



West Warwickshire Sports Complex Membership Terms and Conditions

Last updated	26 th March 2024
--------------	-----------------------------

1. Nature of the Agreement

This agreement sets out the terms that will govern the relationship between us, the owners of the club that is referred to overleaf, and you, a member of the club. We have appointed Ashbourne Management Services Ltd ("Ashbourne") to administer this agreement on our behalf. It is authorised to act on our behalf in all respects both before and after the termination of this agreement including in all respects relating to the recovery of any sums that may be due from you to us and may recover the same in its own name. It is also authorised to accept service on our behalf.

2. The Membership Period

The membership period is either monthly or yearly.

YOU MUST PAY THE MEMBERSHIP SUBSCRIPTION FOR THE CHOSEN PERIOD UNLESS YOUR MEMBERSHIP IS TERMINATED WITHOUT LIABILITY, SUSPENDED OR TRANSFERRED AS SET OUT BELOW.

3. Suspending membership fees

We will suspend your membership during the Membership Period when you provide written confirmation that

- a) you, your spouse, or your partner (if living at the same address) has begun to claim income support or
- b) you provide a letter from your GP to prove that you
 - i. have been advised not to use the club for a medical reason
 - ii. are pregnant or
 - iii. gave birth in the last 3 months.

We will review your circumstances every 2 months. If your circumstances have not changed, we will suspend your membership for a further 2 months, unless you tell us that you would prefer to cancel your membership which you may do without any further obligation on your part.

Whilst your membership is suspended, you will be relieved of your obligation to pay your monthly membership subscription and we will be relieved of our obligation to allow you to use the facilities at the club.

4. Cancelling membership fees without further obligations.

We will cancel your membership without any further obligation on your part if you are not reasonably able to access the club in the following circumstances. You must either

- a) provide a letter from your doctor to prove that you have been advised not to use the club for the foreseeable future for a medical reason; or
- b) provide written confirmation (e.g., a letter from your employer) to prove that the location of your main place of work has changed and is more than 15 miles from the club; or
- c) you provide written confirmation (e.g., utility bills) to prove that you have moved more than 15 miles from the club.

WWSC reserves the right to cancel your membership for breach of [WWSC Code of Conduct](#).

5. Allowable transfer of membership

We will allow transfer your membership to another person (provided they do not have an existing relationship with the club) during the membership period if the other person agrees to become a member for the remainder of the membership period.

6. What happens if I fall into arrears with my membership subscriptions?

We will terminate your membership and be relieved of our obligation to allow you to use the facilities at the club if

- a) any payment is more than 7 days overdue and
- b) you have not come to an agreement with WWSC to make supplementary payments in addition to your membership subscription to repay the arrears within a reasonable period.

Unless we have exercised our right to terminate this agreement, your monthly or yearly membership subscriptions will continue to fall due each period even though you may not be entitled to use the facilities at the club.

If you become liable to pay a membership subscription or other sums during the Membership Period that relates to a period during which you were not allowed to use the facilities at the club following the termination of your membership, we will grant you free use of the facilities for an equivalent period after the minimum membership period has ended provided

- a) you pay the membership subscription for the earlier due periods or the sum due in respect thereof and
- b) we have not in the meantime terminated your membership on the grounds of your behaviour in accordance with clause 4.

7. What happens at the end of the Membership Period?

Your membership will automatically be extended once the Membership Period has ended unless this agreement has been terminated or cancelled. If there is a change in the monthly or yearly subscription you will be notified in advance and have the right to cancel your membership by notifying admin@westwarwicks.co.uk by email or directly contacting reception.

8. What happens if I want to bring my membership to an end?

You may cancel your membership without further obligation on your part provided you give us at least 1-month prior notice of your intention to do so. If you cancel your membership, you will not be able to renew it for a 12-month period from your date of cancellation, unless clause 4. "Cancelling membership fees without further obligations." applies.

9. Cancellation

Either party may cancel your membership

- a) at the end of the Membership Period by giving at least 1-month prior notice or
- b) at any time thereafter by giving at least 1-month prior notice.

10. Membership fee changes

If we decide to change your monthly subscription after the Membership Period, we will inform you at least one month before any increase comes into effect. You have the right to terminate your membership if you do not agree the new monthly subscription. If you do not terminate your membership, the new monthly subscription will become payable from the date stated on the notification, which will be at least 1-month after such notification.

11. Payment

The initial payment and all subsequent membership subscriptions must be paid in full to WWSC. All subsequent membership subscriptions are payable at the anniversary of the month or year to which they relate.

Please note that additional charges may be required for certain services (e.g., sauna, massages, physiotherapy etc.).

If you fail to make a payment, WWSC is authorised to recover any sums due. If the failure to pay is without good cause and is not intended as notice of termination, WWSC is entitled to, and may charge you a £25 administration fee for dealing with the consequences of each default, which is a reasonable estimate of the administration costs which WWSC will incur. If charged, this sum will be added to your account / the next payment to be made.

12. Termination

This agreement may be terminated in the following circumstances

i. Termination for WWSC fault

You may terminate this agreement at any time if the facilities or the services we provide fall well below the standard that you reasonably expect us to provide.

ii. Termination where a member fails to pay

If any payment due from you remains unpaid for a period of three months or longer, WWSC may serve a final warning notice on you in respect of any outstanding sums due. If, after the expiry of a period of one month from the date of receipt of that final warning upon you, any sum which the final warning required you to pay has not been paid, then this will be treated as a repudiation of your obligations under this agreement, and we may terminate the agreement.

iii. Termination for your fault

We may terminate this agreement if you breach the [WWSC Code of Conduct](#)

Effect of termination by us during the minimum membership period under this clause

If WWSC terminate this agreement during the membership period (except where it is for our fault), you will become immediately liable to pay

- a) the arrears, if any, plus
- b) the membership subscriptions, if any, that would otherwise have fallen due before the end of the minimum membership period less credit for accelerated receipt in respect of payments falling due after the actual date of termination.

This credit shall be calculated at 4% above the Official Bank Rate published by the Bank of England at the date of termination per annum, from the mid-point between the date of termination and the date when the monthly membership subscription would otherwise have fallen due. For example, if we terminate the agreement on 31st July 2014, and the final monthly membership payment would otherwise have fallen due on 31st January 2015, the mid-point between those dates is 30th October 2014. The credit which will be allowed for accelerated receipt will be calculated at 4% per annum over the Official Bank Rate on all the payments which would have fallen due after 31st July 2014, from 30th October 2014 to 31st January 2015.

13. Your Responsibilities

You agree to abide by the [WWSC Code of Conduct](#) at all times.

You confirm that the information that you provide to WWSC is accurate. If any of the relevant information changes you agree to notify WWSC of any significant changes e.g. as to your name, address and account details as soon as practicable and in any event before the next membership payment falls due.

14. Your Rights

We will be liable to compensate you if you suffer a personal injury or die as a result of our negligence. We will compensate you if you suffer any other loss as a result of our failure to carry out our obligations under this agreement, provided that

- i. our failure did not occur because of your own fault or
- ii. our breach could not have been avoided even if we or those acting on our behalf had taken reasonable care. Nothing in these terms will affect your statutory rights. If you need further information about your statutory rights, contact a Citizen's Advice Bureau.

15. Transfer of rights under the agreement

We reserve the right to transfer our rights and obligations under this agreement to a third party, where that person takes over the ownership and control of the club.

16. Data Protection

WWSC has a strict data protection policy which can be referenced in the following document [WWSC Data Protection Policy](#).

17. How to contact us [WWSC Contact Details](#)