

## MiLeisure Membership

### General Terms & Conditions of Membership

1. Membership fees are non-refundable.
2. You must be 16 years or older to apply for a membership. Proof of age, address or other personal details may be required in order to obtain a membership.
3. Upgrades and changes to any of the card options are available.
4. Membership cards are issued to all current members and must be used to gain entry every time a visit is made. Customers can also present their electronic membership card via the Midlothian Sport & Leisure app to gain entry to the facilities. Cards are non-transferable and any use other than by the member will result in the cancellation of that membership with no refund available. Cards remain the property of Midlothian Council.
5. The Centre Manager reserves the right to refuse any application for membership.
6. All Direct Debits are a legally binding contract between the member and Midlothian Council and represent a commitment to pay all monthly membership fees until the contract is terminated.
7. All memberships paid via Direct Debit are subject to a minimum contract term of 3 months. Members may cancel their membership at the end of the second month by providing 30 days advance notice.
8. Cancelling a Direct Debit directly through your bank without prior notice to Midlothian Council may result in a full month's charge being applied to your membership account. If such cancellation occurs before the completion of the 3-month minimum contract term, up to 3 months of membership fees may be presented as an outstanding balance to cover the remaining contractual obligation. Any outstanding balance on membership accounts must be paid if the member wishes to rejoin or use Midlothian Council Sport & Leisure facilities / activities.
9. It is the members responsibility to notify Midlothian Council directly of any membership cancellation and ensure confirmation has been received. Members are responsible for monitoring their own bank accounts to verify that payments have ceased. We are not liable for any continued charges where no cancellation notice has been received or recorded on our system.
10. By purchasing an annual membership, you acknowledge and agree that you are entering into a binding one-year contract. The full membership fee is payable upfront and is non-refundable under any circumstances, including but not limited to, early termination or non-usage of the membership.
11. Midlothian Council reserves the right to review monthly and annual membership fees, and such charges will be increased accordingly. The member will be given at least 10 days' notice of any proposed increase and will have the right to terminate the membership without penalty at any time within the period. Failing which, the member will be deemed to have accepted the increase.
12. Memberships may be frozen for a maximum period of 3 months at a time, charged at a reduced rate for each month. To freeze a membership, members must provide notice before the 15<sup>th</sup> day of the month for the freeze to take effect from the following month.
13. Those signing up for a youth membership (aged 12-15) must apply with a parent and / or guardian.
14. As the responsible parent / guardian signing for a youth membership (12-15 years), you consent to allow the individual to attend the facility and participate in such activities as appropriate to their membership type. You acknowledge the inherent risks on their behalf and will ensure that they comply with the conditions and rules of the facilities and activities. You confirm that they meet the participation criteria, and you are the parent or guardian or have permission from the parent(s) or legal guardian(s).

15. Lost or stolen cards should be reported as soon as possible to the reception desk. An administration fee will be payable for the replacement of lost or stolen cards.
16. First time users of our gyms are advised to complete a physical activity readiness questionnaire and undertake an induction with an instructor before being allowed to use the gym. It is mandatory for gym users aged 12-15 years to participate in an induction before using the gym.
17. For your own safety, you should not use any of the facilities if you are under the influence of alcohol or taking contraindicated or illegal drugs.
18. The normal opening hours of each centre are displayed at reception and online. Appropriate notice will be given of any planned alterations or closures.
19. Fitness and health suites are not permanently supervised.
20. Midlothian Council cannot be held responsible or liable for the loss of any member's valuables or personal property.
21. Suitable clothing is required to be worn when using the facilities.
22. The membership card allows use of the facilities during the stated opening hours only, please be aware of last entry times for facilities including the fitness suite and swimming pool area. It does not guarantee the holder access to the facilities.
23. All activities and facilities are subject to availability. Facilities may be closed due to unplanned maintenance.
24. Midlothian Council reserves the right to cancel the participation of any member before and/or during any activities for any reasonable grounds. Midlothian Council will have sole discretion as to what dictates reasonable grounds.
25. Cards can be used at all Midlothian Council leisure centres, excluding Midlothian Snowsports Centre.
26. Cards can only be used at Midlothian Council run fitness classes; it is not eligible for private classes.
27. The member will be responsible for monitoring their own physical condition throughout the exercise programme and show any unusual symptoms occur, they should:
  - a. Refrain from any further participation in our facilities / activities until otherwise advised by a medical professional and
  - b. Inform a member of staff of Midlothian Council of the nature of the symptoms experienced.
28. The member declares and warrants that the information given in the physical activity readiness questionnaire is complete and accurate and that they know of no reason whatsoever unless otherwise declared why they should not use our facilities.
29. The member uses the facilities and activities entirely at their own risk.
30. The member warrants that all such questions as the applicant has regarding the exercise programme have been answered to their satisfaction.
31. Without prejudice to the generality of the foregoing provisions, every exemption, limitation, condition and liability, defence and immunity of whatsoever nature applicable to Midlothian Council or to which Midlothian Council is entitled hereunder shall also be available and shall extend to protect every such health and fitness instructor or other employee, servant or agent of Midlothian Council (including independent contractors as aforesaid) and for the purpose of all foregoing provisions of this paragraph, Midlothian Council is or shall be deemed to be acting agent or trustee on behalf of and for the benefit of all persons who are or might be its health and fitness instructor or other employees, servants or agents (including independent contractors as aforesaid) from time to time and all such persons shall to this extent be or be deemed to be parties of this agreement.
32. The member understands and accepts that they are responsible for their own safety, and any children / vulnerable adults they may be supervising when undertaking activities and using the facilities and will do so in a safe and responsible manner.
33. The member will comply with the rules relating to the use of the fitness suite, health-suite, swimming pool and all other facilities. Members should use the facilities and undertake activities

in accordance with instructions on the safety signs and / or by staff. Failure to do so may result in serious injury or death.

34. The member understands and will hold harmless Midlothian Council from any costs, expenses, loss, liability, or damages that may arise because of, or in connection with my / our failure to adhere to guidance, policies and procedures and / or staff guidance.
35. If any member fails to comply with any rules relating to the use of the fitness suite, health suite, swimming pool, fitness classes and other facilities or fails to comply with the reasonable direction of Midlothian Council or any of their employees in connection with such use or has otherwise behaved in such a manner that it was, in the sole opinion of Midlothian Council, inappropriate for them to continue to utilise the fitness suite, health suite, swimming pool and other facilities, their membership will cease immediately and there will be no refund of membership fees or charges.
36. Midlothian Council reserves the right to terminate or suspend memberships without refund.
37. We undertake to use personal information responsibly, in accordance with the law, keeping it accurate and up to date. It is the member's responsibility to ensure that any changes to the personal details provided are advised immediately. Your personal information will be added to our membership database. We may use this for administrative purposes in providing the services, and for communication with you. In compliance with the Data Protection Act 2018, your personal data will be processed in accordance with our privacy policy, which can be found at: [Privacy policy | Midlothian Council Privacy Policy](#)