

Just do More! Membership Scheme

General Terms and Conditions

1. The membership card is the property of North East Derbyshire District Council (NEDDC) and must be returned to the council if requested.
2. The membership card is not transferable and must only be used by the person for whom it was issued. If transferred it will be forfeited.
3. Please notify NEDDC of any changes to your personal details.
4. Lost membership cards must be reported to NEDDC.
5. If a card needs to be replaced through normal wear and tear then a replacement will be issued free of charge. Lost or damaged cards can be replaced for a nominal charge.
6. NEDDC reserves the right to refuse to issue / renew the membership card and to refuse entry to its premises.
7. You must present your card at reception on every visit.
8. Facilities may be withdrawn or restricted from time to time to perform essential repairs and refurbishments. Wherever possible two weeks' notice will be given.
9. Sessions may be limited over Christmas and other holiday periods. All our facilities will be closed on Statutory/bank holidays. Reduced opening hours may also apply around bank holidays. Refunds and credits will not apply in this situation.
10. NEDDC reserves the right to alter the programme of activities at the centres.
11. All personal belongings should be kept in lockers. Valuables can be secured via reception.
12. On occasions an activity area may close due to essential maintenance work. Refunds and credits will not apply should this be the case. Where possible, closure due to programmed maintenance will be advertised within the facilities.
13. In the unlikely event of closure due to industrial action refunds and credits will not apply.
14. In the event of adverse weather conditions and after taking into account the health and safety of our members and staff we may close the facilities without prior notice. Refunds and credits will not apply for memberships in these circumstances.
15. Only NEDDC staff transferring to joint services will be eligible - Proof of eligibility will be required.
16. Please note that there are additional T&C's relevant to Just Do More! Unlimited, Corporate, Annual and Plus members which should be read in conjunction to this document (see overleaf).

BOOKING

17. Just Do More! card holders can book up to eight days in advance.
18. Just do More! Discount card holders can only book off-peak activities on the day of the activity, and peak time activities only up to one hour before the activity. Normally only one court session can be booked at a time, but use of the facility can be extended at the end of the session if there are no other bookings.
19. We require 48 hours notice for cancellation of a booking. We reserve the right to charge the normal standard rate for a cancelled booking that is not re-let within this time.

*Updated December 2019
continued overleaf*



www.ne-derbyshire.gov.uk/leisure



**North East
Derbyshire**
District Council

Direct Debit and Annual Membership Terms and Conditions

IMPORTANT - YOU SHOULD READ THESE TERMS CAREFULLY BEFORE YOU SIGN. IF YOU DO NOT UNDERSTAND ANY TERM, PLEASE ASK THE CENTRE'S STAFF FOR CLARIFICATION.

1 MEMBERSHIP

- 1.1 Your membership will begin on the day you sign and pay your first monthly fee. This may be a pro-rata fee subject to the date your membership commences.
- 1.2 Your membership will continue on a rolling contract basis until you cancel your contract with us. (see 1.3)
- 1.3 You may cancel your membership by cancelling your Direct Debit (DD) at the bank. Your membership will end on the last day of the month you have cancelled your DD in. Cancellation forms can be filled out at Reception but direct debits will still need to be cancelled.
 - a. If you are in a 6 or 9 month commitment you will need to fulfill this commitment period before cancelling the DD or you will be invoiced for the remaining months.
 - b. Any request to cancel received by the Centre Manager after the 20th of the month will mean your membership will end on the last day of the following month, unless you cancel your DD at the bank.
 - c. Failure to give notice by 20th month will mean a further direct debit payment being payable, unless you cancel your DD at the bank.
- 1.4 Your membership is personal to you. You cannot transfer it to another person. By signing this contract you are granting the council permission to take a photograph of you for the purpose of confirming your identity at the point of entry. This will not be used for any other purpose without your permission.

- 1.5 Member booking in advance onto fitness classes must notify reception at the earliest convenience if they are unable to attend. Failure to do so may result in a charge for that class being made.

2 MEMBERSHIP PROMOTION

- 2.1 You can agree to commit to one of our membership promotions. You must commit to 6 months membership to receive 1 free month or 9 months membership to receive 2 free months.
- 2.2 Your membership will continue on a rolling month by month contract unless you commit to a 6 or 9 month contract which can be done at Reception.
- 2.3 This contract cannot be cancelled until the initial period referred to in 2.2 has expired (see 1.3a).

3 CORPORATE MEMBERSHIPS

- 3.1 If you join as part of a Corporate Membership you will be liable as an individual under this agreement. Your membership will default to the standard price in the event of the Corporate Membership requirements not being met.

4 FEES

- 4.1 The monthly membership fee is payable on the 1st day of each and every calendar month until terminated in accordance with the contact terms. The first payment will be calculated from the day you join to the end of the month, this sum is payable on signing the contract.
- 4.2 We may change the amount of your monthly subscriptions. If we do, we will write to you at the address you have given us and display details of the change on our website, social media outlets and centre notice board 2 months before the change take place.

continued overleaf



- 4.3 You may choose to pay all your monthly membership fees in one annual lump sum on the day you join. If you choose to do this you cannot cancel in the first 5 months. We will deduct 6 months membership (the initial 5 months and 1 months notice).
- 4.4 Monthly fees are payable even if you do not use the centre.

5 FACILITIES

- 5.1 You are entitled to use the facilities available to your category of membership (as shown in the centre rules).
- 5.2 You may have to pay an additional charge to use certain facilities at the Centre. You can get a list of these charges from the Centre Reception. We can change these charges at any time.
- 5.3 All our facilities will be closed on Statutory/ Bank Holidays. Reduced opening hours may also apply around bank holiday periods.
- 5.4 On occasions an activity area may close due to essential maintenance work. Refunds will not apply should this be the case. Where possible, closure due to programmed maintenance will be advertised within the Facilities.
- 5.5 In the unlikely event of closure due to industrial action refunds will not apply.
- 5.6 Details of any alterations with regard to 5.3 or 5.4 will be advertised within the centre, on our website and via our social media outlets.
- 5.7 In the event of adverse weather conditions and after taking into account the health and safety of our members and staff we may close the facilities without prior notice. Refunds will not apply for memberships in these circumstances.

6 LIABILITY

- 6.1 You use our facilities, appliances and services entirely at your own risk and we have no liability to you for any loss, injury or damage sustained or incurred by you or your property, unless due to negligence or

fraud by us or our staff. If you use any piece of equipment supplied by us, you must be competent in its use or have received instruction by a member of our staff as to its safe use.

7 FREEZING MEMBERSHIP

- 7.1 In exceptional circumstances you can ask in writing to freeze your membership. The Centre Manager's decision will be final.

8 CANCELLING YOUR MEMBERSHIP

- 8.1 We are at liberty to cancel your membership if:-
- 8.1.1 You breach the terms and conditions contained herein or the Centre Rules, the Centre Manager may allow you to remedy any breach, this will be entirely at the discretion of the Centre Managers.
- 8.1.2 In our reasonable opinion your behaviour is likely to endanger other members, their guests or staff, or adversely affect the Centre or our reputation;
- 8.1.3 If any amounts you owe us remain unpaid 30 days after the due date; or
- 8.1.4 If 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.
- 8.2 If we cancel your membership we will not refund your membership fees.
- 8.3 Entry to the Centres may be refused to you at the discretion of the Centre Manager.
- 8.4 After you have joined one of our centres, you can cancel your membership for any reason within 14 days of the sign up date. This is called the cooling off period. If you cancel within these 14 days you will receive a pro-rata payment of fees (dependant on usage) In order to cancel during the cooling off period you will need to write a letter to the centre manager. Anything received 14 days after the sign up date will be subject to the normal cancellation terms and conditions.

continued overleaf



- 8.5 We may allow you to cancel your membership within a 6 or 9 months membership for one of the following reasons only: pregnancy, redundancy or serious illness or injury.

All of the above are subject to you providing the centre with the correct proof of evidence to verify your cancellation. Your cancellation will be at the discretion of the centre manager who will notify you within 7 days whether your membership can be cancelled. Your cancellation date will be one month from the date of us notifying you. Please note the final decision lies with the centre manager.

9 RULES, PROCEDURES AND SERVICE STANDARDS OF THE CENTRE

- 9.1 You must comply with all rules, procedures and service standards which form part of this agreement. Copies can be obtained from reception upon request.

- 9.2 We may change the Centre Rules at any time. We will post notice of any changes on the Centre Notice Board and on our website and via social media outlets.

10 JOINT MEMBERSHIPS

- 10.1 If you enter into the contract as joint/sub member you are liable on a joint and individual basis for all of the member's obligations under this agreement.
- 10.2 If one of you gives notice to us, we can treat it as applying to both. If we give notice to one of you it will be treated as applying to both.

11 CHANGING THIS AGREEMENT

We reserve the right to change this agreement at anytime. For any minor changes, notice will be given on the Centre notice boards and on the website and other social media channels. For any fundamental or major changes, we will give you two month's notice of this change in writing at the address you have given us and on the Centre notice boards and on the website. This is at the Centre manager's discretion.

Updated December 2019



North East
Derbyshire
District Council

We speak your language

Polish

Mówimy Twoim językiem

French

Nous parlons votre langue

Spanish

Hablamos su idioma

Slovak

Rozprávame Vaším jazykom

Chinese

我们会说你的语言

If you require
this publication in
large print
or another format
please call us on

01246

231111

Text No:

07800 00 24 25