



Barn Elms
Archery Club

LEISURE AND SPORT SERVICES Terms and Conditions

Club Membership Conditions

Below we set out the terms and conditions pertaining to membership of the Barn Elms Archery Club. Please contact us at besc@enablelc.org or telephone 0203 959 0055 during office hours if you have any queries or would like further information on any of the terms.

1. About the agreement

- 1.1. References to 'you', 'your' or 'yours' relate to the person entering into this membership, 'member' as defined below. Reference to 'we', 'us' or 'our' relate to Barn Elms Sports Centre operated by Enable Leisure and Culture. A 'member' is a person who pays the subscription fees in advance monthly via direct debit and has been signed up under agreement of the club's rules. The 'club' relates only to the archery club on site at Barn Elms Sports Centre, and no other Enable LC facilities, nor any other areas on the Barn Elms site.
- 1.2. Duration - your membership is active for the period that has been paid, one month in advance as detailed below under 'fees'. Your agreement to the terms and conditions are maintained for any period in which you are a member, disregarding any gaps in membership until a period of 12 months has lapsed.

2. Payment - Direct Debit

- 2.1. The direct debit is payment for 1 person only – nobody other than yourself (the member name on the document) can shoot under your membership. Unfortunately, we can't carry forward unused sessions or refund direct debit payments once they've been collected - everything needs to work 'forwards' so that you pay for the upcoming month's shooting as a direct debit. The system that we're using is called 'Harlands' (safeguards assured by the direct debit guarantee) and this is what may appear on your statement as opposed to 'Enable Leisure and Culture'. Unfortunately, we cannot provide refunds or part refunds if the club is closed for reasons beyond our control, over periods of seasonal holidays or for Bank Holidays. Please note that we start your term of membership on the day that we receive the instruction to set up the Direct Debit.
- 2.2. Membership fees are subject to changes, any changes to fees will be communicated to members via email, or on site at the club, verbally and through signage.

3. Cancellation and freezing

- 3.1. We reserve the right to cancel your membership at any time, if there has been a breach of the club rules or any deviation from the terms and conditions laid out in paragraph 5.
- 3.2. Please refer to the Harlands direct debit terms and conditions (appendix 1) for further information around the payment policy.
- 3.3. Memberships can be frozen in line with the following conditions;

in the event of a temporary illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for a period of time.

The maximum time that you can freeze for is 3 months and can only be done once per 12 month period from the first date of the freeze.

Please note – ANY Freeze will not be affected until the appropriate proof is provided and received (in writing or via email) by Harlands or the Club.

Please note – A freeze period does not affect the Minimum No. of Direct Debit Payments you are due to make and any payments remaining at the time of freezing.

4. Your Obligations

- 4.1. As a member of the club you are obliged to meet the payment terms outlined in paragraph 2.
- 4.2. You must, at all times obey the safety rules of the club and the terms laid out in this document. Failure to do so could lead to termination or suspension.
- 4.3. You must take into consideration the other users of the site and respect the environment around you.
- 4.4. You must have your membership card on you at all times on site, failure to do so means that we reserve the right to turn you away from participation on site.

5. Termination of Membership

- 5.1. We require notice of 30 days prior to your next due payment for cancellation, failure to do this may incur the fee of the following month's membership. Cancellation needs to be processed and confirmed via email to a member of the Barn Elms Sports Centre staff.
- 5.2. We reserve the right to terminate a membership for any breach of the rules that govern the club, or failure to make payment on the allotted day.
- 5.3. A breach of the club's rules and etiquette deemed not to be a termination issue, could lead to a 30-day suspension from the site. This suspension would commence from the date that



you are contacted by the club and will end 30 days thereafter. At this stage, it will be at the discretion of the site management team whether termination is necessary.

- 5.4. During a period of suspension, we will freeze your account so that payments are not deducted until a conclusion is reached on the continuation of the membership.

6. Liability Waiver

I hereby understand and acknowledge that the participation and physical activity undertaken at the Barn Elms Archery Club may expose myself and others to inherent risks including accidents, injury, illness or even death. I acknowledge all risk of injuries associated with participation including but not limited to, falls, contact with other users and their behaviour, and the effects of weather; including high heat/humidity and all other such risks are known and appreciated.

I acknowledge my responsibility in communicating physical and psychological concerns that may conflict with usage of the club. I hereby acknowledge that I am physically and mentally capable of partaking in the activities at Barn Elms Archery Club alongside other members of the club and public.

Any deviance from the Terms and Conditions outlined in this document, or the club's safety rules that lead to an incident will be my responsibility and liability is accepted.

Having read this waiver and being fully aware of the facts outlined and in acceptance of my usage of the archery club within Barn Elms Sports Centre, I agree for myself, or anybody acting on my behalf to 'Waive and Release' Enable Leisure and Culture and Barn Elms Sports Centre, its officers, agents, employees, representatives and successors from any responsibility, liabilities, demands or claims of any kind arising out of my usage of the facility.

By my signature at the foot of this document, I indicate that I have read and understood the terms of this Waiver of Liability. I am aware that this is a 'waiver and release of liability' and voluntarily agree to its terms.

7. Personal Information

Information may be taken to keep you updated with Archery Club news and changes, any personal data will be kept in accordance to the GDPR laws that are due to be enforced from 2018 in relation to Enable Leisure and Culture policy.



8. General

- 8.1. As part of your agreement, you agree to all of the safety rules set out by us and acknowledge that these are available to you on site to view any changes that may have occurred since starting your membership.
- 8.2. We reserve the right to amend the terms and conditions outlined in this document, and changes will be communicated via email, and the most up to date version will be available to view at the Barn Elms reception as a hard copy.
- 8.3. The decision of the Barn Elms member of staff is final. Any disputes need to be put in writing to the Centre Manager.
- 8.4. The use of pure carbon arrows is strictly prohibited on site.
- 8.5. All members are responsible for making sure that any arrows brought to site are collected and taken away at the end of the session. Any missing arrows must be reported to site staff.

MEMBER SIGNATURE: _____

Print Name: _____ Date: _____

For office use only:

AUTHORISING SIGNATURE: _____

Print Name: _____ Date: _____



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Appendices

Appendix 1:

TERMS & CONDITIONS Membership management services provided by Harlands Services Ltd - HELPLINE – 01444 449 166 / c.service@harlandsgroup.co.uk / 2nd Floor Rockwood House, 9-17 Perrymount Road, Haywards Heath, RH16 3TW. Reg. in England No. 2982925 VAT Reg. No. GB 799711370

PRINCIPLE TERMS 1. This agreement is an agreement between you, us and Harlands Services Ltd ("Harlands"). This agreement commences once you have indicated your acceptance in the Declaration section of this web sign up process. If you did not sign up on the club's premises you have 14 full days after signup to cancel this agreement for any reason. To exercise this right you must inform Harlands or the club of this by post, email or telephone using the details above. You can use the cancellation form on page 2 of this document but it is not obligatory. If you exercise this right to cancel we will reimburse you all joining and membership fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service before requesting to cancel then we will reduce your membership fee refund by a pro rata amount equal to the number of days from signup to the date cancellation was requested. 2. Your membership starts immediately. 3. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen, subject to your timely payment of the fees and charges set out below and the successful processing of your direct debit instruction. 4. Harlands provides direct debit payment services to you and administers our agreement with you, in consideration for which you agree to pay all the fees and charges associated with your Membership and set out below to Harlands. FEES AND CHARGES 5. The Joining Fee / Initial Payment is due and payable immediately on execution of the agreement and is not refundable other than in the event of breach or negligence by us or on the valid exercise of your statutory cancellation rights, as set out in the Principle Terms above. 6. Your obligations to Harlands include payment of the Direct Debit Payment Amount. You are obligated to make the "Minimum No. of Direct Debit Payments" stated with the first one being paid on the 1st Direct Debit Payment Date and then every month thereafter. You are obligated to make every Direct Debit Payment regardless of non attendance, except where the Agreement is cancelled in accordance with the cancellation terms below or under your statutory cancellation rights, as set out in the Principle Terms above. 7. If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay Harlands on demand (i) an initial administration fee of £25; and (ii) any and all further reasonable costs incurred by Harlands in recovering the due fees and charges from you, including costs in tracing you if you have changed your address without telling us. Harlands' right to recover these fees and costs shall be in addition to and without limitation of our rights or those of Harlands which may exist notwithstanding the terms of our Agreement. 8. You agree to advise us promptly of any change to the Members Details provided. 9. If you fail to pay any amount due under this agreement for a period of more than thirty days, then we or Harlands may pass the debt to a third party company for collection. In addition to any costs and charges Harlands may be entitled to under clause 7, the reasonable and direct costs incurred in employing the third party company will be borne by you, including costs in tracing you if you have changed your address without telling us. AUTOMATIC RENEWAL 10. Once you have completed the Minimum No. of Direct Debit Payments we will automatically continue collecting the Direct Debit Payment Amount every month. Your membership will be extended by one month for each payment ("Renewal Period"). This renewal Direct Debit payment amount may only be amended if we advise you in writing giving not less than 30 days notice. Please note if your membership included the benefit of a free period then we will stop making collections during that free period and recommence making collections on the renewal date. 11. You may prevent the Automatic Renewal at any time by giving notice to our Helpline (you should give us not less than 30 days notice). When the final minimum period payment has been taken you should also cancel your Direct Debit mandate directly with your bank. 12. Once you have completed the Minimum Number of Direct Debit payments you can cancel your Automatic Renewal payments by contacting our Helpline (you should give us not less than 30 days notice). After the final payment has been taken you should also cancel your Direct Debit mandate directly with your bank. CANCELLATION 13. Relocation: This agreement can be cancelled in the event that your new permanent address is more than 15 miles away from the facility upon receipt of a copy utility bill or bank statement showing the new address. 14. Long term (over 3



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month) 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. 15. Redundancy: This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood. 16. Pregnancy: This agreement can be cancelled if you become pregnant upon the appropriate written proof being given. Please note – ANY Cancellation for the above reasons will not be effected until the appropriate proof is provided and received (in writing or via email) by Harlands or the Club. 17. Breach: This agreement can be cancelled if we are in breach of contract including if we do not provide facilities or services you may reasonably expect and we have fallen well below that standard. FREEZING 18. Temporary Illness or Injury: This agreement may be frozen in the event of a temporary illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for a period of time. Please note – ANY Freeze will not be effected until the appropriate proof is provided and received (in writing or via email) by Harlands or the Club. Please note – A freeze period does not affect the Minimum No. of Direct Debit Payments you are due to make and any payments remaining at the time of the freeze will remain due and recommence on a monthly basis once the freeze period has completed. GENERAL TERMS 19. You agree to comply with the Rules of Membership which are displayed prominently in the Club and relate to opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules at any time provided we give you reasonable advance notice of the change. 20. If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date. 21. We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced. You may transfer your membership to another person provided that such person pay a Joining Fee signs an agreement with us and accepts the balance of any remaining Minimum No. of Direct Debit Payments. 22. We will do our best to resolve any disputes over this agreement. If you wish to take court proceedings against us you must do so within the United Kingdom. Relevant UK law will apply. 23. If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply 24. We may terminate this agreement with immediate effect on notice to you if you are in breach of the Clubs Rules (i.e. Stealing or other criminal activities within the facility). In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.