

(a) In these terms and conditions, the following definitions apply.

“Initial pro rata payment” means any applicable initial payment as advised during the membership application process.

“Contract” means a contract between Renfrewshire Leisure Limited trading as OneRen and the member, being these terms and conditions, which are set out during the membership application process.

“OneRen”, “our”, “us” and “we” means Renfrewshire Leisure Limited trading as OneRen.

“Member”, “you” and “your” means the member named on the application.

“Membership” means membership of OneRen facilities operated by OneRen through which access to the gyms is granted to the extent provided on the membership application and defined in these terms and conditions.

“Membership application” means the process of which a membership was obtained.

“Fees” means the upfront or monthly sums due from the member to Renfrewshire Leisure Limited trading as OneRen in consideration for the granting of the membership pursuant to this contract.

“Membership period” means the fixed term (in the case of fixed term memberships only) or in the initial term as set out in clauses 3 and 4(a) and then each subsequent month of membership for monthly memberships.

(b) Membership is subject to the terms and conditions of this contract as amended from time to time.

2. Membership Application

(a) Membership applications can be completed by going online to www.oneren.org/leisure/leisure-memberships or by visiting any of our facilities. All types of membership require the relevant membership fees. A member photograph must be taken and attached to each new membership record.

(b) Membership is for all leisure facilities operated by OneRen.

3. Upfront Memberships

(a) Upfront memberships are for a stated membership period and may be offered at a discounted rate to that paid in relation to monthly memberships. Payment for the upfront membership must be made in full at the start of the membership period.

(b) Upfront memberships are non-refundable and non-transferable.

4. Monthly Memberships

(a) Monthly membership requires an initial pro rata payment for the month in which the membership commences, if relevant. Subject to clause 14 below, the initial payment is not refundable. Monthly payments of the membership are made by Direct Debit on the 7th day of each month or if the 7th falls on a weekend/bank holiday, the next working day following the 7th.

If your Direct Debit is returned unpaid your membership will immediately be suspended whereupon we will take reasonable steps to contact you to discuss alternative forms of payment. If any part of your membership fee remains unpaid, we may terminate or suspend your membership.

(b) You may terminate your monthly Direct Debit membership by providing us up to 1 months' notice.

The notice period cut off dates are as follows:

If a termination request is made before and including the 20th of any month then the membership will expire with no further payments due.

If the termination request is from the 21st of any month onwards then the last Direct Debit will be the 7th of the following month and expire at the end of that month.

Example:

Termination request made on 19th June – final payment was 7th June - membership expires 6th July.

Termination request made on 22nd June - final payment is 7th July - membership expires 6th August.

(c) You may terminate your monthly membership in the following ways:

Go to www.oneren.org/contact-us

Or

Complete a cancellation request form at any of our facilities.

5. Membership Payments

(a) Monthly memberships are on a rolling 1 month contract which is renewed automatically by us each month. If you do not intend to renew your membership – see section 4.

(b) Membership payments must be paid in accordance with these term & conditions regardless of level of use. (This does not affect your statutory rights).

(c) All membership payments may be subject to a periodical review, we will give you 14 days prior written notice of any change. You will be entitled to cancel your membership at any time before the change is implemented.

(d) You may only have access to and use of the facilities if all your payments to us are not in arrears.

(e) All age-related products with specific age-related pricing will cease immediately upon expiry of each specific age category. Example: If you have a young person's membership, your membership will cease upon your 23rd birthday. At this point we will transfer this product to another age-appropriate membership (adult).

(f) Family swim memberships cease immediately for any children reaching the age of 18 years and they must transfer to an adult membership.

6. Membership Access

(a) Facilities are accessed via physical card or digital card which is issued upon joining. If your card is unavailable, you may be asked to provide further details to allow access.

(b) You must not loan your membership card or permit its use by anyone else. Failure to adhere to this condition will result in membership termination.

(c) All members must register their attendance at each facility by checking in either at reception or scanning their barcode.

7. Membership Suspension

(a) Memberships can be suspended for medical or extenuating circumstances only and is at the discretion of Renfrewshire Leisure Limited trading as OneRen – please refer any queries to membership team at: oneren_membership@renfrewshire.gov.uk

8. Use of Equipment

(a) In the absence of any negligence or breach of any other legal duty by our staff, the use by you of any of our equipment or facilities is entirely at your own risk.

(b) You must not use any equipment unless you are satisfied that you are competent to do so and you must use the equipment or facilities safely and properly, without causing and risk of injury to yourself or others, or damage to any property. You may be responsible for any injuries or damage caused by you.

(c) We will not be responsible for any loss or injury to you to the extent that it is caused or contributed to you by your unsafe or improper use of the equipment or any of the facilities.

(d) You must always wear appropriate clothing and footwear and must comply with all reasonable instructions from our staff.

(e) We reserve the right to refuse access to the facilities and suspend your membership at any time if you act in a way that may cause offence or distress to others; if you cause any harm or damage; any risk, in our opinion, to anyone's health, including yours; or if your fail to use equipment safely and properly or as instructed by our staff.

9. Valuables and Liability

(a) In the absence of any negligence or breach of any legal duty, we shall not be responsible for or liable to you for any loss of or damage to your possessions which are not locked into one of the lockers provided. You will not place any combination of items worth more than £100 into a locker. It is your responsibility to check that a locker is properly locked and secure before leaving your possessions in it. You will be responsible for any loss or damage to your possessions to the extent that you have not carried out your duty to check and secure the locker used and have placed items worth more than £100 in the locker. We will be responsible for loss and damage to your possessions (up to a maximum value of £100) whilst they are in a secured and locked locker, but only if we have been negligent or breached any other legal duty that we have to you.

(b) We will endeavour to ensure that the equipment and facilities are available during the advertised opening hours. We do not accept any liability for non-availability of specific facilities where the circumstances giving rise to such non-availability are beyond our control and will use our reasonable endeavours to remedy or replace the unavailable facilities.

10. Upgrade/Downgrade of Membership

You may change your type of membership if you give us notice of your intention to do so and pay any applicable fees. Upfront memberships cannot be downgraded.

11. Fitness Class Bookings

If you are unable to attend a pre booked fitness class, cancellation of this class should be completed within a reasonable timeframe prior to the class start time to allow access for other members. We reserve the right to implement a charge of £1 for failure to cancel booking and suspend the advanced class booking facility if this condition is not met.

12. Amendments of Terms & Conditions

We may from time to time amend these terms and conditions and we will give you 14 days written notice before doing so. If you do not find these changes to be acceptable, you may terminate your membership prior to the amendment coming into effect by giving us notice in writing.

13. Change of Members Details

You are responsible for providing any changes to your details including change of name and address, immediately upon the changes occurring. If any changes require a new direct debit arrangement you must inform us of the new circumstances and complete a new direct debit instruction.

14. Termination of membership & cooling off period

(a) If you wish to terminate the service offered by us for any reason within the first 14 days of becoming a member and you have not used your membership in any way, you are entitled to a full refund of any fees paid. This is subject to your confirmation within the 14-day period in writing of your intention to terminate.

(b) If you have used your membership within the 14-day cooling off period, we reserve the right to retain any fees paid to meet the reasonable costs incurred by us.

(c) Validated refunds will be paid within 28 days from receipt of your written notice.

(d) We may terminate or suspend your membership without notice if:

(i) You commit a serious or repeated breach of this contract or our rules of membership and the breach, if capable of remedy, is not remedied within 7 days of issue to you of a letter advising you of the breach.

(ii) You provide us with details which you know to be false when applying for a membership or you change your details without informing us of such changes and the false declaration would have reasonably affected our decision to grant or continue to offer you membership.

(e) If we terminate for any of these reasons, we reserve the right to retain a proportion of the money that you have paid us under this contract to cover any reasonable costs we have incurred as a result.

15. Miscellaneous

(a) Our failure to enforce any of our rights at any time and for whatever reason will not be deemed as a waiver by us of such rights under this contract.

(b) Where a provision of this contract is found to be invalid or unenforceable by any UK court, that provision will be deemed to be deleted and such deletion will not affect the validity or enforceability of any other remaining term of this contract.

(c) We may assign or transfer the benefit of this contract without notice to you, provided that your rights under this contract shall not be prejudiced by such assignment or transfer.

(d) This contract is subject to Scottish Law and the parties agree that the courts have exclusive jurisdiction to deal with any disputes arising in respect of this contract.

DATA PROTECTION *This short form Privacy Notice is provided for the purposes of the General Data Protection Regulation (GDPR) and is provided for all Renfrewshire Leisure limited trading as OneRen services.*

At OneRen, your privacy matters to us. Personal Information means any information relating to you or another living individual who is identifiable by us.

We will securely hold and use your personal information (known as Personal Data) to provide you with the service(s) which you or someone else (with your consent) have asked us to provide as part of a contract or where we are under obligation to do so (public task or legal obligation). We will also use your personal details for purposes of crime prevention and crime detection and/or when required by law and will share it with other public bodies for that purpose.

Our privacy policies, which we are required to give you by law, explain what Personal Information we collect about you and how we use it, how you can contact us if you wish to exercise your rights and the procedures that we have in place to safeguard your privacy.