

TERMS & CONDITIONS of Membership

The following terms and conditions of membership use are to be read fully and signed prior to completing and signing an acceptance form for membership. Anyone who subscribes to membership or who is issued a membership shall not be entitled to make use of the facilities in the centre until such time as a copy of this form has been signed, indicating their understanding and acceptance of these terms and conditions, and a copy thereof has been signed, provided to and accepted by the Centre.

This agreement, along with the Birr Leisure Centre Members Code of Conduct, which can be found on our website, will constitute an agreement between Birr Leisure Centre and the applicant for membership.

1. Anyone who wishes to become a member of Birr Leisure Centre identified must complete an application form which must be submitted to the Centre Office, along with the prescribed payment.
2. The member is responsible for ensuring that Birr Leisure Centre has up-to-date information, which should include (a) Correct Address, (b) Correct telephone number, (c) E-mail address and (d) medical information. It is the responsibility of the member to ensure that the details of their medical history are true and accurate in every respect and that Birr Leisure Centre staff have been fully apprised by the member of their medical conditions and/or concerns. This information will be relied upon in its entirety by Birr Leisure Centre in their assessment of the ability of the member to perform any exercises or to use any exercise equipment at Birr Leisure Centre.
3. Applications accompanied by a cheque will be processed when the cheque has been cleared. Applications accompanied by direct debit subscriptions will be processed when the Applicant's bank has accepted the direct debit mandate, and this has been confirmed to Birr Leisure Centre.
4. Membership of the facility will last for the duration of the term specified by the membership category. Members will not be entitled to a refund if they choose to stop using the centre or should they decide for any reason that they wish to discontinue the membership.
5. Direct Debit Subscriptions will run for a minimum period of six calendar months from the date on which the signed and accepted form has been furnished to the applicant. After the minimum period, your membership will continue until you advise us otherwise and cancel your membership as outlined in point 6. Birr Leisure Centre Management reserves the right to increase or decrease the monthly Direct Debit subscription. Birr Leisure Centre Management undertakes that such a variation in the monthly Direct Debit subscription will be posted on various locations throughout the centre as well as on our website up to two months prior to such a price variation. Birr Leisure Centre Management will not contact members directly.
6. Birr Leisure Centre Management reserves the right to increase or decrease the membership subscription. Birr Leisure Centre Management undertakes that such a variation in the monthly membership subscription will be posted on various locations throughout the centre as well as on our website up to two months prior to such a price variation. Birr Leisure Centre Management will not contact members directly.
7. Notifications to cancel your membership must be made in writing to the leisure centre manager and to your bank, affording a minimum of one month's notice to the Birr Leisure Centre. Cancellations must be made before the 7th of the month in order to cancel for the following month, so long as the minimum membership period has been completed. Applications to cancel received after the 7th will be cancelled at the end of the following month. You will remain liable for membership fees until such time as your membership is officially terminated, and Birr Leisure Centre reserves the right to collect any outstanding monies. If your bank returns a failed payment on your account, we will contact you about this failure of payment and the associated reasons for this. We will seek to recover this payment again from your account and will continue to apply for payment by direct debit for up to three months. Payments can be made directly to Birr Leisure Centre at the reception desk. In the event of any charges arising by reason of failure to meet the direct debit mandate, then you will be responsible to us for all such charges. A minimum charge of €10 will apply. Cancelling your direct debit with your bank does not mean that you have given us notice to end your membership, and you will remain liable for membership fees (and bank charges where applicable) until such time as you notify us in writing of your cancellation.

8. You can Freeze Direct Debit memberships in the following circumstances only – Medical reasons or Work Relocation reasons. All other types of memberships, including Promotional short-term (2 or 3-month) memberships, cannot be frozen. Memberships can only be frozen for a minimum period of 2 months and a maximum period of 6 months, entirely at the discretion of the Management. To freeze your membership, you must apply using the Freeze Membership Request Form and provide supporting evidence, i.e. doctor's letter or employer's letter. A Membership can only be frozen once during a 12-month period. A charge of €10 per month applies to frozen memberships. This charge must be paid fully upfront. For Direct Debit Memberships, your regular monthly charge will automatically be charged at the end of the notified freezing period.

9. Children under 3 years at the date of joining are free of charge when included on a membership until their 3rd birthday. A charge will then apply after their 3rd birthday.

10. Members on a Student Membership are responsible for providing current club-recognised Student ID; otherwise, the Standard Membership pricing structure shall apply. Please ask your membership advisor for details on ID accepted. On renewing your student ID, the ID must be received by the 20th of the month prior to the direct debit being applied.

11. The Management reserves the right not to accept or refuse an application for membership entirely at its own discretion. In such cases, the relevant fees will be refunded as soon as is practically possible.

12. Management shall, from time to time, determine the amount of the subscription and charges. A current list of the charges in force from time to time will be available at the reception desk, and the list of charges as maintained by the Centre Management shall be regarded as authoritative and final. Membership Fees/charges payable in relation to the use of the facilities on any given day shall be those prevailing as of the date of any reservations or bookings.

13. The Management reserves the right to terminate, without notice, a membership. It shall be at the sole discretion of the Management whether or not all or part of the membership fee is refundable in such circumstances. The Management shall also have the right to refuse entrance to any membership holder or any other person or prevent such persons from using the facilities at their discretion. Without taking away from the generality of the above, we may terminate your membership and/or refuse you entry if; a) You seriously or repeatedly break either the "Conditions of Membership" or "Birr Leisure Centre Members Code of Conduct" and you do not or cannot put it right within seven days of us writing to you about it or; b) Another person uses your membership card or ID to get into the centre or; c) You or someone accompanying you uses rude or abusive language or threatens or uses violent behaviour at the centre or acts in any way which disturbs the enjoyment of the centre by other members or staff, or is deemed by the Management to be detrimental to the welfare, good order, safety of character of the centre or its members.

14. The Management reserves the right to refuse the renewal of a membership at its discretion without giving any reasons for such a refusal.

15. Membership holders must respect pool timetable restrictions. Membership holders must respect capacity restrictions and follow all guidance proffered by Centre staff and signage.

16. Membership cards must be swiped/presented at reception prior to entry on every visit. If you are unable to produce a valid membership card, proof of identity may be requested. Any member who loses their membership card may apply for a replacement, for which a €5 charge will be made. The member agrees to provide an electronic photographic identification which the centre can hold on file.

17. Birr Leisure Centre Management reserves the right to amend and add to these "Conditions of Membership" and the "Birr Leisure Centre Members Code of Conduct" as it sees fit, and the member shall observe any amended or additional conditions or rules so made.

18. All memberships, including annual memberships, are non-refundable and non-transferable.

19. It may be necessary to undertake essential maintenance to the facility and its equipment at any time. Every attempt will be made to provide advance notice and to minimise disruption and inconvenience. BIRR Leisure Centre cannot be held responsible for any service or equipment that is unavailable due to breakdown or fault. We may alter the hours of business, activity programmes and prices and reserve the right to refuse admission. We reserve the right to recompense members only in the event of a full and prolonged closure at our sole and absolute discretion.

20. We do not accept responsibility for the loss or damage to property on the premises, nor do we accept responsibility for illness, injury, or death on the premises, save and except for those proven and found to be as a direct result of our negligence. Vehicles parked on the leisure centre property (including the car park) and all contents therein are the responsibility of the member, and BIRR Leisure Centre will not accept any liability for loss or damage to any property, vehicles, or possessions while on the premises. It is the member's responsibility to ensure that they are fit to use the facilities, and members should inform us in writing if any health or any medical conditions experience change or if the member feels that they require further consultation or attention from BIRR Leisure Centre staff.

21. The terms of this Agreement do not infringe upon any other right legally enjoyed by the consumer under consumer legislation (Sale of Goods and Supply of Services Act 1980) or the Direct Debit Guarantee scheme.

22. GDPR Notice: By signing this form and becoming a member, I expressly consent to the retention of my name, email address and any other personal details I have provided on this form for the sole purposes of the completion of this form and dealing with my membership. I also acknowledge that this data will be retained for training or mentoring purposes of me being a member and that I may seek removal of my data or complete a subject access request. I understand that my data (name and email and any other personal details) will be stored on a secure server for this purpose and that it will not be shared with anyone.

23. If the applicant for membership is under 18 years of age, this form must be signed by a parent or legal guardian.

24. If you are paying your membership directly to the centre and not by direct debit, you must pay before the due day that you signed up. If you can not make it in before the date, you can contact us over the phone, and a member of staff can take your payment details over the phone.

25. On joining BIRR Leisure Centre, the member accepts and agrees to be bound by the above Conditions of Membership, which incorporate the "BIRR Leisure Centre Members Code of Conduct".

26. In the event the member does not return the signed contract and subsequently uses of the facilities, the member, having been provided with the Contract and Terms and Conditions of membership and/or use of the facility, is deemed to have consented and accepted the terms as stated and must then adhere to the terms and conditions of the Conditions of Membership.

27. The facility may be closed on Christmas Eve, Christmas Day, St Stephen's Day, New Year's Eve and New Year's Day, and when the facility is open over the Christmas period, the facility operates at Bank Holiday hours or slightly altered hours.



Membership Freeze Request Form

First Name

Last Name

Member ID Number

Email Address

Phone Number

Address

Eir Code

When do you want it to be frozen?

Expected date of return

Reason for freezing your membership

Agreement

- I understand that this request freeze needs approval. When reactivating the membership, approval is required as well.
- I understand that I won't be able to enjoy the benefits of the facilities and promos while my membership is on freeze.
- **For medical reasons, a doctor's note is required.**
- While on freeze, you will not be charged for the term subscription.
- The annual membership will be extended based on the number of months your account is on hold.

Member's Signature:

Date:

Approver Section

Approved By

Approver Signature

Date:

Approved

OR

Denied