



MEMBERSHIP TERMS AND CONDITIONS

These terms and conditions (“Terms”) set out the terms of business governing the agreement between (“Us”, “We”, “Our”) and You when You purchase a Membership with Us and/or use

You use Our facilities, You confirm that:

You understand and accept all of the Terms below and you will adhere to any local rules. Acceptance of Your application and any subsequent withdrawal of Membership are at Our absolute discretion.

By agreeing to these Terms, You acknowledge and agree that in entering into this agreement You are not relying on any promise, assurance, statement, representation, warranty or understanding except as expressly provided in these Terms.

Where a Term is generic this applies to all customers, however some of the Terms and Conditions will only apply to specific Members, Memberships or Activities and may not be relevant to all customers.



DEFINITIONS AND INTERPRETATION

Activity Booking

A reservation made by You to access an activity or facility.

Activity Fee

A fee charged when booking or accessing an activity or facility. In the event You cancel Your booking, or You fail to show up for Your activity the Activity Fee is non-refundable.

Admission Fee

A fee chargeable for every additional person entering who has not already paid an Activity Fee or has an active Monthly or Single Payment Membership.

Block Booking

A series of activities reserved for a set period of time, paid for in advance (usually) in one lump sum.

Booking Member/Membership

A Member/Membership who pays full price for activities on an “as and when” used basis.

Commencement Date

The date on which Your Membership starts.

Cooling Off Period

Means 14 calendar days from the date and time You purchase any Membership from Us.

Cut Off Date

The last date that changes can be made to your next Direct Debit payment.

Data Protection Legislation

The UK General Data Protection Regulation, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003, as amended, replaced or superseded, and all other applicable laws and regulations relating to the processing of personal data and privacy together with any applicable guidance and/or codes of practice issued or endorsed by the Information Commissioner or relevant government department in relation to such legislation. The terms Data Controller and Personal Data have the meanings given to them in this legislation.

Direct Debit (“DD”)



Contractual arrangement made with Your bank that allows Us to collect on agreed dates Fees or other monies You owe to Us.

Exceptional Circumstances

Means significant illness (which precludes you from the use of the facility), significant injury (which precludes you from the use of the facility), loss of livelihood, change of principal place of work or home (where you could not reasonably be expected to use the facility) or any other circumstance You can evidence to our reasonable satisfaction to be exceptional and require early termination of Your Membership.

Fees

On-going or upfront amounts payable for Membership.

YMCA NEWARK AND SHERWOOD

Referred to as Us within this document. YMCA Newark and Sherwood, is a charitable non profit organisation charity No. 1177774, registered in England & Wales, whose registered office is YMCA Newark & Sherwood Community & Activity Village, Lord Hawke Way, Newark-on-Trent, Nottinghamshire, NG24 4FH.

Late Cancellation Charge

A charge made for cancellation made within the late cancellation window applicable for that particular activity

Lessons and Courses

A supervised activity session booked at the facility.

Member

“You” – whichever Membership that You have selected, You are a valid Member so long as You pay the Fees that are due on time and You adhere to the Terms and Conditions and facility and / or activity rules. ‘You’ also applies to any individual aged less than 16 years on whose behalf you are signing

Membership

Membership is for a single location

Membership Freeze

A change in Your Membership status that will temporarily stop your Monthly Payment Fee from being taken for a specific length of time. During this period Your Membership access will also be stopped. After the Freeze period expires Your Monthly Payments and access will automatically be reinstated.

Membership Customer Portal

Where You can access and manage details of Your Membership and Activity Bookings

<https://ymcans.bookings.flow.onl/>

Monthly Member/Membership

A Member/Membership who pays monthly in advance by Direct Debit

Monthly Payment Fee

A monthly fee paid in advance for a set of included activities that are a benefit of the membership type

No Show Charge

A charge made for failing to cancel an activity before the start time and not attending the activity

Pay & Play Member/Membership

A Member/Membership who pays a discounted price for activities on an “as and when” used basis.

Pro Rata Fee

A proportion of the Monthly Payment Fee paid in advance before your first Direct Debit for some memberships

Rules

Centre / facility rules, and any other activity rules are those that are on display at each facility or online and should be read and adhered to

Single Payment Member/Membership

A Member/Membership which lasts a fixed amount of time paid in one lump sum



1. MEMBERSHIP

1.1 If Your application for Membership is accepted, The facility will automatically be assigned as defined above.

1.2 You must have valid proof of Membership on each occasion that You access Our facility. If you cannot provide relevant proof, You will be refused the benefits of Your Membership on that occasion. Where available You will be able to purchase instead an Activity Booking at the standard price, or a Day Pass in order to gain entry or access. If you continue to use a physical membership card and a replacement is required this can be requested and will be provided upon payment of the prevailing charge.

1.3 Where a discounted Membership is purchased such as concessionary, corporate, disability, or age related, proof of eligibility will be required; this can be uploaded online via the Membership Customer Portal or provided in person at The facility. You will be required at regular intervals to provide new proof as required by Us. If your entitlement changes, You must notify Us.

1.4 If You fail to provide proof of eligibility for a discounted Membership within 20 days of Your Membership Commencement Date, then the relevant discount will be removed and Your Membership will be cancelled without refund of any Fees.

1.5 Not all memberships offer the same level of benefits. It is important you check the included and excluded benefits, facilities and activities before submitting your membership application.

1.6 Use of the facilities must always be in accordance with Your Membership. You are required to pay for and have a valid booking for all activities in which You participate that are not included in the benefits of Your particular Membership.

1.7 Your Membership is non-transferable. You must not allow anyone else to use Your Membership. If You allow Your Membership to be used by any other person, Your Membership will be cancelled without refund of any Fees; no further or future applications for Membership will be accepted for a minimum of 12 months. Future eligibility for Membership will be reviewed at least annually upon request.



2. FEES AND PAYMENT

1 All Fees paid in advance are non-refundable, unless the circumstances set out in the cancellation provisions within clause 5 or clause 5 apply.

2.2 Unless in accordance with a Membership Freeze or where a Membership has been cancelled in accordance with clause 5 below or the general cancellation provisions set out Clause 5, Your Membership Payment Fees shall remain payable throughout the Membership period irrespective of Your use of the facility.

2.3 We operate a Cooling Off Period for online purchases. This means that if you change your mind and for any reason decide that You do not want to continue with your Membership, You can notify Us of your decision to cancel within 14 days of and We will not charge you. All fees paid in advance will be refunded, providing that you have not waived your right to cancellation by making use of the Membership during this period.

2.4 You will need to purchase a new Membership in order to continue using the facilities if Your existing Single Payment Membership expires without a renewal being put in place, or if any Monthly Membership Payment is missed for any Monthly Membership. Such new Memberships will attract the usual Set Up Fee and Pro-Rata Fee where applicable.

Monthly Membership

2.7 Where You join as a Monthly Member You must pay by DD. You can select the DD collection date at the time of joining.

2.8 Monthly DDs are a full binding contract between Us and You and will automatically continue until You notify Us otherwise in accordance with these Terms.

2.9 Failure to make any due payment will initially result in Us removing Your access to Membership benefits until all outstanding payments owed to Us have been made. We retain the right to formally recover all outstanding balances.

2.10 All Membership prices are reviewed from time to time and at least once per calendar year. If Your Fees are paid by DD and are due to be changed, We will notify You at least 10 working days in advance by email and/or by letter.

3. GENERAL CONDITIONS OF USE

3.1 Use of any part of Our facility and activities are subject to:

3.1.1 Your adherence to the centre Rules and any other rules pertaining to that activity or facility.

3.1.2 Availability of the activity programme. This will vary from day to day and at various times. Our programmes often include exclusive sessions for beginners only, for experienced users only, for women only, for children only, for people with disabilities only and for older people only as well as closure for special events and activities. You are deemed to understand that this may restrict Your use from time to time and that no financial adjustment will be made to Your Fees.

3.1.3 The safe capacity of the facility.

3.1.4 You are wearing attire appropriate to the activity.

3.2 In all cases, Our interpretation of the Rules and these terms will take precedence and the decision of Our Manager or his / her nominee is final and must be respected.

3.3 Our managers have the right to:

3.3.1 Refuse admission.

3.3.2 Ask You or a member of Your party to leave the premises.

3.3.3 Exclude You or a member of Your party in the future from Our facilities at their absolute discretion.

3.4 Such action may be taken where You or a member of Your party fails to observe any of these Rules and conditions of use or where appropriate in the reasonable opinion of a Manager.

3.5 If You are excluded from future use of Our facilities Your Membership will be terminated. You will not receive a refund of any Fees paid for or in connection with Your Membership.

3.6 We may sometimes need to postpone, alter, cancel or introduce new activities temporarily or permanently at any time for any reason, including in response to customer feedback and/or to withdraw equipment and/or facilities for any reason including but not limited to maintenance, repair and alteration. We will, where reasonably possible, display notices in the facility or contact you by email as far in advance as possible to advise you of such a change.

3.7 We will not reduce or refund any Fees because of or in response to such unavailability of facilities, whether or not this is due to the programming of activities and classes but if We make a significant change You may cancel Your agreement in accordance with the cancellation provisions set out in Clause 5.

3.8 Where You have paid in advance and are due to attend a Lesson or Course which We cancel we will adjust your Membership with an equivalent amount of credit to be used by You to access a similar Lesson or Course at an alternative time, or day in the next 8 weeks. If no similar Lesson or Course is available as an alternative, We will reduce Your next Monthly Membership Payment by the respective value of the cancelled Lesson or Course.

3.9 Lockers located at Our facilities are for the use of Members using the facility only and can be used under the following conditions:

3.9.1 We have the right to gain access to any locker at any time if this is deemed necessary; We will empty all lockers each night and store any items found as lost property

3.9.2 Where lockers have been left locked these will be opened each night (except where the locker has been rented under the terms of the “locker membership” scheme).

3.9.3 You must not place any illegal goods or consumables, toxic, polluted or contaminated goods, flammable or hazardous goods, living plants or animals, food or perishable goods or waste in the lockers

3.9.4 Lockers are not to be used for valuable items. We accept no responsibility for the criminal activity of others and items left are done so at your own risk

3.10 Your Health is your Responsibility. Exercise carries its own risk, and you should therefore never exercise beyond your ability. If you have any doubts as to your fitness, or you have any medical conditions that may affect your safety through exercise, you should seek advice from your doctor before partaking in the activity.

3.11 When joining, you made the following statement concerning your health:

I wish to embark on a programme of physical activity and confirm that I do not have any health conditions which may prevent or adversely affect my participation in the exercise programme and/or induction. If my health status changes, I will seek guidance and clearance to exercise from my



General Practitioner or other relevant health professional before participating any further in the physical activity.

3.12 You are not permitted to enter the facilities or partake in activities when under the influence of alcohol or illegal drugs.

3.13 You are not permitted to bring any animals into any facility with the exception of assistance dogs. If You know You require the use of a guide dog when applying for Membership or during Your Membership term, please inform Us at that time.

3.14 You are not permitted to smoke, vape or use e-cigarettes anywhere on the premises or in the immediate vicinity.

3.15 No photography, filming or any type of recording of images or sound is permitted within the YMCA Community & Activity Village without you first obtaining permission. You must not take any images or recordings of any individuals unless you have their prior express permission, or there is implied permission (for example relating to your own children or family members). The Manager may permit you to take occasional photos or videos if requested at the time, but any formal or more extensive filming or photography must be approved beforehand in writing by a YMCA Manager. Managers at the YMCA Community & Activity Village have absolute discretion in deciding whether such recording activities are appropriate and/or permitted. You are not permitted to record or capture any images, video or audio recordings at any time in changing areas and toilets.

4. ACTIVITY BOOKING, PAYMENT & CANCELLATIONS

4.1 You are encouraged to make your Activity Booking in advance to secure Your place, however should You require assistance the team will be able to assist You at the centre. You can book online via the Membership Customer Portal or by using the App.

4.2 Depending on Your type of Membership, some activities will be included and be free of charge and some will not be included and will be chargeable. The schedule and availability for using activity areas including, but not limited to, pitches, MUGA, athletics track may change from time to time at our discretion.

4.3 All bookings must be made in the name of a specified Member. Bookings are not transferable between customers.

4.4 You must always register Your attendance by scanning Your Membership card at the centre reception entrance gates. Otherwise you will be marked as non-attended and charged a No Show Charge.

4.5 You must comply with all our Activity Terms and Conditions at all times. They are available to view at <https://ymcanevarksherwood.org/membership/activity-terms>. This includes completing inductions, where required, before participating in certain activities. Failure to complete an induction may result in such activities being restricted from your membership.

Activity Booking Payment

4.6 All Activity Bookings for activities NOT included in Your Membership must be paid for at the time of booking and are non-refundable. If You arrive late for Your booked activity, YMCA Newark and Sherwood has discretion to refuse You access depending on the activity type and any relevant health & safety considerations. All Activity Bookings include an element of a set up time or set down time.

4.7 Monthly, Single Payment and Pay and Play Members can make Activity Bookings via the App or Customer Portal 14 days in advance daily. The times Activity Bookings become available are regularly reviewed and may be subject to change.

4.8 Booking Members can make Activity Bookings via the App and Customer Portal 14 days in advance from midnight for all activities.

4.9 Bulk bookings for activity areas including, but not limited to, pitches, MUGA, athletics track must be paid for in advance by monthly DD. No show and late cancellation charges will apply where relevant.

Activity Booking Cancellations

4.10 We recommend that you cancel your booking via the App or Membership Customer Portal. Alternatively, you can cancel in person at the facility.

4.11 If You have paid an Activity Fee and cancel via the App or Customer Portal in advance of the cancellation window, You will automatically be issued with credit note to your account valid for a period of 12 months. Credit notes can be redeemed to their full or part value against future Activity Bookings and Fees.

4.12 There may be occasions where you are legitimately not able to provide the required notice to cancel Your Activity Booking - these instances might include a sudden emergency, pregnancy related illness or incident, those who live with hidden disabilities or health conditions and members with a registered disability. Should this be the case, members can contact us in centre to request to have the late cancellation charge waived and removed from your account. Removal of late cancellation charges is at Our discretion.

4.13 Following an initial warning, the Late Cancellation Charge and the No Show Charge are chargeable where the cancellation conditions set out in these Terms are not met. Each of these charges is currently £2.00, but is subject to review from time to time.

4.14 Any Late Cancellation and No Show Charges will be noted on Your Membership record and Your ability to use Our facilities or make further bookings will be blocked until these charges are paid in full. Charges can be paid online via your account in the Membership Customer Portal or App.

Activity	Cancellation window
Athletics Track	2 hours
Climbing Centre	2 hours
Gym	2 hours
MUGA	2 hours

Time Cancellation made by Member	Paid for activity	Included activity
Early Cancellation – cancellation made before the late cancellation window	Credit issued	No charge
Late Cancellation – cancellation made within the late cancellation window	No refund or credit due	Late Cancellation Charge
No Cancellation / No Show	No refund or credit due	No Show Charge



5. MAKING CHANGES TO YOUR MEMBERSHIP

5.1 You should ensure that Your Membership details are kept up to date. You can access Your own information via the Membership Customer Portal and App or You can ask at the facility.

5.2 Should You wish to change Your bank details, in person at The facility.

5.3 If You ask Our staff to update the details of Your Membership or a Membership for which You pay, including bank account details, You will be required to provide proof of Your identity before any changes can be effected.

5.4 You can apply to change Your Membership type at any time. Please contact Us in person at The facility. The amount You pay will be varied accordingly and You will be required to pay all Fees associated with the new Membership.

5.5 Any requests for Membership refunds will be dealt with in line with and these Terms and according to the type of Membership You have.

Monthly Memberships

5.7 You can request to cancel Your Monthly Membership by emailing memberships@ymcans.org or by sending a letter to the facility at our registered address clearly marked "Membership Cancellation". You will need to provide a minimum of one calendar months' notice before Your next DD date to prevent further DD payment collection.

5.8 We understand that You may wish to consider cancelling if We make significant changes to the activities and facilities covered by the Membership, which includes any price increases affecting Your Membership. Where we are unable to give you one month's prior indication of any price increase and You wish to cancel as a result of this change You may do so by giving Us written notice of less than one month and Your responsibility to pay Fees will continue until the date immediately prior to the date on which the increase takes effect.

5.9 If You have any other queries or concerns regarding Your Membership please contact us via the website or email or visit The facility.

Single Payment Membership

5.12 If you do not renew Your Single Payment Membership before it expires, it will automatically terminate at the end of the Membership term.



5.13 You can cancel your Single Payment Membership via the Customer Portal or App by selecting the 'My Account' then 'Memberships' then 'Manage Membership' then 'Cancel but you will not receive a refund for any Fees save for as set out below in clause 5.14

5.14 You will only be entitled to a refund on a Single Payment Membership if Exceptional Circumstances apply to You and by contacting Us and setting out the Exceptional Circumstances. We will then consider your request and if We are satisfied that Exceptional Circumstances apply to You we will process your refund in accordance with clause 5.15. We may, acting reasonably, request evidence of your Exceptional Circumstances.

5.15 If You do cancel a Single Payment Membership because Exceptional Circumstances apply, You will be charged at the Monthly Payment Fee rate for the proportion of the membership year prior to Your cancellation and we will refund You the remaining balance within 30 days. By way of example only, if the cost of a of a Single Payment Membership is £360 a year and You give Us notice of cancellation six months into Your Membership term We will refund you £180.

Pay As You Go

5.16 The Pay As You Go Fees are not refundable.

Block Bookings

5.17 You may cancel a Block Booking at any time during the term, but there will be no refund of any Fees paid outside of the cooling off period as stated in clause 2.3.

Freezing Your Membership

5.18 You may request that We freeze Your Monthly Membership if You are temporarily unable to continue participating. If We agree to Your request, We will activate the freeze from the date We receive that evidence. A freeze request must be submitted at least 14 days before the next payment is due.

5.19 You may request that We freeze Your Single Payment Membership if You are temporarily unable to continue participating. We may require reasonable evidence to support Your request. If We agree to Your request, We will activate the freeze from the date We receive that evidence.

5.20 You can request to freeze your membership by emailing memberships@ymcans.org, via the Customer Portal or App by selecting the 'My Account' then 'Memberships' then 'Manage Membership' then 'Freeze Membership' and finally selecting the reason, start date and time period. The minimum freeze period permitted is one month and the maximum freeze period is 3 months.



5.21 Following the expiry of the Freeze Membership period you have requested the Membership will automatically be reinstated and collection of Fees will recommence.

5.22 You can notify Us via email (memberships@ymcans.org) if You wish Us to unfreeze Your Membership early.

5.23 Freeze periods of longer than 3 months can be requested by emailing memberships@ymcans.org and will be authorised at Our discretion.

5.24 In the case of any Membership freeze of Single Payment Membership, the period will not form part of the term of the Membership. For example, if the remainder of the term of a Membership is 4 months at the point of the freeze, when the Membership is reactivated, the remainder of the Membership will still be 4 months.



6. RESPONSIBILITIES

Our Responsibility to You

6.1 We want You to enjoy peace of mind with Your Membership and Your wellbeing is of key importance. We will compensate You for any foreseeable loss or damage You may suffer if We fail to carry out Our obligations under these Terms or to a reasonable standard, or if We breach any duties imposed upon Us by law (including if We or Our employees, sub-contractors or agents cause death or personal injury to You by Our negligence) unless that failure is attributable to:

6.1.1 your own fault

6.1.2 a third party unconnected with Our provision of the facilities; or

6.1.3 events which We could not have foreseen or prevented even if We had taken all reasonable care.

6.2 We shall not be liable for any damage to, loss, or theft of personal property belonging to You, (or any of Your guests) at Our facilities including from lockers, except to the extent that any such loss, damage or theft of personal property is as a result of Our negligent action or omission, in which case Our liability to compensate You shall be limited to a reasonable amount.

Your Responsibility to Us

6.3 By using any facility, You are deemed to be fit and able to participate in the activity(ies) offered. Please refer to clause 3.10 and 3.11 for full details.

6.4 Where You are taking part in any physical activity You are responsible for monitoring Your own physical condition throughout Your use of Our facility. In the event of any unusual symptoms occurring, You should inform a member of staff immediately.

6.5 You must use the equipment and facilities in the correct manner according to instructions and/or induction training; You must not use the same in any manner which constitutes a health and safety risk either to Yourself or to others. We are not responsible for any injury or loss You suffer as a consequence of misuse of any equipment, or of any health condition that You may have (except where Our negligence causes personal injury).

7. CAR PARKING

7.1. Car parking facilities are available to You. You may use such spaces only when using the facility.

7.2. We accept no liability for any loss or damage which may result from Your use of the car parking facilities. All such use is at Your own risk.

7.3. Neither Membership nor planned / booked use of the facilities guarantees the availability of a parking space. Spaces are available on a first come first served basis.

7.4. The car park terms and conditions as displayed shall apply.

8. GENERAL

8.1 These Terms may be reviewed and/or altered at any time. We will use reasonable endeavours to inform Members of material or significant changes to the Terms as far in advance as possible with notice of any significant change such as the temporary closure of a facility or change to Fees. Notices will be displayed in the facilities and, where You have provided an email address, this will be used as the primary method of contact for such notice.

8.2 We reserve the right to reject any application for Membership at Our absolute discretion or withdraw any Membership if You fail to comply with these Terms and/or Our facility conditions. Refunds will not be given where the Member is in breach of these Terms.

8.3 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

8.4 If any court or competent authority finds that any provision contained in these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.

8.5 No failure by Us to enforce any provision in these Terms shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

8.6 A person who is not a party to these Terms shall not have any rights under or in connection with them.