

## TERMS AND CONDITIONS OF MEMBERSHIP

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 Leisure and you (The Member).

## MEMBERSHIP

### 1 Joining

- 1.1 Submission of a Membership Application Form is an offer by the Member to Brio Leisure 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 Upon joining the centre the member consents to having his/her photograph taken by Brio Leisure.
- 1.4 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. Membership dues are detailed overleaf.
- 2.2 When joining the annual membership, you will pay for 12 months membership up front. 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 Leisure 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 overleaf.
- 2.5 Monthly Direct Debits are a fully binding contract between Brio Leisure and the Member and will automatically continue until Brio Leisure 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 reinstatement of any membership scheme run by Brio Leisure. Brio Leisure retains the right to recover all outstanding balances.
- 2.7 Membership fees are usually reviewed on an annual basis 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](mailto:finance@brioleisure.org).

### 4 Membership Card

- 4.1 A membership card will be issued to each Member when they join a centre.
- 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 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 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.

### 5 Membership Types Your membership type is set out overleaf.

- 5.1 WorkFit and Brio Premier Membership allows you reciprocal use across all Brio Leisure gyms including Welcome Workout and Member Journey programme, fitness classes (charges apply some classes), casual swimming, off peak racquet sports (weekdays from centre open times up to 5.00pm, session must be finished by 5.00pm and anytime at weekends), sauna and steam facilities at Northgate Arena, sauna, steam and jacuzzi at Northwich Memorial Court and Winsford Lifestyle Centre.
- 5.2 Brio Concession (Off Peak) option is available to customers who meet the concessionary eligibility list (see 5.11), this allows reciprocal use across all Brio Leisure centres during weekdays from opening time until 5.00pm, session must be finished by 5.00pm and anytime during the weekend.
- 5.3 Brio Swim Membership allows reciprocal use of casual swimming across Brio Leisure swimming pools as follows: Christleton Sports Centre, Ellesmere Port Sports Village, Neston Recreation Centre, Northgate Arena, Northwich Memorial Court and Winsford Lifestyle Centre.
- 5.4 Brio Lite / Local Membership allows access to the gym, including Welcome Workout and Member Journey programme, only at your 'local centre' Rudheath Leisure Centre.
- 5.5 Brio Standard / Single Centre Membership allows access only at your 'single centre' to the gym, including Welcome Workout and Member Journey programme, fitness classes (charges apply to some classes), casual swimming, off peak racquet sports. Available only at Christleton Sports Centre or Frodsham Leisure Centre (no pool provision).
- 5.6 Brio 75+ Membership allows reciprocal off peak use across all Brio Leisure Centres, weekdays from centre opening until 5.00pm, session must be finished by 5.00pm 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 Northgate Arena, sauna, steam and jacuzzi at Northwich Memorial Court and Winsford Lifestyle Centre.
- 5.7 Serving members of the Regular Armed Forces Off Peak Membership allows reciprocal off peak use across all Brio Leisure Centres weekdays from centre opening until 5.00pm, session must be finished by 5.00pm and anytime at weekends, to the gyms, including Welcome Workout and Member Journey programme, daytime fitness classes at a classes), casual swimming and off peak racquet sports, sauna and steam facilities at Northgate Arena, sauna, steam and jacuzzi at Northwich Memorial Court and Winsford Lifestyle Centre.
- 5.8 Ex-Serving members of the Regular Armed Forces (Discharged on Medical Grounds) Off Peak Membership allows reciprocal off peak membership for 12 months from date of service medical discharge. For use across all Brio Leisure Centres weekdays from centre opening until 5.00pm, session must be finished by 5.00pm and anytime at weekends, to the gyms, including Welcome Workout and Member Journey programme, daytime fitness classes at a reduced rate of £1.00 (excludes premium classes), casual swimming and off peak racquet sports, sauna and steam facilities at Northgate Arena, sauna, steam and jacuzzi at Northwich Memorial Court and Winsford Lifestyle Centre. Thereafter a discounted WorkFit membership is available for a further 4 years.
- 5.9 Brio Junior Membership - Ages 12 - 17 years inclusive allows you reciprocal use across all Brio Leisure gyms including Welcome Workout and Member Journey programme, fitness classes for those aged over 14 years (charges apply some classes), casual swimming, off peak racquet sports (weekdays from centre opening time up to 5.00pm, session must be finished by 5.00pm, 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 5.00pm, session must be finished by 5.00pm, and anytime at weekends).
- 5.10 You should contact your centre if you would like further details of different types of Brio Leisure membership that are available. Each category of membership has different restrictions, conditions and benefits. Another category of membership may be of interest to you if your requirements or circumstances change. A membership downgrade/upgrade form must be completed in the centre to change your membership type.
- 5.11 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 month's notice where reasonably practicable.
- 5.12 Concessionary and WorkFit Rates are available to customers who meet the concessionary eligibility list. In order 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 All Members must complete a Pre Activity Health Commitment Statement (HCS) application form before using the gym.
- 6.2 All Members are required to have a Welcome Workout and must declare that to the best of his/her knowledge, the information provided in the HCS is complete and accurate.
- 6.3 The Member must disclose to Brio Leisure if he/she knows of any reason why he/she should not take part in the exercise programme prescribed. If the member chooses to deviate from any prescribed exercise programme in any way he/she does so at their own risk.
- 6.4 The Member will be responsible for monitoring his/her own physical condition throughout any exercise programme. In the event of any unusual symptoms occurring, the member should inform a Brio member of staff immediately or raise the alarm.
- 6.5 In exceptional circumstances Brio Leisure reserve the right to postpone, alter or cancel classes.
- 6.6 Our staff are not medically qualified. If you have any doubts about your fitness or capability to undertake physical exercise we strongly recommend that you take independent medical advice before undertaking any exercise.
- 6.7 A Brio gym instructor must be consulted before using any new piece of fitness equipment. Brio Leisure cannot accept responsibility for any injury sustained as a consequence of any item of equipment being used upon which the member has not received instruction.
- 6.8 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.
- 6.9 Junior members aged 12-15 years have access to any of the supervised gyms by themselves up to 6.00pm. After 6.00pm they must be accompanied by an adult aged 18 years and over. Details of supervised gym times (when facilities are available for junior use) applicable to each centre are available from the centre. Those aged over 16 years can use the gym at any time, during opening hours, without supervision.
- 6.10 We reserve the right to close certain areas from time to time at our discretion.
- 6.11 Junior Members must complete a Welcome Workout. A parent or guardian will be required to sign their Pre Activity Health Commitment Statement (HCS) application form.
7. **Group Fitness Classes**
- 7.1 You are advised to pre-book classes to ensure your participation in them.
- 7.2 Class timetables and instructors are subject to change from time to time without notice.
- 7.3 In order to avoid disturbing classes and avoid injury, members are requested to arrive on good time; we do operate a lateness policy which will prevent anyone arriving more than five minutes late.
- 7.4 Where, in the opinion of an instructor, a class is overcrowded, the instructor may restrict the number of attendees at that class.
- 7.5 You must obtain a class ticket when swiping your member card at reception or kiosk and submit to the class instructor.
- 7.6 We reserve the right to limit you to participating in three exercise classes per day.
- 7.7 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 Obey the instructions of our lifeguards.

- 8.2 Always shower before entering the sauna, steam room, jacuzzi or swimming pool.
- 8.3 Not consume or store, or bring into the changing rooms or swimming pool area, any food or drink in a glass container.
- 8.4 Each centre's management reserves the right to limit the swimming pool to maximum bathers load.
- 8.5 Comply with any swimming direction signs posted in the swimming pool area; and wear appropriate swim wear only.
- 8.6 The swimming pool may from time to time be reserved for other groups, swimmers only or swimming lessons. Prior notice will be displayed on centre notice boards.
- 8.7 You may not use the saunas, steam rooms or jacuzzi 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 steam room and/or sauna, you are requested to wear appropriate swim wear.
- 8.10 Junior Members under 18 years may not use the jacuzzi, spa, sauna or steam 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 on our website.
- 8.12 Where children are allowed to use the swimming pool the following rules apply:
  - (a) Those aged under 8 years must be accompanied by an adult (maximum two (2) children per adult).
  - (b) The adult must accompany children into the pool area and must remain there as they remain responsible for the child's/children's behaviour and safety.

### 9 Centre Usage and Conduct

- 9.1 We are pleased to invite customers to be Brio Leisure 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 Leisure 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/comments boxes or by post to the centre manager.
- 9.6 Fire exits, which are clearly marked, are there in the interests of safety and you must not interfere with fire doors for any reason.
- 9.7 Smoking is prohibited in all areas of a centre.
- 9.8 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 (for example, you may not leave it there following a centre visit while you go shopping elsewhere).
- 9.9 Child Members aged up to 7 years may change in either sex changing room, under supervision. Junior Members aged over 8 years must change in the changing room of their own sex.
- 9.10 You must not take any photographs or movie shots in any centre (including using a camera on a mobile phone, or PDA).
- 9.11 From time to time we will take photographs or movie shots 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 Leisure photography reproduction authorisation form) to consent to this usage.
- 9.12 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 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 Lockers

- 10.1 Lockers are subject to availability. Brio Leisure does not undertake that use of a locker will guarantee that no theft of/or damage to your property will occur, and cannot be held responsible for loss of or damage to any contents placed within the lockers, how so ever caused.
- 10.2 You should check that your household contents or other insurance policy protects you against any risk of theft.
- 10.3 Lockers may only be used for the purposes of keeping clothing, workout or swim kit, toiletries and the clothing that you were wearing when you came to a centre. The keeping of any other items in a centre's locker is prohibited. If Brio Leisure has reasonable grounds to suspect that a locker is being used in breach of this rule, Brio Leisure reserves the right to open the locker in question (by force if necessary) and remove any offending items.
- 10.4 Lockers are available for use only whilst you are on a centre's premises. Use of a locker whilst not on centre premises is prohibited.
- 10.5 Lockers will be emptied every night. If removed, your belongings will be available for collection from the relevant centre's reception for a period of thirty days. If you do not collect your belongings within thirty days, your belongings may be donated to charity.

### 11 Cancellation of Membership

- 11.1 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 are able to cancel your membership.
- 11.2 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.
- 11.3 You may give notice of your intention to cancel your membership either; in centre by completing a cancellation request form at the centre reception or alternatively you can send a letter to the centre manager.
- 11.4 It is the responsibility of the Member to instruct his/her bank in writing 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.
- 11.5 Direct Debit memberships are non-refundable if the full cancellation process is not completed.
- 11.6 Annual memberships are a 12 month fixed term contract and are non-refundable (please see paragraph 2.2).

### 12 Freezing Memberships

- 12.1 A monthly member may apply for his/her membership to be 'frozen'.
- 12.2 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.
- 12.3 Monthly membership may not be 'frozen' during the notice period in respect of the cancellation of membership (please see paragraph 11.2 'Cancellation').
- 12.4 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.
- 12.5 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.

### 13 Change of Personal Information

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

### 14 Booking Conditions

- 14.1 Members are only permitted to make one individual racquet court booking per day and this must be for their personal use.
- 14.2 Members are permitted to make up to three fitness class bookings per day and this must be for their personal use.
- 14.3 Abuse of this regulation may lead to Members being withdrawn from the advance bookings facility.
- 14.4 Brio Leisure reserves the right to re-allocate any bookings to other courts or areas in order to optimise space utilisation.
- 14.5 Members can make fitness class and racquet activity bookings by telephone, online or in person at the centre reception.
- 14.6 Members can make online fitness class bookings up to 7 days in advance and until 60 minutes before the activity start time.
- 14.7 Online bookings of fitness classes, racquet sports, and Welcome Workouts are available to all members by registering online.

### 15 Cancellation of Booking Conditions

- 15.1 No refund of membership fees will be made if a facility or activity booking is cancelled by the member.
- 15.2 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 £2.00 dishonour charge.
- 15.3 Members can cancel a class space online or in 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 £2.00 dishonour charge placed on their account.
- 15.4 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.
- 15.5 Failure to turn up for a booked fitness class will result in members receiving a charge of £2.00 non attendance fee and may be prohibited from making advance bookings in the future until the non attendance charge has been paid.
- 15.6 Brio Leisure 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.
- 15.7 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.
- 15.8 The centre will not be liable for any other expenditure incurred or loss sustained by the customer arising from the booking or cancellation.

### 16 Your Personal Information

- 16.1 Your personal information is only collected, stored and used in accordance with our privacy policy which can be found on our website.
- 16.2 We collect your personal information for the purposes of setting up your membership, providing the associated services, and processing payments.
- 16.3 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.
- 16.4 Where you have given consent to receive news, offers, and tips, we will also contact you with relevant information on a monthly basis. On occasions, you may receive more than one communication per month if deemed suitable. You are able to opt out of these communications at any time by clicking the unsubscribe link, emailing [info@brioleisure.org](mailto:info@brioleisure.org), or speaking to any of our reception teams.
- 16.5 We do not sell/give your personal data to any third party, and any communication you receive will be sent directly from Brio Leisure.

If you have any concerns regarding your membership please visit your local leisure centre, or email [info@brioleisure.org](mailto:info@brioleisure.org).

The applicant has read this agreement in its entirety including both sides of this form, understands the contents of it completely, has taken all such independent advice on it as he/she wishes and accepts all the terms and conditions contained on it. Cheshire West and Chester Leisure Community Interest Company (trading as Brio Leisure).