

Membership Terms & Conditions

Correct as of July 2022

All membership applications are at the discretion of 'enjoyleisure' management. 'enjoyleisure' retains the right to refuse an application, terminate a membership or usage without any refund if they consider a user's actions to be unacceptable to other users or an 'enjoyleisure' colleague.

General Conditions

Applicable for all Membership Types





- **enjoyleisure** sets the prices. Prices are reviewed annually and increases may be applied. A minimum of 14 days-notice will be given prior to any price adjustment.
- An induction course must be completed before access will be granted to the Bodyworks Gyms and Free Weights facilities.
- All exercise activities are undertaken at the user's own risk. Users who have been treated or are currently being treated for a medical condition, are advised to contact their GP prior to undertaking any physical activity.
- The opening hours are displayed at reception and notification will be given of any planned alterations to these times when possible.
- The facilities are available for use by members of the public on a pay and play basis as well as those with memberships.
- Supervision of all areas, at all times, is not guaranteed.
- For safe keeping all valuables and personal property should be secured in the lockers provided. Belongings are left at users own risk.
- For personal safety, users should not use the facilities if under the influence of alcohol or taking contra-indicated or illegal drugs.
- Suitable clothing must be worn when using the facilities.
- All users must follow the guidelines for safe and comfortable use of the facilities, which are displayed in the Centre.

Data Protection

- **enjoyleisure** takes your privacy seriously. We will use your personal information to manage your customer account and provide the services you have requested from us. We will additionally use your data for reporting and profiling purposes.
- During the application process we will utilise IT software to verify address details, mobile number, email address and bank account details. This is to ensure that the information inputted into our system is correct at the point of entry.
- All data collected will be held securely and retained by us, Enjoy East Lothian Ltd (**enjoyleisure**), as the data controller in accordance with the General Data Protection Regulations 2018.
- We will store your information with our contracted partners and software providers in order to assist us in delivering our services to you. This includes East Lothian Council and Forth Electrical Services who manage the Mercat Gait Centre in Prestonpans.
- Your data will not be sold to any other organisations. We will not share your information with any third parties, unless we are legally obliged to do so.
- We strongly advise you to review our full privacy policy, which is available to view via enjoyleisure.com

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Head Office | Musselburgh Sports Centre | Newbigging | Musselburgh | EH21 7AS

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Venue Contact Details

- | | |
|---|-----------------|
| • Aubigny Sports Centre, Mill Wynd, Haddington, EH41 4DB | T: 01620 820650 |
| • Dunbar Leisure Pool, Castlepark, Dunbar, EH42 1EU | T: 01620 820655 |
| • Loch Centre, Well Wynd, Tranent, EH33 2JX | T: 01875 824140 |
| • Meadowmill Sports Centre, By Tranent, EH33 1LZ | T: 01875 618997 |
| • Mercat Gait Centre, Preston Road, Prestonpans, EH32 9EN | T: 01875 815483 |
| • Musselburgh Sports Centre, Newbigging, Musselburgh, EH21 7AS | T: 0131 6535208 |
| • North Berwick Sports Centre, Grange Road, North Berwick, EH39 4QS | T: 01620 820730 |

Specific Membership Terms & Conditions

Please review the terms and conditions relevant to your chosen membership type.

[Swim Ticket](#)

[Week's Fitness Membership Pass](#)

[Fitness Plus and Fitness Membership Scheme](#)

[Get in the Swim, Swimming Lesson Membership Scheme](#)

[enjoyGymnastics and enjoyTrampolining Membership Scheme](#)

Swim Tickets





- A Swim Ticket entitles the holder to 12 swim sessions for the price of 10 at all East Lothian Swimming Pools.
- Full payment is required at the time of purchase.
- A Swim Ticket is valid for 12 months from date of purchase. All swims must be used within this time period.
- An official electronic record of redemptions is held by **enjoyleisure**.
- Swim Tickets allows access to the swimming pool during the stated opening hours. However it does not guarantee access within these times.

Week's Fitness Membership Pass

- **enjoyleisure's** Week's Fitness Membership Pass provides access to East Lothian's Bodyworks Gyms, Meadowmill Performance Gym, Swimming Pools, Saunas, Stream Rooms, Spa Pools and Fitness Classes as advertised.
- The pass is valid for 8 consecutive days from date of purchase, with the day of purchase counting as 'day 1'.

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- Full payment must be made at time of purchase
- No refunds or transfers available.
- All customers will be requested to complete a free gym induction prior to gaining access to the gym.
- Personal details and a photograph will be taken at the time of purchase and will be retained on our electronic database to identify you as the pass holder. Our full privacy policy can be viewed online at www.enjoyleisure.com
- Spaces within a fitness class can be pre-booked, which is strongly advised to avoid disappointment. Failure to show at a pre-booked fitness class may incur a £2 charge. All charges must be cleared before another fitness class can be booked.
- The Week's Fitness Membership Pass allows access to facilities during stated opening hours. However it does not guarantee access within these hours.

Fitness Plus Membership Scheme

1. MEMBERSHIP ENTITLEMENT

- 1.1 Membership allows access during stated opening hours, but does not guarantee access to facilities within these times. **enjoyleisure** retains the right to restrict access to the facilities for special events or planned maintenance. **enjoyleisure** retains the right to amend this scheme at any time.
- 1.2 **enjoyleisure** fitness members can enjoy access to East Lothian's Bodyworks Gyms*, Meadowmill Performance Gym*, Swimming Pools, Fitness Classes* and Health Suites* available at the Sports Centres detailed below. (*Age restrictions apply - see **Teen Memberships**).

2. MONTHLY DIRECT DEBIT FITNESS MEMBERSHIP





- 2.1 An initial pro-rata (cash/card) payment will be taken on application. Thereafter payments will then be collected from your nominated bank account on (or as near after) the 1st of the month on a rolling basis until one month's written cancellation notice is received.
- 2.2 Applications for memberships must be made in the name of the participant. Parental permission is required for all teen memberships under 16 years.
- 2.3. If the bank account holder is someone other than the name applicant (e.g. parent / guardian). The account holder must provide their contact details as requested overleaf.
- 2.2 When a member changes price band the membership fee will automatically adjust on the 1st of the month following the member's birthday.
- 2.3 Age restrictions apply for Teen Memberships, **please see section 5**.
- 2.4 Should a member default on a monthly payment, members will be notified and a cash/card payment will be required for the outstanding balance within 14 days to reinstate the membership. Failure to pay the outstanding balance will result in memberships being cancelled.

ID Verification

- 2.5 In order to safeguard both members and **enjoyleisure** from fraud and identity theft, ID verification checks may be required after applying for a direct debit membership.
- 2.6 You may be asked to present one form of Photographic ID, one form of Proof of Address and Proof of the Bank Account that the direct debit will be taken from at any Sports Centre reception after taking out a membership. When asked, failure to do so may result in your membership being cancelled.

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2.7 Approved forms of ID:

Proof of ID	Proof of Address	Proof of Bank Account Ownership
Passport Photo Driving Licence National Identity Card Local Authority Bus Pass Photographic Employee Card	Bank, Building Society Statement Utility Bill / Letter Council Tax Letter Driver's Licence Benefits Letter	Debit Card linked to Bank Account Bank, Building Society Statement

Suspensions

- 2.8 **enjoyleisure** offer members the opportunity to suspend their membership during periods of extended illness, or when the member is going to be out of the country for more than 4 weeks at a time.
- 2.9 Membership suspensions must be requested in writing (in advance for 'holiday periods' as soon as possible following diagnosis for medical conditions. Suspensions will not be given retrospectively.
- 2.10 All memberships suspensions are at the discretion of **enjoyleisure** management.
- 2.11 Following the agreed suspension period, direct debit payments will resume on a monthly basis as outlined in point 2.1.

Cancellations

- 2.12 Cancellation requests can be sent via email to **memberships@enjoyleisure.com** or by post addressed to **enjoyleisure** Head Office, Musselburgh Sports Centre, Newbigging, Musselburgh, EH21 7AS. We recommend you retain a copy of your cancellation request.
- 2.13 Recovery procedures may be instigated to obtain the 30 day notice period as per the membership agreement.
- 2.14 Following a membership cancellation, any future membership applications by the same customer may be subject to review and restrictions may be applied.

3. FITNESS COMMITMENT MEMBERSHIPS





- 3.1 Customers opting to purchase a 6 month commitment membership will receive approx. 5% discount on the monthly direct debit membership price.
- 3.2 Customers opting to purchase a 12 month commitment membership will receive 12 months for the price of 11.
- 3.3 Fitness Commitment Memberships must be paid up front in full by cash or credit / debit card.
- 3.4 Fitness Commitment Memberships are non-transferable and non-refundable.

4. TEEN MEMBERSHIPS

- 4.1 For all types of teen membership, week's pass, monthly or commitment membership, the membership must be held in the name of the applicant.
- 4.2 Parental permission is required for all teens under the age of 16 years. However payment may be made / direct debit set up under the name of another person (e.g. parent / guardian) **please see point 2.3.**
- 4.3 Teens 12-13 years can enjoy access to unlimited swimming, free gym induction, access to dedicated teen fitness classes and gym sessions. An adult (16+ years) is required to accompany teens 12-13 years during public gym sessions and designated "Teen Friendly" (TF) fitness classes.
- 4.4 Teens 14-15 years can enjoy access to unlimited swimming, free gym induction, access to dedicated teen fitness classes and gym sessions and designated "Teen Friendly" (TF) fitness classes. An adult (16+ years) is required to accompany teens 14-15 years during public gym sessions.
- 4.5 Please note all teens aged 12-15 years require to be accompanied at gym & fitness classes at the Mercat Gait Centre, Prestonpans.

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5. FITNESS CLASS, BODYWORKS GYMS & LANE SWIMMING BOOKINGS

- 5.1 Activity bookings can be booked up to 7 days in advance in person at the Sports Centre, over the phone or via www.enjoyleisure.com.
- 5.2 Class / Session Cancellations: if you are unable to attend a booked class / activity session, please contact the Sports Centre by phone or cancel your class booking online providing as much notice as possible. NB: The opportunity to cancel a session ceases 60mins before the start time online and 30mins over the phone.
- 5.3 Booked sessions not cancelled prior to the start time, will be subject to a £2 charge for members. If you fail to provide appropriate cancellation notice three times in a row, access to the online booking system will be denied, and all debts must be cleared before another booking can be made.
- 5.4 Please arrive no more than 10 minutes before the start of a session. To respect others, there will be no admission after a class has started.

6. PHOTOGRAPHS / KEY FOBS

- 6.1 Your photograph will be taken at the time of application which will be held on our system. This will be used to identify you and prevent any fraudulent use of your account.
- 6.2 You will be provided with an **enjoyleisure** key fob on application. Please bring this with you during every visit and present it at reception on arrival. This enables us to provide a speedier, more efficient service to all customers.

Get in the Swim, Swimming Lesson Membership

The below terms and conditions apply to **enjoyleisure's** Get in the Swim Membership Scheme and all aquatic activities associated with this programme.

1. MEMBERSHIP ENTITLEMENT

- 1.1 The membership will be held in the participant's name. The membership and its benefits are non-transferable and non-refundable.
- 1.2 Get in the Swim members can enjoy access to:
 - One swimming lesson per week throughout the duration of the **enjoyleisure** lesson schedule.
 - Free swims during public swimming sessions at each of East Lothian's swimming pools.
- 1.4 Membership allows access during stated opening hours, but does not guarantee access to facilities within these times. **enjoyleisure** retains the right to restrict access for the facilities for special events and planned maintenance.

2. ID VERIFICATION

- 2.1 In order to comply with banking regulations and to safeguard both the applicant and **enjoyleisure** from fraud and identity theft, the bank account holder may be requested to provide the following ID to authorise the direct debit payments:
 - 1 Form of Photographic ID
 - 1 Form of Proof of Address
 - 1 Form of Proof of Bank Account ownership (that the direct debit will be taken from).
- 2.2 If requested, failure to provide the relevant ID, may result in the membership application being denied and the participant will be removed from the lesson programme.
- 2.3 Accepted forms of ID:

Proof of ID	Proof of Address	Proof of Bank Account Ownership
Passport Photo Driving Licence National Identity Card Local Authority Bus Pass Photographic Employee Card	Bank, Building Society Statement Utility Bill / Letter Council Tax Letter Driver's Licence Benefits Letter	Debit Card linked to Bank Account Bank, Building Society Statement

3. DIRECT DEBIT PAYMENTS





- 3.1 Membership fees are set by **enjoyleisure** and are reviewed annually. A minimum of 14 days notice will be given to any adjustment of the direct debit payment.
- 3.2 Fees are set against the provision of 45 lessons per year. We aim to deliver 48 lessons per year but this is not guaranteed.
- 3.3 Membership fees will be taken by direct debit from a nominated bank account on (or as near after) the 1st of the month until 28 days written cancellation notice is received.
- 3.4 Should a member default on a monthly payment, members will be notified, and a cash/card payment will be required for the outstanding balance within 14 days to reinstate the membership.
- 3.5 Failure to do so will result in the membership being cancelled and the participant will be removed for the swimming lesson programme with immediate effect.
- 3.6 Recovery procedures will be instigated to obtain the 28 days notice period as per the membership agreement.

4. ACCESS TO LEISURE DISCOUNT

- 4.1 Access to Leisure card holders receive a 50% discount on the monthly direct debit membership fee. This

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- discount is subject to the member having a valid Access to Leisure subscription.
- 4.2 Should the Access to Leisure subscription expire / terminate, the monthly membership fee will automatically increase to the standard rate from the next direct debit payment.
 - 4.3 It is the member and their parent/guardian's responsibility to ensure that an Access to Leisure subscription is renewed at least 14 days prior to the next direct debit payment date.

5. CANCELLATION POLICY

- 5.1 Cancellation requests must be submitted in writing providing 28 days notice to either a Sports Centre Reception, by post to **enjoyleisure** Head Office, Musselburgh Sports Centre, Newbigging, Musselburgh, EH21 7AS or via email to memberships@enjoyleisure.com.
- 5.2 On receipt of a cancellation request, participants will be removed from the lesson programme at the end of the notice period. At this point the free swims benefit will also cease.

6. REFUND POLICY

- 6.1 Membership fees are non-refundable where the participant has either missed lessons due to illness, holidays or decided to withdraw from the programme altogether.
- 6.2 Consideration will be given where an extended leave of absence is required due to medical concerns. Any requests of this nature should be made in writing to memberships@enjoyleisure.com.
- 6.3 In unforeseen circumstances **enjoyleisure** reserve the right to cancel lesson(s) at short notice. Every effort will be made to contact participants as soon as possible. **enjoyleisure** will endeavour to rearrange cancelled lessons, however this may not always be possible.

7. PHOTOGRAPHS / MEMBERSHIP CARDS

- 7.1 Member photographs will be taken at the time of application which will be held on our system. This will be used to identify them and prevent any fraudulent use of their account.
- 7.2 Members will be provided with a Get in the Swim membership card. Members must register at reception for every visit, presenting their membership card to receive a free swim.

8. FREE SWIMS

- 8.1 Get in the Swim Members can enjoy free swims during public swimming sessions at each of East Lothian's swimming pools.
- 8.2 Swimming Pool opening hours will be displayed at reception and notification will be given of any planned alterations to these times where possible.
- 8.3 During public swim sessions, children under the age of 8 years must be accompanied by an adult (over 16) in the swimming pool at all times. A max ratio of 1 adult : 2 children applies.

enjoyGymnastics and enjoyTrampolining





The below terms and conditions apply to **enjoyleisure's** **enjoyGymnastics / enjoytrampolining** Membership Scheme and all associated activities with this programme. **enjoyleisure** retains the right to refuse an application, terminate a membership or usage without refund if they consider a user's actions to be unacceptable to others or **enjoyleisure** staff.

1 MEMBERSHIP ENTITLEMENT

- 1.1 The membership will be held in the participant's name. The membership and its benefits are non-transferable and non-refundable.
- 1.2 **enjoyGymnastics/ enjoyTrampolining** members will be entitled to one class per week up to a minimum of

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38 classes per year in line with the **enjoyleisure** class schedule.

- 1.3 Membership allows access during stated opening hours, but does not guarantee access to facilities within these times. **enjoyleisure** retains the right to restrict access for the facilities for special events and planned maintenance.

2 DATA PROTECTION

- 2.1 **enjoyleisure** takes your privacy seriously. We will use your personal information to manage your customer account and provide the services you have requested from us. We will additionally use your data for reporting and profiling purposes.
- 2.2 During the application process we will utilise IT software to verify address details, mobile number, email address and bank account details. This is to ensure that the information inputted into our system is correct at the point of entry.
- 2.3 All data collected will be held securely and retained by us, Enjoy East Lothian Ltd (**enjoyleisure**), as the data controller in accordance with the General Data Protection Regulations 2018.
- 2.4 We will store your information with our contracted partners and software providers in order to assist us in delivering our services to you. This includes East Lothian Council and Forth Electrical Services who manage the Mercat Gait Centre in Prestonpans.
- 2.5 Your data will not be sold to any other organisations. We will not share your information with any third parties, unless we are legally obliged to do so.
- 2.6 We strongly advise you to review our full privacy policy, which is available to view via enjoyleisure.com

3 DIRECT DEBIT PAYMENTS

- 3.1 The bank account holder may be asked to provide photo ID and proof of address to protect against fraudulent use.
- 3.2 Membership fees are set by **enjoyleisure** and are reviewed annually. A minimum of 14 days notice will be given to any adjustment of the direct debit payment.
- 3.3 Fees are set against the provision of 38 lessons per year for each activity. We aim to deliver 40 lessons per year for each activity but this is not guaranteed.
- 3.4 Membership fees will be taken by direct debit from a nominated bank account on (or as near after) the 1st of the month until 28 days written cancellation notice is received.
- 3.5 The membership fee will be taken for 10 months from September to June. During July and August, while classes are on summer break an administration fee of £1 will be taken.
- 3.6 Should a member default on a monthly payment, members will be notified, and a cash/card payment will be required for the outstanding balance within 14 days to reinstate the membership.
- 3.7 Failure to do so will result in the membership being cancelled and the participant will be removed for the **enjoygymnastics/ enjoyTrampolining** lesson programme with immediate effect.
- 3.8 Recovery procedures will be instigated to obtain the 28 days notice period as per the membership agreement.

4 ACCESS TO LEISURE DISCOUNT





- 4.1 Customers with an Access to Leisure subscription receive a 50% discount on the monthly direct debit membership fee. This discount is subject to the member having a valid Access to Leisure subscription.
- 4.2 Should the Access to Leisure subscription expire / terminate, the monthly membership fee will automatically increase to the standard rate from the next direct debit payment.
- 4.3 It is the member and their parent/guardian's responsibility to ensure that an Access to Leisure subscription is renewed at least 14 days prior to the next direct debit payment date.

5 CANCELLATION POLICY

- 5.1 Cancellation requests must be submitted in writing providing one month's notice to either a Sports Centre Reception, by post to **enjoyleisure** Head Office, Musselburgh Sports Centre, Newbigging, Musselburgh, EH21 7AS or via email to memberships@enjoyleisure.com
- 5.2 On receipt of a cancellation request, participants will be removed from the lesson programme at the end of the notice period.

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6 REFUND POLICY

- 6.1 Membership fees are non-refundable where the participant has either missed lessons due to illness, holidays or decided to withdraw from the programme altogether.
- 6.2 Consideration will be given where an extended leave of absence is required due to medical concerns. Any requests of this nature should be made in writing to memberships@enjoyleisure.com
- 6.3 In unforeseen circumstances **enjoyleisure** reserve the right to cancel lesson(s) at short notice. Every effort will be made to contact participants as soon as possible. **enjoyleisure** will endeavour to rearrange cancelled lessons, however this may not always be possible.

7 PHOTOGRAPHS

- 7.1 Member photographs will be taken at the time of application which will be held on our system. This will be used to identify the member and prevent any fraudulent use of their account.

8 GENERAL CONDITIONS

- 8.1 Sports Centre facilities are available for use by members of the public on a pay and use basis as well as those with memberships. All users must follow the guidelines for safe and comfortable use of the facilities.
- 8.2 Suitable clothing must be worn when using the facilities.
- 8.3 Valuables and personal property should be secured in the lockers provided. Belongings are left at user's own risk.
- 8.4 Parents / guardians of children under 8 years must stay in the Sports Centre while their child is participating in a coached activity.
- 8.5 **enjoyleisure** reserves the right to amend the **enjoyGymnastics/ enjoyTrampolining** Membership terms and conditions at any time without prior notification. An up-to-date copy of the full terms & conditions is available to view on www.enjoyleisure.com.

9 PHYSICAL DISTANCING MEASURES

- 9.1 Through the Sports Centres precautionary and preventative safety measures have been put in place to comply with physical distancing and enhance cleaning and hygiene measures to keep all customers and colleagues safe following the Coronavirus pandemic. Customers must adhere to these measures, which may be subject to change in accordance with Government advice and updates.