



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. One Club (Swim, Gym and Classes). Unlimited access to all Live Borders swimming pools, saunas and steam rooms, gym facilities (excluding Trifitness) and fitness classes (excluding Trifitness). Includes aqua fitness classes.
2. Some activities are not included e.g. access to pitches, halls, rinks, courts, tracks and some activity sessions with coached development i.e. Adult Swimming Lessons and Adult and Child Classes.
3. Your membership will begin on the day you join. All members will require a membership card.
4. It is the customers responsibility to initiate obtaining a membership card, which can be done by visiting your nearest centre.
5. Your membership is personal to you. You cannot transfer it to another person.
6. If you are under 18 years old a parent/guardian must sign the application and pay the direct debit on your behalf.
7. Any errors with collection of payments will be refundable based on the circumstances.
8. Membership fees are based on the age categories: Youth (12-17), Young Adult (18-23), Adult (24-65), and Older Adult (66+). When a member reaches a new age category, their membership rate will be adjusted accordingly. This change will take effect in the month following their birthday, and the new rate will be reflected in their next billing cycle.

### **Fees**

9. An initial pro rata payment will be required to cover the period up to your first direct debit payment. Depending on your collection date, in some cases a pro rata payment and first month upfront will be required if there is not sufficient time to arrange your first collection.
10. There is no joining fee.
11. Payments are collected monthly by direct debit.
12. Live Borders Ltd will collect direct debit payments from your bank.
13. In addition to Direct Debit, we offer the option to pay via a Recurring Card Payment, also known as a Continuous Payment Authority (CPA). This allows us to take regular payments from your debit or credit card using your card details instead of your bank account number and sort code. The payment instruction is with Live Borders, not your bank. By choosing this payment method, you authorize Live Borders to collect recurring payments from your card as per your membership agreement. This payment will be taken on the same date each month in which you have signed up.

14. We reserve the right to review membership fees annually. You will be given a minimum of 10 days' notice of any proposed change and will have the right to cancel your membership.
15. Monthly fees are payable even if you do not use your membership, and are non-refundable.
16. Access to facilities will be refused if payment is not collected or paid at reception.

### **Cancelling Your Membership**

17. To cancel your membership, email: [Membership@Liveborders.org.uk](mailto:Membership@Liveborders.org.uk)
18. All memberships MUST be cancelled in writing. It is the customers responsibility to arrange this and no verbal cancellation requests will be authorised.
19. Committed memberships can be cancelled at end of the agreed contract length, after the final payment has been made, by providing 30 days' notice in writing to Liveborders.
20. Membership fees (including annual subscriptions) are non-refundable. Members are responsible for cancelling their direct debit after the 30 days notice period.
21. A cancellation confirmation letter will be sent back.
22. You can suspend your membership for a minimum of one month and a maximum of 12 months due to medical circumstances and at the Managers' discretion. Memberships can only be suspended for whole months.
23. Conditions apply for freezing your membership. We will only accept medical proof in order to freeze a membership.

### **Cooling off period**

24. The contract commences on the day you join. You have 14 full days after signup to cancel this contract. To cancel you must notify Live Borders in writing by emailing to: [Membership@liveborders.org.uk](mailto:Membership@liveborders.org.uk)
25. If you cancel within your cooling off period, we will refund any subscription fees using the same means of payment you used for the initial transaction.
26. 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**

27. A concession will be applied for new members in the following categories: members over the age of 66, members who are registered disabled, members who hold valid student ID, members of the Accreditation Club Benefits scheme, NHS staff, SBC staff, Borders College Staff, Heriot Watt staff. Proof of entitlement must be produced on your first visit.
28. Changes to your membership can be made. Please contact us in writing to make any changes: [membership@liveborders.org.uk](mailto:membership@liveborders.org.uk)

If you have selected one of our concession membership options (Disability, Corporate, Student) proof of eligibility must be provided within 7 days of purchase. Subscriptions will be amended to the full adult rate for all future payments if evidence of eligibility is not provided.

## **General**

29. Please advise us of any changes to your contact or banking details otherwise access to our facilities will not be granted.
30. 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.
31. A charge may be made to replace Lost or damaged cards.
32. By signing up to this agreement you agree to follow all centre rules.
33. The facility management staff reserves the right to refuse or withdraw membership at any time.
34. In the event of a short term closure of a facility due to unforeseen circumstances no membership refunds will be given. Live Borders will try to notify customers regarding closures.
35. If you are unable to attend a booked class, please cancel to free up the space for other users. A service charge may apply for non cancellation.
36. 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.
37. Where an activity or session price is already discounted, no further discount will apply.
38. Live Borders does not accept responsibility for any loss, damage or injury to persons participating in any activity in or on the facilities.
39. Live Borders reserves the right to amend these terms and conditions at any time