

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 scheme called Profiles Club Membership. This scheme entitles the holder to make use of the facilities at the listed sites as below:

DG One	Swimming Pool, Health Suite, Fitness suite, Fitness classes, 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	Swimming Pool, Health Suite, Fitness 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, Sport Hall – (badminton, tennis, short tennis, table tennis) gym induction, exercise review
Lochmaben	Fitness suite, Fitness classes, Sport Hall – (badminton, tennis, short tennis, table tennis)
Lockerbie	Fitness suite, Fitness classes, Sport Hall – (badminton, tennis, short tennis, table tennis)
Moffat	Fitness suite, Fitness classes, Sport Hall – (badminton, tennis, short tennis, table tennis)
Annan Swimming Pool	Swimming Pool, Sport Hall – (badminton, tennis, short tennis, table tennis) games hall
Ryan Centre	Swimming Pool, Health Suite, Fitness suite, Fitness classes, Sport Hall – (badminton, tennis, short tennis, table tennis) gym induction, exercise review
Merrick Centre	Swimming Pool, Health Suite, Fitness suite, Fitness classes, Sport Hall – (badminton, tennis, short tennis, table tennis) gym induction, exercise review
Castle Douglas Pool	Swimming Pool, Health Suite, Fitness suite, Fitness classes 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 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 endeavour 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 behaviour 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 profiles@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