

# TERMS AND CONDITIONS





# TABLE OF CONTENTS

1. GENERAL TERMS & CONDITIONS
2. ZERO TOLERANCE POLICY
3. HEALTH COMMITMENT STATEMENT & TRINITY FITNESS STATEMENT OF
INTENT
3.1 Our Commitment to You
3.2 Your Commitment To Us
4. LIMITATION OF LIABILITY
5. DATA PROTECTION
5.1 Privacy Policy
6. USE OF FACILITIES
7. ETIQUETTE AND CONDUCT
8. CLEANING
9. TECHNOGYM APP
10. FITNESS CLASSES
11. INDOOR AND OUTDOOR BOOKINGS
12. BLOCK BOOKINGS
13. MEMBERSHIP TERMS AND CONDITIONS 10
14. CONDITIONS FOR ALL MEMBERSHIPS 10
15. CATEGORIES OF MEMBERSHIP 11
<b>15.1 Student Membership</b> 11
15.2 Community Membership11
15.3 External Student Membership (16+)11
15.4 Staff Membership11
15.5 Alumni Membership11
<b>15.6 Teen Fitness Membership</b> 11
<b>15.7 Pay As You Go (PAYG)</b>
<b>15.8 TenPlay</b>
16. TENPLAY TERMS & CONDITIONS 12
17. MEMBERSHIP PROMOTIONS (6-WEEKS, ETC)



18. 8 WEEK PERSONALISED PROGRAMME	14
19. REFER A FRIEND TERMS AND CONDITIONS	14
20. MEMBERSHIP PAYMENTS	15
21. MEMBERSHIP CARDS	16
22. MEMBERSHIP FREEZE	16
23. CANCELLATION OF MEMBERSHIP	17
23.1 Cancellation by Us	17
23.2 Cooling Off Period	18
23.3 Cancellation By You	
24. FEES AND CHARGES	19
25. COMMENTS AND COMPLAINTS PROCEDURE	20
26. CAR PARKING	
27. LOCKERS	
28. LOST PROPERTY	22
29. INJURY AND FIRST AID	22
30. EMERGENCY SITUATION	22
31. DISCLAIMER	22
32. VARIATIONS OF TERMS AND CONDITIONS	22

Information stated within this document is correct as of 1<sup>st</sup> January 2024



# **1. GENERAL TERMS & CONDITIONS**

Details of the facilities opening hours are displayed in the facilities and are also available at <u>https://www.trinityfitness.co.uk/</u>. Trinity Fitness does, however, reserve the right to close the facilities for public holidays, university closure days, tournaments, exhibitions or other activities, or in connection with any repair, alterations or other maintenance work, or if instructed to close by Leeds Trinity University. When it is necessary for the facilities to change or restrict the opening hours or availability, notices will be displayed in advance in the Trinity Fitness reception area. The full Terms and Conditions apply to all users of Trinity Fitness Sports Centre.

# **2. ZERO TOLERANCE POLICY**

Trinity Fitness operates zero tolerance policies against harassment, bullying and discrimination and any forms of violence and aggression. The policy is for the protection of all staff, students, members, and visitors to the facilities Trinity Fitness define harassment and violence as unacceptable behaviour by one or more individuals that can take many different forms, some of which may be more easily identifiable than others. Such behaviour may result in you being asked to leave the facility and your membership terminated.

# 3. HEALTH COMMITMENT STATEMENT & TRINITY FITNESS STATEMENT OF INTENT

## 3.1 Our Commitment to You

Trinity Fitness intends to provide all members with a comfortable, safe, and enjoyable experience whilst using its facilities. Accordingly, all members must comply with the terms of this agreement and the rules of membership as published from time to time by Trinity Fitness for the use of any of its facilities.

- We will respect your personal decisions and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.
- We will make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy.
- We will take all reasonable steps to make sure that our staff are qualified to the fitness industry standards.



• If you tell us that you have a disability which puts you at a substantial disadvantage in accessing our equipment and facilities, we will consider what adjustments, if any, are reasonable for us to make.

#### 3.2 Your Commitment To Us

- You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities you should get advice from a relevant medial professional and follow that advice.
- You should make yourself aware of any rules and instructions, including warning notices. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you.
- You should let us know immediately if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be a person available who has had first aid training.
- If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.

# 4. LIMITATION OF LIABILITY

- Trinity Fitness cannot be held responsible for any service or facility being unavailable for reasons outside of our control.
- Trinity Fitness reserves the right to make alterations to services, the program of activities and facilities. Wherever possible, members will be provided with advance notice.
- You are responsible for ensuring that you correctly and safely operate or use any facilities and/or equipment (including adjusting levels and settings). If you are in any doubt, you must consult a Trinity Fitness staff member.
- You are responsible for wearing the correct attire for exercising. Denim, bare feet, flip-flops, boots, or a bare torso are amongst the range of clothing choices that are unsuitable. Any member not wearing suitable attire may be asked to leave the facilities or refused entry.



- We do not accept any liability for any injuries, damage or any other loss caused by any negligent act of those providing personal training sessions that are contracted separately with the personal trainers' contract.
- Members and their guests are required to comply with all reasonable requests and instructions in relation to the health and safety of themselves, other customers and staff.
- Trinity Fitness liability to compensate you for any loss or damage (in the case of loss or damage other than death or injury) is limited to a reasonable amount, having regard to such factors as whether the loss or damage was due to negligence by us.
- Relevant United Kingdom law shall apply to this contract and the relevant courts of the United Kingdom shall have exclusive jurisdiction to deal with any disputes arising in relation to it.

# **5. DATA PROTECTION**

Members are required to give written notice to Trinity Fitness of any change of address or other contact information. Failing such notice, all communication shall be assumed to have been received by the member within 5 days of mailing to the last address notified to Trinity Fitness.

#### 5.1 Privacy Policy

If you would like to read this document in full, please visit Trinity Fitness reception or <u>www.trinityfitness.co.uk</u>.

#### Note:

Detailed guidance on all of the rights you have with regard to the personal data that we hold and process about you is available on the ICO website here -

https://ico.org.uk/for-organisations/guide-to- the-general-data-protection-regulation-gdpr/individual-rights/.

## 6. USE OF FACILITIES

Your use of any of the equipment or facilities is entirely at your own risk, except to the extent that there is any negligence or breach of legal duty by the facility or its staff. An induction and signing a 'Health Commitment Statement' is required for all members



who join Trinity Fitness. You must not use any equipment or undertake any activity unless you are satisfied that you are competent to do so safely and properly.

You are under a duty to safeguard your own health and safety, if over 16 years of age, whilst using the equipment and facilities. You will be responsible for any harm or injury that you cause to yourself, to another person, or to the facility to the extent that it is caused through your improper unsafe use of the equipment or facilities. Trinity Fitness will not be liable for any loss, harm or injury to you to the extent that this is caused by your unsafe or improper use of the equipment or facilities, or you failing to advise staff of a medical condition relevant to such use.

Members must get permission from the Manager of Trinity Fitness if they wish to receive private coaching or instruction in any of the Trinity Fitness facilities. Anyone continuing to undertake members' training without prior consent will be asked to leave the facilities immediately.

# 7. ETIQUETTE AND CONDUCT

- Membership cards must be presented at reception on each visit. We retain the right to charge 'Pay As You Go' rates to those not able to provide a valid membership card.
- The facilities must be vacated by all persons at the specified closing times and the last admission is 30 minutes before closing time. Failure to leave the facilities when requested could result in your membership or booking being suspended.
- Showers are available for use until 30 minutes before closing time.
- All bags and other personal items must be stored in the lockers provided whilst using the facilities. Bags are not permitted in the fitness suite.
- You are required to have a towel with you for use in the Fitness Suite. You will have the option to purchase a towel at reception for £5. If you do not adhere to this, you may be asked to leave the facility.
- Whilst we have suitable flooring, repeated dropping of weights may result in members being asked to stop their exercise.
- Members must wear suitable sports clothing and footwear for the activity being undertaken (denim, bare feet, flip-flops, boots, or a bare torso are amongst the range of clothing choices that are unsuitable). Any member not wearing suitable attire may be asked to leave the facilities at the discretion of the manager.



- For the reason of safety and courtesy to other members, you are prohibited from taking photographs and video footage in the Fitness Suite and activity areas.
- Do not post any content on the internet (Social Media sites), if evidence is found, your membership will be suspended.
- Users are required to replace weights, dumbbells, and lifting accessories and to wipe down the equipment after use. Failure to do so consistently could result in your membership being suspended.
- Trinity Fitness retains the right to terminate membership if it considers the behaviour of an individual warrants such action.
- No food of any kind may be brought into the facilities without prior permission from the Sports Facilities Manager. Only drink containers with a sealed lid and for personal rehydration. Bottles can be purchased at the Trinity Fitness reception.
- Smoking, including vaping and the use of e-cigarettes, within Trinity Fitness is prohibited. Any member found to breach this rule may be asked to leave the facility and have their membership suspended.
- You may not use the gym or participate in a class when under the influence of alcohol, drugs, or any medication that may affect your safety.
- Any person under 16 years of age is not permitted to enter the Fitness Suite unless they are taking part in a supervised Teen Fitness session with a fitness instructor.
- Only liquid chalk will be allowed in the Fitness Suite.
- You should not take part in any physical activity for which you may not be fit. You are responsible for monitoring your own condition during physical activity. If you develop any unusual symptoms, you must stop the activity immediately and tell a member of staff.
- Any person who purposefully damages property belonging to Trinity Fitness will be liable to meet the cost of repair and may face legal action.



- Conduct yourself in an orderly manner so as to not interfere with the safety, use, or enjoyment of other members, including respecting the personal space of all other members.
- The use of personal trainers is not allowed, unless prior arrangement has been authorised by the Sports Facilities Manager.

## 8. CLEANING

Within the Trinity Fitness facility, there are numerous sanitisation stations and wipes available for members to use before and after using equipment. Anyone using the Trinity Fitness facility **MUST** clean down all equipment to ensure that the facility remains a clean and safe environment for all users.

We also ask members to put all used equipment back in its correct place after use – failure to do so may result in your membership being suspended.

# 9. TECHNOGYM APP

Fully paid members can use the Technogym app to:

- Book onto classes 8 days in advance
- Cancel class bookings
- Make health check bookings
- Make programme bookings
- View their programme
- Track their health (i.e. weight, body composition, etc)

Members will receive a welcome email providing a link to download the Technogym App. We cannot create a password for the member to log onto this app. However, Technogym will automatically send the member a password via email, once received the member can set their own password within the Technogym App.

The link for the Technogym/MyWellness App can be found here.

https://technogym.page.link/5rNP4FN3VxGsr7Uo8



# **10. FITNESS CLASSES**

Pay As You Go members can book 7 days in advance via phone or in-house, while paid members can book 8 days in advance via phone, in-centre, Technogym app, or the Trinity Fitness website.

At least one hours' notice of cancellation must be given for all classes regardless of membership.

The place of any member not present for the start of the class they have booked will be given to anyone who is on the waiting list. We will allow entry to a class up to five minutes after it starts, but this is at the discretion of Trinity Fitness staff/class instructor due to the risks of missing the warmup.

Members with three strikes within 30 days will automatically lose their rights to prebook any class for 30 days.

Members are recommended to book in advance to ensure that a class has space for them.

Trinity Fitness reserves the right to cancel or amend any class booking in the event of circumstances beyond the reasonable control of the centre.

All members are expected to clean equipment used within the class before they depart.

# **11. INDOOR AND OUTDOOR BOOKINGS**

When a booking is made for a Badminton Court and Table Tennis the maximum number of people that can attend is 8 per activity.

We advise all members to pre-book their courts to avoid disappointment.

All bookings for recreational sports (Badminton, Table Tennis, Basketball, 3G, Tennis) are required to be paid for in advance. Players will be allowed a refund up to 48 hours before - if less than 48 hours, they can give notice to transfer a booking up to 2 hours before. After this time, they will be liable for payment in full.

## **12. BLOCK BOOKINGS**

All block booking enquiries need to be emailed to sport@leedstrinity.ac.uk

Once received we will assess the viability and availability of the booking enquiry on an individual basis.



## **13. MEMBERSHIP TERMS AND CONDITIONS**

These terms and conditions are intended to create a legal relationship between Trinity Fitness Facility (a wholly owned subsidiary of Leeds Trinity University) who manages the operation of Trinity Fitness Facility and you ('the member'). The agreement is on the following terms and those included in the Trinity Fitness website between Trinity Fitness and the member. This agreement begins when the member has completed the joining process online or in house, and they have read the Terms and Conditions.

## **14. CONDITIONS FOR ALL MEMBERSHIPS**

- The facilities that you are permitted to use at Trinity Fitness and the times that you are permitted to use these facilities will vary depending upon the category of membership that you hold. Details of all membership categories and price levels and appropriate time bands are available from reception, or on <u>www.Trinityfitness.co.uk</u>.
- All members must be aged 16 or over (excluding Teen Fitness). If we believe you are under the age of 16 and not a Teen Fitness member, you may be asked to provide valid proof of age. If unable to do so, your membership may be terminated.
- All memberships must be applied for by fully completing the appropriate membership application. If we believe that you have completed the incorrect form, your membership may be terminated, and you may be asked to re-apply.
- Membership at Trinity Fitness includes the use of the Fitness Suite, participation in exercise classes and discounted court and facility hire.
- Any paid member can join the 8-week programme which includes training, Health Check and Programme with Review, for a maximum of 6 times per year. All new members **MUST** have an induction upon joining.
- We reserve the right to refuse applications or terminate memberships of members who we deem to be a danger to themselves or others within our facilities or pose a health and/or safety risk.



## **15. CATEGORIES OF MEMBERSHIP**

There are various categories of membership, each designed to suit the varying needs of the user.

#### 15.1 Student Membership

Student Membership is only available to those people who are on a current accredited course by Leeds Trinity University and are registered on the Leeds Trinity University student database. Once a student graduates or leaves the university, this membership will be revoked.

#### 15.2 Community Membership

Trinity Fitness offers several membership options for members of the local community who are not affiliated with the university, offering access to our wide range of excellent facilities at very reasonable prices.

We also offer memberships and access to our facilities for 16–17-year-olds with written consent (signature) from a parent or guardian. Parent/Guardian will be required to counter sign the membership form in front of a Trinity Fitness members of staff.

## 15.3 External Student Membership (16+)

You must be a current member of other educational institutions to qualify for an external student membership, proof of this **MUST** be provided at time of purchase.

## 15.4 Staff Membership

Staff membership is only available to people who hold a current contract of employment with Leeds Trinity University or non-contracted staff members of Leeds Trinity University and are on the Leeds Trinity HR database. Once employment is terminated, either by the member of staff or by the University, the benefits of staff membership will be revoked.

#### 15.5 Alumni Membership

As an alumni, we offer discounted memberships.

#### 15.6 Teen Fitness Membership

13–17-year-olds are able to join as a Teen Fitness member and use the Fitness Suite during specified times under the supervision of a Trinity Fitness instructor. These sessions are pre-bookable and can be paid per session or via digital tokens. The digital tokens are not eligible for a refund and cannot be used in part payment for an upgrade



to another membership. When joining on Teenfitness a Parent/Guardian will be required to counter sign the membership form in front of a Trinity Fitness members of staff.

#### 15.7 Pay As You Go (PAYG)

You can register with us on a Pay As You Go (PAYG) basis, coming and going as you please. If you find you're using the facilities regularly, you can always switch over to a monthly membership. Trinity Fitness offers Pay As You Go (PAYG) entry to University student students, staff, and members of the public over 16 years of age. PAYG members can only book classes 7 days in advance. We also offer Pay As You Go membership, and access to our facilities for 16–17-year-olds with written consent (signature) from a parent or guardian. Parent/Guardian will be required to counter sign the membership form in front of a Trinity Fitness members of staff.

#### 15.8 TenPlay

TenPlay is a scheme provided which enables Leeds Trinity University students to access the sports facilities at discounted rate (£10 per hour). They are able to book a one-hour off-peak session up to 48 hours in advance. The student is required to sign in at reception before the start of the TenPlay session and attend it. If students attempt to play sports other than the specific one booked, the booking could be terminated with no refund.

# **16. TENPLAY TERMS & CONDITIONS**

TenPlay is a scheme provided which enables Leeds Trinity university students to access the sports facilities at a discounted rate. The TenPlay rate is £10 per hour.

- LTU Students must complete a membership form at the sports centre so they can be added to our membership management system. They do not need a Trinity Fitness membership to take part in TenPlay.
- TenPlay bookings are only available to be booked 48 hours in advance.
- One hour booking only in advance. Additional time can be booked on the day of the booking at TenPlay rate (subject to availability).
- A student card is required as proof of studentship by the person attending the booking.



- TenPlay bookings can only be used during off-peak times (before 5pm weekdays and anytime on weekends).
- The student booking the TenPlay session must be present at the booking.
- No other activities are allowed other than the one booked via our Trinity Fitness reception.
- Only one third of the 3G to be hired but can have full hall hire.
- Indoor activities are limited to Badminton, Basketball and Table Tennis.
- A maximum of 8 people can attend a Badminton, Table Tennis booking.

Please note these terms and conditions do not apply to regular facility bookings other than TenPlay.

# **17. MEMBERSHIP PROMOTIONS (6-WEEKS, ETC)**

Promotions will normally run for a certain period and be targeted for the community or Leeds Trinity University students.

Trinity Fitness reserves the right to offer and withdraw promotions at any time and for any reason.

There will be no cooling off period or refunds for membership cancellations for promotional memberships.

- We reserve the right to remove promotions at any time. Promotions must be claimed by the end date stated on any promotional materials (leaflets or stands).
- It is at the discretion of Trinity Fitness to allow members on promotional memberships to re-join on the same membership offer, such as the 6-week membership.



# **18.8 WEEK PERSONALISED PROGRAMME**

Members can take part in an 8-week programme. This is free for all paid memberships. Members can opt out of this programme if they so wish.

Over the 8 weeks, members will have:

- 1. **Induction** ensure you get the most out of your membership with us and provide an overview of the available facilities.
- 2. **Health Check** Body composition analysis using our Tanita monitor.
- 3. **1-2-1 Training Session** Work with one of our qualified instructors to design a training plan suited to your goals.
- 4. **4 Week Check In-** Analysis of your progress and make amendments where necessary.
- 5. **Review –** 8 weeks check in to assess your progress.

Trinity Fitness reserves the right to offer and withdraw any promotion at any time and for any reason.

Any paid member can join the 8-week programme which includes training, Health Check and Programme with Review, for a maximum of 6 times per year.

# **19. REFER A FRIEND TERMS AND CONDITIONS**

## **COMMUNITY MEMBERS ONLY**

- To be eligible to refer your friends with this member referral offer you must have been a member of Trinity Fitness for a minimum of 1 paid month.
- Referred members must be over 18 years of age.
- A free month will be awarded to the referrer when the first DD payment of the referred member has been received.
- Where the referred member has made a one-off payment for an up-front 12 month membership, the referrer will receive their free month within 30 days.
- For Direct Debit referrers, a free month will be issued by a freeze on the referrer's account. The referring member will still be required to pay their contracted number of Direct Debits. The free month is in effect, an extension to the referring member's membership.



- Annual payment referrers will have their free month added onto the end of their membership.
- The referrer can refer multiple friends.
- The refer a friend offer cannot be back dated.
- There is no cash alternative to the free month.
- Trinity Fitness reserves the right to terminate or suspend this offer at any time and for any reason.
- This offer cannot run in conjunction with any other promotional offers or discounted membership.

## **20. MEMBERSHIP PAYMENTS**

- Trinity Fitness membership fees can be paid on an annual or monthly basis. Annual memberships will commence on the day of joining and run for one calendar year. Monthly memberships will be paid monthly through direct debit or, in the case of 3 months or express one-month memberships, in one up-front in-house payment. Trinity Fitness uses the services of a third 'Collection Service', currently Harlands Services Ltd., to collect payment of the direct debit. Trinity Fitness reserves the right to introduce, from time to time, promotional offers that may provide different time and membership periods. For more information, please visit: <u>https://www.harlandsgroup.co.uk/covid-19-members/ https://ourgym.co.uk/wp-content/uploads/Harlands-tcs.pdf</u>
- Members may freeze their membership in the event of temporary illness, injury or medical conditions by providing a copy of the written opinion of a medical practitioner which prohibits exercise for a period of time.
- We reserve the right, at our discretion, to change the cost of the monthly membership fees. If this happens, we will notify members with thirty days' notice before the change occurs. You are able to cancel your membership during this time, but you will automatically be charged at the new fee if we do not hear from you.



- If facilities are closed or out of use due to foreseen or unforeseen circumstances out of our control, it is at our discretion to offer refunds for memberships or bookings.
- It is at the discretion of Trinity Fitness to allow members to re-join or renew their membership.
- You agree to pay the monthly membership fee regardless of any disruption or interruption in services during the period, foreseen or unforeseen. No refunds will be due in circumstances where we are required to close the facilities or restrict access.

## **21. MEMBERSHIP CARDS**

- A photograph will be required for community members as part of the joining process, which will normally be taken at the reception desk upon joining or first visit. All photographs are stored digitally within the university booking system and will not be reproduced, shared, or printed without prior permission from the member. All community members will receive a personalised membership card, replacement card will also be the subject of a £5 charge.
- Membership cards must be presented at reception on each visit. We retain the right to charge Pay As You Go (PAYG) rates to those not able to provide a valid membership card.
- Membership is non-transferable: should another individual use your card to attempt to gain access to the facility Trinity Fitness reserves the right to terminate your membership without refund.

## **22. MEMBERSHIP FREEZE**

A charge may be applied if you freeze your membership. You must notify us if you want to freeze your membership by sending an email to <u>TrinityFitness@leedstrinity.ac.uk</u> at least 14 days prior to your payment date.

You may temporarily freeze your membership between **one complete calendar month and a maximum of three** complete calendar months. We may require you to produce proof of one of the below reasons from a Doctor/Medical Practitioner:

Pregnancy Serious illness Serious injury Redundancy



Freezing your membership is not the same as cancelling your membership – freezing is a temporary suspension.

When you request us to freeze your membership, you will need to tell us when you plan to resume your membership.

We will automatically start your membership again and start taking any direct debits on the date you tell us you want your membership to resume.

You will not have access to use the club facilities during periods of freeze.

You must fully re-instate your membership subscription from frozen to active membership before terminating your membership, giving the required notice period of one month. Annual memberships cannot be credited/refunded.

**ONLY** Bronze LTU student members can freeze their memberships if they are going home for the holidays.

Gold and Silver LTU student memberships are not eligible for freezing or refund.

## 23. CANCELLATION OF MEMBERSHIP

## 23.1 Cancellation by Us

We reserve the right to cancel or suspend your membership (without refund) in any of the following circumstances:

- If you commit a serious or repeated breach of the conditions outlined in the Terms and Conditions or in the Policies and Conditions of Use.
- If any part of the membership fee remains unpaid 14 days after its due date of payment;
- If you provide us with details you know to be false when applying for a membership;
- If we are unable to make a collection due to insufficient funds in your account, your membership with Trinity Fitness will be temporarily suspended and access to our facilities denied.
- Trinity Fitness does not accept liability for any bank charges incurred if there are insufficient funds in your account to cover our monthly Direct Debit collection.
- Trinity Fitness is not responsible for any bank fees or charges incurred if subsequent attempts to collect monies owed are unsuccessful.



## 23.2 Cooling Off Period

- You have the right to cancel your membership within 14 days cooling off period, starting from the day you made this agreement (unless you have purchased a non-refundable membership under a promotional offer). To exercise this right to cancel you should:
- Complete a Membership Cancellation Form which is available at <a href="https://forms.office.com/r/vrCC6BQeEt">https://forms.office.com/r/vrCC6BQeEt</a>.
- On receipt of the form, we will cancel your membership and all monies will be refunded to the account used in the initial transaction, within 28 days of receipt of the form. We may make deduction as this will be less any proportionate payment for facilities you have used within the 14-day period.

## 23.3 Cancellation By You

- The minimum term varies depending on the type of membership product purchased. For Annual Membership the minimum term is 12 months. No refund will be provided if an annual membership is cancelled.
- A member, when in a rolling contract period, may terminate the Agreement by giving a minimum of **1 months' notice**. Such notice is to take effect from the date that the next payment is due. All requests to terminate the Agreement shall be submitted to Trinity Fitness (via <a href="https://forms.office.com/r/vrCC6BQeEt">https://forms.office.com/r/vrCC6BQeEt</a>) who will inform Harlands. A member's membership card will be deactivated on expiry of the particular notice period. Members should note that the third party 'Collection Service' will apply charges to any member that cancels a Direct Debit mandate prematurely without giving Trinity Fitness the appropriate notice period of termination.

**Relocation:** This agreement can be cancelled in the event that your permanent address is more than 15 miles away from the facility upon the receipt of a copy of a utility or bank statement showing the new address.

**Long Term (Over 3 Months) Illness or Injury:** This agreement may be cancelled in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided.

**Redundancy:** This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood.

**Pregnancy:** This agreement can be cancelled if you become pregnant upon the appropriate written proof being given.



**Breach:** This agreement can be cancelled if Trinity Fitness are in breach of contract including if we do not provide facilities or services you may reasonably expect and we have fallen below that standard.

## **24. FEES AND CHARGES**

- Prospective members should note that the initial payment due will be taken in the 1<sup>st</sup> membership payment and that this will not be refundable other than in the event of a breach of this agreement of any negligence by Trinity Fitness.
- Direct Debit agreements are administered on behalf of Trinity Fitness by Harlands Services LTD. Helpline – 0144 444 9033 / <u>c.services@harlandsgroup.co.uk</u> 2<sup>nd</sup> Floor Rookwood Hourse, 9-17 Perrymount Road, Haywards Heath RH16 3TW.
- Harlands Direct Debit Terms and Conditions <u>https://ourgym.co.uk/wp-content/uploads/Harlands-tcs.pdf</u>
- Where a member chooses to make payments by means of a Direct Debit mandate, this will be for the amount payable as per the specific membership contract. Members will be obliged to make the "Minimum No. of Direct Debit Payments" stated in the specific membership contract. Payment will be taken on the dates specified within the specific membership contract each month thereafter on the same date. Members are obligated to make every Direct Debit payment, when due, irrespective of lack of use of the facilities, except where a freeze has been implemented or the Agreement has been terminated in accordance with the Terms of this Agreement.
- If a member fails to pay any monies due under this Agreement or if any Direct Debit is returned unpaid or if any other form of payment is not honoured for whatever reason, the member shall be liable for the payment of an Administration fee of £25 payable directly to the Collection Service responsible for the collection of Trinity Fitness payments. This Administration fee is levied in order to defray our costs.
- Members agree to advice Trinity Fitness by e-mail <u>TrinityFitness@leedstrinity.ac.uk</u> promptly of any change to the Members details provided.
- If a member fails to pay any amounts due under this Agreement within a period of thirty days, Trinity Fitness reserves the right to pass the debt to an external third party company for collection. Any and all reasonable and direct costs



incurred in exercising this right will be the responsibility of the member. These may include any and all costs associated with tracing a member who has failed to notify a change of address in accordance with Terms of this agreement.

# **25. COMMENTS AND COMPLAINTS PROCEDURE**

Should you be unhappy with any part of the service we offer, please contact Trinity Fitness and tell us as soon as reasonably practicable to allow us a reasonable opportunity to address your concerns. If users wish to make a complaint, raise a concern, or pass on a compliment, customer comments forms are available from reception.

Alternatively, you can send us feed back via https://forms.office.com/e/1NP20XEG1t

We always aim to provide a high standard of care in all our services. Our members' views are important to us and help to ensure our services are consistently meeting people's needs. If anyone is unhappy with any of our services, it is important that you let us know.

## Making a Suggestion/Feedback

We use all feedback, positive or negative, to improve the service to all our customers, by really getting to know their needs and expectations.

Often people feel more comfortable about suggesting improvements rather than complaining formally.

If this is the case the member should speak to the Duty Manager on shift.

Comments or suggestion boxes are available if they would rather make suggestions that way, or by using <a href="https://forms.office.com/e/1NP20XEG1t">https://forms.office.com/e/1NP20XEG1t</a>

## **Making a Complaint**

Providing members with easy access and a point of contact to lodge a complaint is a fundamental element of our overall complaint policy.

Complaints may be lodged by:

- Phone 0113 283 7155
- In person to a member of the Trinity Fitness Team
- Through an advocate or representative
- Letter to Trinity Fitness, Leeds Trinity University, Brownberrie Lane, Leeds LS18 5HD
- Email to TrinityFitness@leedstrinity.ac.uk
- Suggestion box in the foyer of Trinity Fitness
- Microsoft FORMS <u>https://forms.office.com/e/1NP20XEG1t</u>



## Handling the Complaint

We want to resolve the complaint as soon as possible. The Sports Facilities Manager of Trinity Fitness may ask one of the Duty Management Team to investigate the complaint. We aim to handle complaints quickly, effectively and in a fair and honest way. We take all complaints seriously and use the valuable information from investigating to help us improve the service we provide. We treat all complaints in confidence.

Our aim is to resolve complaints in a timely manner and will generally resolve a matter within 30 days.

Complex complaints may take longer than 30 days to resolve. In these cases, we will regularly update you on the progress and likely timeframe for resolution.

## **Our Responsibilities**

The customer complaints policy aims to:

- Promote the delivery of high-quality services
- Listen to the views of customers
- Respect customers at all times
- Respond to customers individual needs
- Ensure staff always behave courteously
- Provide clear information about our services

# 26. CAR PARKING

Car parking charges may be applicable. All parking facilities are offered on a first come basis. Parking cannot be guaranteed. We are not liable for any damages, loss or theft that may occur. Parking is at your own risk.

Membership does not include free use of the parking spaces. Pay and Display charges apply.

## **27. LOCKERS**

For security reasons, you must store personal belongings and valuables in the locker provided, items are not to be stored overnight. Returnable £1 coin or locker token is required to operate the lockers. Locker tokens can be purchased from the Trinity Fitness reception.

We will not accept any liability for any loss or damage that may occur to items stored in the lockers.



We can remove the contents from any locker that has been used overnight. You can claim the contents from lost property up to two months. After this time, we will not be responsible for any contents we remove from the locker.

## **28. LOST PROPERTY**

All items of lost property that are handed in will be logged by Trinity Fitness and held in the facility for no longer than two months, thereafter, will be disposed of. Any items that pose a hygiene or health and safety risk will be disposed of immediately.

## **29. INJURY AND FIRST AID**

All accidents/incidents must be reported to a member of Trinity Fitness staff who will complete a confidential accident and first aid report. You will be required to comply with requests for information and co-operation with Trinity Fitness staff in the completion of this report.

## **30. EMERGENCY SITUATION**

On hearing the fire alarm, all members and hirers must leave the facility. Trinity Fitness staff will direct you to the nearest assembly point and only on their instruction can you return into the building.

# **31. DISCLAIMER**

The information and advice provided by Trinity Fitness is given in good faith and all reasonable efforts have been made to ensure accuracy. Neither Trinity Fitness nor any individual employee shall be liable to any person in contract, tort, statute or otherwise for any loss, distress or damage of any kind howsoever caused (except for death or personal injury caused by the negligence of the Leeds Trinity University or an individual employee). All information and advice is provided only on the basis of this disclaimer.

# **32. VARIATIONS OF TERMS AND CONDITIONS**

Trinity Fitness reserves the right to vary the Terms and Conditions outlined in this document. Where any change is deemed significant, the alterations will be posted on Trinity Fitness website. Alterations or revisions will apply from the date of the first posting on the website, except for prices, which will apply from the renewal date.