

All memberships offered by Aneurin Leisure Trust are subject to the following terms and conditions.

1. Interpretation and Variation

1.1 Aneurin Leisure Trust is responsible for the management and operation of the site and handles all related matters.

1.2 Our registered office is located at Bedwellty House and Park, Morgan Street, Tredegar, NP22 3XN.

1.3 These Terms and Conditions of Membership ("Terms and Conditions") are an integral part of the membership agreement between Aneurin Leisure and each member ("You") ("The Membership Agreement"). These Terms and Conditions supersede any previous terms and conditions governing memberships of any site operated by Aneurin Leisure Trust.

1.4 By signing the membership form, you fully acknowledge and accept these Terms and Conditions.

1.5 Aneurin Leisure Trust reserves the right to modify and revoke these Terms and Conditions at any time. Any necessary or desirable changes for the proper regulation of the business or the conduct of members and their guests will be enforceable.

2. Acceptance and Commencement of Membership

2.1 Acceptance of membership is solely at the discretion of Aneurin Leisure Trust. Proof of the information provided to obtain membership may be requested by Aneurin Leisure Trust.

2.2 Membership will commence upon receipt of the initial payment and all applicable fees. Access to the Gym will be restricted until a suitable induction has been completed.

2.3 Upon acceptance, a membership card will be issued, granting the member all benefits associated with their chosen membership category.

2.4 Membership cards must be presented for entry to the centre and may only be used by the registered user. Any unauthorised use of the card will result in immediate cancellation of the membership without refund.

2.6 In the event of a lost or damaged card, a replacement charge may apply.

2.7 Membership fees will not be refunded if a member chooses not to visit the centre.

2.8 A photo record is required during the joining process and will be securely stored in our computerised membership system for identification purposes.

3 Limitation of Liability

3.1 Aneurin Leisure Trust cannot be held accountable for any unavailability of services or facilities due to circumstances beyond our control.

3.2 Aneurin Leisure Trust reserves the right to make changes to services, activity schedules, and facilities. Reasonable advance notice will be provided whenever possible. Membership fees will not be refunded unless expressly stated.

3.3 You are responsible for correctly and safely operating any facilities or equipment, including adjusting levels and settings. If you have any doubts, please consult a staff member from Aneurin Leisure Trust.

3.4 Members and their guests are required to comply with all reasonable requests and instructions related to the health and safety of themselves, other customers, and staff.

3.5 Aneurin Leisure Trust's liability to compensate for any loss or damage (excluding death or personal injury) is limited to a reasonable amount considering factors such as negligence.

3.6 This contract is subject to relevant United Kingdom law, and any disputes arising from it will be exclusively handled by the relevant courts in the United Kingdom.

3.7 Prior to using the gym, you must complete a pre-exercise questionnaire (PARQ).

3.7.1 By completing the pre-exercise questionnaire, you confirm that the provided information is accurate and that you are physically capable of participating in exercise.

3.7.2 It is your responsibility to notify us in writing of any changes in your health that may affect your ability to exercise.

4. Membership Categories

4.1 Detailed information about specific membership categories, their benefits, and prices can be found in the 'Centre Guidelines' at each facility.

4.2 Concessionary membership

4.2.1 Concessionary membership categories are available to individuals who receive Job Seekers Allowance, Disability Living Allowance, Incapacity Benefit, Income Support, are students, are over the age of 60. There are pay-as-you-go options for carers.

4.2.2 Proof of entitlement must be provided at the time of joining, and a copy may be retained on file. Aneurin Leisure Trust reserves the right to request ongoing proof of continued benefit receipt. Failure to provide such proof will result in the cessation of concession rates, and the membership will revert to the full rate with any necessary adjustments to the direct debit.

4.2.3 It is your responsibility to notify us of any changes in your benefit status.

4.3 You are permitted to change membership categories twice within a twelve-month period. Any subsequent changes may be subject to an administration fee.

4.4 Other membership categories and promotional offers will be provided at the discretion of Aneurin Leisure Trust.

4.5 Aneurin Leisure Trust reserves the right to modify the benefits of membership at any time. A minimum notice period of 10 working days will be given prior to any changes to such benefits.

5. Payment Terms

5.1 Detailed information regarding all fees can be found in the 'Centre Guidelines'.

5.2 The initial payment made by a member upon joining will be a 'Joining Fee' of £5. The Starter Payment is required immediately upon signing the Membership Form.

5.3 You will receive a minimum of 14 days' notice in the event of any increase in the monthly membership fee, in accordance with the Direct Debit Scheme Guarantee.

5.4 Failure to make a payment through Direct Debit will result in the temporary removal of membership booking rights until the outstanding payment is settled.

5.5 Regardless of your usage of the centre, you are responsible for paying all membership fees.

5.6 Monthly payments are to be made in advance via Direct Debit.

6. Membership Freeze

6.1 Direct debit members have the option to freeze their membership for a specified period, subject to approval by the Centre Manager. A fee of £5 per month will be charged for this service.

6.2 Members must provide formal notice prior to the start of the freeze period.

6.3 Ideally, the freeze period should align with the regular payment cycle.

6.4 Once the membership freeze period is completed, Aneurin Leisure Trust will automatically reactivate the Direct Debit without contacting you.

6.5 Restarting a frozen membership will not incur any additional joining fee.

7. Cancellation by You

7.1 If you wish to cancel your Direct Debit membership, please complete a cancellation form available at the reception. Submit the form to the Aneurin Leisure Trust Admin team at your home site, where you initially joined, providing a minimum of 14 days' notice prior to your next Direct Debit payment. Don't forget to return your membership card by the specified date. Please note that the cancellation process is governed by the terms specified in the Membership Agreement.

7.2 It is your responsibility to cancel the Direct Debit instruction with your bank.

7.3 Normally, memberships paid in full are non-refundable, at the discretion of the Centre Manager.

7.4 Transfers of memberships paid in full may be considered, subject to the discretion of the Centre Manager.

8. Cancellation by Us

8.1 Aneurin Leisure Trust reserves the right to suspend or terminate a membership.

8.1.1 Membership may be terminated without notice and with immediate effect if, in the reasonable opinion of the Centre Manager, a member's conduct poses a threat to the reputation or interests of the centre or renders the member unfit to associate with other members.

8.1.2 Membership may be terminated without notice and with immediate effect if a member violates the Centre Guidelines, rules, or bylaws in effect at the time.

8.1.3 Membership may be terminated in writing if any outstanding fees remain unpaid for a period of thirty days after they are due.

8.2 If a membership lapses for more than 3 months, a new joining/registration fee may be required.

8.3 A member whose membership has been terminated by the centre will lose all membership privileges and will not be entitled to a refund of membership fees, including payments made in full.

9. Facilities and Services

9.1 The opening hours of the centre are prominently displayed within the facility and can also be found on our website. Please note that these hours are subject to the absolute discretion of Aneurin Leisure Trust and may be adjusted or modified. We will make every effort to provide customers with sufficient notice regarding any changes to the opening hours.

9.2 If you fail to attend a pre-booked activity or cancel with short notice, your booking rights may be suspended for a period of 1 week. In the event of repeated occurrences, you may be required to pay the full Pay and Play amount for that activity.

9.3 Please be aware that all centres may have an annual closure period, which typically does not exceed two weeks. A minimum of 14 days' notice will be provided regarding any such closure. Please note that membership refunds will not be issued for the duration of these closure periods.

10. General

10.1 It is your responsibility to notify Aneurin Leisure Trust of any changes to your contact information, including address, email address, telephone numbers, or any other method of communication. Email communication is our preferred method, and any correspondence sent to the last notified address will be assumed to have been read five days after the email has been sent.

10.2 By providing your email address, you consent to receiving communication via email. However, please be aware that email may not be a secure and confidential means of communication. Aneurin Leisure Trust will not be held liable for any loss or damage incurred as a result of communicating with you via email.

10.3 By providing your mobile telephone number, you consent to receiving communication via text message. Please note that text messages may not be a secure and confidential means of communication. Aneurin Leisure Trust will not be held liable for any loss or damage suffered due to communication via text message.

10.4 Aneurin Leisure Trust reserves the right to refuse entry to any individual.

10.5 We reserve the right to capture photographs of our operated centres, which may accidentally include you, for press and promotional purposes. We will provide reasonable notice regarding the use of such photographs.

11. Privacy and Data Protection

11.1 Aneurin Leisure Trust places great importance on the protection of your personal data.

11.2 All membership records are stored on computerised systems.

11.3 Your membership information will only be used by Aneurin Leisure Trust and its employees in compliance with the Data Protection Act 1998. We will not disclose any information from the database to any other organisation or individual, except as permitted by the Data Protection Act or as required by law to fulfil our proper function.

11.4 By agreeing to have your personal data stored in the Aneurin Leisure Trust database, you expressly consent to the processing of your data for lawful purposes in accordance with the Data Protection Act.

11.5 If you have any questions or wish to update your communication preferences, please contact the reception team at your home facility.

11.6 You have the right to request access to your personal data under the Data Protection Act. We provide a subject access form upon request, although its use is not mandatory.

11.7 Please note that we reserve the right to charge the maximum fee permitted under the Data Protection Act for providing this information. If you believe any of the details are inaccurate, you can request that we make the necessary amendments.

12. Force Majeure

12.1 Force Majeure Events: Aneurin Leisure Trust acknowledges that there are circumstances beyond its control that may prevent it from fulfilling its obligations under this Membership Agreement. Such circumstances, referred to as "Force Majeure Events" include, but are not limited to, natural disasters, pandemics, epidemics, acts of terrorism, war, governmental regulations, fires, strikes, labour disputes, civil unrest, or any other external forces that could not have been reasonably foreseen or prevented.

12.2.1 Non-Liability: In the event of a Force Majeure, Aneurin Leisure Trust shall not be considered in breach of its obligations under these Terms and Conditions or otherwise liable for any delay, cancellation, or failure in the performance of its responsibilities hereunder.

12.2.2 Notification: Upon occurrence of any Force Majeure Event, Aneurin Leisure Trust will make all reasonable efforts to notify members and casual users promptly, providing details about the event and its expected impact on the Trust's services and facilities.

12.2.3 Suspension of Services: Services and access to facilities may be temporarily suspended during the Force Majeure Event. Aneurin Leisure Trust will take reasonable steps to resume normal operations as soon as the situation allows.

12.2.4 Membership Adjustments: For members affected by a suspension of services due to Force Majeure Events, Aneurin Leisure Trust will offer reasonable adjustments such as membership extensions, credits, or other compensatory measures at its discretion.

12.2.5 Termination Rights: If a Force Majeure Event persists for an extended period and substantially prevents Aneurin Leisure Trust from performing its obligations under this Agreement, either party may terminate the Membership Agreement upon written notice. In such cases, members will be entitled to a pro-rata refund of any pre-paid fees for services that were not provided.

12.2.6 Reinstatement: Following the resolution of a Force Majeure Event, Aneurin Leisure Trust will endeavour to reinstate full services and access to facilities as swiftly and efficiently as possible, subject to safety assessments and necessary repairs or reinstatements.

Appendix 1: Updated Admission Policy

Pool Admission Guidelines

To ensure the safety and enjoyment of all pool users, the following admission guidelines regarding unaccompanied children and adult-to-child ratios are implemented:

1. Children Under 8 Years of Age:
 - Based on a comprehensive risk assessment of our pools, children under 8 years must be accompanied by a responsible individual aged 16 or older to be admitted to the pool area. This policy always ensures the safety and supervision of young swimmers.
2. Specific Age-Based Ratios:
 - Children Under 4 Years: Each child must be accompanied by a responsible adult aged 16 or over on a one-to-one basis (1 adult per child).
 - Children Aged 4 to 7 Years: One adult can accompany up to two children within this age range, maintaining a one-to-two ratio (1 adult per 2 children).

Please note, these ratios are applicable to casual public swimming sessions. Exceptions apply to school swimming lessons, centre-run lessons, and club activities, which have their own supervisory protocols.

Gym and Group Exercise Class Admission Guidelines

To foster a safe and conducive environment for fitness activities, the following guidelines apply to unaccompanied youth access to gym facilities and group exercise classes:

1. General Admission:
 - Individuals aged 16 and older are welcome to participate in group exercise classes and use gym facilities independently.
2. Youth Participation:
 - Youths aged 11 and above who are in secondary education may engage in gym activities and group exercise classes if accompanied by a responsible adult aged 16 or over.
 - Weight-based activities are restricted to those under 16 unless specific permission is granted by the Facility Manager or Duty Supervisors.

3. Junior Gym Sessions:

- Specialised gym sessions are available for individuals aged 11 (and in secondary school) to under 16. These sessions are designed to accommodate the unique needs and safety of younger participants.

4. Supervision and Conduct:

- Youths under 16 without an appropriate adult supervisor during non-junior gym hours will not be permitted entry to the gym or group exercise classes.
- The Duty Supervisors reserve the right to deny admission to any individual due to behavioural concerns within the gym or group exercise classes to ensure a safe and respectful environment for all.