

Please read carefully and tick the relevant box on the application form to indicate you have read and agree to follow the terms and conditions shown below.

### Membership

1. Membership includes access to all TriFitness activities including Gym, Classes and Studio use.
2. Membership also includes unlimited access to all Live Borders Pools, Gyms, Classes, Tweedbank running track and activities associated with 'One Club' Membership.
3. Some activities are not included eg access to pitches, halls, rinks, courts (including squash courts) and some activity sessions with coached development ie Adult Swimming Lessons and Adult and Child Classes.
4. Your membership will begin on the day you join.
5. Your membership is personal to you. You cannot transfer it to another person. If you are under 18 years old a parent/guardian must sign the application and pay the direct debit on your behalf.
6. If Live Borders or the bank/building society makes a mistake with your direct debit payment you are guaranteed a full and immediate refund from your bank/building society.

### Fees

7. An initial payment will be required to cover the period up to your first direct debit payment.
8. Payments are collected monthly by direct debit. Debit Finance Collections, on behalf of Live Borders, will collect direct debit payments from your bank.
9. We reserve the right to review membership fees annually. You will be given at least 30 days' notice of any proposed change and will have the right to cancel your membership.
10. Monthly fees are payable even if you do not use the centre.
11. Access to facilities will be restricted if payment is not collected or paid at reception.
12. Additional charges may apply if the direct debit cannot be collected when due.

### Cancelling Your Membership

13. Memberships can be cancelled by **providing 30 days notice in writing to Live Borders/Trifitness**. To cancel, email [info@trifitness.org.uk](mailto:info@trifitness.org.uk). An 'exit questionnaire' will be sent to you for completion and return. Queries on cancelled memberships can only be dealt with upon receipt of completed exit questionnaires.
14. Membership fees are non-refundable. Members are responsible for cancelling their direct debit after the 30 days notice period.
15. You can suspend your membership for a minimum of one month and a maximum of 6 months due to medical circumstances and at the Managers' discretion. Memberships can only be suspended for whole months.

### Cooling off period

17. The contract commences on the day you join. You have 14 full days after signup to cancel this contract. To cancel you must inform us of this by post or email using the details provided. Alternatively, you can notify Debit Finance Collections in writing or by email to [info@debitfinance.co.uk](mailto:info@debitfinance.co.uk).
18. If you cancel, we will refund joining and subscription fees either in person or over the phone via card refund. If you have used the service before requesting to cancel, then we will reduce your subscription fee refund by a pro rata amount equal

to the number of days from signup to the date cancellation was requested.

### Concessionary membership

19. A concession will be applied for new members in the following categories: members over the age of 65, members who are registered disabled, members who hold valid student ID, members of the Accreditation Club Benefits scheme and NHS staff. Proof of entitlement must be produced on your first visit.
20. **PLEASE NOTE: FOR NON AGE OR DISABILITY RELATED CONCESSIONS, YOU WILL NEED TO SHOW CONTINUED ELIGIBILITY FOR THE CONCESSION RATE EVERY YEAR, OR YOUR FEE'S WILL REVERT TO THE FULL MEMBERSHIP AMOUNT.**
21. Changes to your membership can be made in our centres or through the MyPayments Portal on the Live Borders website. This can take up to thirty days to process.

### General

21. Please advise us of any changes to your contact or banking details.
22. Membership cards will be issued to all members. Please present your membership card when visiting.
23. Membership cards are non-transferable and must be used by the registered user only. Any fraudulent use, will result in cancellation of the membership with no refund being made.
24. By signing up to this agreement you agree to follow all Centre rules
25. The facility management staff reserves the right to refuse or withdraw membership at any time.
26. In the event of a closure of a facility due to unforeseen circumstances no membership refunds will be given. Live Borders will try to notify customers regarding closures.
27. If you are unable to attend a booked class, please cancel to free up the space for other users. Unless you have already paid in advance, this can be done up to one hour before the class start time, either online or by phoning the relevant facility. If you fail to turn up for your booking, a charge may be applied to your account or booking privileges withdrawn.
28. Booking and activity times include the time required to prepare and dismantle any equipment required. Please arrive in good time as our facilities can be busy.
29. Where an activity or session price is already discounted, no further discount will apply.
30. Live Borders does not accept responsibility for any loss, damage or injury to persons participating in any activity in or on the facilities.
31. Live Borders reserves the right to amend these terms and conditions at any time.

### Promotional Offers

32. **Where a promotional offer includes discounted or free initial months, you must have paid for one full month before cancellations are allowed. Unpaid fees, will prevent any bookings being made across the Live Borders estate.**