

TERMS AND CONDITIONS

Background

Huish Leisure Limited provides leisure facilities and these terms and conditions cover the provision of that service.

1	Definitions
1.1	In these terms and conditions the following expressions have the meanings stated:
“Academy”	means the Huish Episcopi Academy, a company limited by guarantee with company number 07341553 and with a registered office of Huish Episcopi Academy, Wincanton Road, Langport, Somerset, TA10 9SS.
“Additional Charge”	means any of the additional charges listed in clause 4;
“Annual Membership”	means a Membership taken out by a Member which shall last for one year from the date of the first payment of the Charge;
“Charges”	means the costs of the Membership as set out in the Membership Application Form, to be paid to Huish Leisure by the Member;
“Exercise Class”	means an exercise class run and organised by or on behalf of Huish Leisure;
“Huish Leisure”	means Huish Leisure Limited, a company limited by shares with company number 07963908 and a registered office of Huish Episcopi Secondary School, Wincanton Road, Langport, TA10 9SS.
“Initial Period”	means the initial period of the Membership which the Member commits to on becoming a Member.
“Intellectual Property Rights”	means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, data base rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
“Leisure Centre”	means the leisure centre at Huish Episcopi Academy, Wincanton Road, Langport, TA10 9SS, operated by Huish Leisure;
“Member”	means a customer of the Leisure Centre who has agreed to take out a Membership of the Leisure Centre under these Terms and Conditions;
“Membership”	means one of the memberships set out in the Membership Application Form;
“Membership Application Form”	means the form that members sign to agree to these Terms and Conditions;
“Membership Rules”	means the rules and regulations governing the use of the Leisure Centre;
“Pay As You Go Rates”	means the prices advertised at the Leisure Centre for ad-hoc use of the Leisure Centre without a Membership;
“Terms and Conditions”	means these terms and conditions, as amended from time to time by Huish Leisure;

2 Interpretation

2.1	In these Terms and Conditions:
2.1.1	references to any statute, statutory provision, enactment, include any change, consolidation, replacement, re-enactment or extension of the statute, statutory provision, enactment;
2.1.2	references to a document is a reference to the document as from time to time supplemented or varied.

3 Memberships

3.1	In consideration of payment of the Charges, the Member shall be entitled to access such facilities and at such times as set out in the Membership Application Form.
3.2	All Memberships for which the Charges are paid monthly by Direct Debit shall be subject to a minimum commitment of 6 months Membership, for which the monthly payment shall be taken on the 1st day of each month.
3.3	Where any Memberships for which the charges are paid monthly commenced before or on the 15th of any month, the first monthly payment shall reflect a fee for the remainder of that first month. Where such a Membership commences from or after the 16th of the month, the first monthly payment of the Charges will reflect a fee for the remainder of that month as well as the Charges for the following month.
3.4	If there are any changes to the amount, date or frequency of a Member's monthly Direct Debit, Huish Leisure will notify the Member 10 working days in advance of the Member's account being debited or as otherwise agreed. If a Member requests Huish Leisure to collect a payment, confirmation of the amount and date will be given to that Member at the time of the request.

4 Additional Charges

4.1	There shall be an Additional Charge of £2 for Members to replace lost or stolen Membership cards.
4.2	Members who have cancelled their Membership but who wish to restart their Membership within a three month period from the date of cancellation shall pay an Addition Charge of £5 to restart the Membership.
4.3	Members wishing to use activities not included within their Membership shall pay the standard Pay As You Go Rates for those activities.
4.4	Hiring of equipment such as badminton racquets is included in the Huish Elite and Pro Strings Memberships only. Members wishing to hire equipment who have other Memberships shall pay an Additional Charge of £1.
4.5	Members shall, at the discretion of Huish Leisure, pay an Additional Charge for their induction to the Leisure Centre upon becoming a Member. This Additional Charge shall be notified to the Member before their induction by Huish Leisure.
4.6	A Member who cancels a booking for an Exercise Class within four hours of the Exercise Class start time shall incur an Additional Charge at the cost of the Pay As You Go Rates for that Exercise Class.

5 Member Obligations

5.1	All Members are required to show their Membership card at reception, or swipe through the fast track access point on arrival at the centre. Members may be refused free entry into the Leisure Centre without a valid card. Membership cards are non-transferable and shall only be used by the registered Member.
5.2	Prior to using any fitness equipment new Members shall undertake a supervised induction with a member of the Leisure Centre team.
5.3	Equipment and facilities must be used in a safe manner and in accordance with training or guidance given by a qualified member of the Leisure Centre staff or relevant signage. No equipment or facilities shall be used if guidance or training has not been received. Leisure Centre users are responsible for their own health and safety and should conduct their activities in a safe manner at all times so as to not impact on the health and safety of themselves or others when on the Leisure Centre premises.
5.4	It is the Member's responsibility to inform Huish Leisure of any known medical conditions when completing the Membership Application Form.

6 Limitation of Liability

6.1	All exercise classes are attended at Member's own risk and Members should seek professional medical advice prior to any activity. Huish Leisure shall not be held liable for any injury to a Member causes by any exercise or activity in the Leisure Centre. Membership shall ensure they have with them at all times any medication they may need to participate in any exercise or activity within the Leisure Centre. For the avoidance of doubt, Huish Leisure shall not be held responsible for any medical condition that is exacerbated or caused by activities in the Leisure centre, and Members shall participate at their own risk.
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7 Exercise Classes

7.1	Only certain Memberships shall include access to Exercise Classes, which shall be set out in the Membership Application Form. Members who have a Membership that do not include access to Exercise Classes shall pay the Pay As You Go Rates for any Exercise Class.
7.2	Huish Leisure may amend or cancel any exercise classes at any time without notice. All Exercise Classes are subject to availability.

8 Safeguarding

8.1	The Leisure Centre periodically has children attend the Leisure Centre for the purposes of swimming and use of the Leisure Centre generally and in order to ensure the safety of the children in attendance, periodically the main changing rooms shall be unavailable for adult Members to use. Where this is the case alternative changing facilities shall be provided by Huish Leisure within the Leisure Centre.
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9 Parking

9.1	Members may use the parking spaces provided on the Academy's site that are specifically marked for use by the Members, subject to availability of a space.
9.2	This right under clause 9.1 to park in a designated space on the Academy's site may be unilaterally rescinded by the Huish Leisure if in its reasonable opinion the Member has acted in a way that is not in keeping with the driving and parking standards expected or where a Member has acted in an unreasonable manner.

10 Data Protection

10.1	The Member and Huish Leisure acknowledge that for the purposes of the Data Protection Act 1998, the Customer is the Data Controller and the Supplier is the data processor in respect of any Personal Data. Huish Leisure shall only process Member's data for the following purposes:
10.1.1	provide the Member's Membership;
10.1.2	process the payment of the Charges;
10.1.3	to ensure security of the Leisure Centre through CCTV; and
10.1.4	inform you about relevant products or services from Huish Leisure.

11 Cancellation

11.1	Members who take out a Membership for the Leisure Centre shall entitled to a 14 day period (the "Cooling Off Period") from the day that payment is made, during which time they shall be entitled to cancel the agreement and have the Charges refunded (the "Refund"). However, if the Member selects to commence their Membership immediately, or asks Huish Leisure to start their Membership early, and subsequently cancel their Membership within the 14 day period, that Member shall be refunded any monies paid, less an amount for the Membership that has been used. Such deductions shall be made at the Pay As You Go Rates applicable at the time of the deductions.
11.2	Members shall be able to cancel their Membership by providing Huish Leisure with 30 days' written notice of their wish to terminate the agreement, after their Initial Period. Members wishing to cancel the agreement shall also cancel their Direct Debit in order for the termination to be effective.
11.3	Without affecting any other right or remedy available to it, Huish Leisure may terminate this agreement with immediate effect by giving written notice to the Member if:
11.3.1	the Member fails to pay any amount due under this agreement on the due date for payment; or
11.3.2	the Member has broken the Leisure Centre rules, any terms of this agreement, breached any of the Membership Rules, or has acted in an unreasonable manner (in the view of Huish Leisure) in their dealings with the Leisure Centre.
11.4	Should this agreement be terminated by Huish Leisure under clause 11.3, the Member shall immediately pay all of the outstanding Charges.

12 Waiver

12.1	Huish Leisure's failure to enforce any of their rights at any time, for any period and for whatever reason will not be construed as a waiver of such rights; neither will any failure to identify or act upon a Member's breach of the terms of this agreement be deemed to be an affirmation by Huish Leisure that the Member's behaviour is acceptable.
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13 Enforcement and Validity

13.1	Where a provision of this agreement is deemed to be invalid or unenforceable by any English Court, the provision will be deleted but such deletion will not affect the validity and enforceability of the remaining provisions.
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14 Assigning Rights

14.1	Huish Leisure may assign or transfer the benefit of this agreement and the obligations under it, to any other legal entity at any time without notice to the Member.
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15 Liability

15.1	Huish Leisure accept no liability for lost or stolen goods whilst on the Academy or Leisure Centre premises unless as a direct result of Huish Leisure's negligence. Property stored in lockers is at the Member's own risk. Cars parked in the car park and all contents in them are the Member's responsibility and Huish Leisure shall not be liable for loss or damage to them.
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16 Variation

16.1	Except where permitted by this agreement, neither party may alter the terms and conditions without the written agreement of the other party and no written or oral representation by either party will serve to modify or amend these terms and conditions in any way.
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17 Intellectual Property

17.1	All and any Intellectual Property Rights in or arising out of or in connection with the services provided or in relation to this agreement shall be owned by Huish Leisure.
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18 Third Parties

18.1	Except as permitted by this clause, the Contracts (Rights of Third Parties) Act 1999 are excluded.
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19 Jurisdiction

19.1	This agreement shall be governed by English law and the English courts shall have exclusive jurisdiction to deal with any disputes arising in relation to it.
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Huish Leisure LTD
Wincanton Road
Langport
Somerset
TA10 9SS
Tel: 01458 251055 Fax: 01458 250262
Email: huishleisure@educ.somerset.gov.uk
Web: www.huishleisure.co.uk
Registered in England and Wales: 07963908

