

DIRECT DEBIT / PAID IN FULL MEMBERSHIP AGREEMENT

Note: A direct debit form can be signed by a person with a bank account that accepts direct debits to be collected. By signing this form you agreeing to the terms and conditions below.

1.0 Category of Membership

1.1 If you are joining on any contract you will be entitled to use any of the Councils sporting facilities during your membership period. This will include, where available, the gym, swimming pools, group exercise classes and the climbing wall upon completion of a safety assessment for which an additional charge applies.

1.2 J2 membership hours are normal opening hours (no restrictions).

1.3 Your membership is personal to you and is not transferable.

1.4 Active2 members get unlimited access to the swimming pool during public swimming times and to Swimfit sessions from the age of 12 when accompanied into the water with an adult and access to the Active2 programme for their age group as advertised.

1.5 In addition to 1.4 above, 12 – 16-year-old Active2 members get access to the gym at the specified times and certain group exercise classes when accompanied by an adult.

1.6 In addition to 1.4 Active2 Dance memberships entitles 4-16 year olds the access to Daniel Jones dance classes as part of their membership

1.7 J2 Gym and Group Exercise Membership's do not include any of our Premium brand Daniel Jones Dance Classes.

2.0 Period of Membership and Payment of Fees

2.1 If you are paying by direct debit your payments will continue to be collected until you give us written notice to cancel after your minimum membership period. Please see section 5.0.

2.2 You will pay a joining fee of £20.

2.4 Monthly payments are paid by direct debit. This is processed by the Council's bank, which is Lloyds Bank, High Street, Newcastle under Lyme.

2.5 If applicable, your paid in full fees are not refundable.

2.6. All fees are payable even if you choose not to use the facilities.

3.0 Changes to Fees

3.1 The Council may change your membership fee at any time upon giving three months' notice of its intention to do so.

3.2 The Council may give such notice by letter, e-mail or by notice board information at its sports facilities. Where such change is required to put into effect a change in the VAT rate then this obligation to give prior notice shall not apply.

4.0 Suspension of Membership

4.1 In exceptional circumstances you can request the Council to suspend your membership (for up to 3 months with a £5.00 per month charge) e.g. due to injury/illness, however it is entirely at the Council's discretion whether to allow a suspension.

4.2 You may be required to provide written confirmation of your circumstances. Please request this in writing or via email to j2fitness@newcastle-staffs.gov.uk.

5.0 Cancellation of Membership

5.1 For the J2 Membership Contracts you may cancel your membership once you have fulfilled your agreement of paying 12 direct debit payments. After the 12th payment 1 months' notice can be given in writing or via email to j2fitness@newcastle-staffs.gov.uk.

5.2 For the no minimum term Membership you may cancel at any time by giving one month's notice after the first direct debit payment has been taken. This can be done in writing or via email to j2fitness@newcastle-staffs.gov.uk.

5.3 The council may cancel your membership if:

(1) You behave in an unacceptable manner towards council staff or any person in or around the sporting facilities or premises.

(2) You do not pay your monthly fees and you fail to respond to correspondence regarding unpaid fees within 30 days of us writing to you. The Council will use all methods of recovering unpaid membership fees including debt recovery through the civil courts where necessary.

5.4 All cancellations should either be sent in writing to the Health and Fitness Manager, Jubilee2, Brunswick Street, Newcastle, ST5 1HG or via email to j2fitness@newcastle-staffs.gov.uk .

6.0 Provision of Services

6.1 The Council will provide the use of all swimming and sporting facilities to you in a fit for use condition.

6.2 The Council will provide lockers for your personal belongings as such property should not be left unattended within the centres.

6.3 The Council will not be responsible for theft of your personal property from the premises (including lockers).

7.0 Changes to this Agreement

7.1 The Council may change the terms of this Agreement by giving you three months written notice.