

Terms and Conditions of Membership

Definitions

1. In this document:
- "the Centre" means The Pulse Dursley, Castle Street, Dursley, GL11 4BS which is owned and managed by Stroud District Council, Ebley Mill, Stroud;
- "we, us and our" means the Centre or its management, as the context requires;
- "you and your" means the person purchasing the membership;
- "membership" means an annual or monthly (as the context requires) subscription to a package of services offered by the Centre.
- "initial term" means the first 12 month annual membership
- "renewal term" means any successive 12 month annual membership after the initial term, which is automatically renewed

Paying for Your membership

2. Membership is offered on an annual or monthly basis.
3. Annual memberships may be paid for upfront by cash, debit or credit card or cheque or in 12 equal monthly instalments by direct debit. Your annual membership will be automatically renewed at the end of each 12 month term, we will notify you in writing prior to the renewal, see clause 12)
4. Monthly memberships are paid for by monthly direct debit, at the advertised monthly rate.
5. The management reserves the right to postpone the commencement of membership until any cheque payment has cleared.
6. Annual memberships shall be non-cancellable and non-refundable (save for as permitted by clause 13).
7. All direct debit payments will be collected on the 5th day of each month.
8. A set up fee of £30.00 (in respect of induction and administration costs) is payable at the time of setting up your membership.
9. If a direct debit payment is returned by your bank unpaid, we will contact you to request payment which must be made to the Centre immediately by cash, debit or credit card.
10. Your membership may be suspended where payments due from you to us are outstanding and may be terminated by us if any such payment remains outstanding for more than 21 days. Termination of your membership will not cancel your liability to us for any outstanding sums.

Types of Membership

11. All membership types, with annual and monthly prices, are shown on the price list displayed at the Centre.

Automatic Renewal for Annual Membership

12. We will notify you in writing at least 2 months prior to your membership expiry date to let you know that your membership will be automatically renewed for a 12 month term unless you notify us 1 month before the expiry date that you do not want to renew your membership. During any renewal term the terms and conditions set out in this membership agreement will remain in effect.

Money Back Guarantee

13. Any membership may be cancelled within 10 days of payment of the annual subscription fee or, in the case of subscriptions paid by monthly direct debit, within 10 days of the first payment being made. Notice of any such cancellation must be given to us in writing before the expiry of the applicable period. Where such notice is received by us, any monies paid to us in respect of the membership will be refunded, less an administration charge/the setup fee. Payments made by credit or debit card or by direct debit will be refunded directly to the account from which they were made.

Freezing Your Membership

14. You may elect to temporarily freeze your membership for up to 9 months in the event of a serious illness, injury, and pregnancy related conditions including post natal recovery. You must notify us in writing and proof of your condition will be required from your doctor, hospital, physiotherapist or midwife.
15. In the case of memberships paid for by direct debit, payments will be suspended until you notify us that you wish to continue with your membership. After you have notified us that you wish to continue with your membership, your subscription will continue

as normal with the period of time for which it was suspended being added to the original end date of the membership.

16. If we do not hear from you within 9 months of the freeze taking effect, your membership will continue and direct debit payments will re-start automatically 9 months after the freeze took effect.

Change of Personal Details

17. Any changes to your name, address, telephone numbers or email address should be notified to us without delay.

Price Review

18. We reserve the right to review and revise the charges for monthly memberships on an annual basis, with any changes usually taking effect on 1st April each year. Where we elect to increase the price, we will give you at least 21 days' notice of any such increase and you may cancel your membership by giving us written notice at any point prior to the date on which the new price will take effect. If you do not give us such notice, your monthly direct debit payment will be altered to reflect the new monthly figure and your membership will continue as normal.
19. Annual memberships shall not be subject to review during a 12 month term of membership, but will be reviewed annually and any price changes will be included in any subsequent annual renewal.

Disruption

20. From time to time, it may be necessary to undertake essential maintenance to the facility and its equipment. Where possible, the management will schedule these works in such a way as to minimise disruption and will take reasonable steps to notify customers in advance of any works being carried out. However, neither the Centre (nor Stroud District Council) can be held liable for any loss or inconvenience caused as a result of essential maintenance activities carried out at short notice.

Bookable Activities

21. Your membership will allow you to book in advance those activities which are included within your membership. If you are unable to attend you must notify us as set out below.
22. Classes with no equipment may be booked up to 2 weeks in advance.
23. If the Centre needs to cancel a session we will notify you. Where possible, we will try to arrange a suitable alternative.

Short Notice Cancellation and Non-Attendance at Pre-Booked Sessions

24. Short notice cancellation is classed as one hour prior to the class start time.
25. For early morning classes, cancellations must be received before close of business on the previous day. An early morning class is one which starts at or before 8am.
26. If, having booked to attend a session, you cancel your session at short notice or fail to cancel an early morning class before the end of the previous day and fail to attend and we cannot fill your place, you will be charged a cancellation charge of £2.50 per class. This payment will be charged when you make your next booking.

Conduct

27. Members must:
 - abide by all rules made by us from time to time;
 - behave in a considerate manner towards staff and other users of the Centre; and
 - refrain from any aggressive or abusive behaviour towards staff or other users of the Centre.

Any breach of this condition may, at the sole discretion of the Centre manager, result in the suspension or revocation of membership with no refund being given.

Membership Cards

28. All customers are required to present their membership card on each visit to the Centre. The card remains the property of the Centre. In the event that you lose your card a replacement will be made available at a nominal charge (see price list).
29. Each membership card enables us to track members entrance to the Pulse and the types of activity being undertaken. We use this information to inform members of future activities

that they may be interested in attending based on the type of activity undertaken previously

Ending your Membership

30. Unless otherwise agreed at the time of the setting up of the membership, memberships will commence:
 - In the case of annual memberships, on the date that full payment is received for the initial or renewal terms; or
 - In the case of monthly memberships, on the date that a satisfactorily completed direct debit mandate is received by us.
31. Annual memberships will last for a fixed term of 12 months which will run from the date of commencement. Save as permitted by clause 13 of these terms, no refunds shall be made in respect of the early termination or cancellation of annual memberships.
32. Monthly memberships may be ended by you giving us 30 days' notice, in writing. When we receive such a notice from you, we will contact you to confirm when your membership will end, which will be the next date after 30 days on which a monthly period of your membership runs out.
33. Monthly memberships will continue until terminated by you in accordance with clause 32 or otherwise in accordance with these terms.

Personal Property, Injury, Illness and Death

34. Neither the Centre (nor Stroud District Council) shall be liable for any injury, illness, death or loss of or damage to property arising from any incident or occurrence which arises from:
 - your failure to follow any rules or directions made or given by the Centre or any member of staff at the Centre; any event which is beyond our control or which is not reasonably foreseeable or preventable by us; your failure to take reasonable care for the safety of yourself or your belongings;
 - the unauthorised or improper use of any facilities or equipment at the Centre; or
 - the use of the Centre whilst intoxicated.

35. Lost property found at the Centre will be stored on site for two weeks. All lost property will be disposed of if not collected within this time.

Communication

36. If you provide us with your e-mail address, we may from time to time send to you by e-mail details of our offers and activities. We will remove you from our mailing list if you notify us that you do not wish to receive such communications.

Data Protection

37. It is a condition of your membership that you permit us to retain your personal information for the purposes of communicating with you administering your membership. Your data will be held in accordance with the Data Protection legislation.
38. We may share your information where the law permits to check accuracy of information, prevent or detect a crime and protect public funds.
39. We may check information we receive about you with that held on our records. This may include information provided by you as well as others such as government departments and agencies. We will not give information about you to anyone outside the Centre unless the law permits us to do so.

Contacting Us

40. If you wish to contact us regarding your membership, please contact:
 - Telephone – 01453 546441
 - Email – hello@pulsedursley.co.uk
 - Post – the pulse Dursley, Castle Street, Dursley, GL11 4BS

thePulse
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IMPORTANT INFORMATION ABOUT YOUR MEMBERSHIP

The Direct Debit Guarantee

- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Stroud District Council will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Stroud District Council or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time, by writing to your Bank or Building Society. A letter should also be sent to us – see above.