

Contours membership terms and conditions for all membership types

1. General

- 1.1 These conditions constitute an agreement between you and North Tyneside Council.
- 1.2 The agreement consists of the matters set out and specifically referred to in this document as well as the terms set out in any Direct Debit agreement that you may enter into with North Tyneside Council.
- 1.3 North Tyneside Council reserves the right to make amendments at any time to offers associated with the Contours membership and to its terms and conditions.
- 1.4 North Tyneside Council reserves the right to withdraw a Contours membership to any person who does not conform to any of these terms and conditions including any misuse or abuse of staff, facilities or equipment provided by North Tyneside Council.
- 1.5 A valid membership card must be produced at all times for use of the Contours facilities.
- 1.6 Membership is non transferable from person to person. If a member is found to have loaned their membership card to another person it may be terminated.
- 1.7 You will be required to have your photograph taken and attached to your membership details so we can verify who you are at each visit.
- 1.8 Members must give a minimum of one hour of notice if they are unable to attend a pre-booked class. Failure to do so will result in a loss of pre-booking privilege and to re-instate this members will need to liaise with reception.
- 1.9 Members must notify North Tyneside Council of any change in circumstances, i.e. address or name.
- 1.10 As part of your membership, we may gather information about you and contact you from time to time about our services and activities, further information about this can be found in our privacy notice which forms part of these terms and conditions.

2. Facilities

- 2.1 Your membership entitles you to unlimited use of Contours facilities which includes but is not limited to swimming pools, gyms, and classes.
- 2.2 Off peak memberships allow unlimited access between the hours of 9am and 4pm each day including weekends.
- 2.3 Your membership excludes private lessons or independent classes which may incur an additional charge.
- 2.4 All other activities will be charged at the appropriate advertised rate and are subject to availability.
- 2.5 All valuables are left at the owners risk and the facility cannot be held responsible for any loss or damage incurred. In the event of loss or damage to personal property, please inform a member of staff as soon as possible.
- 2.6 North Tyneside Council reserves the right to close temporarily a facility for refurbishments and / or repairs as and when required.
- 2.7 During busy periods, time spent on cardiovascular machines is restricted to 20 minutes for each machine.
- 2.8 Every effort will be made to avoid any unnecessary disruption and / or change of instructor for classes that are scheduled, however, North Tyneside Council reserves the right to withdraw or reschedule classes where they are insufficiently subscribed and / or poorly attended.
- 2.9 It may be necessary to cancel a scheduled class at short notice due to sickness absence, if no alternative cover can be arranged. North Tyneside Council will endeavour to contact anyone who has booked onto these classes.
- 2.10 North Tyneside Council will endeavour to repair any broken or faulty equipment within seven working days; however should the repair of equipment be dependant on the arrival of new and / or replacement parts repairs might be delayed. Members will be kept suitably informed.

3. Membership

- 3.1 Before using any of the Contours facilities, you must be satisfied that you are medically fit and able to do so. If you have any medical issues or conditions that may affect your ability to use the facilities you should refrain from attending. You will be required to complete a health commitment statement. You are required to advise a member of Contours staff if any of the information on your health commitment statement changes.
- 3.2 You should inform an instructor of any recent illness or injury that may affect your fitness ability during the membership period including any inactivity of six weeks or more.
- 3.3 You are required to observe any guidance relating to the safe use of the Contours facilities and any equipment provided by North Tyneside Council.
- 3.4 You are required to take reasonable steps and precautions to safeguard your personal property.
- 3.5 You are required to behave in a manner that is considerate to the needs of other users and do nothing to damage the Contours facilities or any of the equipment provided.
- 3.6 You must familiarise yourself with any specific instructions or guidance provided for any Contours facility or equipment and observe them. Any specific instructions or guidance will be appropriately displayed.
- 3.7 You must wear appropriate clothing and footwear.

4. Direct Debit memberships

- 4.1 Upon joining you will pay a joining fee and your next payment will be collected via Direct Debit – the date of collection will be on your application form. All Direct Debit Contours memberships, excluding the non-contract membership, are continuous contracts with a minimum term.
- 4.2 Before the set up of a Direct Debit, a credit check is undertaken. If you have a previous unpaid debt with North Tyneside Council, your membership may be terminated with no re-imbusement of initial payment made.
- 4.3 If for any reason there is a delay in setting up your Direct Debit, invoices will be issued until collections from your bank can be made. Payment details can be found on the reverse of the invoice.
- 4.4 A member can only terminate their membership paid for via Direct Debit, after completion of the minimum period in accordance with 4.6 and providing 28 days written notice to the contact details below.
- 4.5 A contracted member can only terminate their membership paid for via Direct Debit after completion of the minimum period in accordance with 4.6 and providing 28 days written notice via the contact details below.
- 4.6 The minimum period for a contracted membership paid by Direct Debit is completed upon payment of your 12th monthly instalment. The minimum period for a non-contract membership is one month via Direct Debit after your initial joining fee has been paid.
- 4.7 The 28 day notice period for a contracted membership begins on the date of receipt by North Tyneside Council of the cancellation request. 28 days notice is required for the cancellation of a non-contract membership. Your membership will expire 28 days after you have put your notice in. Please note, we are unable to stop any Direct Debit payments after the 25th of each month.
- 4.8 Where a due Direct Debit payment is unpaid North Tyneside Council is entitled to recover this as a debt. This will include all outstanding monies due in respect of the minimum term of your membership.
- 4.9 If you cancel the Direct Debit after the minimum period of a contracted membership without 28 days notice in writing an invoice may be issued for the one month notice period.

5. Cancellation/suspension

Cancellation

- 5.1 Once a contracted membership has been entered into it cannot be changed or cancelled prior to the date of expiry except in exceptional circumstances in accordance with 5.3. Once a non-contract membership has been taken out it can only be cancelled by giving 28 days notice.
- 5.2 After entering into any membership, if you are dissatisfied with the service offered, there is a 14 day cooling off period. Your joining fee is non-refundable.
- 5.3 A request for early cancellation may be considered by North Tyneside Council in the event of any of the following:
 - You are moving away from the area;
 - Suffering from sustained medical problems, illness or injury which, make it no longer practical for you to be able to use the facilities;
 - If your financial circumstances have materially and adversely changed since you took out your membership.However North Tyneside Council reserve the right, at its absolute discretion, to agree or refuse to early cancellation in these circumstances.
- 5.4 Where you make a request for early cancellation to be considered, you are required to provide appropriate supporting evidence for your request. Any information provided will be treated in confidence.
- 5.5 Where a cancellation has been agreed by North Tyneside Council, no part payments will be accepted. Payment of any outstanding months will be required in full.
- 5.6 Cancellation requests, together with supporting evidence, should be sent either via email or post to the details below.
- 5.7 Any request for cancellation is subject to a requirement of 28 days notice to be given prior to any change being effected.

Suspension

- 5.8 North Tyneside Council can suspend contracted memberships for a specific period of time (four weeks for Direct Debit members and one week for paid in full members).
- 5.9 Any agreement to suspend your membership will be confirmed to you in writing. When suspension is agreed the end date of your membership will be extended accordingly if you have paid in full or alternatively no Direct Debit payments will be collected for the agreed period of suspension. Contracted members within their 12 month minimum term must still make 12 payments outside of the suspension dates.
- 5.10 In the absence of written agreement from North Tyneside Council to suspend your Contours membership you will remain responsible for payments, even if you do not use the Contours facilities.
- 5.11 Suspension requests should be sent either via email or post. Contact details can be found below.

If you require further information about these terms and conditions or any Contours membership, please contact:

Contours Membership Team, Quadrant East, Cobalt Business Park,
The Silverlink North, North Tyneside, NE27 0BY
Phone: **0191 643 7461**
Email: contours.membershipteam@northtyneside.gov.uk