

terms and conditions

health & fitness and update form

This document specifies the terms and conditions of all memberships. The Member is advised to read the whole of this agreement carefully. This agreement is made between Brio and you (The Member).

For the purposes of these terms, 'Brio' is acting as an agent for the provision of services on behalf of Cheshire West and Chester Council.

membership

1 joining

- 1.1 Submission of a Membership Application Form is an offer by the Member to Brio to become a member of the centre subject to the terms and conditions of this contract.
- 1.2 You will be subject to all rights and obligations according to the type of membership for which your application has been accepted.
- 1.3 When joining a centre, your photograph will be taken when your membership card is issued. This will be used for identifying the cardholder prior to granting access to activities.
- 1.4 The Workfit membership scheme is open to the company employees and any family members in the same household aged 18 years and over.
- 1.5 Family members may join the Workfit scheme even if the employee does not.
- 1.6 There is a minimum 6-month commitment period to Workfit memberships.

2 membership fees and charges

- 2.1 Membership is payable in advance annually or monthly by Direct Debit.
- 2.2 When joining the annual membership, you will pay for a 12-month membership upfront. Members will be invited to renew their membership upon expiry or alternatively have the option to switch to a 'monthly' Direct Debit membership.



2.3 When joining the monthly Direct Debit membership, the first Direct Debit payment due to Brio will be taken on or around the 1st of each month and on or around the first day of each subsequent month of membership.

2.4 The first payment will need to be paid in advance. This can be done by cash, cheque, credit card or debit card. Depending on the date you join, you will be charged for the initial proportional payment for that month plus the next calendar month's fee (where appropriate) as specified upon sign-up.

2.5 Monthly Direct Debits are a fully binding contract between Brio and the Member and will automatically continue until Brio is notified otherwise in writing.

2.6 Failure to make any due payment will result in the membership being suspended. Access will be denied until outstanding payment has been made. Any further outstanding account arrears will be payable before the reinstatement of any membership scheme run by Brio.

2.7 Membership fees are usually reviewed annually, but circumstances may dictate an earlier revision. You will be given one month's notice of any fee change in writing.

2.8 Members are required to pay for all activities outside of their membership option and must have a valid ticket for use.

3 refund policy

3.1 You can cancel your membership within 10 days of the initial membership start date and we will refund any membership fees you have paid, providing we have written notification from you within this time frame, and you have not used the centre(s). Any usage undertaken in this timeframe would be deducted from the amount you are refunded. If you should choose to cancel your membership within the allotted 10 days, refund of the initial payment, minus any usage, will be made. The refund will take no longer than 10 working days. To apply for a refund please email, finance@brioleisure.org.

4 membership card

4.1 All members will receive a membership card when they join, along with access to their QR code via the Brio app for entry.



4.2 Your membership card is non-transferable. You must not allow anyone else to use your card or membership number. Cards being used by any other person other than the authorised member will result in that membership being cancelled.

4.3 If a membership card is lost, stolen or damaged the management will issue a replacement card for a nominal fee of £2.00.

4.4 A valid membership card or QR code must be presented clearly to the receptionist or validated by the computer system at the kiosk each time you use the facility, before proceeding into the centre. Any Member attending a centre without a valid membership card or QR code will be asked for proof of identification. After the 3rd consecutive visit without a membership card, the member will be asked to pay the fee for the activity they are attending. Alternatively, you can download the Brio mobile app and use the digital membership card to access each centre.

5 membership types

Your membership type is listed on your application form or, if you applied online, in your confirmation email.

5.1 Workfit and Brio Premier membership allows you reciprocal use across all Brio gyms including a Welcome Workout and Member Journey programme, fitness classes (charges apply to some classes), casual swimming, off-peak racquet sports (weekdays from centre open times up to 17.00 pm, session must be finished by 17.00 pm and anytime at weekends), health suite facilities (Brio Northgate, Brio Northwich and Brio Winsford) and running track at Brio Ellesmere Port (restricted times applied, speak with the Brio Ellesmere Port team for details).

5.2 Brio Concession (off-peak) option is available to customers who meet the concessionary eligibility list, this allows reciprocal use across all Brio centres during weekdays from opening time until 17.00 pm. The session must be finished by 17.00 pm and anytime during the weekend.

5.3 Brio Swim membership allows reciprocal use of casual swimming across Brio swimming pools as follows: Brio Christleton, Brio Ellesmere Port, Brio Neston, Brio Northgate, Brio Northwich, and Brio Winsford.

5.4 Brio Standard allows access to a 'single centre' and includes the gym, a Welcome Workout and Member Journey programme, fitness classes (charges apply to some classes),



casual swimming, and off-peak racquet sports. This membership is available at Brio Christleton and Brio Frodsham (no pool provision).

5.5 Brio 75+ membership allows reciprocal off-peak use across all Brio centres, weekdays from centre opening until 17.00 pm. Sessions must be finished by 17.00 pm and anytime at weekends, to the gyms, including Welcome Workout and Member Journey programme, daytime fitness classes, casual swimming (including peak sessions) and off-peak racquet sports, sauna and steam facilities at Brio Northgate sauna, steam and jacuzzi at Brio Northwich and Brio Winsford.

5.6 Regular Armed Forces, Ex Member and Reservist membership packages available - Speak to our team for more information.

5.7 Brio Junior membership - Ages 12-17 years inclusive allows you reciprocal use across all Brio gyms, including Welcome Workout and Member Journey programme, fitness classes for those aged over 14 years (charges apply to some classes), casual swimming, off-peak racquet sports (weekdays from centre opening time up to 17.00 pm, session must be finished by 17.00 pm, and anytime at weekends). Ages 11 years and under allows unlimited casual swimming and off-peak racquet sports (weekdays from centre open times up to 17.00 pm, session must be finished by 17.00 pm, and anytime at weekends)

5.8 A membership downgrade/upgrade form must be completed in the centre to change your membership type.

5.9 The category of each membership type is detailed in our literature, in-centre signage and website. We may modify the arrangements for reciprocal use at any time subject to giving 1 months' notice where reasonably practicable.

5.10 Concessionary and Workfit rates are available to customers who meet the concessionary eligibility list. To qualify for any discounted membership options, you are required to supply evidence of your eligibility. A list of Workfit companies and acceptable evidence can be obtained from us. Initially, you may be charged the full membership rate, and this will be reduced at the first Direct Debit date, falling 30 days after your evidence has been provided. Evidence of eligibility will be required to be shown annually.

6 gym use

6.1 You must complete a Health Commitment Statement (HCS) form before using the gym.



6.2 You are required to have a Welcome Workout and or complete a Fast Track Induction (adults only) and must declare that to the best of their knowledge, the information on the HCS is complete and accurate.

6.3 In exceptional circumstances Brio reserve the right to postpone, alter, change times and or cancel classes.

6.4 You may not use the gym whilst under the influence of alcohol or anticoagulant, antihistamines, beta-blockers, narcotics, 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.

6.5 Junior members ages 12-15 years have access to any of the supervised gym sessions by themselves during specific hours. Monday - Friday 10 am - 17:30 pm and weekends between 10 am - 14:00 pm. Outside these hours, an adult gym member (18+) must accompany them. Contact your local centre to confirm supervised hours as they may vary.

6.6 There are some restrictions in place regarding equipment and weights that Juniors can use, please review these conditions by visiting www.brioleisure.org/legals

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

6.8 Junior Members must complete a Welcome Workout. A parent or guardian will be required to sign their Health Commitment Statement (HCS) form.

7. group fitness classes

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

7.2 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.

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

7.4 You must obtain a class ticket when swiping your member card at reception or kiosk and submit to the class instructor.

7.5 We reserve the right to limit you to participating in three exercise classes per day.



7.6 Junior members aged 14 years+ may participate in regularly scheduled classes, subject to status.

8 swimming pool area

For reasons of health and hygiene you must:

- 8.1 Comply with the instructions of our lifeguards for your own safety.
- 8.2 Always shower before entering any of our health suite facilities and or swimming pool.
- 8.3 Bathers will not consume, store, or bring into the changing rooms or swimming pool area, any food or drink in a glass container.
- 8.4 Each pool session operates with a maximum bather load. Management reserve the right to change the bather load depending on staffing levels.
- 8.5 Comply with any swimming direction signs posted in the swimming pool area; and wear appropriate swim wear only (check with the centre on the current swim wear policy).
- 8.6 The swimming pool may from time to time be reserved for private hires, community groups, or swimming lessons. Prior notice will be displayed within centre, on social media and via our app.
- 8.7 You may not use any of the health suites facilities whilst under the influence of alcohol or anticoagulant, antihistamines, beta-blockers, narcotics, or tranquillisers. If you have high or low blood pressure, heart disease, cardiac irregularities, asthma and/or diabetes and if you are pregnant, you should consult your doctor prior to use.
- 8.8 Heads should never be submerged in the jacuzzi.
- 8.9 When using the health suite facilities, you must wear appropriate swim wear.
- 8.10 Junior Members under 18 years may not use any of the health suite facilities
- 8.11 The ages of children allowed to use the swimming pool vary according to local guidelines and insurance advice. Please refer to the relevant centre pool admissions policy on the centre notice boards or here: www.brioleisure.org/legals/pool-admission.

9 centre usage and conduct

- 9.1 We are pleased to invite customers to be Brio members, but we reserve the right to ask customers to leave the scheme if they abuse their membership, such as non-payment or unacceptable behaviour.



9.2 We ask that you use the facilities and equipment in accordance with the advice given by any member of staff and/or notices suitably displayed. Failure to apply to these terms or abuse to facilities or equipment will result in the member being asked to leave the scheme.

9.3 Full details of normal opening hours together with a schedule of charges and fees are available upon request at each Brio centre.

9.4 Some areas of our centres are unsupervised, and we do not accept responsibility for any harm or injury to you while using them unless caused by our employees, agents, subcontractors or our negligent act or omission.

9.5 Complaints should be communicated privately to a member of the relevant centre's management, or in writing through the suggestion/comment's boxes or email / letter to the centre manager.

9.6 Smoking is prohibited in all areas of a centre.

9.7 Our car parks may only be used by customers whilst they are on centre premises. You may not leave your car in our car parks at any other time.

9.8 Children aged 7 and under may change in any changing room under supervision. Junior members aged 8 and over should use the changing room that aligns with their gender identity or any designated family or accessible changing areas if available.

9.9 Photography or filming of others is not allowed in any centre without permission

9.10 From time to time we will take photographs or film for press or promotional purposes. However, we will ask you for your consent, where reasonably possible, by asking you to sign a use of image rights form (a Brio photography reproduction authorisation form) to consent to this usage.

9.11 We reserve the right (with or without notice) to close or prohibit the use of the site(s) and the facilities at our discretion and or when events occur which are beyond our control. We will not be liable to you for any expenditure incurred or loss sustained, directly or indirectly arising from circumstances of this nature.

10 cancellation of membership

10.1 You may apply to cancel your membership if you are a monthly Direct Debit member. Workfit memberships have an initial 6-month commitment period before you can cancel your membership.



10.2 You are required to give 1-month's payment notice of termination which will commence on the first day of the following month and expire on the last day of that month.

10.3 You may give notice of your intention to cancel your membership either in the centre by completing a cancellation request form or email, or alternatively, you can send a letter to the centre manager.

10.4 You are responsible for instructing your bank to cancel the monthly Direct Debit. All subscriptions and dues must be fully paid up to date including the appropriate notice period at the time of cancellation.

10.5 Direct Debit memberships are non-refundable if the full cancellation process is not completed.

10.6 Annual memberships are a 12-month fixed-term contract and are non-refundable (please see paragraph 2.2).

11 freezing memberships

11.1 A monthly member can apply to freeze their membership.

11.2 One full calendar month notice of 'freezing' must be given in writing to the member's centre and must be for a minimum period of one month and a maximum period of three consecutive months.

11.3 Monthly membership may not be 'frozen' during the notice period in respect of the cancellation of membership (please see paragraph 10.2 'Cancellation').

11.4 The freeze period should run from the first day to the last day of each month. Monthly Direct Debit payments will automatically restart after the given period. Members must not cancel their Direct Debit with their bank, as this will result in the member needing to re-join the scheme.

11.5 An annual member may apply for their membership to be 'frozen' in which case the membership will be extended for a period equivalent to the 'frozen' period, maximum three months. The expiry date of the initial 12-month fixed term of a membership will be extended by the number of months the membership is 'frozen'. One full calendar month notice of 'freezing' must be given in writing to the Member's centre.

12 change of personal information



- 12.1 Members must notify the centre of any change of personal details.
- 12.2 For Workfit Memberships, if you cease employment with your company, you must inform the Brio reception staff in the centre, and they will be happy to arrange a new membership option for you and/or your additional family members.

13 booking conditions

- 13.1 Members are only permitted to make one individual racquet court booking per day and this must be for their personal use.
- 13.2 Members are permitted to make up to three fitness class bookings per day and this must be for their personal use.
- 13.3 Abuse of this regulation may lead to members being withdrawn from the advance booking facility.
- 13.4 Brio reserves the right to re-allocate any bookings to other courts or areas to optimise space utilisation.
- 13.5 Members can make fitness class and racquet activity bookings by telephone, online using our website or mobile app or in person at the centre reception.
- 13.6 Members can make online fitness class bookings up to 7 days in advance and until 60 minutes before the activity start time.
- 13.7 Online bookings of fitness classes, racquet sports, and Welcome Workouts are available to all members by registering online.

14 cancellation of booking conditions

- 14.1 No refund of membership fees will be made if a facility or activity booking is cancelled by the member.
- 14.2 Cancelling a booking must be done more than 4 hours in advance of the start time of the booked activity, no refunds will be issued. Cancelling within 4 hours of the start time of the booked activity will result in a dishonour charge*.
- 14.3 Members can cancel a class space online or in the centre right up until the class is due to start, and if the cancelled space gets taken by another customer, the Member will not have the dishonour charge* placed on their account.
- 14.4 You can also cancel more than 4 hours before your class is due to start, and there will be no charge, whether the space is filled or not.



14.5 Failure to turn up for a booked fitness class will result in members receiving a dishonour charge and may be prohibited from making advance bookings in the future until the dishonour charge* has been paid.

14.6 Brio reserves the right to refuse or cancel any booking without giving any reason, to refuse admission to the centre, to reject an application of membership and to withdraw membership.

14.7 We can add to, change, withdraw or cancel facilities or activities from the centre without notice. This includes closing a centre or changes to its opening hours for safety reasons, maintenance or special events. No refund of membership fees will be made if a facility or activity booking is cancelled by the centre.

14.8 The centre will not be liable for any other expenditure incurred or loss sustained by the customer arising from the booking or cancellation.

15 your personal information

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

15.2 We collect your personal information to set up your membership, provide the associated services, and process payments.

15.3 We also collect data to support our commitment to the community in offering an inclusive provision for health and fitness in line with the Equality Act.

15.4 Where you have given consent to receive news, offers, and tips, we will also contact you with relevant information monthly. On occasions, you may receive more than one communication per month if deemed suitable. You can opt out of these communications at any time by clicking the unsubscribe link, emailing info@brioleisure.org, or speaking to any of our reception teams.

15.5 We do not sell your personal data to any third party, and any communication you receive will be sent directly from Brio.

If you have any concerns regarding your membership, please visit your local centre, or email info@brioleisure.org.

The applicant has read this agreement in its entirety and understands the contents completely, has taken all such independent advice on it as they wish and accepts all terms and conditions contained in it.



