

Newport Live: Terms & Conditions of Fitness Membership

You should read and understand the terms and conditions of membership before signing the Membership Application Form.

1. Definitions

- i. NL: Newport Live
- ii. Member: The person we accepted to become a member of the Scheme, being aged 11 or above. If the member is under the age of 17 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 and must sign the application form.
- iii. Scheme: The membership scheme run by NL which you have agreed to join, as referred to in the membership application form.

2. Membership Entitlements

- a. All memberships include the following activities:
- b. Gym – after completion of a Health Commitment Statement.
- c. Swimming during pool programme times allocated to public swimming – this is not included for the Station Only membership.
- d. Fitness classes – at the discretion of the fitness class instructor.
- e. Racquet sports – one court per activity, per day maximum of 4 people per court – this is not included for the Young Adult or Station Only memberships.
- f. Membership is not transferrable.
- g. At certain times, access to or use of a particular leisure centre or activity may not be possible. You will not be entitled to any refund or compensation should this happen.
- h. We reserve the right to alter the terms of the Scheme - including these Terms and Conditions - at any time. This may include but is not limited to changing the list of facilities and leisure centres that can be used under the Scheme, altering the activities offered at each leisure centre and varying the times at which off peak membership applies. Where a change is proposed that is more than minor or technical (for example, an increase in membership fees) you will be given no less than 28 days' notice.
 - i. You will comply with the conditions of use applying to each leisure centre, however, if there is a conflict between these Terms and Conditions and the conditions of use for any leisure centre, these Terms and Conditions will prevail.
 - ii. NL reserves the right following completion of your Health Commitment Statement, 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 this contract. Where such documentation is requested it is your responsibility to provide this before using the facilities referred to in clause 2.h.i.
 - iii. Gym inductions are free of charge provided that monthly, 3 monthly or annual membership is paid for in advance of booking the induction. However, no refund will be made if the induction is paid for prior to paying the membership charges.

3. Annual Membership

- a. Annual membership cannot be refunded and is payable in full on joining the Scheme.
- b. When the membership ends it will revert to pay and play unless you purchase a further membership.

4. 3 Monthly Membership

- a. This type of membership cannot be refunded and is payable in full on joining the Scheme.
- b. When the membership ends it will revert to pay and play unless you purchase a further membership.

5. Monthly Membership

- a. You are signing into a one month rolling agreement, payable one month instalment upon joining, followed by monthly instalments by direct debit.
- b. You understand that your membership (direct debit payments) will continue until you cancel your membership. See Cancelling Monthly Membership for further details.

6. Active 60 Membership

- a. You must provide proof of age before you can join the Active 60 Membership.

7. Active Corporate Membership

- a. You must provide proof of employment (latest payslip) before you can join the membership and gain access to the facilities. Failure to do so will result in the termination of your membership.
- b. NL will administer corporate membership on behalf of corporate partners. The management and promotion of these schemes internally to corporate partner's employees rests with the corporate partners and not NL.
- c. NL reserves the right to contact your employer at any time to confirm your continued employment and therefore your eligibility to the scheme.
- d. Existing members who wish to convert to a corporate package must give NL 28 days notice. The corporate rate cannot be backdated for existing members who transfer to the corporate rate.

8. Active Concession Membership

- a. You must provide proof of eligibility before you can join this type of membership and gain access to the facilities. Failure to do so will result in the termination of your membership.
- b. You will be asked to show proof of eligibility yearly, on or soon after the anniversary of joining the membership to continue with membership at concession rate
- c. Existing members who wish to convert to a concession package must give us 28 days notice. The concession rate cannot be backdated for existing members who transfer to the concession rate.

9. Swimming & Classes Membership

Swimming Membership

- a. Includes swimming only.

Classes Membership

- b. Includes group exercises classes only.

10. Station Only

- a. You are signing into a one month rolling agreement, payable one month instalment upon joining, followed by monthly instalments by direct debit.
- b. You understand that your membership (direct debit payments) will continue until you cancel your membership. See Cancelling Monthly Membership for further details.

11. Active Junior Membership

- a. You must provide proof of being between 11 and 16 years old.
- b. Your parent/guardian must sign the direct debit form for monthly membership.
- c. Gym access at all leisure centres
 - i. All juniors must complete a Health Commitment Statement and have an induction before using any Newport Live Gym and must be accompanied by an adult.
 - ii. 11 to 13 year olds must be accompanied by an adult and can access any* NL gym.
 - iii. 14 to 16 year olds can access any* NL gym without an adult.
 - iv. *Under 17 cannot access the free weight room.
- d. Juniors may be asked to leave the gym if they are not actively training.
- e. Juniors can attend fitness classes at the discretion of the fitness instructor.
- f. Juniors will be contacted near their 17th birthday to choose an alternative membership.

12. Young Adult

- a. You must provide proof of being between 17 and 23 years old.
- b. You are signing into a one month rolling agreement, payable one month instalment upon joining, followed by monthly instalments by direct debit.
- c. You understand that your membership (direct debit payments) will continue until you cancel your membership. See Cancelling Monthly Membership for further details.

13. Active Off Peak Membership

- a. Off Peak Membership is valid between 6am and 4pm every day.
- b. Activities must be booked and take place before 4pm.
- c. Off Peak members can access activities after 4pm if they pay full price for the activity or upgrade their membership, see item 14.

14. Freezing Monthly Membership

- a. NL may allow monthly membership to be frozen in exceptional cases and at its sole discretion. This may include cases where a medical condition prevents a member from using facilities for a minimum period of a month. We reserve the right to request evidence to support your request before making the decision.
- b. Any request for membership to be frozen should be made to the Customer Services by telephoning 01633 656757 or by sending an email to customerservice@newportlive.co.uk a minimum of 5 working days in advance of the date you wish your membership to be frozen.

15. Changing Monthly Membership

- a. You must give 28 days notice of wishing to upgrade or downgrade your membership.
- b. You must pay any increase in cost if you upgrade your membership.
- c. You must show proof of eligibility for the new membership type before your membership can be changed.
- d. The new membership rate cannot be backdated for existing customers.

16. Failure to make Monthly Payments

- a. Failure to make your monthly payments will result in your membership being suspended. You will not be able to book online or via the NL app and may be refused access to the leisure centres.
- b. You will be asked to make the payment as soon as possible either at the leisure centre or online.
- c. If the payment is still outstanding at the date of the next direct debit we will attempt to take outstanding payments on the next DD collection.
- d. Even if your membership is suspended, you are still liable to pay.
- e. Failure to fulfil your payments may result in an agency being instructed to collect monies owed. The cost of this instruction will be passed onto you.
- f. Your outstanding payments may result in an agency being instructed to collect monies owed. The cost of this instruction will be passed to you.

17. Cancelling Monthly Membership

- a. You can cancel your membership after the minimum term.
- b. You must give 10 days notice of cancellation.
- c. You can cancel:
 - i. By calling 01633 656757. You will need to give a valid email address for the cancellation receipt to be emailed to you.
 - ii. By emailing customerservice@newportlive.co.uk. You will receive the cancellation receipt by email.
 - iii. At any reception desk with the reception teams.
 - iv. Failure to cancel by these methods may result in you being liable for additional payments whether you use the facility or not.
 - v. You need to keep your cancellation email safe as this is your only proof that you have cancelled your membership.

18. Previous Memberships

- a. You agree that at the time of joining the Scheme or immediately before, when you have received a notice of an outstanding amount which you owe to NL under any previous membership scheme that you unconditionally authorise NL to recover this amount as part of the first payment to be taken by Direct Debit and that you acknowledge that it is in consideration of this payment that NL is entering into this agreement for a new membership Scheme.

19. General

- a. If we need to contact you, we will email, telephone or write to you at the addresses that you provided when you joined. If your contact details change, you must notify us as soon as possible.
- b. Any queries on membership should be addressed to the Customer Service, Newport Live, Regional Swimming Pool and Tennis Centre, Newport International Sports Village, Newport, NP19 4RA. Tel: 01633 656757. Email customerservice@newportlive.co.uk
- c. These Terms and Conditions do not affect your statutory rights.
 - i. If any of these terms 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.
 - ii. These Terms and Conditions are governed by and construed in accordance with English and Welsh Law and the parties agree to submit any disputes to the exclusive jurisdiction of the English and Welsh Courts.
 - iii. This is a service agreement.