

MEMBERSHIP TERMS AND CONDITIONS

Long Ashes Leisure Club Membership Terms and Conditions

This is an Agreement between you (the Member), and Long Ashes Leisure Club, a trading name of Lakeland Leisure Estates Ltd. The company is registered in England And Wales (registration number 02500695), our registered office is The Studio, Station Road, Staveley, Kendal, Cumbria, LA8 9NB ("Long Ashes Leisure Club", "us" or "we").

By completing the joining process, online or at Long Ashes Leisure Club and becoming a Member of Long Ashes Leisure Club, you are accepting all the terms and conditions in this Membership Agreement. You should only join if you have read them and accept them.

Definitions

- Administration Fee: our fees raised for changing membership terms or arising out of any breach of the terms as set out on our website.
- Leisure Club Rules: the rules governing your conduct as set out on our website at <https://www.longashespark.co.uk/leisure-club-rules>
- Massage Therapy: services provided directly to you which do not form part of this Membership Agreement and are subject to a separate agreement between you and the therapist.
- Beauty Treatments: services provided directly to you which do not form part of this Membership Agreement and are subject to a separate agreement between you and the therapist.
- Swimming Sessions: services provided directly to you which do not form part of this Membership Agreement and are subject to a separate agreement between you and the instructor.
- Cafe produce: services provided directly to you which do not form part of this Membership Agreement and are subject to a separate agreement between you and the Woodland Cafe.
- Members App: the mobile app for Leisure Club members can be found at <https://longashesleisureclub.clubbright.co.uk/home>

- Membership: your contractual relationship with us, which can be on various different terms, as follows:
 - Annual Membership: a membership that is paid upfront and has a fixed term of 12 months.
 - Anytime Membership: a membership that allows the holder to enter Long Ashes Leisure Club for gym and swim use any day of the week, during all operational hours.
 - Resident membership: a membership with restricted hours for home owners of Long Ashes Park.
 - Youth Membership: Membership available to children aged 14 or 15 only, with a fixed duration, and subject to the special terms and conditions set out below.
 - Monthly Membership Amount: the amount you agree to pay each month for your Membership. Only applies to certain types of Membership.
 - Membership Amount: the amount you agree to pay upfront for your fixed term Membership. Only applies to certain types of membership.
 - Personal Training Sessions: sessions booked by you directly with an independent self-employed trainer which do not form part of this agreement and are not provided by Long Ashes Leisure Club and are subject to a separate agreement between you and the individual.
 - Promotional Rate: in relation to any Monthly Membership Amount and/or the amount payable from time to time for any category of Membership, the introductory or other promotional amount you agree to pay during the introductory period specified in the promotional or introductory offer.

Starting your Membership

1. You can join as a member online or at Long Ashes Leisure Club. Full membership prices and options can be found on our website (<https://www.longashespark.co.uk/leisure-club>), to be selected by you as part of the joining process. By completing the online joining process and becoming a Member of Long Ashes Leisure Club, you are accepting all the terms and conditions in this Membership Agreement (as they are applicable). You should only join if you have read them and accept them.

2. This Membership Agreement starts once you have accepted the terms during the joining process. By accepting the terms, you are agreeing to pay any applicable Membership Amount and Monthly Membership Amount, subject in each case to any Promotional Rate or Administration Fees that may be payable for a limited period only. These are shown at the start of the joining process and again before you confirm your payment instruction.

4. You may choose during the joining process when you want to start your Membership either immediately or several days from the date that you accept the terms.

5. You agree to comply with the Leisure Club Rules and you agree to use the Leisure Club facilities and equipment in the proper manner. You must consult a member of staff if you are unsure. We are not liable for any injury you suffer through the incorrect use of our equipment or facilities.

6. You will be liable for any damage caused to our equipment or facilities through your negligent use.

7. You agree to tell us immediately of any changes to your personal details, including contact information; this can be done on your online membership profile or at Long Ashes Leisure Club reception.

Member health agreement declaration

You warrant, declare and acknowledge that:

1. The information given by you in entering this agreement is correct and will be relied upon by us.

2. Our staff are not medically trained, and should you have any concerns with your health and fitness you should seek independent medical advice before engaging in any physical activity on our premises.

3. To the best of your knowledge and belief, you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, well-being or physical condition.

Further, that you will advise us immediately should your health or vulnerability to injury change. You are primarily responsible for your health and wellbeing, but we at Long Ashes Leisure Club are concerned that you enjoy our facilities safely. To that end we consider that we should expect the following of each other.

From us:

- Whilst we will respect your decision over your training regime, we reserve the right to ask you not to exercise beyond what we reasonably believe to be your personal ability.
- We shall endeavour to maintain a safe environment for you to enjoy your exercise.
- We ensure that our fitness trainers and staff are qualified to fitness industry standards.
- We shall always keep confidential any information that you give us regarding your health.

Using the Leisure Club Facilities

1. You are entitled to access and to use the Leisure Club facilities defined by your Membership until termination or suspension of that Membership pursuant to this Agreement.
2. We will make reasonable endeavours to make available to you the rights and privileges of the Membership that you have paid for. This includes access to the gym and gym equipment, pool area, changing areas, staff and independent self-employed trainers for general advice. We will make reasonable endeavours to communicate to you in advance if we are unable to make available to you the rights and privileges of the Membership.

Changing your Membership

1. Some Membership types can be changed. Fees may apply. Details can be found online on our website or in the Members app.
2. If you make regular Monthly Membership Amount payments you may Freeze your Membership at any time, for a minimum of 1 month and up to 3 months, this can be done on the online Members App or in writing to info@longashespark.co.uk. When your Membership is frozen, your membership card or barcode will be deactivated.

3. If you have a discounted Membership and you change to a new Membership product, you will waive the right to the discount (or any Promotional Rate) on the original Membership and pay the standard price on the new Membership.

4. If you have a discounted Membership and your Membership is terminated, you will waive the right to the discount and pay the advertised Membership Amount or Monthly Membership Amount if you later choose to rejoin Long Ashes Leisure Club.

5. We may, with reasonable notice and at our discretion, close our premises for reasonable periods of time to carry out maintenance, repairs, refurbishment, cleaning or for other reasons outside of our control, including necessary maintenance or other work. We will reopen facilities as soon as reasonably possible in these circumstances. You agree that you will not be eligible for any refund for the temporary interruption in services during the period.

Managing your permissions and data

1. There are some email and SMS communications which are necessary for us to send to all members, in connection with their Membership. In order to do so we will process your personal data for the purposes of performing our contractual obligations to you under the terms of your Membership. You cannot opt out of these communications. You may choose not to opt in to email and SMS communications that we may otherwise send for promotional or marketing purposes, if you do not opt in to promotional communications, we cannot be held responsible for any loss incurred by you not receiving gym-related communications. All processing of your personal data will be in accordance with our Privacy policy, available at <https://www.longashespark.co.uk/privacy-policy>.

2. For the safety and security of you, other members and staff, and for associated purposes of crime prevention and detection, we operate 24-hour CCTV security at Long Ashes Park. The images will be captured, processed and retained in accordance with our separate Privacy, CCTV & Cookie policy. Access to such footage will also be governed by the provisions of that policy.

3. We will securely store personal data including membership information and recorded CCTV footage in accordance with our privacy policy.

4. You can contact us with any queries or concerns by emailing leisureclub@longashespark.co.uk please quote the email address that we hold for you.

Special terms for Youth Memberships

1. You agree that to be eligible for a Youth Membership you must be 14 or 15 years old and will provide proof of this status if requested.

Payment

1. If your Membership has an initial Membership Amount fee, you agree to pay us the full Membership Amount by credit or debit card. You will be notified of any applicable Membership Amount at the end of the joining process, and this amount will be confirmed to you by email.

2. If your Membership has a recurring Monthly Membership Amount fee, you agree to maintain a Direct Debit instruction with your bank (or recurring international Credit Card payment for overseas members) for the Monthly Membership Amount. Your first Monthly Membership Amount is due on the date shown at the end of the joining process (which will also be confirmed to you by email), and subsequent Monthly Membership payments will be due on the same day of each month until your Membership is cancelled.

3. If the terms on which you are accepted as a Member include an initial Promotional Rate, you agree to pay the discounted Promotional Rate as a recurring Monthly Membership Amount during the introductory period specified in the promotional or introductory offer and that thereafter we may debit for the higher standard Monthly Membership Amount specified in the promotional offer (or such higher rate as might apply) in respect of each successive month after the introductory period has lapsed and unless or until your Membership is cancelled.

4. We reserve the right, at our discretion, to change your Monthly Membership Amount fee. If this happens we'll notify you by email not less than 3 weeks before the change is made. You are able to cancel your membership within this period, and if we don't hear from you within the period the new Monthly Membership Amount fee will apply automatically.

5. You agree to pay us the Monthly Membership Amount regardless of whether there is any temporary interruption in services during the period, foreseen or unforeseen. In circumstances where we are required to close or restrict facilities for any reason no refunds will be due.

6. If any payment due from you is not paid or honoured, you will be sent a payment reminder. If you do not pay, we may take legal action against you.

Ending your Membership

1. You have the right to cancel this Agreement within 14 days from the start of the Agreement without giving any reason, but you must let us know you wish to do so within the 14-day period. You must let us know of your cancellation in writing, verbal notice will not be accepted. You can email us at leisureclub@longashespark.co.uk or write to us at Long Ashes Leisure Club, Long Ashes Park, Threshfield, North Yorkshire, BD23 5PN.

2. In the case of a dispute you must show that you cancelled the Agreement in accordance with the cancellation terms, but for these purposes it will be sufficient to show that you sent your communication concerning your exercise of the right to cancel before the cancellation period had expired.

3. If you have requested an immediate membership start date and you cancel your Membership within the 14-day period, proportionate charges will be due. We will refund to you any Membership Amount and Monthly Membership Amount you have paid us, but the refunded amount will be reduced by the higher of (a) the one-day pass rate and (b) an amount in proportion to the number of days between the start of your Membership and the date you communicated to us that you wanted to cancel. Refunds will be made no later than 21 days after the day on which we were informed about your decision to cancel, and will be made using the same means of payment you used for the initial transaction.

4. After the 14-day cancellation period you may terminate your Membership at any time by cancelling your direct debit mandate or recurring card payment directly with your bank. No refunds will be given for unused billing periods.

5. We will terminate this Agreement and your Membership with immediate effect if you do not pay any applicable Administration Fee, Membership Amount or Monthly Membership Amount when it falls due.

6. We may terminate this Agreement and cancel your Membership with immediate effect on notice to you if you breach any of the Leisure Club Rules. In this event you will no longer be able to access any of our facilities and we will not give any refund.

7. If we do not terminate your Membership if you breach any of the Leisure Club Rules, or if we give you extra time to pay if you do not pay your Administration Fee, Membership Amount or Monthly Membership Amount when it falls due, that will not prevent us from subsequently enforcing the terms of this Agreement.

Additional services

1. Personal Training Sessions, Swimming Sessions and “additional services” do not form part of this Agreement. Additional services are not provided by Long Ashes Leisure Club unless specifically disclosed at the time of booking.

2. Any “additional services” (including, for example, Personal Training Sessions, Swimming Sessions, Cafe produce, Massage Therapy and Beauty Treatments) which you contract for or agree to pay for, do not form part of your Membership Agreement and the Terms & Conditions of this Agreement will not apply to them. You should be aware that if you enter into any agreement for “additional services”, you are entering into an agreement with those individuals and not with us.

3. We do not accept any liability for any losses, damage, personal injury or other loss caused by any negligent act or omission of those providing the “additional services” which are specifically excluded from the Membership Agreement.

4. We may provide induction services or personal reviews of your training needs. Such services are provided without additional charge.

Member satisfaction surveys

1. From time to time we may choose to invite some of our members to participate in a survey of satisfaction. This invitation will usually be by email.

2. At our discretion, member satisfaction survey participation may be associated with a prize draw offering cash prizes of varying amounts to participants. Members that respond to such an invitation by completing the satisfaction survey by the advertised closing date will be entered into the draw.

3. Eligible participants will only be entered once into a particular draw. A winner will be chosen at random from all entrants within 90 days of the closing date. Winners will be contacted after the prize draw to arrange receipt of the prize.

Other clauses

1. Only you, the person named in the joining process, can benefit from this Agreement.

2. If any of the terms of this Agreement are invalid, unenforceable or illegal the remaining terms can still be enforced.

3. Long Ashes Leisure Club, its parent companies, its agents, employees and subcontractors are not liable for any loss, damage or theft of any of your property that you bring onto any of our premises. If such loss, damage or theft is caused by the negligent acts or omissions of Long Ashes Leisure Club or its agents, employees or subcontractors, our liability to you will be limited to £500.

4. We may make reasonable changes to the Leisure Club Rules and the Membership Agreement at any time. It is your responsibility to check online at regular intervals for changes to these documents.

5. This Agreement is governed by the law of England and Wales.

6. You should print a copy of this Agreement for future reference.