Flexible Fitness Terms and Conditions

Flexible Fitness

We offer a number of membership packages which give you access to the following range of activities:

Health and Fitness
Gym
Swim
Fitness Classes
Health Suite
One2One Programme

Racquets Fitness
Gym
Swim
Fitness Classes
Health Suite
One2One Programme
Tennis One hour per day – any court, any time at the Nottingham Tennis Centre – this excludes grass courts.

Swim and Health Suite
Swim (excludes pool based fitness classes such as Aqua Fit or Aqua Natal)
Health Suite

Junior Fitness
Gym (14+)
Swim (8+)
Junior Fitness Classes (8+)
Health Suite (14+)
One2One Programme (14+)

Junior Fitness memberships are available for individuals under **17 years** of age with the following age restrictions:

8 years +

Those aged 8 or above can access:

The pool during public and family swimming times

Any instructor led junior and family session, for example, Fitness Classes and Easy Line unaccompanied by a parent or carer. The staff leading the session are fully qualified to instruct young people and will be responsible for individuals during the class.

14 years +

Those aged 14 or above accompanied by an adult, parent or carer 16 years or over can access:

Gym
One2One Programme
14+ Fitness Classes

Upon a Junior member turning 17 years of age, their membership will automatically upgrade to the Health and Fitness membership unless a cancellation request is sent to Customer Services.

Type of contract

There are 3 types of package available:

Monthly – customers can join for any period of time they wish.
Annual – customers can buy 12 months and get 2 months free.
Membership Agreement – customers commit to a 12 month membership package.

Joining Fees

There are 2 rates of joining fee applicable to Monthly memberships:

Adult £30 **Junior** £15

Flexible Fitness members who joined the scheme prior to 1st April 2008 **will not** be required to pay a joining fee as they will have previously purchased a 'lifetime joining fee'.

All Monthly Members must each pay a joining fee, each time they join or rejoin.

Starting Fee Payments

There will be a 'starting fee' payable for Monthly and Membership Agreement direct debit packages.

All new or rejoin customers will pay for 1 months membership in advance of their first direct debit payment.

Suspension of Membership

Monthly and Membership Agreement Members paying by direct debit can suspend their membership for periods of not less than 2 whole months and a maximum of 4 months.

For those who have entered into a Membership Agreement any suspension of membership taken will not affect the amount of time left on the agreement.

Monthly and Membership Agreement Members paying by direct debit will be charged £5 a month throughout the period of suspension.

To arrange a suspension please contact Customer Services at least 1 month before your next payment due date. This arrangement cannot be back dated.

To reinstate a suspended membership please contact Customer Services.

Full payment will be collected until the requested date of suspension.

If you have an unauthorised break in your direct debit payments you will be charged the total amount of all missed payments.

Extended suspension will be allowed for pregnancy with a maximum suspension of 6 months allowed pre-birth and a maximum of 6 months post birth. Proof will be required in order to arrange membership suspension.

Extended suspension will be allowed for members experiencing temporary medical incapacity with a minimum suspension of 2 months and a maximum of 6 months allowed. Proof will be required in order to arrange membership suspension.

Extended suspension will be allowed for members experiencing redundancy with a minimum suspension of 2 months and a maximum of 6 months allowed. Proof will be required in order to arrange membership suspension.

Direct Debits – Monthly and Membership Agreement Members

If you pay by direct debit you hold membership for each month that payments are made.

New members can cancel within 15 days of joining and are entitled to a full refund under our 'money back guarantee'. See a member of staff for details.

All refunds will be refunded via the same method initial payment was taken. Refund processing will take up to 30 working days unless advised differently.

Payments must be made a month in advance.

No matter which day of the month you join you must pay a month in advance by cash or credit/debit card. Your second payment will be taken from your account the following month.

Default direct debit collection dates are set on the 5th and 20th of every month.

Flexible Fitness members paying by direct debit who join the scheme between the 1st of the month to the 15th of the month will have their direct debit collection taken on the 5th of every month.

Flexible Fitness members paying by direct debit who join the scheme between the 16th of the month to the end of the month will have their direct debit collection taken on the 20th of every month.

You can change your payment date to either the 5th or the 20th after we have received your first direct debit payment.

If we do not receive your direct debit on the first request we will reapply to your bank without notifying you. If we do not receive payment on the second request, your membership will be cancelled automatically.

The Direct Debit Payment Amount is due from you to us. You are obligated to make the "Minimum No. of Direct Debit Payments" stated with the first one being paid on the 1st Direct Debit Payment Date and then every month thereafter. You are obligated to make every Direct Debit Payment regardless of non attendance, except where the cancellation terms set out overleaf are met.

If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay us on demand an administration fee of £20 (which we require to cover our costs of seeking to pursue such payment from you).

Nottingham City Council may choose to change the monthly membership rates at any time. This is usually done in January and you will be given written notice of any change.

Monthly advance/starting fee payments are non refundable.

Nottingham City Council reserves the right to withdraw City Card advantages if the member is in arrears of their direct debit payments.

Direct Debits – Membership Agreement Members

Your membership is for an initial fixed period of 12 months and will begin on the day you pay the initial fee.

Your initial fee includes your first month's payment after which You are committing to 11 further monthly payments.

Monthly payments will continue to be taken after the 12 month period unless You cancel your membership.

You may cancel your membership at any time after the initial 12 month period upon You providing 1 months notice to Customer Services.

If you fail to maintain Your payments in accordance with this Agreement We reserve the right to cancel or suspend your membership and take any action available to Us to recover any outstanding amounts.

If you fail to pay any amount due under this agreement for a period of more than thirty days, then we may pass the debt to a third party company for collection. The reasonable and direct costs incurred in employing the third party company will be borne by you including costs in tracing you if you have changed address without telling us.

You will be bound to and act in accordance with the conditions of the Membership Agreement throughout Your membership.

Changing your membership

Monthly members may change the type of membership held and/or method of membership payment. If you pay by direct debit this can be done after the first direct debit payment has been made.

If you are upgrading from pay and play to a Flexible Fitness package you will have to pay a full joining fee where applicable.

Cancellation of Flexible Fitness Scheme - Monthly Membership

New members can cancel within 15 days of joining and are entitled to a full refund under our 'money back guarantee'. See a member of staff for details.

All refunds will be refunded via the same method initial payment was taken. Refund processing will take up to 30 working days unless advised differently.

Direct debit collections will continue to be taken until you instruct Customer Services to cancel your monthly membership.

Monthly Membership members can cancel at any time for any reason. To cancel your monthly membership please contact Customer Services. 1 months notice is required before your next direct debit due date. **You should also cancel the direct debit with your bank directly.**

It is the members responsibility to make sure that cancellation is placed with **both** Customer Services and that their direct debit is cancelled through their bank or building society also in order to guarantee membership cancellation.

Customer Services can be contacted Mon-Fri 9:00am to 5:00pm on **0871 250 2423**.

Customer Services,
Harlands Group,
1st Floor,
41-43 Perrymount Road,
Haywards Heath,
West Sussex,
RH16 3BN

Or by **Email** to: c.service@harlandsgroup.co.uk

Cancellation of Membership Agreement and Annual Memberships

New members can cancel within 15 days of joining and are entitled to a full refund under our 'money back guarantee'. See a member of staff for details.

All refunds will be refunded via the same method initial payment was taken. Refund processing will take up to 30 working days unless advised differently.

Members relocating further than 25 miles from the site of membership purchase will be eligible to cancel their membership. Proof of relocation will be required.

Members experiencing permanent medical incapacity affecting their ability to utilise the facilities will be eligible to cancel their membership. Proof of permanent medical incapacity will be required.

Members experiencing bankruptcy will be eligible to cancel their membership. Proof of bankruptcy will be required.

Members experiencing redundancy will be eligible to cancel their membership. Proof of redundancy will be required.

We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced. You may transfer your membership to another person provided that such person signs an agreement with us and accepts the balance of any remaining Minimum No. of Direct Debit payments.

Monthly Direct Debit payments will continue to be taken after the 12 month period unless you instruct membership services to cancel your membership. 1 months notice must be given in order to cancel to Membership Services prior to the 12th month of your membership term lapsing.

Customer Services can be contacted Mon-Fri 9:00am to 5:00pm on **0871 250 2423**.

Customer Services,
Harlands Group,
1st Floor,
41-43 Perrymount Road,
Haywards Heath,
West Sussex,
RH16 3BN

Or by **Email** to: c.service@harlandsgroup.co.uk

Our Right to Cancel

We can suspend or cancel your membership immediately if:

You commit a serious or repeated breach of this Agreement or the Terms and Conditions of membership and, if that breach is capable of being remedied, it is not remedied within 7 days.

In Our reasonable opinion Your behaviour is likely to endanger yourself, 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

If You provide Us with details You know to be false when applying for membership and those details reasonably affected Our decisions to grant You membership

If We cancel Your membership You will be liable for all payments due up to the date of cancellation.

We reserve the right to refuse you access to the Centre if in Our reasonable opinion access should not be granted. Our decision will be final in such a situation.

General

Non-attendance to sessions booked whilst a member of Flexible Fitness will be eligible to comply with the session cancellation policy. Non adherence to this policy may result in the removal of booking privileges.

If you have forgotten your card the receptionist will conduct a search before they can issue you a ticket. Please be aware you may have to wait for this to be done.

Members who continually forget their card will be refused entry and will have to pay the current normal rate for activity.

All members are expected to adhere to centre regulations including centre gym and health suite etiquette as our safe exercise policy.

Members who do not adhere to centre regulations may be refused access to facilities.

Facilities may be withdrawn from time to time for repairs, refurbishment, tournaments, special events or closure. Where possible 2 weeks notice of any disruption to the regular programme will be advertised. Access to a similar activity can generally be made at another of the listed facilities.

Opening times of all facilities will be limited over Bank Holiday periods. Generally a facility will be open except for Christmas Day, Boxing Day and New Years Day.

Some activities are a single sex session. These activities are programmed so that the activity can be accessed by anyone at another facility.

Sessions and facilities are subject to change without prior notification and may also be subject to cancellation should the session or facility be deemed no longer viable.

If a member books onto a session then fails to show, after three occurrences of non attendance, withdrawal of booking privileges will be enforced for a period of 3 months.

Cancellations due to facility/session withdrawals/closures will not be permitted where alternatives are available.

Racquets Package

Normal Flexible Fitness and City Card terms and conditions apply.

Flexible Fitness Racquets gives you unlimited access to indoor, outdoor and bubble tennis courts at peak or off-peak times at the Nottingham Tennis Centre (excludes grass courts).

Court availability cannot be guaranteed. Normal booking procedures apply. In order to receive access to a free court booking, the booking must be made by a Flexible Fitness Racquet member and the member must participate in the session.

Bookings are limited to I hour court per day. Any additional use per day will be charged at the current hourly rate.

Booking cannot be used for coaching sessions and cannot be sub-let.

Access to the Nottingham Tennis Centre is restricted during the set up and delivery of tournaments each year. Generally you can access similar facilities, excluding tennis, during this period.

One2One Programme

This programme is available free of charge to all NEW or REJOIN members, this excludes the Swim and Health suite Package:

Customers receive 4 individual appointments with a Fitness Advisor. (Customers can book 'Re-programme' sessions with their Fitness Advisor for free). These are individual one-on-one sessions which last for 30 minutes.

All information was correct on going to print December 2011.