

TERMS AND CONDITIONS OF MEMBERSHIP

1. THE CENTRE

- 1.1 The Centre is managed by the Culture & Leisure Department. Beau Sejour Centre is located at Amherst, St Peter Port, Guernsey, Channel Islands, GY1 2DL.

2. ACCEPTANCE OF MEMBERSHIP

- 2.1 The decision to accept the application of a potential member shall be at the sole discretion of the Centre. The Centre reserves the right to verify, or require proof of all information given in order to obtain membership and any fraudulent or wrongful information given in order to obtain such membership could result in the cancellation of all membership rights and lead to the repayment of all monies due to the Centre. If the membership application is accepted by the Centre, membership of the Centre by the applicant shall commence upon receipt of the date of this agreement. Upon acceptance of the member by the Centre, a membership card shall be issued by the Centre. The membership card remains the property of the Centre and entitles the holder to all the rights and privileges exercisable by the category of membership of the holder.
- 2.2 The acceptance of an application for membership of the Centre shall constitute a legally binding agreement between the member and the Centre. The member hereby agrees also to be bound by the Regulations Applicable to All Users, a copy of which can be provided by asking at Reception.
- 2.3 Annual and Direct Debit members have the right to cancel this agreement by sending or taking a written notice of cancellation to the Centre, within ten days of signing this agreement. The Centre shall refund in full the first Direct Debit membership instalment or annual membership fee. In no other circumstances will fees be refunded by the Centre.
- 2.4 Membership cards are issued to all current members and must be shown at Reception to gain membership rights every time a visit is made to the Centre. Membership cards may only be used by the registered member and any fraudulent use of the membership card by the member could result in cancellation of the membership with no refund being made by the Centre. Lost or damaged membership cards will be subject to a replacement charge being made by the Centre.

3. LIMITATION OF LIABILITY

- 3.1 The member acknowledges that the Centre's obligations and liabilities in respect of the Centre are defined in this agreement and/or within the Regulations Applicable to All Users.
- 3.2 The member is responsible for the consequences of any use of any of the facilities of the Centre. The Centre will not be liable for any indirect or consequential loss, damage, costs, expenses, theft or damage to property, whether arising under contract, or otherwise.

4. HEALTH COMMITMENT STATEMENT

- 4.1 The Health Commitment Statement clearly outlines the commitment we have to you and you have to us, regarding your usage and enjoyment of the facilities at Beau Sejour Leisure Centre. The Health Commitment Statement is prominently displayed throughout the Centre and copies are available at Main reception and the Membership Office.

5. MEMBERSHIP

- 5.1 Membership shall be either Freedom Membership or Choice Membership. The categories of membership are Single, Joint, Family, Junior, Senior Citizen, Corporate, Student, Teen and Other. All categories of membership shall be subject to these Terms and Conditions of Membership which are in force at the time.
- 5.2 Joint membership shall be available. Joint and Family memberships are available on condition that payment is made from one bank account jointly, or by monthly joint payment (joint membership only). Family membership would be available to one or two adults and their children under the age of sixteen years residing at the same address for Choice membership, and children under the age of sixteen years residing at the same address for Freedom.
- 5.3 Other categories of membership shall be stipulated by the Centre from time to time.

6. MEMBERSHIP CHARGES & PAYMENT OPTIONS

- 6.1 All members are liable to pay all annual or monthly membership fees irrespective of actual usage of the Centre facilities.
- 6.2 Members may elect to pay their membership fees in monthly instalments (Direct Debit), advanced payment or monthly fees.
- 6.3 The Centre reserves the right to increase Membership fees on a yearly basis. If paying by Direct Debit, the contract is for a minimum of three months. Following the first three months and for every consecutive month thereafter, the Centre will continue to take monthly Direct Debit instalments unless written notice is received by the Centre requesting termination of the member's membership.
- 6.4 A Direct Debit member may, at the discretion of the Centre, freeze their membership for a period of one month and up to a maximum of six months in any twelve month period. An administration fee will be payable for each month that their membership is frozen and this fee will be taken from the member by a monthly direct debit payment. Applications to freeze a membership must be made in writing and be received by the membership department at the Centre at least ten days prior to the next membership payment being taken from the member.

7. EXPULSION OF MEMBERS OR TERMINATION OF MEMBERSHIP BY THE CENTRE

- 7.1 The Centre may expel members or may terminate the membership of any member:
- 7.1.1 *without notice and with immediate effect if the member's conduct, whether or not such conduct is the subject of a complaint by another member or group of members, is such that in the reasonable opinion of the Centre, it may be injurious to the character, name or interests of the Centre or is such that it renders the member unfit to associate with other members of the Centre.*
- 7.1.2 *By notice in writing if any part of the annual membership fee or monthly membership charge which is due and payable remains unpaid thirty days after the due date for payment.*
- 7.2 Lapses in membership payment may incur an Administration charge.
- 7.3 A member whose membership is terminated by the Centre, shall forfeit all privileges of membership with immediate effect without an entitlement to any claim for any refund of their annual or monthly membership fee. On termination of their membership, the member shall return forthwith their membership card.

8. CENTRE FACILITIES

- 8.1 Certain categories of membership do not include all of the Centre's services and facilities. Services and facilities not so included may be provided at an additional charge at the Centre's discretion.
- 8.2 Members who fail to attend pre-booked activities will be charged the full Choice members fee for the activity in question.
- 8.3 The Centre reserves the right to make reasonable alterations to the type of facilities provided without notice and the Centre shall not be liable for any inconvenience caused by building works and for the provision of essential maintenance services, due to matters beyond our control.

9. HOURS OF OPENING

- 9.1 Information in relation to the Centre's normal hours of operation and the opening hours of the facilities are available from the Centre upon request. Such hours of operation may be lengthened or shortened at the absolute discretion of the Centre with or without any prior notice being given to members. The Centre shall endeavour to give members reasonable notice of change to such hours.
- 9.2 On occasions when necessary maintenance is required, the Centre, or parts thereof, may be closed, for which members will be given at least seven days prior notice of any such closure. Any refund given as a result of closure will only be made at the sole discretion of the Director of Leisure Services.

10. GOVERNING LAW AND JURISDICTION OF THE COURTS

- 10.1 This agreement shall be governed by and construed in accordance with Guernsey Law and the parties hereby agree to submit any disputes to the exclusive jurisdiction of the Guernsey Court of Law.

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