

Membership Terms & Conditions

Principle Terms

1. This agreement commences on issue of the personalised membership card(s).
2. Your Membership starts on the Agreement Start Date.
3. You will be entitled to all the rights and privileges exercisable for the type Membership Agreement selected.
4. You cannot transfer this agreement to anyone else, unless by prior written authorisation from AH&LC.

Fees & Charges

5. When a Joining Fee / Part Month payment / Annual or First Instalment is due from you to us, it is payable immediately and is not refundable in any circumstances. This includes instalments paid in advance.
6. The instalment amount is due from you to us. **You are obligated to pay all instalments to complete the Total Contract Value.** For the avoidance of doubt, you are obligated to make every instalment payment by the date required regardless of non-attendance, whatever the reason non-attendance may be. Should you fail to make an instalment then the full balance of the Total Contract Value becomes due.
7. You agree to advise us immediately of any change to the member details provided on this application.
8. If you fail to pay any amount due under this agreement or any other fee accumulated during membership, for a period of more than 30 days, then we may pass the debt to a third party company for collection. You may also incur any additional costs associated with recovering the debt.
9. We may change the amount of your monthly subscriptions. If we do we will write to you (or email) 10 days in advance at the address(es) you have given us. For this reason, it is vital that you update us if either your postal or email addresses change from that shown on this form.
10. The member identified on this form as the 'Head Member' is responsible for all payments and ownership of the membership regardless of any third party payments. No payments should be made by third parties without prior authorisation and a signature where applicable.

The Right to Change your Mind

11. The right to change your mind (cool-off period) must be made in writing:
 - a) 14 days from your joining date if signing remotely online or by telephone

Freezing or Suspension of Membership

12. Membership may under specific circumstances be frozen or suspended for a period of up to 3 months subject to prior receipt of the request in writing and approval by AH&LC. Approval is only granted for specific reasons and evidence to support the request may be required. Depending on circumstances there will be a £5 for each month of suspension. Terms and conditions relating to this facility are available on request or can be viewed on our website.

Cancellation of Membership

13. Membership cannot be cancelled within the Minimum Term and/or before settlement of the Total Contract Value specified within the Membership Application regardless of non-attendance, whatever the reasons for non-attendance may be.

Renewal

14. After completing the Minimum Term by completing payment of the Total Contract Value, we will continue collecting your monthly instalment by Direct Debit as an automatic monthly renewal of membership, the 'Renewal Instalment'. Your membership will be extended by one month each instalment. Each instalment made is not refundable under any circumstances. This Renewal Instalment may only be amended if we advise you in writing giving 10 working days notice in advance. For further clarification, the Renewal Period is that time after completing the Minimum Term or Total Contract Value as stated on the Membership Application.
15. During this Renewal Period, you can cancel your membership by giving **one month's** notice (representing one further instalment payment), by emailing gatwickinfo@acornsgym.com or writing to the General Manager, Acorn Health & Leisure LTD, Copthorne Road, Copthorne, Crawley, RH10 3SQ. or by completing a Cancellation Request form, available at the Club reception.

Facilities

16. Membership includes access to a single centre identified as the 'Home Club'. No bookings can be made on behalf of other participants. You must participate in all activities booked under your membership number.
17. We may change Club opening times or withdraw any facilities at any time if they are required for tournaments, exhibitions or other activities, or in connection with any repair, alteration or maintenance work or for any other reason given. Where possible, we will inform you in advance of any significant or permanent changes to opening times, programmes or facilities via notices on site and the website.
18. Some sessions may be programmed, with restricted access to facilities. Such programming may also be subject to change. No refunds will be made due to such programming changes or disruptions as noted in clauses 16 to 18.

General Terms

19. You agree to comply with the rules of membership, use of facilities and conduct which are available on our website. We may make reasonable changes to these rules at any time that we will give you advanced notice of. You must also comply with the Zero Tolerance Policy as outlined in the Club Rules.
20. If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us strictly enforcing the terms of this agreement at a future date.
21. We may assign the benefits of this agreement and our rights there under to a third party on notice to you. Your rights under this agreement will not be prejudiced.
22. This agreement is governed under English Law.
23. We may terminate this agreement with immediate effect on notice to you if you are in breach of the centre/scheme rules. In this event you will not be liable to pay any further Direct Debit payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for termination or a refund. No pre-paid instalments or fees will be refunded on termination of this agreement.
24. If you are under 18 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.

Data Protection

25. Your personal information will be held and used in accordance with the Data Protection Act 1998. AH&LC will not disclose such information to any unauthorised person or body, but where appropriate will use such information in carrying out its various functions and services, including for the purpose of membership administration and to occasionally provide you with details of AH&LC activities and offers. We will not pass your details on to third party companies for direct marketing purposes. AH&LC may use this data in connection with the prevention or detection of fraud or other crime.

For on-going enquiries in regard to your Direct Debit and your financial payments please contact: Tel **01342 715 022** or email gatwickinfo@acornsgym.com.