2 You must disclose to YMCA East Surrey if you know of any reason why you should not take part in any prescribed exercise programme. If you choose to deviate from any prescribed exercise programme in any way, you do so at your own risk.

8.3 You will be responsible for monitoring your own physical condition throughout any exercise in the gym. In the event of any unusual symptoms occurring, the member should inform a member of staff immediately or raise the alarm.

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8.4 A Fitness Advisor must be consulted before using any new piece of fitness equipment.

8.5 We reserve the right to close certain areas from time to time at our discretion.

9. GROUP FITNESS CLASSES

9.1 Class timetables and instructors are subject to change from time to time without notice.

9.2 In order to avoid disturbing classes and avoid injury, members are requested to arrive in good time; we do operate a lateness policy which will prevent anyone arriving more than five minutes late.

9.3 Where, in the opinion of an instructor, a class is overcrowded, the instructor may restrict the number of attendees at that class.

9.4 You must obtain a receipt when swiping your member card at reception and submit to the class instructor.

9.5 You must be 16 years or over to participate in any of our adult classes.

10. YMCA EAST SURREY USERS CODE OF CONDUCT

10.1 You must comply with the YMCA East Surrey Users Code of Conduct, which form part of this Agreement

10.2 We may change the YMCA East Surrey Users Code of Conduct at any time. We will post notice of any changes on the Centre Notice Board.

11. CHANGING THIS AGREEMENT

11.1 We can change this Agreement at any time. We will post any changes on our website and Centre Notice boards at least 2 months in advance.

12. DEFINITIONS

12.1 "You" the member

12.2 "We and us" YMCA East Surrey

12.3 " YMCA East Surrey Users Code of Conduct " the rules and regulations attached to this agreement

12.4 "Agreement" your application online, Direct Debit Mandate, these terms and conditions of membership and the YMCA East Surrey Users Code of Conduct.

13. FACILITIES

13.1 You must not take part in any physical activity for which you may not be fit. You are responsible for monitoring your own condition during any activity. If you have any concern about your physical condition you must stop activity and consult your doctor without delay.

13.2 You may not take part in any physical activity whilst under the influence of alcohol or tranquillisers. If you have high or low blood pressure, heart disease and/or diabetes you should consult your doctor prior to using a centre.

13.3 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, or for any other reason. We will display notices of any minor changes on the Centre Notice Board and our website. If we plan to make any significant change to opening hours or facilities, we will send you an email and display details on the Centre Notice Board at least 1 month before any such change takes place.

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14. MEMBERSHIP CARDS

14.1. We will give you a membership card, which you must use each time you enter the Centre or use the facilities. If another person uses your card, we can cancel your membership.

14.2. If you lose or break your membership card, a fee will be charged for a replacement.

15. CONDUCT

15.1 We can prevent anyone entering the Centre if we think their conduct or appearance is inappropriate.

15.2 You must show consideration for other people at the Centre.

16. JUNIOR MEMBERS AND CHILDREN

16.1 If you are under 16 years of age your parent or guardian must sign this Agreement on your behalf. By signing this Agreement, your parent or guardian agrees to be responsible for your behaviour and actions at all times and to pay us any amounts that are due on your behalf.

17. LOCKERS

17.1 We will remove any items left in lockers overnight and keep them for a period of two weeks, after which time we shall have no responsibility for them.

18. COOL OFF PERIOD

18.1 If you wish to cancel your membership within 14 days of joining and have not used the centre then we will refund to you any Start-up Fee, Pro Rata Membership Payment and Membership Amount you have paid us.

18.2 Refunds will be made no later than 10 working days after the day on which we were informed about your decision to cancel, and will be made using the same means of payment you used for the initial transaction.

19. YOUR PERSONAL INFORMATION

19.1 Your personal information is only collected, stored and used in accordance with our privacy policy which can be found on our website.

19.2 We do not sell your personal data to any third party, and any communication you receive will be sent directly from YMCA East Surrey.

Last updated on 1 May 2019

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