

TERMS OF MEMBERSHIP

PARTIES

1. 3d Health & Fitness shall be operated as a propriety club run by 3d Leisure within Wey Valley Academy. The club will be administered by 3d Leisure. The owner shall solely determine the facilities of the club; any amendment or replacement shall be at the owner's discretion. The membership agreement (in which are incorporated these terms and conditions) is made between 3d Leisure Ltd and the member.

ACCEPTANCE AS A MEMBER

1. We have an absolute discretion over whether to enter into this agreement and to accept your application for membership of the Club. If your application of membership is accepted, membership of the Club will start from the date stated on the front of this form. On acceptance, you will be issued with a membership card personal to you and you will be entitled to all the rights and privileges exercisable by the class of membership into which you have been accepted. Entry into the Club is gained on presentation of a valid membership card. An Identification photo will be required to be taken when activating your membership

MEMBERSHIP

1. You must be of least 16 years of age to be a member of the Club.
2. 13-15-year-olds can be a member and use the facilities, provided a parent is a member and they are accompanied at all times by a related adult family member over 18 years of age, who has responsibility for their supervision at all times. All under 18's must have attended an induction before using the gym facilities for the first time, responsible adults for 13-15-year-olds must also attend this induction.
3. As a member you agree to comply with the rules of membership which are displayed within the Club and relate to opening hours, which are displayed in the club and are subject to change. We may make reasonable changes to these rules at any time provided we give you advance notice of the changes.
4. Certain types of membership do not allow you to use all of the Club's facilities and services. At our discretion, we may allow you to use services and facilities not included in your type of membership on payment of an additional charge.
5. Membership cards are only for the use of the paying member and are not transferable under any circumstances.

MEMBERSHIP FEES

1. All members will pay a subscription beginning when the member is accepted for membership. Subscriptions shall be payable by each member irrespective of the actual usage of the Club or change in personal circumstances and shall be payable annually, quarterly or monthly in advance unless the member takes the monthly payment option in which case it will be debited from the members bank account monthly by direct debit. The fact that we allow you to pay your membership fee by monthly instalments does not entitle you to terminate this agreement outside the terms and conditions of this membership agreement. The fee is set out at purchase and is not refundable during the first month.
2. After the initial 1-month period your membership continues on a monthly basis by paying the monthly membership fee. Any frozen membership time will be added on to the end of the current subscription year if paying annually.
3. We may increase the membership subscription after the initial 12-month period, we shall give you a minimum of 30 days' notice of any price increases.
4. If any part of the monthly subscription remains unpaid after the due date for payment, all monies owing will become due for payment immediately. Any outstanding payments may result in access to the facilities being denied until paid.

CANCELLATION OF MEMBERSHIP

1. 3d Leisure or Wey Valley Academy may cancel the Membership of any Member in the event that they commit a serious breach of the membership agreement or the Club rules. Any refunds owed will be at the absolute discretion of the management. No refunds are applicable to annual and short-term memberships paid up front which contain a discount.
2. Cancellation by a Member:
 - i. The member will not be entitled to cancel membership during the initial 1-month period of membership and after this they will need to give one months' notice in writing to the club manager for Bronze (gym only) & Silver (gym & classes), for premium memberships including additional services: Gold & Platinum, the notice period is extended to 3 calendar months' notice.
 - ii. A member may cancel membership by giving no less than one calendar months' notice for Bronze (gym only) & Silver (gym & classes) memberships and three calendar months' notice for Gold & Platinum Premium memberships. Notice must be provided in writing to the Club Manager.
 - iii. A member requires confirmation in writing of cancellation from the Club Manager and he/she should contact the Club Manager if this is not received within 7 days of the member giving notice to cancel. The member should provide details of the email address for delivery of this written notice if this address is different from that held on the membership account.

- iv. For memberships which include the provision of MYZONE devices and technology, cancellation in the first 12 continuous months of membership any devices must be returned to the club manager before we are able to process your cancellation or purchased at the up-front cost. After the initial 12-month period any devices in excess of 12-months old from purchase/replacement may be retained by the member, although cancellation of membership will include de-registration from the club facility code.

HOURS OF OPENING

1. The Club's normal hours of operation are displayed in the club and are subject to change. Such hours may be lengthened or shortened at the entire discretion of the management with or without prior notice to members being given. Whenever possible reasonable notice of such changes will be given.

GENERAL

1. It may happen that, through circumstances beyond our control, we will be unable to provide our full range of services. We will do all we can to restore our services to normal as soon as possible. Members will still be liable for membership subscriptions during this period.
2. In the event of any default of the member, the 3d Leisure or Wey Valley Academy may disclose personal particulars contained in the membership agreement to a credit reference agency or any other party necessary in obtaining settlement of arrears.
3. Entry will be refused to anyone under the influence of drugs or alcohol.
4. No animals are permitted inside the Club other than Guide dogs.
5. Members may bring guests with them to use the club facilities. Any guest users will need to pay the appropriate guest fee. Members may be accompanied by a maximum of two guests at any one time, unless prior arrangements have been made with the Club Manager.
6. The Club reserves the right to refuse admission to any guest.
7. Members must accept responsibility for their guests and ensure that they abide to the terms of membership. Members must be with their guests at all times.
8. Any behaviour involving other users, staff deemed inappropriate by the club or management may be classed as a serious breach of this agreement and may result in the cancellation of your membership. This would include but is not limited to violent or aggressive behaviour, misuse of equipment, unauthorised access and theft
9. Members are not allowed in any other part of the Wey Valley Academy apart from the areas specified for their chosen activity in relation to their membership. The main areas of access include the gym, studio, spinning area, sports hall, changing rooms and external pitches.
10. Members and guest are required to have an Identification taken and stored on our customer management system, we also require contact details and address and may request photographic proof of identification including an address. Members are responsible for informing the club manager when contact or address details change.
11. MYZONE devices included in membership packages will only be replaced on the advice of MYZONE Support following internal troubleshooting processes. Members must respond for information requests from the 3d Leisure or Myzone Support within 7 days to receive continued support and potential replacement for technical issues. An upgrade may be offered as a solution from time to time which may incur an additional charge - subject to change. There is a 12-month warranty on all electronic components, including belt modules and a 3-month warranty on straps. Replacement straps must be purchased in club to maintain your 12-month device warranty.

DATA PROTECTION ACT

1. We take the privacy of our members very seriously. If you have any requests concerning your personal information or any queries in regards to our processing please contact the Club Manager. The statements below explain how we use your personal information.
 - i. Information collected: We collect personal information from you through the membership form and your use of our facilities. The information we collect may relate to your physical health or condition.
 - ii. Use of your information: We use your personal information for the purposes of providing and personalising our membership services and may contact you from time to time informing you of related services or products. If you do not wish to receive such information you should instruct the Club Manager accordingly, in writing. We may also contact you if you have not recently attended the facilities to offer encouragement or seek information for the reasons for your recent absence. Again, if you do not wish to be contacted in this way please instruct the Club Manger in writing.