

YOUR TERMS AND CONDITIONS

Memberships and activities are provided by Tendring District Council (TDC)

These terms and conditions ("Terms") set out the agreement between TDC when you pay for a membership or service with TDC and/or use TDC facilities. TDC facilities include leisure centres, gyms, swimming pools, indoor and outdoor sports areas as acquired and operated by TDC. There may be additional terms which apply to a particular facility; these are displayed around each facility and you should familiarise yourself with these. You are advised to read these Terms carefully. By continuing with your Membership Application and whenever you use TDC facilities. You confirm that you understand and accept all of the Terms below. Please note acceptance of your application for Membership is at TDC absolute discretion. T's&C's are issued alongside the membership agreement however, the application and payment is not processed until it has been read and agreed by You.

By agreeing to these Terms, You acknowledge and agree that in entering into this agreement You are not relying on any promise, assurance, statement, representation, warranty or understanding except as expressly provided in these Terms.

Definitions and Interpretation

Activity Fee	A non-refundable fee in the event you cancel your booking with less than 3 hours notice, or you fail to show up for your activity. Pre-paid memberships will have a 3 strike policy, if 3 activity bookings are missed in one week (from first strike), further bookings will be suspended for 7 days. When more than 3 hour notice is given a credit to the value of any monies paid will be applied to your account. Credit Notes are valid for 12 months. If the class is cancelled due to the instructor being ill, or if national restrictions are imposed at short notice firstly credit notes will be issued where possible, followed by a refund for Pay As You Go Customers.
Annual Prepaid Member/Membership	A Member who pays in advance for a term of months for a set of inclusive activities that are benefits of this Membership type. Payment is made annually in advance in one lump sum.
Cooling Off	Period means 14 calendar days from the date and time you purchase any goods or services from TDC (including but not limited to Memberships and vouchers)
TDC	Referred to as TDC within this document, Station Road, Clacton-on-Sea CO15 1SE
Joining or start-up Fee	A one off fee paid when you purchase a Membership with TDC. Member "You" – whichever Membership option that you have selected, You are a valid Member so long as you pay the Membership Fees that are due and are paid on time and you adhere to the Terms and Conditions and facility and / or activity rules.
Membership Fees	On-going or upfront amounts payable for Membership.
Membership/ Membership Options	TDC offer the following Membership Options: (1) Annual Prepaid Membership; (2) Monthly Prepaid Membership and (3) Pay as you go Membership
Monthly Prepaid Member/Membership	Member who pays in advance for a set of inclusive activities that are benefits of the Membership type. Payment is required monthly in advance by direct debit.
Pay as you go Member	A Member who holds a Membership card and pays for activities on an 'as and when' used basis. Pay As You Go Memberships last for 12 months. Upon expiry, Pay As You Go Memberships can be renewed by paying a "Renewal Fee".
Pro Rata Fee	A proportion of the Membership fee paid in advance before your first direct debit, for a set of inclusive activities that are a benefit of the membership type. Please note, any memberships purchased after the 15th of the month, the pro rata fee will be inclusive of the following month's membership fee.
Rules	Centre / facility rules, Swim Safely and any other activity rules are those that are on display at each facility, in each activity area and should be read and adhered to.

1. Membership

1.1 You must produce your physical or virtual Membership card on each occasion that You visit TDC facilities. You should clearly present this at the turnstile and / or reception for validation. If you do not present your Membership card, you may be refused entry and Your membership benefits on that occasion. Where activities are generally available you will be able to purchase instead an activity ticket at the standard prices available at www.tendringleisure.co.uk or via the reception team. Standard activity prices are also, available at www.tendringleisure.co.uk. Replacement Membership cards can be requested and provided upon payment of charge.

1.2 Member photograph and membership card will be validated at the soonest available opportunity, this is to prevent fraud, misuse and abuse of Membership benefits.

1.3 Where a discounted Membership is purchased such as concessionary or corporate, proof of concession or employment by the company is required prior to your first use and at regular intervals as required by TDC. If no proof/eligible proof is provided within 7 days of purchasing your membership, you will automatically revert to the Health & Fitness package. If your entitlement changes, You must notify TDC. If proof of concession is supplied at a future date after 7 days, no membership fees will be refunded.

The proof will be held on the system on your account to demonstrate you are entitled to the discounted membership, the document will be deleted when new documents are provided. Full privacy policy information can be located under <https://www.tendringdc.gov.uk/council/your-right-know/data-protection-privacy-notice-and-cookies/leisure-and-sports-centres>.

1.4 Your Membership is non-transferable. You must not allow anyone else to use your card or Membership number. If you allow your card to be used by any other person, your Membership will be cancelled without refund of any Membership Fees or Start Up Fees; no further or future applications for Membership will be accepted for a minimum of 12 months. Future eligibility for Membership will be reviewed at least annually upon request.

1.5 Should you lose your Membership card, please inform your local facility. TDC will issue you with a replacement card for which you will incur a replacement charge.

1.6 Use of the facilities must always be in accordance with your Membership option. You are required to pay for and have a valid ticket for all activities in which you participate that fall outside of your Membership option.

1.2 Membership Fees and Payment

1.2.1 A non-refundable Start Up Fee is payable on all Membership Options purchased in person and online (unless waived as a promotional offer).

1.2.2 Memberships are subject to a Start Up fee, Pro Rata Fee and applicable for all memberships.

1.2.3 All Membership Fees paid in advance are non-refundable including Annual Prepaid Membership, unless the circumstances set out in Cooling Off Period (clauses 1.2.5).

1.2.4 Unless in accordance with the suspension of Membership (clauses 1.3.3) 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.

1.2.5 TDC operate a Cooling Off Period on all Membership Options purchased. This means that if you change your mind and for any reason decide that you do not want to continue with your Membership, you can notify TDC of your decision to cancel within 14 days of applying in writing. This can be done by emailing memberships@tendringdc.gov.uk. All joining and Membership fees paid in advance will be refunded.

1.2.6 You will need to purchase a new Membership in order to continue using the facilities if your existing Membership expires without a renewal being put in place, or if any due payment is missed. Such new Memberships will attract the usual Start Up Fee / pro rata and/or Advance payment charges where applicable.

1.3 Monthly Prepaid Membership

1.3.1 Where you join as a monthly prepaid member you must pay by direct debit. You will be notified of your direct debit date at the time of joining. Membership direct debits will be collected on the 1st of each month. In the event of a returned payment (code 0 refer to payer), a second attempt to collect outstanding membership fees will occur on the 20th of each month. In the event of a second unsuccessful collection, your membership will terminate with immediate effect, with outstanding fees being applied to the membership. These will need to be paid before re-joining the centre.

1.3.2 Monthly direct debits are a full binding contract between TDC and you and will automatically continue until you notify TDC in writing via email in accordance with the Cancellation of Membership (clauses 7.1.1).

1.3.3 Failure to make any due payment will result in the Membership being suspended / removal from classes & registers and further admission to all relevant facilities will be denied until all outstanding payments have been made. TDC retain the right to recover all outstanding balances including activity fees. Should you re-join in the future with outstanding payments on your account, you will be liable for any future fees required on sign up.

1.3.4 All Membership Option prices are reviewed from time to time and at least once per calendar year. If your Membership Fees are paid by direct debit and are changed, TDC will notify you at least 10 working days in advance by email and/or by letter (this excludes memberships that are changed due to the member failing to provide proof of concession, as detailed in 1.3). However monthly direct debits will continue on a rolling basis until such time that you notify TDC in writing via email to cancel your membership.

1.3.5 Should the cancellation email not be received by TDC, it would be the members / customers responsibility to provide evidence to demonstrate the cancellation email request was sent. No refunds will be issued until this was received, (unless this request was under clause 7.1.2).

2. Cashless payments

2.1 As a member you can top up your membership account to process cashless payments via online at www.tendringleisure.co.uk, via the Tendring Leisure app or reception. Cash on Account is valid until you cancel your membership. All credit must be used before termination. Remaining balances when terminating will not be refunded.

2.2 The value purchased will then be applied to your account to redeem against any TDC Leisure Centre purchases across the centres using your membership card (excluding café/vending items)

2.3 No refunds will be given unless you qualify for a cancellation under 2.5, 5.6 and 5.7

2.4 A maximum limit of £50 can be on your account at any one time.

3. General Conditions of use

Use of any of TDC facilities and activities is subject to:

3.1 Your adherence to the Centre Rules and any other rules pertaining to that activity or facility. These are displayed around each facility within the activity location.

3.2 Availability of the activity programme. This will vary from day to day and at various times. TDC programmes often include exclusive sessions for beginners only, for experienced users only, for children only, for people with disabilities only and for older people only as well as closure for special events and activities.

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. Any restrictions will be displayed on TDC programmes and these can be located on www.tendringleisure.co.uk or on the programme board at each centre. Any special events will be communicated via social media, our website and notices will be displayed within the reception area of the relevant centre.

3.3 Those with disabilities/additional needs are permitted to have a carer (s) accompany them to their activity free of charge, from a supervisory perspective. In the instance where Carers use the facilities, they will be subject to a concessionary rate. Carers must provide an ID Badge at the time of booking.

3.4 The maximum safe capacity limit of the centre facilities in order to operate safely.

3.5 You wearing attire appropriate to the activity which is located within the activity rules displayed within the centres.

3.6 In all cases TDC interpretation of the Rules will take precedence and the decision of the Centre Manager or his / her nominee is final and must be respected. TDC may at their absolute discretion ask you to leave the TDC facility or refuse entry if you fail to follow TDC activity and facility rules and/or, causing danger or harm to others.

3.7 TDC 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. TDC 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. TDC 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 TDC make a significant change, for instances, conversion of existing activity space. You may cancel your agreement in accordance with clause 7.1.2.

3.8 Lockers located at TDC facilities are for the use of Members using the facility only and can be used under the following conditions:

3.9 You must not take locker keys off of the premises

3.10 TDC have the right to gain access to any locker at any time if this is deemed necessary; TDC may empty all lockers each night and store any items found as lost property. Lost property items are retained for 30 days and discarded off, if not collected.

3.11 You must not place any illegal goods or consumables, toxic, polluted or contaminated goods, flammable or hazardous goods, living plants or animals, food or perishable goods or waste in the lockers.

3.12 Lockers are not to be used for valuable items. TDC accept no responsibility for the criminal activity of others and items left are done so at your own risk. Notices are displayed to that effect in relevant locations in the centre.

3.13 Your health is your responsibility. Exercise carries its own risk, and you should therefore never exercise beyond your ability. If you have any doubts as to your fitness or you have any medical condition that may affect your safety through exercise, you should seek advice from your doctor, GP or other medical practitioner before partaking in the activity. Any advice given by TDC staff is given in good faith and should not be relied upon.

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

3.15 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 TDC at that time.

3.16 You are not permitted to bring or use photographic or recording devices anywhere in TDC facilities; unless written permission is given by a TDC Manager, nor are you permitted to use mobile telephones for anything other than as a personal music player in the gym or exercise area.

3.17 You are not permitted to smoke anywhere on the premises or in the immediate vicinity.

4. Activities and Classes - Bookings Payments & Cancellations

4.1 Bookings and Payment Terms. The following Booking and Payment rules apply. For all Bookings by all Customers

4.2 As well as being able to book in person and over the telephone, you are also able to make online bookings for various activities, classes and courses including racquet sports via our website or "Tendring Leisure" App. It is advisable to book these activities in advance in order to secure your place. You can register and book online at www.tendringleisure.co.uk/book-online. In the instance that classes are full, you can opt to be placed on a Waiting List. When a space becomes available, those on the Waiting List will receive an email allowing them to book the vacant space. These spaces are offered on a first come first serve basis.

4.3 Depending on your type of Membership, some activities will be included in the Membership option and be free of charge ("Included Activities") and some will not be included and will be chargeable at the relevant Pay As You Go rate ("Non-Included Activities").

4.4 All bookings must be made in the name of a specified Member. Bookings are not transferable between Customers and entry will be refused if its not the booker who attends.

4.5 You should be in possession of, and hand in when required, receipt for all Non-Included activity. The ticket must be collected from the reception prior to the activity. You will be notified as and when this is required.

4.6 As a pre-paid Member, you may make bookings 10 days in advance from 10pm each night. Booking Non-Included activities in your pre-paid membership requires full payment to secure your booking at the point of booking.

4.7 As a Pay as you go Member, You may make bookings 7 days in advance from 10pm each night. Full payment is required to secure your booking at the point of booking. Pay as you go Members are able to pre-book and pay for all activities via the "Tendring Leisure" App.

4.1 Non-Members & Pay As You Go

4.1.1 All non-Members participating in activities with or without a Member must pay an admission fee at the reception on entry to the facility and retain their receipt as proof throughout their visit.

4.1.2 The following **BOOKING CANCELLATION TERMS** apply to all bookings:

4.1.3 To cancel a booking TDC recommend that you go online via www.tendringleisure.co.uk and cancel your booking there. Alternatively, bookings can be cancelled via the "Tendring Leisure" App. If you are unable to cancel online, you may alternatively cancel your booking in person or by calling your local leisure centre.

4.1.4 Cancellation credits (The "Activity Fee"). The Activity Fee is non-refundable in the event you cancel your booking with less than 3 hours notice, or you fail to show up for your activity.

4.1.5 If you arrive late for your activity TDC has the discretion to refuse you access depending on the activity and any health and safety considerations. Where you fail to attend the activity on time and refused entry; payment will be non-refundable.

4.2 Classes – Fitness Classes

The following Rules apply to Classes and Fitness Classes activities

4.2.1 You must wear appropriate clothing and footwear as specified by the staff or the fitness class leader.

4.2.2 TDC recommend you arrive at least 5 minutes before the scheduled start time of the class or activity.

4.2.3 Failure to attend up to three bookings in one week or the cancellation procedures not followed, a restriction will be placed on your account and the ability to book will be removed for a 7 day period.

4.3 Activities

4.3.1 Court bookings (including Badminton, Table Tennis and Tennis) Court bookings are limited to one court, per sport, per day. In peak times or where a member is restricting others from accessing the courts with blocked bookings, TDC have the right to apply restricted booking slots and the member will be spoken to make changes. These can be booked up until 10 days in advance for Pre-Paid members from 10pm. Pay As You Go members can book 7 days in advance from 10pm. Prepaid members booking the court must play and be in attendance. Certain Membership Options permits the Member to bring another person free of charge for racquet sports bookings. Additional players are subject to an additional cost.



4.3.2 You must comply with all pool use and Swim Safely Rules at all times. Rules are available to view at the facility. TDC has the right to ask bathers to leave the pool where rules have been broken and warnings have been ignored on more than two occasions and/or users are being put at risk of harm. Misuse of the facilities can result in your membership being cancelled with no refund of any monies paid, each case will be review on its own merits by senior management.

4.3.3 All Junior Gym users must have a gym induction prior to use. Junior Gym users must only attend during the designated Junior Gym session times. These sessions must be pre-booked. Junior Gym users are able to attend the gym at any time providing they are accompanied and supervised by their Parent/Guardian. Junior Gym times can be found at <https://www.tendringleisure.co.uk/fitness-and-exercise-inductions-classes> . Junior Gym users are not permitted to use any free weights. Juniors are permitted to use the first weight stack on the resistance machines.

5 Group Lessons and Courses

5.1 Session Timings

5.1.1 Sessions will be a minimum of 30 minutes unless agreed otherwise informed by TDC. All sessions includes drop off and pick up children (5 minutes).

5.1.2 Punctuality is essential but obviously sometimes lateness cannot be helped, you should make contact with reception via phone and you must report to reception on arrival.

5.1.3 Prior to the first day of the lesson/course, you will receive a welcome communication outlining all lessons/course in formation that you require.

5.1.4 All parents / carers of children under the age of 8 must remain in the building. Parents / guardians must collect and drop of children at the relevant drop of point, as per the signage within the centre.

5.1.5 You/ TDC must ensure that children do not use the lesson/course facilities and equipment before or after their lessons without paying for a casual activity where required.

5.1.6 Baggy swim wear must not be worn and all children must wear the correct swimming swim hat to every lesson. Swimmers are given a hat when joining or when promoted, but must purchase any replacement hats.

5.1.7 Course members are progressed through the lessons and courses stages, further information of all courses is available via www.tendringleisure.co.uk/lessons-courses/

5.1.8 Correct footwear and clothing must be worn for lessons and courses and your welcome email will outline any lesson/course specific requirements.

5.2 Cancellation of Lessons and Courses

5.2.1 Should you wish to cancel the course before starting then you must put your 14 day cooling off request , in writing, to memberships@tendringdc.gov.uk. All refunds given are at the managers discretion. Where future bookings will be made by you, your account will be credited for you to use against other activities.

5.2.2 Should you wish to cancel during the course, you are able to cancel by giving one full calendar months' notice. This can be done by emailing memberships@tendringdc.gov.uk . Where one full calendar months' notice is not adhered too, you would be liable for the following month's fees. Should TDC choose to discontinue any of the Membership Options, you will be notified in writing one month in advance and the letter will outline your options available. Should you wish to request a refund then you must put your valid reason in writing to request a refund to lessonsandcourses@tendringdc.gov.uk. All refunds given are at the Managers discretion. Where future bookings will be made by you, your account will be credited for you to use against other activities. In the event that Lessons are cancelled by TDC, your account will be credited for you to use against other activities or your next Direct Debit payment will adjusted.

5.2.3 Cancellation due to long term medical; long term medical means you won't be able to attend for a period of time. TDC will ask you to forward your doctor/hospital letter to confirm medical condition/inability to use the facilities and where future bookings will be made by you, your account will be credited where you can make future bookings.

5.2.4 If you fail to show or choose to take a period of time off other than that is outline in clause (7.1.4) no payment will be refunded or credited for this period of time.

5.2.5 All lessons take into account customer feedback, demand, leisure trends, ASA (Swim England) British Gymnastics, FA feedback and financial viability. The Lesson Programme is devised and reviewed on an ongoing basis by the Manager. TDC 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. TDC will, where reasonably possible, display notices and write to you of the change at least 1 week beforehand. If this affects you permanently you will be provided with options as a result of the permanent change in the communication, and will have the opportunity to advise TDC of what option you would like to proceed with.

5.2.6 If the class is cancelled due to the instructor being ill, or if national restrictions are imposed at short notice firstly credit notes will be issued where possible, or reduction in next direct debit payment.

6 Private Coach Lessons

6.1 Sessions will be a minimum of 30 minutes unless agreed otherwise by TDC. All sessions includes drop off and pick up children (5 minutes).

6.2 Punctuality is essential but obviously sometimes lateness cannot be helped, either party must make contact. You must report to reception on arrival.

6.3 You must retain your payment till receipt and pass these onto the instructor upon attending your lesson.

6.4 All parents / carers of children under the age of 8 must remain in the building.

6.5 You/ TDC must ensure that children do not use the lesson/course facilities and equipment before or after their lessons without paying for a casual activity where required.

6.6 Correct wear must be worn for your allocated session.

6.7 Private Coaching sessions MUST be booked and paid in advance. Preferred time slots shall be given, where possible but flexibility from you/TDC is needed. The coach session day/time must be agreed with you and TDC; then booked and paid for in full at reception.

6.1 Cancellations of Private Coach Lessons

6.1.1 If you give more than 72 hours' notice to cancel, the session will be re-arranged for a time/day that is convenient for both TDC and you. If a re-arranged appointment cannot be made the session will be credited onto your account to the value of the session.

6.1.2 If you give less than 72 hours' notice to cancel, no refunds or re-arranged appointments will be given.

6.1.3 Cancellations requests should be sent to lessonsandcourses@tendringdc.gov.uk email address, within the notice period detailed in cause 4.7.8. If no email is received, a refund or credit will not be issued. Additionally, the lesson will not be rearranged.

6.2 Private Coach lessons Facilities

6.2.1 Sessions will be held at all facilities and may take place in any suitable, available area within the centre's facilities. TDC may provide extra equipment.

6.2.2 Personal training sessions must not interfere with the scheduled timetable of activities.

6.2.3 Personal training must be delivered within the facilities grounds as any personal training delivered outside of the grounds will not be covered under organisations insurance

6.2.4 Payment for all private coach sessions are to TDC and not the individual.

7. Making Changes to your Membership

7.1 You should ensure that your Membership details are kept up to date. You can ask staff at your local facility to update or by emailing written confirmation. This must include your; Full name, membership number, old details and confirmation of the current details you wish to change.

7.2 Should you wish to change your bank details this can be done in person at your local TDC centre. If you do not have up to date bank details, resulting in your payment not being taken, your account will automatically be lapsed and you will be required to pay all Membership Fees associated with any new Membership.

7.3 You can apply to change your Membership type at any time. Please speak to TDC to arrange this. The amount you pay will be varied accordingly but you will be required to pay all Membership Fees associated with the new Membership Cancellations Annual Prepaid Members.

7.4 Where you have opted for an annual prepaid membership, your membership will automatically expire, a notice of renewal will be written to you before this happens.

7.5 You are unable to make changes to Your Annual Prepaid Membership at any time during the term other than personal details, however as indicated in clause 1.2.3 no refund of the annual Membership fees will be made, unless the circumstances set out in cancellation provisions (clauses 7.1.2) apply and refunds will be dealt with on a case by cases basis and will be dealt with in line with these T's&C's.

7.1 Monthly Prepaid Members

7.1.1 You are able to cancel prepaid Membership with TDC by giving one full calendar months' notice. This can be done by emailing memberships@tendringdc.gov.uk. Where one full calendar months' notice is not adhered too, You would be liable for the following month's fees. Should TDC choose to discontinue any of the Membership Options, you will be notified in writing one month in advance and the letter will outline Your options available.

7.1.2 TDC understand that You may wish to consider cancelling if TDC make significant changes to the activities and facilities covered by the Membership, which includes any price increases affecting Monthly Prepaid Memberships or renewal of Annual Prepaid Memberships. Where TDC are unable to give you one month's prior indication of any price increase and You wish to cancel as a result of this change. You may do so by giving TDC less than one month's written notice; This can be done by emailing memberships@tendringdc.gov.uk. Your responsibility to pay Membership Fees will continue until the date immediately prior to the date on which the increase takes effect.

7.1.3 All cancellations made prior to the 1st of the month, will be actioned for the start of the following month. Any cancellation received from the 2nd of the month will result in a direct debit still being collected for the following month. Members are also required to cancel their direct debit instructions (DDI) with their bank after the last payment has been debited, to fully complete the cancellation process.

7.1.4 TDC will consider freezing your Membership free of charge if you are temporarily unable to continue participating for medical reasons. TDC will require evidence in the form of an appointment card or from your treatment provider. This can be provided by emailing memberships@tendringdc.gov.uk If TDC agree to your request, TDC will activate the freeze from the 1st of the following month providing TDC receive this proof before the 15th of the month. Your membership will automatically be reinstated after the agreed period of freeze. However, at the expiry of the maximum 3 months* freeze, the Membership will automatically be reinstated and for Monthly Prepaid Memberships, collection of Membership Fees will automatically recommence. Additional length of time can be requested for medical reasons, however the request will be reviewed by the Manager on its own merits, with the proof you provide.

7.1.5 TDC will consider freeze your Membership for non-medical reasons. You must apply in writing by sending an email to memberships@tendringdc.gov.uk . Memberships may at TDC discretion be frozen for a maximum of 3 months* within a 1 year period commencing from the Membership start date. A 'freeze fee' will be charged at the point of freeze for each month frozen.

*Dependent on reason- if more than 3 months is required then written permission must be obtained from the Manager. If you have any other queries or concerns regarding Your Membership please go to www.tendringdileisure.gov.uk and fill in the contact us form or visit Your local facility.

7.2 Pay as you go Membership

7.2.1 The Pay as you go Membership Fees are not refundable after the end of any applicable Cooling Off Period.

7.3 Freezing Your Membership

7.3.1 TDC will consider freezing your Membership if you are temporarily unable to continue participating for medical reasons. TDC will require evidence in the form of an appointment card or letter from your treatment provider, this can be provided by emailing memberships@tendringdc.gov.uk. If TDC agree to your request, TDC will activate the freeze from the 1st of the following month TDC received that evidence. Your membership will automatically reinstate after the agreed period of freeze. However, at the expiry of the maximum 3 months* freeze, the Membership will automatically be reinstated. Additional length of time can be requested for medical reasons however the request will be reviewed by the Manager on its own merits, with the proof you provide.

7.3.2 TDC will consider freezing your Membership for non-medical reasons. You must apply in writing by emailing memberships@tendringdc.gov.uk Memberships may at TDC discretion be frozen for a maximum of 3 months* within a 1 year period commencing from the Membership start date. A 'freeze fee' will be charged at the point of freeze for each month frozen.

*Dependent on reason- if more than 3 months is required then written permission must be obtained from the Manager.

7.3.3 In the case of any Membership being frozen, the period of freeze shall not form part of the term of the Membership. For example, if the remainder of the term of a Membership is 4 months at the point of freeze, when the Membership is reactivated, the remainder of the Membership will still be 4 months.

8. Data Protection

8.1 TDC are committed to respecting your privacy. For the purpose of the Data Protection Act 1998 (the Act), TDC is the data controller or in some instances the data processor.

8.2 TDC acknowledge and agree that your personal data will not be shared with any third party and will only be used by TDC for the purpose of providing Membership services to you, for the management and administration of your Membership, or for a purpose in connection with the use of any of TDC facilities.

8.3 TDC will provide you with marketing information which TDC believe will be of interest to you based on information you have supplied to TDC.

8.4 Full privacy policy information can be located under <https://www.tendringdc.gov.uk/council/your-right-know/data-protection-privacy-notice-and-cookies/leisure-and-sports-centres>.

8.5 Marketing opt-in/out options are provided during the application of Membership. You reserve the right to make changes to you marketing opt-in/out options. These can be done in writing by emailing Memberships@tendringdc.gov.uk.

9. Your Responsibilities

9.1 By using any facility, you are deemed to be fit and able to participate in the activity (ies) 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.

9.2 Where you are taking part in any physical activity you are responsible for monitoring your own physical condition throughout your use of TDC facilities. In the event of any unusual symptoms occurring, you should inform a Member of staff immediately.

9.3 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. TDC 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 TDC negligence causes personal injury).

10. Car Parking

10.1 Where applicable (depending on facility location) car parking facilities may be made available to you. You may use such spaces only when using the facility.

10.2 TDC accept no liability for any loss or damage which may result from your use of the car parking facilities. All such use is at your own risk. Notices are displayed within the Carparks to that effect.

10.3 Neither Membership nor planned / booked use of the facilities guarantees the availability of a parking space. Spaces are available on a first come first served basis.

10.4 Parking may or may not be chargeable depending on location of the centre and local arrangements. Parking without due payment and displaying a valid evidence of this will result in an enforcement ticket and charge usually administered by others.

10.5 TDC car park terms as displayed within the car park shall apply.

11. General

11.1 These Terms may be reviewed and/or altered at any time. TDC will use reasonable endeavours to inform Members of material or significant changes to the Terms as far in advance as possible with notice of any significant change such as the temporary closure of a facility or change to Membership Fees. Notices will be displayed in the facilities and, where you have provided an email address, this may be used as the primary method of contact for such notice.

11.2 TDC reserve the right to reject any application for Membership at TDC absolute discretion, or withdraw any Membership if you fail to comply with these Terms and/or TDC facility conditions. Refunds will not be given where the Member is in breach of these Terms.

11.3 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

11.4 If any court or competent authority finds that any provision contained in these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.

11.5 No failure by TDC to enforce any provision in these Terms shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

11.6 A person who is not a party to these Terms shall not have any rights under or in connection with them.

VISTA ROAD | CLACTON-ON-SEA | CO15 6DB

WWW.TENDRINGLEISURE.CO.UK

01255 686688



Tendring
District Council

