Abingdon Sports and Leisure

Membership Terms and Conditions

Abingdon School Enterprises Limited (trading as Abingdon Sports and Leisure "ASE")

In this document, references to 'you' mean the membership holder and any linked family member or prospective member. References to 'we', 'us' and 'our' mean Abingdon Sports and Leisure.

Definitions

- **The Club:** Abingdon Sports and Leisure Club, run by Abingdon School Enterprises Limited, a subsidiary of Abingdon Schools Group.
- **Commitment Period:** memberships are for the duration specified on the membership purchased.
- **Terms and Conditions:** means these membership Terms and Conditions agreed at the time of joining and amended from time to time.
- **Member**: means the member or any linked family member.
- **Joint Membership:** means two people living at the same address or includes a friend or partner which may not be same address

A. General Conditions of Membership

This document sets out the terms and conditions of your membership with Abingdon Sports and Leisure. All members are accepted as members on the condition that they agree to these terms and conditions. By registering and completing the checkout process for a membership plan, you are agreeing to abide by these terms and conditions.

Your membership will include one of the following items:

- ***Standard Membership:*** Gym, Standard Exercise Classes (indoors and outdoors) and Spin Classes, Squash Courts.
- ***Gym:*** Gym only.
- ***Track Membership:*** Athletics Track.
- ***Pay As You Go:*** None of the above. Payment is to be made at the time of booking.

The use of the membership is at our discretion and conditional upon the following:

1. Payment of the appropriate membership fee as required by the membership type.

2. You must keep the bank details on file to be used for monthly payments up to date. Failure to do so will result in a failed payment, resulting in your membership being ‘lapsed’ until the payment method is updated with valid account details. If payment is not received within two months, the membership will be terminated.
3. Memberships are non-transferable unless specified otherwise. If another person uses your app/membership fob with your knowledge, we reserve the right to end your membership without refund. Joint Memberships will be issued with a unique membership number.
4. You must notify us of any changes to your information or circumstances which may affect our records i.e., name, address, or email address.
5. We reserve the right to amend, without prior notice, any programmed activities and use substitute class instructors or coaches, as required.
6. If you fail to register, you may be charged for a ‘no-show ’.
7. We operate a cancellation policy for all exercise and spinning classes, which we reserve the right to suspend. ***Cancellations within less than 6 hours of the booking will incur a cancellation charge***. Those who have been notified of a cancelled place from the waiting list will be exempt from the cancellation charge if they are unable to attend.
8. The Membership Terms and Conditions may change from time to time. These will be available on the ASE website to review.
9. Any member not complying with the terms and conditions, published notices, staff instruction, or school policies may be asked to leave the premises and their membership may be revoked. In this circumstance, no refund will be given.
10. Members must book an induction or are required to sign a digital waiver prior to using the gym.
11. Members must wear suitable exercise clothing and footwear appropriate to the activity being undertaken. Clothing or footwear that presents a safety risk or is unsuitable for the activity may not be permitted. For instructor-led classes, members must follow reasonable instructions about suitable footwear. Footwear should be worn unless the instructor advises that its removal is appropriate for the activity.
12. The minimum age requirement for a direct debit membership is 18 years of age. Memberships and track passes can be purchased in full for those under the age of 18 with the permission of their parent or guardian. Those aged 16 years and over may attend membership activities (classes and the gym) with parental permission.
13. In the event of a facility being closed or service being unavailable for any reason for any period of time no refund will be applied to the membership fee paid in respect of the facility or service.
14. We reserve the right to close the premises on Bank Holidays and during the school’s Christmas closures; this is inclusive of the 24th December to 2nd or January, but dates may vary depending on the Bank Holidays. In the event of a closure, no refund will be given.
15. Members are entitled to make bookings up to eight days in advance.
16. All activities and the use of facilities are subject to availability.

17. Members and visitors must use facilities and equipment only for their intended purposes and in accordance with booking conditions, inductions, published rules and reasonable staff instructions. Members must not interfere with safety equipment.
18. Members must treat staff, instructors and other facility users with courtesy and respect. Abusive, threatening, harassing or deliberately disruptive behaviour will not be tolerated.
19. Photography, filming and audio recording require prior permission from the Sports Centre Manager or another authorised manager. Members must not photograph or record other individuals without appropriate permission. Photography and recording are strictly prohibited in changing rooms, toilets and other designated private areas.
20. Members must use designated changing and toilet facilities appropriately, respect the privacy and dignity of others and comply with applicable site arrangements.
21. Members must comply with applicable School site rules, including restrictions relating to smoking, vaping, alcohol, drugs, animals and access to restricted areas. Assistance dogs are permitted in accordance with applicable requirements.
22. Members should not access areas of Abingdon School that do not directly relate to their membership. Members may have their membership cancelled as a result of any breach of this.
23. If a member is playing a racket sport against a non-member, the non-member is allowed to play at no charge. Please note that only one court cann be booked at a time.
24. All exercise activities are undertaken at the member's own risk. Customers who have been treated or are currently being treated for a medical condition are advised to contact their GP for advice prior to undertaking any physical activity and notify the centre in writing ase.info@abingdon.org.uk
25. Members should exercise within their abilities, use equipment in accordance with instructions and promptly report hazards, accidents or concerns to a member of staff.
26. Abingdon School does not take responsibility for any personal belongings brought onto our premises. All items that are brought on site are at the owner's risk.
27. Anyone who is suspected to be under the influence of drugs or alcohol whilst on site may be removed from the premises, at the Duty Manager's discretion.
28. The Sports Centre is a town centre based facility and parking is limited. Therefore, on occasions, it may not be possible to park on the school site and anyone using the site to park does so at their own risk. In these circumstances, customers must park with consideration for local residents. It is a condition of the membership that customers do not park in areas marked for emergency access.

B. Duration

1. When you join the Club, you are agreeing to join for the commitment period. If you choose a monthly membership, your Club membership will continue automatically after the commitment period on a monthly rolling basis at the fee rate applicable to your membership type and category.

2. If a membership is purchased with a promotional offer, the full membership fee will be applicable after the promotional period.
3. If you choose to join the Club by paying an upfront fee, your Club membership will terminate automatically at the end of the 12 months, unless this is renewed. Towards the end of your membership, you will receive communication about renewing your membership.

C. Payment

1. Annual membership fees must be paid up front and in full by card payment either online or at reception.
2. Monthly membership fees must be paid by direct debit (appearing as **454020 DFC re Abingdon School** on your bank) and will be taken out on the first working day of the month.
3. You will be given at least 30 days notice of any change in respect of the amount being charged.
4. We may hold promotional offers where memberships may be available at special discounted rates. If any membership is taken out before or after, the promotional offer, the member is not eligible for this promotional offer.

D. Fees

1. The Club will set the level of fees and will review such fees periodically. The Club reserves the right to change the level of fees from time to time, but guarantees that your fees will not increase during your commitment period. The following fees apply:
    a. Membership fee: The level of membership fees shall be determined according to the type and category of membership.
    b. Administration fee: A one-off fee may be payable as specified for the membership type.
2. If your direct debit fails to make a due payment from your account, we will contact you to advise you that a valid payment method is required.
3. If the bank returns a direct debit for the monthly membership fee unpaid, an additional charge of £15.00 will be payable. This fee will also be incurred if the claim remains unpaid upon representation.
4. Should any membership fees not be paid within 30 days of the due date, the full membership fee for the remainder will automatically be due and payable in full.
5. The second debit collection will take place on the 15th of the month; this is only applicable to a failed first collection. Therefore, please ensure that adequate funds are available before this date. If this also fails, an additional charge of £15.00 will be payable.
6. Any unpaid and overdue membership fees incurred by a bank or referred to a debt collection agency will be subject to a surcharge of no more than £30 to cover the collection costs incurred. This surcharge, together with all other charges and legal fees incurred in the collection of overdue membership fees, will be the responsibility of the member and will be legally recoverable from the member.
7. We will charge £1 for replacing lost membership fobs.

E. Freezes

1. You may ask us to freeze your payments if you are temporarily unable to use the facilities attached to your membership due to injury, illness, pregnancy or holiday. You may do this by emailing sports.centre@abingdon.org.uk or tilsley.park@abingdon.org.uk.

2. The minimum freeze period is one calendar month (from your next payment date) and the maximum period is three months.

3. The maximum number of times a membership can be frozen is at the discretion of the club management.
4. Payment freezing is at our discretion and you must request it in writing at least ten working days before your monthly payment, stating the reason. This will ensure that the request will be processed for the following month.
5. You will not be able to make advance bookings during the freeze period for the activities included in your membership, however, you will still be able to access the facilities on a pay-as-you-go basis by paying the applicable charge.

F. Suspension

1. If you are more than 30 days late in paying your membership fee.
2. If we cannot collect a payment from the second direct debit collection.
3. If you commit a breach of our Terms and Conditions, or any other request set out in other published notices.
4. If we suspend your membership, we will not refund the balance of any membership that we suspend that has already been paid.

G. Termination

1. If we are unable to collect a payment from your direct debit for two consecutive months.
2. If you are deemed to have caused a serious offence or are considered, after an investigation by a member of the management team, to be disruptive or a nuisance to other users of the Club.
3. If you commit a breach or repeated breaches of our Terms and Conditions.

H. Cancellation

1. A month's notice is required to cancel membership and we will continue to collect payments which fall due during the month's notice period. Any unpaid membership claims and fees during this time will still be required to be settled prior to cancellation.
2. To cancel simply notify us at any time via email at ase.info@abingdon.org.uk
3. We will continue to collect payments which fall during the month's notice period.
4. Annual memberships are paid in full and non-refundable if cancelled within the membership period.
5. If you pay for more than one membership, you must specify which membership you wish to cancel. If you do not specify, we will only cancel the membership in your name.

I. Restriction of Liability

1. The Club and its employees or officers shall not in any circumstances be responsible to you or any other person for damage to or the loss, theft or removal of any property brought or left by any person in or upon any part of the premises including any changing rooms.
2. Nothing in these Terms and Conditions shall limit or exclude the Club's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or any other losses which the Club is prevented from excluding or limiting by law.

J. Health and Safety

1. The Club has responsibilities under various Health and Safety Acts and other legislation for the well-being of its staff, the public and visitors to its premises. You should ensure that you comply with the Club's health and safety notices as may be displayed at the Club from time to time. You may be asked to leave the Club if you fail to abide by these or any health and safety direction from any member of staff.
2. Members must follow reasonable activity-specific safety instructions, including instructions from class instructors concerning appropriate clothing, footwear, equipment use and safe participation.
3. Instructors may require a participant to modify or stop an activity where a reasonable safety instruction is not being followed. Continued refusal to comply may result in the participant being asked to leave the activity and the matter being referred to management.

K. Term Time and Holiday Availability

1. Availability of facilities varies between term time and school holidays (please see our website for details).

L. Personal Data, Data Protection Policy, Privacy Notice

1. By providing your personal data, you are agreeing to its processing and use by the Club for the purpose for which it was given. For the efficient running of our business, we may also disclose your personal information to our parent company (Abingdon Schools Group) and our third-party database supplier in connection with the purpose for which you provided the data. We will not share the data with any other third party unless we are permitted under the Data Protection Act 2018 and GDPR, including for example, disclosures in respect of the prevention or detection of crime, or the assessment or collection of tax or duty.
2. Your initial communication choices will have been specified at the time of application. You can change these details at any time by contacting us at ase.info@abingdon.org.uk or through the online booking facility.
3. We also maintain a data protection and privacy policy detailing how we use your personal information on our website under our policy section.

M. Safeguarding

1. The Club takes Safeguarding extremely seriously. The Club has a safeguarding officer who can and should be informed immediately of any concerns on the Club premises.
2. The Club's safeguarding policy and contact details for the safeguarding officer are available via our website or by contacting reception. Please do not hesitate to contact a member of Club staff with any concerns you may have when on Club premises.

N. Track Membership Policy

1. Tilsley Park Track Memberships are available to purchase throughout the year. Memberships run for either one, six or 12 months from the date of joining. All membership fees are non-refundable unless an athlete has a medical certificate and in any event, this is at the Tilsley Park management's discretion.
2. Junior Passes are available for those under the age of 18.
3. Casual Track Passes are also available to buy at the Tilsley Park reception.
4. All customers must sign in at reception. Casual track customers must sign in on the clipboard and pay the admission fee. The customer will be given a wristband to wear for the duration of their training session. Track members must scan their membership fob on arrival.
5. Access to the track will not be granted if your membership has expired. Access will only be granted if a casual fee has been paid, or the membership renewed.
6. Track memberships, including casual Track Passes, entitles you to use the athletics facilities during Tilsley Park public opening hours. Access to the track and pits will not be possible if the infield 4G pitch has been booked (unless shared usage time and policies apply) or the track and pits have been booked by an athletics club. Track closures are recorded on our website but are subject to change.

Last Review: November 2026

Next Review: November 2027