

Sport Wales National Centre

Membership Terms and Conditions

1. These terms and conditions

- 1.1 These are the terms and conditions of your membership and terms and conditions of you using the Sport Wales National Centre, Sophia Gardens, Cardiff, CF11 9SW ("Centre"). Please read these terms and conditions carefully before you become a member.
- 1.2 These terms and conditions form part of your agreement with us and replace any previous terms and conditions.

2. Information about us and how to contact us

- 2.1 We are The Sports Council for Wales, a company created by Royal Charter, trading as Sport Wales. Our company registration number is RC000579.
- 2.2 You can contact us by telephoning our consumer service team at 0300 300 3123 or by writing to us at swnc.reception@sport.wales or Sport Wales National Centre, Sophia Gardens, Cardiff, CF11 9SW.
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when you became a member. You must inform the Centre's reception of any changes to your contact details.
- 2.4 When we use the words "writing" or "written" in these terms, this includes emails.

3. Our agreement with you

- 3.1 Your membership agreement is with us is made up of:-

- 3.1.1 your signed membership application form; and
- 3.1.2 these terms and conditions.

These documents together form a legal, binding agreement between you and us.

- 3.2 These terms and conditions will prevail over any inconsistent terms endorsed on, delivered with, contained in or referred to in the membership application form.
- 3.3 You can complete the sign up process either online at or in person at Sport Wales National Centre, Sophia Gardens, Cardiff, CF11 9SW ("**Centre**").

- 3.4 Your agreement commences on:-
- 3.4.1 submission of your completed membership application form; and
 - 3.4.2 payment of the annual membership fee (for Bronze membership) or the first monthly instalment (for Gold and Silver memberships).
- 3.5 Members wishing to use the gym must complete a health questionnaire or health commitment statement and a gym induction.

4. Types of Membership

- 4.1 We offer the following types of membership at our Centre to persons aged 16 or over:-
- 4.1.1 **Bronze** – this entitles you to use our Centre on a pay as you go basis at a discounted rate.
 - 4.1.2 **Silver** – this entitles you to access the cardio and free weights gym, fitness classes and to a discount on racket sports bookings.
 - 4.1.3 **Gold** – this entitles you to access the cardio and free weights gym, fitness classes plus racket sports (subject to availability).
- 4.2 Each of the memberships set out in clause 4.1 will fall into one of the following categories:-
- 4.2.1 Adult;
 - 4.2.2 Concession;
 - 4.2.3 Junior (aged 17 or under);
 - 4.2.4 Senior Citizen (aged 60+); or
 - 4.2.5 Student.
- 4.3 All discounted memberships are subject to you providing adequate proof of eligibility.
- 4.4 All junior memberships must be approved by someone aged 18 or over, with parental responsibility.

5. Membership Fees

- 5.1 The cost of your membership will depend on the type of membership you have chosen. Membership prices (which include VAT) can be found on our website www.sportwalesnationalcentre.org.uk. Such prices are subject to change in line with clause 11.
- 5.2 During your membership, you must pay your membership fees whether or not you make use of the Centre.

5.3 When your membership ends for any reason, and we have taken the final payment from you, it is your responsibility to cancel any direct debit which you may have with us. You should not cancel any such direct debit before your membership has ended, as if you do so we will not be able to collect any remaining payments you owe. In such event, we will contact you about this.

6. Payment Method

6.1 For Bronze memberships the annual joining fee is payable on submission of your membership application. Members are then required to pay for their usage each time they wish to use a facility at the applicable price. Pay as you go prices for facilities can be found on our website www.sportwalesnationalcentre.org.uk. After the full calendar year has elapsed, Bronze members will be given the opportunity to renew their annual membership.

6.2 For Silver and Gold memberships, you must pay your membership fee in advance every month by direct debit. You must sign a direct debit mandate form on submission of your membership application, and we will take payment on or around the first working day of each month.

6.3 For Silver and Gold memberships, you commit to be a member and to pay the monthly membership fee for at least one full calendar month. After the full calendar month has elapsed, your membership will continue on a monthly basis, but you can cancel this in line with clause 8.2.

6.4 When purchasing a Silver or Gold membership, if you join on or before the 14th day of the month, you will need pay for the remainder of the month (on a pro-rata basis) by cash, debit or credit card on submission of your completed application form (subsequent monthly payments will be taken by direct debit in accordance with clause 6.2). If you join on or after the 15th day of the month, you will need pay for the remainder of the month (on a pro-rata basis) plus the following monthly payment by cash, debit or credit card on submission of your completed application form (subsequent monthly payments will be taken by direct debit in accordance with clause 6.2).

7. Failure to Pay

7.1 In the event that you do not pay your monthly membership fee (if applicable) or any other fees or charges you have agreed to pay because:-

7.1.1 The account details you gave us for the direct debit are wrong, we will ask you to pay by cash, debit or credit card and you will be asked to complete a new direct debit mandate form;

7.1.2 There is not enough money available in your bank account, we will ask you to pay by cash, debit or credit card. You are responsible for any charges imposed by your bank in connection with any failed payment attempts.

7.1.3 You have cancelled your direct debit without giving us notice, we will take this as deemed notice to cancel your membership.

7.2 While you owe us payments you will not be allowed to use the Centre or the facilities.

8. Your right to cancel your membership

8.1 If you have purchased your membership online, you have a legal right to change your mind within fourteen (14) days of commencement of your membership and to receive a refund. The fourteen (14) day period commences on your membership start date. This is called the cooling-off period. If you choose to cancel your membership during the cooling-off period, we will give you a full refund of the fees you have paid. If you wish to cancel your membership during the cooling-off period, you must give written notice to the Centre's Customer Service Office at swnc.reception@sport.wales or fill in a membership cancellation instruction form.

8.2 You may also cancel your membership if you have purchased your membership in person at the Centre and after the period set out in clause 8.1 (for memberships purchased online) at any time. To cancel your membership you must give written notice to the Centre's Customer Service Office at swnc.reception@sport.wales or fill in a membership cancellation instruction form. On receipt of the form, we will cancel the membership from the next direct debit transaction date. However please note that if cancellation occurs after the 15th day of any given month, a direct debit will proceed on the 1st day of the following month and we will allow access to the facilities as per membership type up to the last day of that month. Any refund of membership fees on cancellation is at our sole discretion.

9. Our right to cancel

9.1 We may cancel your membership at any time without giving you notice if:-

9.1.1 We consider that you are not medically or physically able to use the facilities safely;

9.1.2 You seriously, or repeatedly breach these terms and conditions;

9.1.3 You allow another person to use your membership card to gain access to our Centre; or

9.1.4 If you and/or any of your guests use offensive, abusive or discriminatory language or threaten violent, offensive or intimidating conduct at our Centre, or in our reasonable opinion if your behaviour or conduct does or may put our employees and/or other members and/or guests at risk.

10. Your rights to make changes

10.1 Membership upgrades can be made available and may incur a pro-rata charge to cover the period between upgrading the membership and the first payment being taken at the new rate by direct debit. A membership amendment form is available from the Centre reception.

10.2 Membership downgrades can only be arranged upon completion of a membership amendment/cancellation instruction form, available from the Centre reception.

11. Our rights to make changes

11.1 From time to time we may change our membership fees. We will inform you of any change to direct debit fees by email or post and we will give you at least one full calendar month's notice before the change comes into effect.

11.2 We may, without notice to you, make reasonable changes to these terms and conditions.

11.3 When we make changes that may affect you, we will give you notice of the changes we plan to make by displaying the changes at the Centre for one calendar month. If you are not happy with the changes, you can cancel your membership as set out in clause 8.2.

12. Our right to refuse prospective members

12.1 We may, at any time, refuse to permit you to become a member, if we have reason to believe that your behaviour or conduct does or will, or in our reasonable opinion may, put our employees and/or members and/or guests at risk.

13. Membership Cards

13.1 We will give you a membership card. Membership cards must be shown and swiped on each visit or the standard charge will apply. A photograph of you will be taken on joining for identification purposes.

13.2 Membership cards are non-transferable.

13.3 Damaged, lost or stolen cards must be reported to the Centre's reception. A replacement card fee may be charged.

14. Facilities

14.1 Although every attempt will be made to keep to the published programme, we reserve the right to change the opening times and activities. We will endeavour to give appropriate notice should this happen, however some activities may not be able to take place due to unforeseen circumstances.

14.2 Members must comply with conditions of use displayed in facility areas.

14.3 The Centre provides free car parking to customers when using the Centre (subject to availability).

- 14.4 Members may book racket sports seven (7) days in advance. Members who book a court and do not attend may be charged the member rate for the court on their next attendance.
- 14.5 The fitness class programme may be amended without prior notification and spaces are allocated on a first come first served basis. Members may book classes seven (7) days in advance. Members who book a class and do not attend may be charged the non-member rate for the class on their next attendance.
- 14.6 Admission to group exercise classes may be denied if members arrive after the class start time at the discretion of the class instructor or Centre management.
- 14.7 Unless otherwise advertised, all court bookings are for 55 minutes, except for squash which is for 40 minutes. Fitness classes are for 45 minutes. There are no time limits for use of the gyms. Multiple entries to the gym are permitted throughout the day, members must report to reception, and present their membership card and pay if required on each occasion.

15. Racket Sports

- 15.1 A maximum of four (4) players are permitted per booking.
- 15.2 The member must be present and playing at the time of booking.
- 15.3 Spectators are not permitted courtside.
- 15.4 A maximum of one (1) court can be booked within any time slot.
- 15.5 A maximum two (2) hour court/session can be booked at any one time/day.

16. General Information

- 16.1 The Centre will provide a minimum of one (1) months' notice when the Centre is to close (e.g. during the Christmas period/bank holidays/staff training days). The fees and charges published reflect these closures and no additional time will be added to compensate you. Please enquire at the reception desk, check notice boards / social media and our website for information.
- 16.2 We reserve the right to close the Centre or specific areas for cleaning, maintenance and refurbishment work or in the event of an emergency. Prior notice will be given unless circumstances outside of the Centre's control create the necessity for immediate closure.

17. Events beyond our reasonable control

- 17.1 If we cannot provide all the services and facilities at the Centre for thirty (30) consecutive days or more, or services and facilities are significantly reduced for thirty (30) consecutive days or

more, for reasons or events beyond our reasonable control, you or we can cancel your agreement immediately by written notice.

- 17.2 Reasons or events beyond our reasonable control could include, for example, but are not limited to natural disasters, government actions, war, national or regional emergency, acts of terrorism, protests, riot, fire, explosion, flood, an epidemic, pandemic and strikes or other labour disputes (not relating to our workforce).

18. Mobile phone/photography policy

- 18.1 Photography of all types is not permitted in sensitive areas, including but not limited to:-

18.1.1 Changing rooms;

18.1.2 Toilets;

18.1.3 Gyms; and

18.1.4 Fitness classes.

- 18.2 Exceptions in activity areas may be permitted with the written consent of the Centre management.

19. Queries

- 19.1 If you have any queries about these terms and conditions or your membership agreement, please speak to the Centre's reception.

20. Our responsibility for loss or damage suffered by you

- 20.1 When we carry out health assessments and exercise questionnaires, we may identify possible problems with you taking part in exercise and recommend that you seek medical advice. We are not responsible if you ignore our recommendations and continue to exercise at the Centre.

- 20.2 You must make sure that you can do the exercise provided in any exercise programme you follow or class you go to.

- 20.3 We cannot guarantee that all facilities at the Centre are available at all times due to maintenance issues, facility or equipment breakdowns or malfunctions.

- 20.4 We cannot accept liability for theft or loss or damage to your property in the Centre or in the car park unless the theft or loss or damage was caused by our negligence.

- 20.5 Nothing in these terms and conditions shall limit or exclude our liability for:-

- 20.5.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors (as applicable);
 - 20.5.2 fraud or fraudulent misrepresentation; or
 - 20.5.3 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 20.6 Subject to condition 20.5 above:-
- 20.6.1 We shall under no circumstances whatsoever be liable to the member whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of earnings, or loss of profit, or any indirect or consequential loss arising under or in connection with the member's use of the Centre and/or its facilities; and
 - 20.6.2 the total liability of Sport Wales to the member in respect of all other losses arising under or in connection with the member's use of the Centre and/or its facilities, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the sum of the total amount paid by you for your membership and/or the services giving rise to the liability in the twelve (12) months preceding the first incident out of which the liability arose.

21. How we may use your personal information

- 21.1 We will only process personal information you give us in accordance with the applicable data protection laws and Sport Wales Privacy Policy which can be found on our website www.sport.wales/privacy/. This includes how we protect your information, who we are allowed to give it to and how to exercise any of your rights in relation to it.

22. Other important terms

- 22.1 We may transfer our rights and obligations under these terms and conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 22.2 You may only transfer your rights or your obligations under these terms and conditions to another person with our written consent.
- 22.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 22.4 Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 22.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 22.6 These terms and conditions are governed by the laws of England and Wales and you can bring legal proceedings in respect of your membership in the English and Welsh courts. If you live in Scotland you can bring legal proceedings in respect of your membership in either the Scottish or the English and Welsh courts. If you live in Northern Ireland, you can bring legal proceedings in respect of your membership in either the Northern Irish or the English and Welsh courts. You agree that all disputes relating to your membership and or our agreement with you which we are unable to resolve between us will be subject to the non-exclusive jurisdictions of the English and Welsh courts or if you live in Scotland, the Scottish courts or if you live in Northern Ireland, the Northern Irish courts.

Version 2.

9th January 2025.