

### 3.1 General Conditions of Membership

- (a) Membership fees are non-refundable.
- (b) Upgrades and changes of any of the card options are available.
- (c) Membership cards are issued to all current members and must be used to gain entry every time a visit is made. Cards are not 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.
- (d) The Centre Manager reserves the right to refuse any application for membership.
- (e) 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. Memberships can be cancelled at any time and where a contract is terminated at the members' request a further full monthly payment will be debited from their bank account as an administration and cancellation fee.
- (f) Midlothian Council reserves the right to review monthly membership fees and Direct Debit payments may be increased accordingly. The member will be given one months' notice of any proposed increase and will have the right to terminate the membership without penalty at any time within the one month period failing which the member will be deemed to have adopted the increase.
- (g) 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.
- (h) First time users of the gym will be required to complete a physical activity readiness questionnaire and undertake an induction with an instructor before being allowed to use the gym. For your own safety you should not use the facilities if you are under the influence of alcohol or taking contra indicated or illegal drugs.
- (i) The normal opening hours are displayed at reception and a months notice will be given of any planned alterations.
- (j) Fitness and health suites are not permanently supervised.
- (k) You are advised not to bring valuables and personal property to the Leisure Centre. Midlothian Council cannot be held responsible for the loss of valuables or personal property.
- (l) Suitable clothing is required to be worn when using the facilities.
- (m) The membership card allows use of the facilities during the stated opening hours only. It does not guarantee the holder access to the facilities.
- (n) All activities are subject to availability. Facilities may be closed for short periods due to unplanned maintenance.
- (o) Cards can be used at all Midlothian Council leisure facilities excluding Midlothian Ski Centre.
- (p) Cards can only be used at Midlothian Council run classes, it is not eligible for private classes.

#### TERMS OF MEMBERSHIP

- (1) The Applicants will be responsible for monitoring his/her own physical condition throughout the exercise programme and should any unusual symptoms occur he/she must immediately:
  - (a) refrain from any further participation in the exercise programme until otherwise advised and
  - (b) inform the fitness instructor or other member of staff of Midlothian Council of the nature of symptom's experienced.
- 2 The Applicant declares and warrants that the information given by him/her in answer to the Par Q is complete and accurate and that he/she knows of no reason whatsoever unless otherwise declared in answer to the Par Q why he/she should not participate in the exercise programme prescribed however strenuous.
- 3 The Applicant will notify Midlothian Council of any changes to his/her physical condition which render the replies to the Par Q incorrect in any respect by immediately informing in writing the leisure centre staff of any changes that have occurred.
- 4 The Applicant enters into the exercise programme entirely at

- his/her own risk.
- 5 The Applicant is advised not to deviate from any prescribed exercise programme (except as provided for in the programme itself) in any manner (unless the changes are less strenuous than the prescribed exercise programme).
- 6 The Applicant warrants as follows:
  - (a) that all such questions as the Applicant may have regarding the exercise programme have been answered to his/her satisfaction
  - (b) that the Applicant has read this Agreement in its entirety, understands its contents completely, has taken all such independent advice on it as he/she wishes and accepts all of the terms and conditions contained in it.
- 7 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 specialist instructor or other employee, servant or agent of Midlothian Council (including independent contractors as aforesaid) and for the purpose of all the foregoing provisions of this paragraph, Midlothian Council is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be its health and fitness specialist instructor or other employees, servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this Agreement.
- 8 The Applicant will comply with the Rules relating to the use of the fitness suite, health suite, swimming pool and other facilities.
- 9 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 otherwise behaved in such a manner that it was, in the opinion of Midlothian Council, acting reasonably, inappropriate for them to continue to utilise the fitness suite, health suite, swimming pool and other facilities that session will cease immediately and that there will be no refund of any fee or charge in that situation.
- 10 Midlothian Council reserve the right to suspend membership for a period of time without refund.

