

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 18 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. Each customer accessing membership will receive a membership card. This membership card will remain the property of Newport Live, any individual who mislays, loses or damages this membership card will be required to purchase a new one.
- b. Memberships may include the following activities, please check the Membership for more details.
- c. Gym – Adult - after completion of a Health Commitment Statement and either a Member Welcome or signing of an Induction Opt Out Form.
- d. Gym – Juniors aged 11 to 16 – after completion a Pre-Activity Readiness Questionnaire signed by their accompanying adult and attend a Member Welcome.
- e. Swimming during Public Swim times.
- f. Group Exercise Classes – at the discretion of the Class Instructor, please advise of any issues before the Class starts. Age range specific Classes suitable for ages 11+ are highlighted on Group Exercise Timetable. Ages 11 – 16 must be accompanied by an adult.
- g. Racquet Sports
 - I. One 60-minute court each of badminton, tennis and table tennis per day
 - II. Maximum of 4 Players on court including the member when booked as part of membership.
 - III. Where adults and juniors are playing together the Adult price applies
 - IV. Players must always wear appropriate clothing and footwear.
 - V. No food or drink is allowed on court. Water in appropriate containers must be kept to the side of the court, without blocking the walkway.
 - VI. No rubbish is to be left on court and must be disposed of safely in bins provided.
 - VII. Only Newport Live authorised coaches can coach on Newport Live Tennis Courts unless prior authorisation is granted in writing by the Tennis Manager.
 - VIII. Private Coaching subject to a full court fee and prior authorisation by the Tennis Manager can be accommodated prior to 9am Monday to Friday.

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 – Minimum 2 Month Membership

- a. You are signing into a minimum, 2 month agreement, payable 1 instalment upon joining, followed by 1 monthly instalment by direct debit.
- b. You understand that your membership (direct debit payments) will continue beyond the minimum terms highlighted above until you cancel your membership. See Cancelling Monthly Membership for further details.

6. Adult 60

- a. You must provide proof of age before you can join the Adult 60 & Aqua 60 Membership.
- b. Includes Gym, Swimming, Group Exercise Classes and Racquet Sports

7. Aqua 60 Membership

- a. You must provide proof of age before you can join the Adult 60 & Aqua 60 Membership.
- b. Includes Swimming and Aqua Group Exercise Classes.

8. Corporate Membership

- a. You must provide proof of employment (either latest payslip or Company ID Badge) 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. Includes Gym, Swimming, Group Exercise Classes and Racquet Sports
- c. 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.
- d. NL reserves the right to contact your employer at any time to confirm your continued employment and therefore your eligibility to the scheme.
- e. 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.
- f. 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.

9. Concession Membership

- a. 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
- b. Includes Gym, Swimming, Group Exercise Classes and Racquet Sports
- 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.

10. Student Membership

- a. You must provide proof of being a full time student before you can join the Student Membership and gain access to the facilities. Failure to do so will result in the termination of your membership.
- b. Includes Gym, Swimming, Group Exercise Classes and Racquet Sports
- c. You may freeze your membership for one month at Christmas, Easter and Summer Holidays by calling 01633 656757 at least 5 working days in advance of the date you wish your membership to be frozen.
- d. You will be asked to provide proof of being a full time student yearly, on or soon after the anniversary of joining the membership to continue with your membership at the student rate.

11. Junior Membership

- a. You must provide proof of being between 11 and 16 years old.
- b. Includes Gym, Swimming, Group Exercise Classes and Racquet Sports
- c. Before using any Newport Live Gym
 - I. Parent/Guardian must complete a Pre Activity Readiness Questionnaire for the Junior
 - II. Junior must have a Member Welcome before using any Newport Live Gym
 - III. 11 to 13 year olds must be accompanied by an adult
 - IV. 14 to 16 year olds can use the Gym without an adult but must adhere to appropriate gym etiquette.
- d. Free Weights Room is only accessible to those aged 17+
- e. Juniors may be asked to leave the Gym if they are not actively training
- f. Juniors will be contacted near their 17th birthday to choose an alternative Membership.

12. Swimming Membership

- a. Includes Swimming only.

13. Classes Membership

- b. Includes Group Exercise Classes only.

14. Employee Family Membership.

- a. Available for spouse and adult children of current Employee Membership Members.
- b. Includes Gym, Swimming, Group Exercise Classes and Racquet Sports
- c. Must provide proof of living at the same address as the Employee Membership Member.
- d. If Employee Membership Member cancels their Membership then you will be contacted to choose an alternative Membership.

15. Swim 60 Membership

- a. You must provide proof of age before joining Swim 60 Membership.
- b. Includes swimming and Aqua based Group Exercise Classes only.

16. Family Membership

- a. Available for up to 4 people, maximum 2 adults.
- b. Includes Gym, Swimming, Group Exercise Classes and Racquet Sports
- c. Additional members can be added at £18.40 per adult and £10.00 per child providing they live at the same address or one of the lead adults has parental responsibility for additional children
- d. Includes Swimming, Gym, Group Exercise Classes, Racquet Sports, Skills & Drills Sessions, and 1 Family Cinema ticket per month (bookable at the Riverfront Box Office only)

17. ISP Membership

- a. Available to those wishing to join City of Newport Swimming and Water Polo Club
- b. Includes Swim Club Squad Coaching and Swimming during Public Swim Sessions for Academies 7a/7b/ 8, Development Blue/Green, Potential Blue/Green Membership.
- c. Includes Swim Club Squad Coaching, Swimming during Public Swim Sessions, Gym and Group Exercise Classes for Elite, Performance Blue/ Green Memberships.
- d. Members also need to register on the City of Newport Swimming and Water Polo Club Hy-Trek Swim Portal for the mandatory additional payment and subsequent annual Swim Wales fee.
- e. ISP Family Membership can be extended to up to 4 people linked to the ISP Member.

18. ISP Family Membership

- a. Available for up to 4 people linked to a current ISP Membership Member
- b. If ISP Membership Member cancels their Membership, then you will be contacted to choose an alternative Membership.
- c. Includes Gym, Swimming, Group Exercise Classes.

19. Junior Swim Lesson Membership

- a. The swimming lesson membership includes 1 coached 30 minute swimming lesson with a qualified instructor per week and unlimited swimming for the member during public swim times at all leisure facilities.
- b. Newport Live operates a continuous programme running through 51 weeks of the year. Members accessing the swimming lesson membership will receive 3 free weeks per annum which will cater for any unplanned cancellations, etc. Direct debit fees are calculated by the

number of swimming lessons over a 12 month period therefore this consists of 48 (chargeable) weeks/lessons.

c. Freezing your Swimming Lesson Membership

- I. NL may allow your swimming lesson 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.
- II. On return to the programme we cannot guarantee a place will be available in your previous class, we will however, where possible, accommodate you in an alternative class of the same level – this may be on an alternative day, at an alternative time or at an alternative leisure facility.
- III. Any request for membership to be frozen should be made to the Membership Team by telephoning 01633 656757 or by email to membership@newportlive.co.uk at least 5 working days in advance of the date you wish your membership to be frozen.

d. Failure to make Monthly Direct Debit Payments for your Swimming Lesson Membership

- I. Failure to make your monthly direct debit payments will result in your swimming lesson membership being suspended. You will not be able to attend swimming lessons or access swimming during public swim times.
- II. You will be asked to make the payment as soon as possible either at the leisure facility, via telephone or online.
- III. Even if your swimming lesson membership is suspended, you are still liable to pay.
- IV. Should unforeseen circumstances occur and this affects your ability to pay your direct debit please contact the Membership Team to see how we can support you and find solutions for you to be able to maintain your swimming lesson membership.

20. Tennis Lesson Membership

- a. A Membership form must be completed before the first lesson commences.
- b. Payment must be made on joining to secure a place
- c. Places are sold on a first-come first-serve basis
- d. Once the Tennis Lesson is full a waiting list will be created.
- e. If a Lesson is undersubscribed and cancelled the Tennis Manager will suggest alternative lessons to the attendees before the lesson is removed.
- f. In exceptional circumstances Newport Live can Freeze your programme membership if you will not be accessing group coaching lessons. Please note if we freeze your membership, we cannot guarantee your place in a lesson would still be available.
- g. Lessons are usually run on the Indoor Tennis Courts, but we reserve the right to move lessons to the outside courts when necessary.
- h. Lessons will run for the scheduled time irrespective of the weather. Play will continue in the rain whenever safety is not compromised. If necessary, coaches use wet weather resources to continue learning off court.
- i. Attendees should wear/bring appropriate clothing and equipment.
- j. Players must inform us of any medical condition, or disability, which may be relevant to the adult or child booked onto a lesson. Players must also notify us of any change or deterioration of any such medical condition or disability. We will keep this information confidential and handle such issues with discretion. It is our policy to include any such

individuals within the scheduled lessons wherever possible, but we reserve the right to cancel the membership if we are regrettably unable to accommodate the needs of the individual. We would try to offer an alternative option where possible.

- k. We reserve the right to refuse entry to a lesson or advise a more appropriate lesson if any participant is not attending the most appropriate class for their age and/or ability.
- l. Any decision to cancel a lesson due to adverse weather conditions is based on the extent to which travel routes are affected. Any decision to cancel will be made by management as late as is reasonably possible. This will be notified on our Website and Social Media platforms including Facebook and Twitter. Whenever, possible, customers will be contacted by phone/email once a decision to cancel has been made. As a last resort customer should call 01633 656757. Please bear in mind difficulties in trying to predict the British weather. Our overall intention is for as many lessons as possible to go ahead. Where Tennis Lessons must be cancelled Newport Live will endeavour to offer an alternative session where appropriate.
- m. It is the responsibility of the Parent/Guardian to ensure we have the most up to date contact details. Please inform us as soon as possible of any change to your contact details.
- n. Newport Live reserves the right to change or amend the Tennis Programme and lesson structure at any time.
- o. Tennis Lessons are calculated as 50 Weeks divided into 12 monthly payments to consider of the 2-week shutdown during Christmas.

TENNIS TOTS

- a. This is available for children aged 2.5 to 5 years.
- b. Tots can access all Tennis Tots lessons on a first come first serve basis
- c. Booking is advised

JUNIOR TENNIS

- a. This is available for children 5 to 16 years. (Ages 4 at coaches' discretion on an invite basis only)
- b. All children booked into junior lessons are fully supervised, but we cannot undertake to supervise children using the courts at other times. Parents of Children aged 7 and under must not leave the Tennis Centre during the lesson.
- c. All children booked onto junior lessons must bring appropriate weather protection on court at the beginning of the lesson.

ADULT TENNIS

- a. This is available for players 17 and above.
- b. Winter League sessions are not included in the Adult Tennis Membership and need to be booked and paid separately.

21. 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 Sport & Leisure Membership Team by telephoning 01633 656757 or by email to memberships@newportlive.co.uk at least 5 working days in advance of the date you wish your membership to be frozen.

22. 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.

23. 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 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 facility, via telephone or online.
- c. If the payment is still outstanding at the date of the next direct debit you will be charged for both payments.
- d. Even if your membership is suspended, you are still liable to pay.
- e. Failure to fulfil your minimum number of 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.

24. 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 in 2 ways
 - 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 memberships@newportlive.co.uk. You will receive the cancellation receipt by email.
 - iii. Failure to cancel by these methods may result in you being liable for additional payments whether you use the facility or not.
 - iv. You need to keep your cancellation receipt safe as this is your only proof that you have cancelled your membership.

25. 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.

26. 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 Membership Team, Newport Live, Regional Swimming Pool and Tennis Centre, Newport International Sports Village, Newport, NP19 4RA. Tel: 01633 656757. Email memberships@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.