



## **MEMBERSHIP TERMS AND CONDITIONS**

These terms and conditions are the standard membership terms which apply to the provision to, and use by, you and other users of any facilities and services provided at the Centre, namely MDL Fitness at Queen Anne's Battery Marina, a trading name of Marina Developments Ltd a company registered in England and Wales under number 01056715 whose registered office is at The Yacht Club, 1 Channel Way, Ocean Village, Southampton SO14 3QF ("we/our").

## **MEMBERSHIP**

For anyone wishing to use the Centre they must be 16 years of age or over and have an active membership which is either:

- A. a monthly fitness membership;
- B. an annual fitness membership; or
- C. a pay as you go membership.

You will become a member of the Centre only when we accept your application in the form that we give to you. For a monthly fitness membership, you will also need to pay the membership fee for the first month of your membership. For the annual fitness membership, you will also need to pay the full membership fee for 12 months.

Our decision whether to accept your application is in our absolute discretion.

Upon our acceptance of your application by us, we will issue you with a membership card and there will be a contract between you and us on these terms and conditions.

## **TYPES OF MEMBERSHIP**

### **PEAK FITNESS MEMBERSHIP**

Annual and monthly members are able to access the gym and its facilities 24 hours a day.

### **OFF-PEAK FITNESS MEMBERSHIP**

Annual and monthly members are able to access the gym and its facilities between the hours of 9pm and 4pm only.

### **DAY PASS**

Valid for use multiple times in one single day (midnight to midnight).

## **PAYING FOR YOUR MEMBERSHIP**

### **PAY AS YOU GO**

As a pay as you go member you will pay for your use of the Centre each time you use the facilities or attend any classes or sessions arranged by us.

### **ANNUAL OR MONTHLY FITNESS MEMBERSHIPS**

You can either pay your membership annually or monthly. By choosing an annual or monthly membership you can use the facilities or attend any classes or sessions arranged by us at any time.

Both annual and monthly fitness members will pay a start-up fee that will cover the administration of your membership and your introduction to the Centre.

We may deny you access to the Centre whilst any membership fees payable by you or other sums are due and remain outstanding.

#### **a. MONTHLY FITNESS MEMBERSHIP**

As a monthly fitness member, you will pay the monthly membership fee by recurring card payments, you will authorise us to debit your card with the monthly fee on a recurring basis.

The payment will be debited from your card on the date set by you each month.

At the point of sale, you will also pay a pro rata payment in your first month of Membership. This pro rata payment covers the cost of your membership until your recurring card payment has been set up.

If a payment is returned by your card supplier unpaid, we have the right under our Dunning process re-present a request for this payment at any point without notice. Payment collection will be retried after 1, 4, and 9 days from the invoice due date. If after 10 days the invoice is unpaid, the subscription will cancel.

If your card is lost or stolen, or your card provider issues you with a new card you must update us immediately with the new card details. You can update your card details via your membership portal.

#### **b. ANNUAL FITNESS MEMBERSHIP**

As an annual fitness member, you will pay for 12 months in advance but will receive 2 months for free.

## **MONEY BACK GUARANTEE**

A 14-day money back guarantee is offered to all new monthly and annual fitness members. All monies paid in respect of the membership will be refunded in full should you for any reason wish to terminate this agreement within 14 days of joining. We will issue your refund within 14 days of your notice to terminate this agreement. We reserve the right to retain any administration fee.

## CANCELLING YOUR MEMBERSHIP

We recognise that many people's circumstances change. In such an event, should you wish to cancel your membership you must notify, in writing, via our [online enquiry form](#). We require you to provide us with 1 months' notice of your intention to cancel your membership.

### a. MONTHLY MEMBERSHIP

If you are a monthly fitness member, please ensure you also cancel the recurring card payment. MDL Fitness will not refund membership payments where written cancellation has not been provided for. We cannot take phone calls for any cancellation.

Where notification is not received and your recurring card payment is cancelled, we reserve the right to collect any monies outstanding.

If you wish to re-start your membership with us, you will be required to pay the start-up fee and pro rata payment.

### b. ANNUAL MEMBERSHIP

If you are an annual fitness member and you cancel your membership part way through the year you will lose the benefit of the 2 months free. We will refund you for the remaining months of your membership less an amount equal to the 2 free months which you would have received free of charge by paying for your membership in advance.

If you wish to re-start your membership with us, you will be required to pay the start-up fee and pro rata payment.

## REFUNDS

No refund of membership fees will be made if a facility or an activity is withdrawn from the Centre's programme.

Refund requests will be honoured where less than 1 months' notice is given for medical reasons with supporting medical evidence. In other circumstances, if less than 1 months' notice is given, then discretion may be applied with the value credited to the account for future participation.

## MULTI-SITE USE

All fitness memberships may also use other Centres that are not their 'home' site as long as their 'home' site has a greater monthly or annual purchase price than the site they are visiting. If the 'home' site is a lower price they may use other Centres on no more than two occasions per month before they will be required to upgrade to the site with the greater monthly or annual price.

If you pay as you go for activities at one Centre, you must do so at all of our other Centres in the group when visiting.

Customers from other Centres will not be able to swipe through access controls therefore they will need to report to reception to gain entry. This will include entry to the gym and changing rooms.

### **MEMBERSHIP HOLIDAYS – ‘FREEZING YOUR MEMBERSHIP’**

As a benefit to membership, we offer the opportunity to temporarily suspend or ‘freeze’ your membership in the event of prolonged absence such as serious illness or injury. This benefit is for monthly fitness memberships only. This benefit is for full calendar months only and available for a minimum of 1 calendar month up to a maximum of 6 calendar months. It carries a reduced fee of £5.00 per member per month.

Freezes can only commence after the pro rata payment has been taken. To activate this benefit, please request a suspension of your membership from the Centre before the 24th of the month to be effective the 1st of the following month. You will need to agree to the term of the freeze. At the end of the ‘frozen period’ your payment will revert to the appropriate fee automatically.

### **CHANGE OF DETAILS**

Should your personal details change, please notify us immediately. The details we hold for you will be used to communicate electronically. You can notify us online or in the Centre.

### **PRICES**

For pay as you go members the prices for the use of the facilities or any classes or sessions arranged by us may be reviewed at any point during your membership.

For annual and monthly fitness members we reserve the right to increase the membership fee once every 12 months. We will notify you of any increase in membership fees and provide you with 0 days’ notice of any change. For annual fitness members the change will take effect upon any renewal.

### **DISRUPTION**

It may be necessary to undertake maintenance to the facility and its equipment at any time. Where we have to alter hours of business, every attempt will be made to provide advance notice and to minimise disruption and inconvenience. Compensation in the form of use of alternative facilities, activity vouchers, or pro rata refunds may be offered where disruption is set to continue for an extended period.

## CONDUCT

We expect our members to behave in a considerate manner and we will not accept any aggressive behaviour towards other members or our colleagues. We reserve the right to refuse admission for members behaving in such a manner and to terminate membership without notice if the behaviour, in our absolute discretion, is sufficiently poor as to diminish the enjoyment of the Centre by other members.

## CENTRE RULES

We will give you a copy of the membership rules on request, but the current membership rules will be available to read on a notice board or at reception at the Centre or on our website.

You must always abide by the membership rules when you use the Centre. If you do not, we will be entitled to suspend or terminate your membership.

You are responsible for your own state of health, physical condition and wellbeing at all times.

You may only use the equipment and facilities provided by the Centre in the correct manner and must not use them in any manner which constitutes a health and safety risk either to you or to others.

You should not attempt to use any equipment or facilities until a suitably qualified instructor has instructed you in the correct use of the same.

If you have any medical condition or are taking any medication which may affect your ability to exercise or use any equipment or facilities provided by the Centre in any way, you must inform us of it and act in accordance with any instructions provided by us as a result.

You must carry a towel with you when using the Centre and should wipe down equipment after use.

You should not use the Centre when under the influence of alcohol or illegal drugs.

You should dress appropriately when using the Centre. Outdoor clothing and/or dirty clothing should not be worn and should be stored in the lockers provided in the changing areas.

We do not allow any animals in the gym except for guide dogs. If you require the use of a guide dog, you should inform us of that when you apply for membership.

If you suffer an accident or injury at the Centre, you must report it and the circumstances under which it happened to the senior manager on duty immediately.

You should not use the Centre if you have an infectious illness or condition.

## EQUIPMENT AND FACILITIES

We have all equipment inspected, tested and maintained on a regular basis as required.

If you become aware of any damaged or defective equipment you should immediately cease using such equipment and inform a member of our staff.

We may withdraw equipment at any time and for any reason including, but not limited to, maintenance, repair, and alteration.

We make equipment and facilities available on a first-come-first-served basis.

## CLASSES

You must book in advance to attend any class, workshop or similar event provided by us. No priority is given, and places are allocated on a first-come-first-served basis.

## LOCKERS

You bring all personal belongings to the Centre at your own risk.

We do not accept legal responsibility for any loss or damage to these items.

If you leave your belongings in a locker overnight, we have the right to remove your belongings. You can claim the belongings we have removed from the Centre reception for up to two weeks after we remove them. After this time, we will not be responsible for the belongings.

If you find lost property, you must hand it into the Centre reception immediately.

The Centre noticeboard will show the times when you can pick up lost property from reception. We will hold items for three weeks only before giving them to charity.

## DIGITAL MEMBERSHIP CARDS

All members must be aged 16 years or over and will be provided with a digital membership card by email with a unique QR code for that member. The QR code should be used each time to gain entrance to the facilities and should only be used by the person to whom it has been issued.

## PRIVACY POLICY

For details of how Marina Developments Limited uses the personal information you provide, please see our [Privacy Policy](#).

## COVID-19

As a result of Covid-19, we may from time to time need to implement changes to keep you as safe as possible. We are continuously monitoring the situation to make any necessary changes. As such, the Centre rules will change from time to time. If in doubt, please ask a member of our team.

Any measures displayed at the Centre will take precedence over any others for the time being and they are in place to provide a safe environment for all, in line with best practice for social distancing, hygiene, cleanliness, Centre operations and team & member safety.

You should not use the Centre if you have any Covid-19 symptoms.

## MEMBERSHIP ADMINISTRATION

For all direct debit membership administration enquiries please [contact us](#).

For all other member enquiries please contact us using the appropriate option on our [online contact form](#) or contacting your Centre directly.

## LIMITATION OF LIABILITY

We do not accept liability for damage or loss to your property that may happen on the premises or within the grounds of the Centre or any other centre you have access to under your membership, other than the liability which arises from our negligence or our failure to take reasonable care.

We do not accept liability for the injury or death of any member, child or guest that may happen on the premises or within the grounds of the Centre or any other centre you have access to under your membership, other than the liability which arises from our negligence or our failure to take reasonable care.

Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.

For more details of your legal rights, please refer to your local citizens' advice bureau or trading standard office.

## CHANGES TO TERMS AND CONDITIONS

We may, from time to time, change these terms and conditions without giving you notice, but we will use our reasonable endeavours to inform you as soon as is reasonably possible of any such changes.

## COMPLAINTS

We always welcome feedback from our members and, whilst we always use all reasonable endeavours to ensure that your experience as a member is a positive one, we nevertheless want to hear from you if you have any cause for complaint. If you have any complaint about our facilities, services or any other complaint about the Centre or any of our staff, please raise the matter with the Centre's Fitness Manager.

## LAW AND JURISDICTION

These terms and conditions, the contract, and the relationship between you and us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.