

## 1. Definitions

1.1. SCT and its subsidiaries /We/Us Sheffield City Trust (co. no. 02164600 Charity no. 700520); Sheffield International Venues Limited (co. no. 02226575); 7 Hills Leisure Trust (co. no. 7923816 charity no. 1150711)

1.2. Members/You: people we accept to become members of the Scheme, being aged 16 or above. If the Member is under the age of 18 years the Member's parent or guardian must act as a guarantor for the membership and will be responsible for the payment of the Membership Fees.

1.3. Minimum Term: The contracted minimum period, during which your membership of the Scheme will last, as specified in the Membership Confirmation email from DFC (Debit Finance Collections).

1.4. Scheme: the Fitness Unlimited and Athletics Unlimited schemes run by SCT and its subsidiaries which you have agreed to join, as referred to in the membership sign up process on the DFC Portal.

1.5. Venues: Leisure venues operated by SCT and its subsidiaries where the Scheme operates.

1.6. Membership Fees: the agreed monthly payments or upfront payment relating to your membership Scheme. A schedule of current fees can be found at <http://www.fitnessunlimited.co.uk/Join>

1.7. Partner: means the spouse, or partner in a de facto relationship who resides at the same address as the Member.

1.8. Corporate Partner: Organisations with which we have agreed a Corporate Membership scheme.

1.9. Corporate Membership Scheme: a membership scheme administered by SCT and its subsidiaries on behalf of its Corporate Partners.

1.10. Customer Etiquette Rules: etiquette guidelines developed to ensure our customers have a safe and enjoyable experience when using the facilities at the Venues.

1.11 DFC: Debit Finance Collections; A third party company that SCT and its subsidiaries use to collect all customer direct debits in relation to Fitness Unlimited memberships and coached lessons.

## **2. Membership Entitlement**

2.1. Membership of the Scheme gives You the right to use certain facilities and activities operated by SCT and its subsidiaries, as specified in relation to the Scheme, subject to the exclusions outlined below.

2.2. You will comply with the Customer Etiquette Rules applying to each Venue, however, if there is a conflict between these Terms and Conditions and the Customer Etiquette Rules for any Venue, these Terms and Conditions will prevail. Copies of Customer Etiquette Rules are available by request at the relevant Venue. Please note we may (unless stated elsewhere in this agreement) make reasonable changes to these rules at any time. It is not always possible to provide you with advance notice of such changes but we will keep our website at [www.siv.org.uk](http://www.siv.org.uk) updated with such changes and you are responsible for checking the same before using the facilities at our Venues.

2.3. At certain times access to, or use of, a particular Venue or activity may not be possible. You will not be entitled to any refund or compensation should this happen; however, in circumstances where the Scheme is closed due to circumstances beyond our control (such as for fire or flooding or repairs) for more than one month we will suspend payment of your membership fees and/or extend your Minimum Term for the duration of the period your membership was affected.

2.4. We reserve the right to alter the terms of the Scheme (including these Terms and Conditions) at any time, by, for example, amending the list of facilities and venues that can be used under the Scheme, altering the activities offered at each Venue. Where a change is proposed that is more than minor or technical (for example, an increase in membership fees when outside minimum term) You will be given no less than 10 day's notice of such change and You will have the option to terminate the agreement without penalty.

2.5. SCT and its subsidiaries reserve the right to reject an application for membership of the Scheme for any reason and will not be liable to you in respect of any such rejection.

2.6. SCT and its subsidiaries reserve the right, following your customer assessment, to ask for appropriate documentation to prove that it is appropriate for You to enter into this Agreement. This includes, without limitation, a doctor's certificate of fitness to exercise or certificate of fitness to enter into this contract. Where such documentation is requested your Membership will be suspended until the documentation is provided and You will not be entitled to use any of the facilities referred to in clause 2.1. If You are unable to provide such documentation, or if We have concerns regarding your fitness, We reserve the right to terminate the contract.

2.7. Certain categories of Member may not have access to all of the facilities at each Venue included in the Scheme.

### **3. Cooling Off Period**

3.1. As soon as you have completed the Membership Process on the DFC Portal you have 14 days to cancel your membership without incurring a penalty and we will refund any fees paid upon cancellation.

3.2. You can cancel at any time during the 14 day period by contacting us through any of our points of contact listed in clause 9.

3.3. Should you decide not to cancel; your membership will commence from the date of completion of the membership process on the DFC Portal.

### **4. Membership Term and Fees**

4.1. You will be a Member for no less than the Minimum Term. Membership cannot be downgraded during the Minimum Term.

4.2. All memberships will automatically continue after the Minimum Term unless terminated in accordance with clause 8.

4.2.1. Membership Fees (except for those relating to upfront membership Schemes) are payable monthly in advance. If your membership is terminated by Us or You as a consequence of your breach, or for any reason other than those given under clause 8.9, any unpaid amounts (including but not limited to) amounts in respect of the minimum term will become due immediately and will need to be made payable to DFC directly.

4.3. Subject to termination or cancellation under clauses 3.1 and 8.9 no refund will be made in respect of the part of the relevant month falling after the date of termination.

4.4. Membership Fees for upfront membership Schemes are payable in full upon joining the Scheme.

4.5. Members on a direct debit membership Scheme must pay the pro rata by cash or credit / debit card on joining. All subsequent payments (throughout the Minimum Term and beyond) must be made by Direct Debit via DFC.

4.6. We reserve the right to increase the membership fees from time to time following the expiry of the Minimum Term. You will be given 10 days prior written notice of such increases and should You decide not to accept such increases You may cancel your membership by notifying Us in writing before the new fee rate commences. Until expiry of your notice You shall continue to pay the current membership fee. We will refund any membership fees that have been paid by You in advance for any period after the expiry of your notice.

4.7. If any payment whatsoever remains outstanding, DFC will give written notice that your membership is suspended pending payment of the outstanding sum. Until such time as payment is received, You will not be entitled to use any of the facilities referred to in clause 2.1. Following completion of the Minimum Term, your contract may be terminated by SIV and/or will not be reactivated unless the outstanding sums are paid.

4.8. Once DFC have received payment of the outstanding sums, You will be entitled to use the facilities and activities once more, but You will not be given any credit for the time that your membership was suspended.

4.9. If You fail to pay any amount due under this agreement for a period of more than 30 days, then DFC and/or SCT and its subsidiaries may pass the debt to a third party company for collection. The cost of this instruction will be borne by You, including costs in tracing You should You have changed address.

## **5. Corporate Membership**

5.1. SCT and its subsidiaries will administer Corporate Membership Schemes on behalf of Corporate Partners. The management and promotion of these schemes internally to Corporate Partners' employees rests with the Corporate Partners and not SCT and its subsidiaries.

5.2. Corporate Partners' employees must provide SCT and its subsidiaries with a current wage slip as proof of their employment status in order for them to receive the preferential Corporate Membership Scheme rate. Where, under a Corporate Membership Scheme, an employee's Partner also qualifies for the preferential rate, proof of the Corporate Partners' employees' employment status must also be provided.

5.3. We reserve the right to contact the employers of Corporate Membership Scheme Members at any time to confirm your continued employment and therefore your eligibility to the scheme. You should read and understand these Terms and Conditions before completing the membership process on the DFC Portal. Your attention is drawn in particular to clauses 2.2, 4.3, 4.4, 7 and 8. Our Customer Etiquette Rules are published and updated on [www.siv.org.uk](http://www.siv.org.uk)

5.4. Existing Non Corporate Members wishing to convert to a Corporate Membership Scheme must give Us 30 days notice to do so. The corporate rate cannot be backdated for existing Members who transfer to a Corporate Membership Scheme. The Corporate Membership Scheme rate will apply from the date of the first direct debit following the expiry of the 30 day notice period.

5.5. SCT and its subsidiaries reserve the right to alter the Terms and Conditions of Corporate Membership Schemes at any time, in accordance with clause 2.4 of these terms and conditions.

## **6. Membership Cards/Bands and Your Property**

6.1. On joining the Scheme you will be issued with a membership card or membership band.

6.2. The card or band is personal to you. You must not allow anyone else to use your card or band to gain access to any Venue. Any fraudulent use of your membership card or band will result in cancellation of your membership with no refund being given.

6.3. The membership card or band must be presented on each visit to a Venue in order to gain access to the facilities. Access can be denied if there is no band or card present.

6.4. There will be an administrative charge for the replacement of lost or stolen cards or bands. Replacement cards or bands can be purchased from the Venues.

6.5. Membership cards and bands remain the property of SCT and its subsidiaries at all times.

6.6. For security reasons, members and guests are advised to store their personal belongings and valuables in the lockers where provided. We can remove the contents of any locker which is left overnight. You can claim the contents from the Front of House of the Venue for up to eight weeks after removal. After this time We will not be responsible for any contents We remove from the locker.

## **7. Limitation of Liability**

7.1. Subject to Clause 7.2, if either of us fails to comply with these Terms and Conditions, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which We or You could reasonably foresee would result from the failure to comply with these Terms and Conditions at the time we entered into this contract with one another.

7.2. We shall not be liable to compensate You for any loss or damage where our failure to carry out our obligations is attributable to:

7.2.1. Your own fault;

7.2.2. A third party unconnected with our provision of services under this agreement; or

7.2.3. Events neither We nor our suppliers could have foreseen or prevented even if we had taken all reasonable care.

7.3. We only supply memberships under these Terms and Conditions for domestic and private use. You agree not to use the Schemes for any commercial, business or re-sale purpose, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7.4. We, our agents and employees, will not be liable for any loss or damage to property or personal belongings that are brought in to any of the Venues save to the extent that such loss or damage is directly caused by our negligence, or that of our agents, servants or employees.

7.5. This clause does not exclude or limit in any way our liability for:

7.5.1. Death or personal injury caused by our negligence; or

7.5.2. Fraud or fraudulent misrepresentation; or

7.5.3. Any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

7.5.4. Losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability.

## **8. Termination**

8.1. Upon termination of your membership for whatever reason, it is your responsibility to make the necessary arrangements with DFC to cancel the Direct Debit in respect of membership fees.

8.2. If You decide to terminate your membership of the Scheme at any time after the Minimum Term or You become entitled to terminate or cancel under clause 2.4, 3.1, 4.6, or 8.9 You should do so by making a telephone call to Us or DFC on the numbers provided in clause 9.1.

8.3. Notice of termination should be received by Us at least 30 days before the next Direct Debit payment is due. Failure to do so will result in another full month's payment being due before the membership is terminated.

8.4. We may terminate your membership at any time upon service of 7 days notice if you:

8.4.1. Commit a serious or repeated breach of this agreement or the Customer Etiquette Rules and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice

8.4.2. If any part of your membership fee remains unpaid 30 days after its due date for payment; or

8.4.3. You are unable to provide appropriate documentation as may be requested under clause 2.6.

8.5. Where there are more serious grounds for termination, including but not limited to theft from the premises, deliberate damage to the premises or to property brought on to the premises, serious abuse of the Customer Etiquette Rules or behaviour that may reasonably involve serious risk to Us or other people using or visiting the Venues or if You provide us with details which You know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant You membership, membership may be terminated with immediate effect.

8.6. If We terminate for any of the reasons under clauses 8.4 and 8.5, We reserve the right to retain a proportion of any monies paid under this agreement to cover any reasonable costs incurred.

8.7. You will surrender your membership card or band to Us forthwith upon termination should We so request.

8.8. You shall be entitled to terminate your membership and, subject to clause 8.9 receive a full refund of any membership fees paid in relation to any unused periods from the date of notification in the following circumstances:

8.8.1. You are ill and can produce a doctor's note confirming You are no longer fit and well to use the Scheme for the duration of the unexpired period of the Minimum Term;

8.8.2. You are moving your residence to a place which makes it impractical for You to continue to use the Scheme for the unexpired period of the Minimum Term.

8.9. If You terminate for any of the reasons under clause 8.8, we reserve the right to retain a proportion of any monies paid under this agreement to cover any reasonable costs incurred.

8.10. Should your circumstances under clause 8.8 change and You are able to re-use the Scheme You shall be entitled to re-join at the at the current fee rate.

## **9. Notices**

9.1. Any queries on membership should be addressed to the Sales Manager, Ponds Forge International Sports Centre, Sheaf Street, Sheffield, S1 2BP or telephone 01908 422 000.

9.2. If We or DFC need to contact You We may do so by phone (text), email or post using the details that you provided when you joined. If your address changes, please notify Us as soon as possible.

## **10. Previous Memberships**

10.1. You hereby agree that prior to joining this Scheme You have provided details of any previous scheme of which You were a member either in relation to Fitness Unlimited or any other similar scheme provided by SCT and its subsidiaries. Failure to disclose these details at the time of joining this scheme will allow SCT and its subsidiaries to terminate this agreement for breach of contract.

10.2. You hereby agree that at the time of joining the Scheme if You owe an outstanding amount to SCT and its subsidiaries under a previous scheme You hereby agree to unconditionally authorise SCT and its subsidiaries to claim this amount via DFC.

## **11. General**

11.1. These Terms and Conditions do not affect your statutory rights.

11.2. If any of these Terms and Conditions are found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable or unreasonable, they shall be deemed severable and shall not affect the validity or enforceability of the other Terms and Conditions.

11.3. These Terms and Conditions are governed by and construed in accordance with English Law and the parties hereby agree to submit any disputes to the exclusive jurisdiction of the English Courts.

11.4 As part of joining Fitness Unlimited, You are also agreeing to DFC's terms and conditions which are attached to the Confirmation email and direct guarantee DFC send as part of the membership process.