

SLS Fitness – Oasis Academy Immingham

FULL TERMS AND CONDITIONS

These Terms and Conditions ("Terms") set out the agreement between you and us for the supply of services and constitute an agreement between you and us. The Terms collectively refers to the following documents:

- The terms and conditions;
- The gym membership application form.
- The Health Commitment Statement; and
- Direct Debit mandate (where a direct debit payment is required as part of the membership). Please ensure that you read and understand these Terms because you will be bound by them.
- Please note that all Terms must be signed and dated by you at the gym reception.
- "Oasis Academy Immingham" c/o School Lettings Solutions Ltd •, "us" •, "we" • and "our" • means Oasis Academy Immingham c/o School Lettings Solutions Ltd (a company limited by guarantee with registered number 08175009 and whose registered office is Unit E, Lostock Office Park, Lynstock Way, Lostock, Bolton, BL6 4SG).
- School Lettings Solutions Ltd act on behalf of Oasis Academy Immingham in a partnership to manage and facilitate community use of their Gym and Sports Centre facilities.
- "Member" •, "you" • and "your" • means on-going direct debit, and annual payment members

General Information

- 1) The gym at Oasis Academy Immingham is open at the following times for member access: Monday to Thursday 5:30pm – 9:30pm, Friday 5:30pm – 9:00pm, and Saturday 9:00am – 2:00pm. We reserve the right to reduce the gym opening hours where applicable (Christmas, Easter, school holidays) and unless informed otherwise the gym will be closed on Public Holidays. In the event of sudden closures due to weather events or acts of god we will be unable to offer membership refunds. **Last entry to the gym is 45 minutes before closing.**
- 2) Members MUST not attempt to access the gym facilities outside of these hours.
- 3) There are two types of membership available at the gym at Oasis Academy Immingham:
- 4) Adult Membership - for ages 16 and over only; and
- 5) Family Membership – to include 14 – 15 year old juniors, and on application to include adults (classed as over 16's).
- 6) There are two membership contracts available at the gym at Oasis Academy Immingham (prices as set out in the application form attached):
- 7) 1 Month Rolling Direct Debit membership with a minimum contract of 1 month
- 8) 12 Month Single Annual Payment (3 and 6 month memberships may be available at the time of joining)
- 9) All prices are accessible on the website at <http://oasisimmingham.schoolbookings.co.uk/sports-and-fitness-/gym>. No discounts will be applied to these rates at any time unless approved by management.
- 10) You are responsible for paying the appropriate amount as detailed in the application form for your selected membership. You are also responsible for any extra charges or fees from using other services and facilities not included in your membership. You will continue to be responsible for making these payments on time.

Starting Your Membership

- 11) You can join the gym at Oasis Academy Immingham either in person at the reception or online.
- 12) When completing the membership application via the online sign up page you must pay one month's membership in advance, or any pro-rata month where applicable. This will be collected by Direct Debit soon after joining.
- 13) When applying for a Family Membership, an application form must be completed with the names and dates of births of the additional members. This is available from the reception.
- 14) If you are a member on a 12 Month Single Annual Payment membership you must pay the full membership fee on the day that you sign the Terms and Conditions.
- 15) If you are a member on a 1 Monthly Rolling Direct Debit membership you must pay the monthly direct debit fee on the assigned collected date. This date can be amended if necessary.
- 16) A per the Terms and Conditions a Health Commitment Statement MUST be completed by each gym member before they enter the gym at the start of their membership. This also includes 14-15 year old juniors who are part of a family membership.
- 17) Gym inductions are not included.

About your membership

- 18) Your membership is personally unique to you and under no circumstance should it be transferred, lent or given to another person. To prevent this from happening, we reserve the right to ask for a second form of identification if we suspect this is the case, before allowing you into the gym at Oasis Academy Immingham.
- 19) If another person is found using your membership, we may terminate membership with immediate effect. Please see clause 35.
- 20) Guests are not permitted to use the gym unless a Free Pass/Guest Pass Offer is available at the time and with authorisation from management. We reserve the right to offer promotions from time to time for Guests.
- 21) When using the gym facilities you must abide by the gym etiquette rules and notices.

Temporarily Suspending Your Membership

- 22) You may temporarily suspend (freeze) your membership for a minimum of 1 month up to a maximum of 6 months.
- 23) You can temporarily suspend your membership for any reason.
- 24) In order to temporarily suspend your membership we will need written confirmation in the form of a letter, or by emailing fitness@schoollettings.org with a minimum of 14 days' notice so we can apply the suspension in sufficient time to amend any future Direct Debits or extensions if paying annually.
- 25) You will not be able to use the gym while your membership is temporarily suspended.
- 26) A fee of £3.00 will be charged per month if paying by Direct Debit to suspend your membership.
- 27) Any period of temporary suspension will not count towards the period of your membership contract where applicable.

Cancelling Your Membership - Your Rights

- 28) Members with Monthly Direct Debit Contracts ("Direct Debit Member"•): You have the right to cancel your membership once you have completed the minimum term of 1 month. If you then re-join on a future date you may be asked to pay a joining fee.
- 29) In order to cancel your membership you must give 1 month notice in writing, either by letter or by emailing fitness@schoollettings.org. SLS staff will not be able to cancel a membership if told verbally and membership cancellations can only be processed by the Fitness Manager.
- 30) Monthly Direct Debit Contracts will be automatically continued each month unless cancelled by written notice (see above).
- 31) If taking out a membership online a 14 day Cool Off period will apply and you must let us know within this period that you wish to cancel. The Cool Off period will expire after 14 days from the day you accept the Terms. To meet the cancellation deadline, it is sufficient if you send your written communication by email or letter concerning your exercise of the right to cancel before the Cool Off period has expired. In case of dispute you must show that you cancelled your membership in accordance with the cancellation terms. If you cancel your membership within the 14 day period we will refund to you any fee you have paid not later than 14 days after the day on which we are informed about your decision to cancel. This does not apply to members who do not pay by direct debit.
- 32) All outstanding fees must be paid in full.
- 33) If you decide to cancel your membership early on a 12 Month Single Payment Contract, you are not entitled to a refund for the remaining months of the contract under any circumstance.
- 34) You are not entitled to use the facilities if you have cancelled your membership.

Cancelling Your Membership - Our Rights

- 35) We have the right to cancel your membership with immediate effect in any of the following circumstances:

- a) You breach, or continue to breach, any material aspect of this membership agreement;
 - b) You break, or continue to break Oasis Academy Immingham gym rules and regulations which are advised by management from time to time;
 - c) Where applicable, you fail to respond within 7 working days after a direct debit payment fails;
 - d) Another person uses your membership to access to Oasis Academy Immingham gym facilities.
- 36) If your membership is cancelled for any of the reasons stated in clause 35 we have the right to immediately collect the remaining outstanding fees relating to your membership.
- 37) We reserve the right to refuse to consider you for a subsequent membership following cancellation of a membership.

If Your Monthly Payments Fail

- 38) If your Direct Debit payment fails due to insufficient funds, we will write to you (by email or letter) to inform you about this failure. We will then represent the Direct Debit approximately 14 days later and you must ensure you have sufficient funds available to pay the represented Direct Debit.
- 39) If your payment fails due to the cancellation of your Direct Debit without written notice, you must pay any outstanding fees within 7 days. Access to the gym is prohibited until this payment is made. You will be required to reinstate your Direct Debit if you wish to continue your membership. You may be asked to pay for a 12 Months Single Payment membership or a payment in advance to continue.
- 40) Failure to pay in respect of any outstanding fees will result in your membership being terminated.

Changes to the Terms & Conditions

- 41) We may revise these Terms from time to time in the following circumstances:
- a) Changes in relevant laws and regulatory requirements; and
 - b) If following annual review of the Terms we wish to make reasonable changes to the Terms.
- 42) If we have to revise these Terms under clause 41, we will give you at least one month's written notice (by email or letter) of any changes to these Terms before they take effect.
- 43) Where the changes we make are material, and if you do not agree to the changes, you may terminate your membership by giving us not less than 2 weeks' notice in writing (such notice must be received before any proposed changes to the terms take effect).
- 44) By signing these Terms you acknowledge that in order to provide the highest standards of facilities, we may need to close certain or all facilities temporarily for decorating, cleaning, essential repairs or maintenance of equipment and special events, this may disrupt the availability of the gym to you and agree that such disruption shall not amount to a breach of this agreement by us. Where reasonably possible, we will notify you of any change to the facilities available we reserve the right to increase, decrease or withdraw certain facilities permanently.

Complaints

- 45) Our member's satisfaction is very important to us, and we understand that things do not go according to plan all the time. If you have a complaint, we want to know about it as soon as possible so that we can investigate and resolve the issue.
- 46) You should firstly address the matter to a Sports and Leisure Assistant (SLA) on duty. If you are still not satisfied then you should contact School Lettings Solutions Fitness Manager by emailing fitness@schoollettings.org or telephoning 0845 052 4646.

Liability

- 47) By signing these terms you agree that:
- a) You shall use the gym facilities at Oasis Academy Immingham entirely at your own risk and that we shall not have any liability for any loss, injury or damage sustained to you or your property unless sustained due to negligent act or omission made by us;
 - b) You accept full responsibility for your use of all facilities at your own risk and will not sue School Lettings Solutions or Oasis Academy Immingham for any loss, claim, injury, damage or liability sustained or incurred by any person or their property unless due to a negligent act or omission by Oasis Academy Immingham;
 - c) We are not liable for any loss, damage or theft of any of your property that you bring onto the premises.
 - d) Nothing in these terms and condition will limit any rights you might have as a customer.

Data Protection

- 48) We follow the Data Protection Act 1998.
- 49) In the course of your membership, we may collect certain personal information about you including personal details, financial details and information about your health. We will use this information for purposes including managing your membership and communicating with you. You have the duty to keep your personal information up to date and inform us of any significant changes.
- 50) We will not share your personal information with third parties, other than Oasis Academy Immingham and:
ClubWise Software Ltd
6 Tower Court, Horns Lane,
Princes Risborough,
Bucks,
HP27 0AJ
Clubwise provide our membership software and act as our collection agent in regards Direct Debit payments. They are a BACS Approved Bureau and are regulated by the Financial Conduct Authority.
- 51) We will limit access to the processing of, and use of, your personal information to our employees and management who may, from time to time, contact you. (Unless you notify us otherwise, which you may do by contacting us, or by ticking the appropriate box at the bottom of these Terms and Conditions).
- 52) You are entitled to exercise your right to access, modify, object to the use of or request the deletion of your personal information. If you want to do this, please contact the Fitness Manager at School Lettings Solutions Ltd.
- 53) If we are not permitted to process your personal information, we may not be able to provide services to you.
- 54) If you wish to view all personal information we hold about you, you are entitled to see this information. Please contact the Fitness Manager at School Lettings Solutions Ltd, providing proof of your identity i.e. passport, driving license.
- 55) We reserve the right to take photographs of our facilities (which may include you, provided your inclusion is incidental) for press and promotional purposes.
- 56) As a member of the gym at the Oasis Academy Immingham, you acknowledge that you have read and understood the provisions of clauses 48 - 55 and that you agree that we may collect, use, process and disclose your personal information as described.

General Health & Safety

- 57) Your safety is our main priority.
- 58) We do not allow pets (excluding registered assistance dogs) in the school building.
- 59) Any person visiting the premises must pay particular attention to all signage relating to health and safety matters. If you do not understand a notice or sign, please ask one of our SLA's for clarity.
- 60) Fire exits are clearly marked in the gym/school building. If you discover a fire or hear the fire alarm you and your guest(s) should make their way out of the gym/school building through the nearest possible exit to the designated assembly point in the car park.
- 61) If you suffer an accident or injury on our premises, you must report it immediately to a member of staff. You will be asked to fill out an accident form. Failure to do so, will result in any claim being invalid.
- 62) You must not smoke anywhere on Oasis Academy Immingham's premises under any circumstances.
- 63) We expect you to behave and dress appropriately and respectfully at all times whilst on Oasis Academy Immingham's premises. Appropriate, clean clothing and footwear should be worn. We can prevent you from entering the gym/school building, ask you to leave or cancel your membership if we think that you are in breach of this clause and clause 36.

Car Park

- 64) You are only entitled to use the schools car park while using the gym facilities.
- 65) We do not guarantee that car parking will be available at the gym/school.
- 66) You park in the car park at your own risk. We do not accept liability for loss or damage to your car.

Fitness Suite Facilities (Gym)

- 67) Before you start using the fitness equipment, you must complete the Health Commitment Statement or Health Questionnaire (when joining online)
- 68) You must not do strenuous physical activities without first getting medical advice if you have any concerns about your current health/physical condition.
- a) It is recommended that you take the adequate time to warm up and cool down before and after doing physical activity.
 - b) You should never take part in any physical activity you believe you are not fit for.

- c) You are responsible for monitoring your own condition during physical activity.
- d) We will not take responsibility for any harm you suffer as a result of taking part in an activity unless it is caused by our negligence to take responsible care.
- e) When you join, you should tell an SLA or Fitness Manager anything that is relevant to your physical condition. You should continue to keep this information updated throughout your membership.
- f) You are responsible for monitoring your own physical condition. If you suffer any unusual symptoms you must immediately cease the activity and tell a member of staff.
- g) Please bring a small towel to wipe the fitness equipment after use.

Sports Centre Facilities (Sports Hall, Dance studio, AstroTurf etc.)

- 69) Only access to the gym is included in the membership selected and Members must not attempt to access or use other facilities within Oasis Academy Immingham.
- 70) If you would like to make a booking for any of Oasis Academy Immingham's other facilities, please contact our School Sports and Leisure Manager on 01469 509669 who will provide you with the relevant information and forms, or visit our website at www.oasisimmingham.schoolbookings.co.uk

Lost Property

- 71) If you find lost property, please hand it into the reception. You can pick up lost property from reception. We will hold these items for 4 weeks only before they are disposed.

Please retain for your records