

Acceptance as a member

Dumfries & Galloway Council have absolute discretion over whether to enter into this agreement and to accept your application for membership of the facility.

1.0 Membership

The membership fee entitles you to join our rolling easy payment. These conditions apply to the following membership categories, Club, Club Prime, Club Active, Club Youth... This scheme entitles the holder to make use of the facilities at the listed sites as below:

DG 1	Public Swimming, Fitness suite, Fitness classes, Health Suite, Leisure Pool, Sport Hall – (badminton, tennis, short tennis, table tennis) gym induction, exercise review
Hillview	Fitness suite, Fitness classes, Sport Hall – (badminton, tennis, short tennis, table tennis) gym induction, exercise review
FUN Pool	Public Swimming, Fitness suite, Health Suite, Fitness classes gym induction, exercise review
Newington	Fitness suite, Fitness classes, Sport Hall – (badminton, tennis, short tennis, table tennis) gym induction, exercise review
Eskdale	Fitness suite, Fitness classes, gym induction, exercise review
Annan Swimming Pool	Public Swimming, Sport Hall Bookings – (badminton, tennis, short tennis, table tennis)
Merrick Leisure Centre	Public Swimming, Fitness suite, Fitness classes, Health Suite, Sport Hall – (badminton, tennis, short tennis, table tennis) gym induction, exercise review
Ryan Centre	Public Swimming, Fitness suite, Fitness classes, Health Suite, Sport Hall – (badminton, tennis, short tennis, table tennis) gym induction, exercise review

Membership fees are inclusive of the listed facilities and activities only. All other activities and facilities are subject to additional charges.

In relation to sport hall activities only the paying member shall receive inclusive access, all other players (if not members) shall be subject to an additional charge

As a member you agree to comply with the rules of membership which are displayed prominently in the club and relate to opening hours, use of the facilities and your conduct.

We may (unless stated elsewhere in this agreement) make reasonable changes to these rules at any time provided we give you advance notice of the changes.

Membership cards and numbers are issued to all current members and registered users, and these validations must be used to gain entry every time a visit is made. All customers on sign up must agree to us capturing their picture image to retain on our system for verification.

Memberships will not be valid until and unless you have had your photograph recorded on our systems; this is to prevent fraud, misuse and abuse of Membership benefits.

Where a discounted Membership (Active, Prime) is purchased such as concessionary, proof of concession is required at the time of entering into the membership

Membership and registered user cards are not transferable and use by any person other than by the member will result in the cancellation of that membership with no refund. This is why, in line with industry best practice, we ask for customer's photographs to be taken.

2.0 Membership Fees

Your Membership Agreement is offered in a way of a monthly subscription, in advance, payable by Direct Debit or by an Annual upfront fee.

Monthly subscription packages may include: a Pro-rata payment, which is calculated on a daily rate for the fees due until your first Direct debit payment is made;

Annual memberships are renewable 365 days from the date of joining

All Membership Fees paid in advance are non-refundable including Annual Prepaid Membership, unless the circumstances set out in cancellation provisions apply, or unless in accordance with the suspension of Membership or where a Membership has been cancelled in accordance with these Terms, Your Membership Fees shall remain payable throughout the Membership period irrespective of your use of the facility.

Dumfries and Galloway Council reserves the right to review monthly membership fees at its discretion and Direct Debit payments may be increased or decreased accordingly. We will give you at least 14 days' notice of any proposed increase or decrease and you will have the right to terminate membership without penalty at any time between notification and the price change being applied. If we do not hear from you we deem that you have accepted the price change.

3.0 Debt

Should your direct Debit not be collected, for any reason whatsoever, you must endeavor to pay the debt immediately. If necessary, you must provide Dumfries and Galloway Council with new Direct Debit details.

Should another person pay the Direct Debit on your behalf, you are solely liable to make payments due under this agreement.

4.0 Termination

We can terminate your Membership immediately if:

You commit a serious or repeated breach of this Agreement or

In our reasonable opinion your behavior is likely to endanger other members, their guests or staff, or adversely affect the Centre or our reputation;

If any amounts you owe us remain unpaid 30 days after the due date; or you provide us with details you know to be false when applying for membership and those details reasonably affected our decision to grant you Membership.

Once your Membership has ended you will no longer be entitled to use the facilities, should you attempt to use the facilities we will refuse access.

5.0 Suspension

Should you wish to suspend your Membership you must make an application in writing to Dumfries & Galloway Council. The suspension

requested should be based on medical necessity and Dumfries & Galloway Council reserve the right to charge a monthly suspension fee in respect of this period. Details are available on request.

6.0 Change of Details

You may change your type of Membership package at any time, in person or at the facility. You will be asked to pay applicable fees including any administration fee.

No fees will be refunded in any circumstances whatsoever.

Members are responsible for ensuring that their Membership details are kept up to date

Should you wish to change your bank details, you should contact your local centre or email our membership team on club@dumgal.gov.uk

7.0 Cancellation

Members are entitled to end their membership at any given point during their rolling contract period. All we ask is that you provide us with 30 days written notice of your desire to stop so that we can carry out the required admin process.

In the first instance we ask that you discuss your reasons with a staff member as we would like to opportunity to rectify any reason relating to the facility performance or service

We shall retain your personal details on our system and we hope that you decide to return to our facilities in the near future. If for any reason you do not wish Dumfries & Galloway Council to retain your information on our system please let it be known and we will arrange for the data to be removed at the time of cancellation.

Annual members are entitled to end their membership at any given point during their fixed year period by providing 30 days written notice. Annual members shall receive a refund equivalent to their remaining months of payment minus the notice period, and the free month offered to annual payers as part of the commitment to remaining a customer for a fixed 12 months. In the first instance we ask that you discuss your reasons with a staff member as we would like to opportunity to rectify any reason relating to the facility performance or service

8.0 Personal Belongings

Lockers and bag stores are provided for the security and storage of personal belongings. Members are encouraged to use them at all times.

Members should take all reasonable steps to take care of their personal belongings and should not leave any personal belongings unattended.

The centre is not responsible for the loss of any item left in lockers and bag stores.

Lockers will normally be cleared every night.

Members must not retain locker keys when not on the premises.

Items found on clearance of lockers and other items of personal belongings found at the end of each day will be deemed lost property.

9.0 Opening Hours and Facilities

Details of the facilities current opening hours and services are displayed in the Centre. We may sometimes need to change opening hours or services available. If we need to do this we will, where reasonable possible, display notices in the Centre notifying you of the change at least 2 weeks beforehand.

Depending on your type of Membership, some activities will be included in the Membership option and be free of charge and some activities and Centre's will not be included and will be chargeable

All bookings must be made in the name of a specified Member.

Bookings are not transferable between customers

The following BOOKING CANCELLATION TERMS apply to all members bookings:

To cancel a booking we recommend that you do so in person or by calling your local leisure centre.

A Late Cancellation charge and a No Show charge are applicable where the cancellation conditions are not met. The charge applied shall be deemed to be the full nonmember advertised price associate with the listed class.

You are asked to provide as much notice as possible for the cancellation of an activity. We understand that things change but we set the minimum notice period as two hours before any given activity.

Any Late Cancellation and No Show charges will be noted on your Membership record and your ability to make further bookings will be blocked until these charges are paid in full.

Customers are advised that if they are not within the space staging the fitness class at the listed class start time then this will be deemed as a no show and the space may be allocated to another customer

Court bookings (including Badminton, Tennis, Table Tennis etc)

Court booking restrictions allow only 1 court per activity per day per Member. These can be booked from 7 days in advance and the Member booking the court must play. Nonmembers are liable to pay the difference in court hire fee per booking.

10.0 General

Through circumstances beyond our control or any reasons beyond reasonable control, we may be unable at times to provide our full range of services. This may be, for example, because of temporary closure of our premises due to fire or flood damage, we will do all we can to restore our services as soon as possible.

From time to time we may have to make changes to the membership and registration options or terms and conditions, and reserve the right to do this. Any such changes will take effect when advertised on our website and in the facility.

We reserve the right to refuse any application for membership or registration if there is believed to be reasonable grounds to do so.

All memberships are a legally binding contract between the applicant and Dumfries and Galloway Council and represent a commitment to pay all monthly payment fees. It is the member's responsibility to ensure that all monthly membership fees are paid in full and on time.

We reserve the right to cancel a membership if there are believed to be reasonable grounds to do so, such as a breach of contract or facility rules. In such cases no refund of membership will be given.

Sometimes there are matters beyond our control which affect our services and may result in facilities or services being unavailable for a limited time. All activities and facilities that members are entitled to

participate in or use are, therefore, subject to availability. Please note that your membership entitles you to use the specified facilities so should your regular site be unavailable there may be another option nearby. There shall be no refund applicable for any periods which affect our ability to offer the service.

Unless specifically stated in any particular promotion existing members are not eligible to apply for promotional offers

Availability of the activity program. This will vary from day to day and at various times. Our programs 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, public holidays and reduced opening hours during the festive period. 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.

The safe capacity of the facility shall not be breached and time limits may from time to time be required to be imposed during busy periods Customer must be wearing attire appropriate to the activity during all times

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 advising you of the change at least 1 week beforehand. Your Membership will generally provide you with access to more than one facility or activity which will enable you to select an alternative should your regular facility become unavailable to you temporarily or permanently at any time for any reason. We will not reduce or refund any Membership 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 due process

It is your responsibility to seek advice from your GP or other medical practitioner before using any facility or participating in any activity. Any advice given by our staff is given in good faith and should not be relied on if you have health conditions

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

By using any facility, you are deemed to be fit and able to participate in the activities offered. If in doubt, it is your responsibility to seek advice from your GP or other medical practitioner before using any facility or participating in any activity.

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.

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 the any equipment, or of any health condition that you may have (except where our negligence causes personal injury).

You are not permitted to bring any animals into any facility with the exception of guide 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.

You are not permitted to bring or use photographic or recording devices anywhere in our facilities, nor are you permitted to use mobile telephones for anything other than as a personal music player in the gym or exercise area

You are not permitted to smoke anywhere on the premises.

11.0 Conduct

Dumfries & Galloway Council has the right to terminate or suspend a member's membership for reasons relating to conduct as specified in the Centre's rules.

Dumfries & Galloway Council reserves the right to prevent entry or reject from the Centre anyone whose behavior or appearance is, in its sole opinion, deemed by it to be unsuitable.

12.0 Data Protection

Dumfries and Galloway Council respect your privacy and will adhere to the data protection of your personal information in accordance with the Data Protection Act 2018. The Council will only use your personal information to administer your account and to provide the products and services you have requested from us.

Our Privacy Statement outlines the ways in which we process your personal information as a Council. It also explains what rights you have in relation to your personal information and how you can access these. You can view the Council's privacy statement at www.dumgal.gov.uk/privacy for further information.

13.0 The Direct Debit Guarantee

This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

If there are any changes to the amount, date or frequency of your Direct Debit Dumfries and Galloway Council will notify you 30 working days in advance of your account being debited or as otherwise agreed. If you request Dumfries and Galloway Council to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit, by Dumfries and Galloway Council or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.

If you receive a refund you are not entitled to, you must pay it back when Dumfries and Galloway Council asks you to

You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify Leisure Membership Administrator in writing.