

TERMS AND CONDITIONS

For the purposes of this agreement 'you' refers to 'you' and any family members covered by this agreement.

This agreement is made on the terms set out below between Antrim and Newtownabbey Borough Council, Mossley Mill, Newtownabbey BT36 5QA, ('we' and 'us') and 'you' the member named. On joining the membership, you may be asked to complete a medical questionnaire which is designed to help you. Please disclose any condition which you or any other medical practitioner may consider to affect your ability to use our facilities safely and correctly. You may also be required to complete an induction before using the facilities.

You are not required to countersign this Agreement. Acceptance of your Membership Card(s) in return for payment to the subscribed facilities, infers that both 'you' and 'us' have entered into an Agreement under the Terms and Conditions set-out below. This agreement, confirms that you warrant, declare and acknowledge that:

1. The information given by you on entering into this agreement is correct and will be relied upon by us.
2. To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, well-being or physical condition. Further, that you will advise us immediately should your circumstances change.

IMPORTANT – USE OF YOUR INFORMATION

You have the right to know how we use your personal information. We may send you information about products and services of ours, however we will NOT pass your details to other companies for marketing purposes. You have the right to stop us contacting you for these purposes. To stop write to us at Antrim and Newtownabbey Borough Council, Mossley Mill, Newtownabbey BT36 5QA or email more@antrimandnewtownabbey.gov.uk. If you have supplied us with an email, we will contact you by email when we correspond with you

YOUR OBLIGATIONS

1. To observe all health and safety rules ensuring equipment and facilities are used in accordance with all usage instructions.
2. Not to abuse the equipment or facilities and to conduct yourself in an orderly manner so as not to interfere with other members' use of the facilities.
3. To treat facilities, equipment and other members with respect.

YOUR CHILDREN – DROPPING OFF AND PICKING UP (HEALTH AND SAFETY RULES APPLY AROUND ADULT SUPERVISION OF CERTAIN ACTIVITIES) For some activities adult supervision is required – health and safety rules will apply. Where your child will be supervised by centre staff the following applies:

4. A child remains the responsibility of their parent/guardian until the activity starts and immediately he/she leaves the activity.
5. A child should not be dropped off outside a facility – he/she should be accompanied to the activity.
6. A child must not be left unsupervised in communal/reception areas of council facilities.
7. A child who is too young to go home by him/herself should be collected promptly at the end of an activity.
8. When a child does not want to remain on the premises for the duration of the activity, staff will try to contact a parent/guardian to collect the child.

PRINCIPLE TERMS

9. This agreement commences once both parties have signed.
10. Your membership starts on the membership start date.
11. You will be entitled to all the rights and privileges exercisable for the type of membership chosen.
12. You cannot transfer this agreement to anyone else.
13. Proof of Identification, address and date of birth is required before joining. For concession memberships, proof must be provided every three months.

FEES AND CHARGES

14. The Pro Rata Amount is due from you to us, is payable immediately and is not refundable in any circumstances.
15. The Direct Debit Payment amount is due from you to us. You are obligated to make the minimum number of Direct Debit Payments stated with the first one being paid on the 1st Direct Debit Payment Date and then every month thereafter. For the avoidance of doubt you are obligated to make every Direct Debit Payment regardless of non-attendance, whatever the reason for non- attendance may be.
16. 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, your membership may be subject to cancellation and we will take action to pursue you for the outstanding monies owed.
17. You agree to advise us immediately of any change to the Member or Direct Debit details provided. It is your responsibility to keep us updated.
18. If you fail to pay any amount due under this agreement for a period of more than thirty days, we will take action to pursue you for the outstanding monies owed and you may be charged additional costs incurred by us in doing so.

CANCELLATION

19. In order to cancel your membership, you must cancel your direct debit mandate directly with your bank ensuring a minimum of 30 days' notice has been given.

GENERAL TERMS

20. If we agree to take no action or no immediate action against you for any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement if you fail to abide by any arrangement entered into with us in respect of the same.
21. We may assign the benefit of this agreement strictly at a future date.
22. This agreement is governed by the laws of Northern Ireland.
23. We may terminate this agreement with immediate effect without notice on you if you are in breach of the leisure centre rules or user guidelines. In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.

24. We and our employees will not be liable in any way for the loss of, damage to, or theft of property of members or guests or for personal injury to, or death of, any member or guest.
25. We reserve the right to close the facilities in whole or part for up to 14 days in any one calendar year for the purposes of carrying out repairs, refurbishments or extraordinary events. Due to health and safety the Council may have to restrict admission due to high admission numbers.
26. With single membership you are entitled to 1 racquet sport booking per day. Family members may book up to 2 racquet sport bookings per day per centre.
27. Abuse of booking privileges may lead to the Council cancelling your membership.
28. Use of the fitness suites 13-16 year olds must be accompanied by an adult.
29. All customer must swipe in through the appropriate gates. Failure to swipe in before a class will result in a STRIKE.
30. Your membership is for your sole use and should not be passed to anyone else to use. Doing so may result in your membership being terminated.
31. Failure to cancel a booking three hours in advance will result in a STRIKE.
32. Three strikes will result in a one month booking ban.

GENERAL CONTACT DETAILS - If you have any queries about your membership or direct debit please contact the More Team on 03001231580 or email more@antrimandnewtownabbey.gov.uk