

Direct Debit Request (DDR) & Customer Contract Swimming and Water Safety



Facility Name

This Contract governs the membership and if paying by way of direct debit, also the direct debit payment by the Customer to the facility. Any changes to this written contract must be counter signed by the Customer.

CUSTOMER DETAILS

Parent/Guarantor First Name			Parent/Guarantor Last Name		
Parent/Guarantor Date of Birth		Sex	Male <input type="checkbox"/>	Female <input type="checkbox"/>	Phone – Home
Mailing address			Phone – Mobile		
Suburb	Postcode	State		Emergency Contact Name	
Email			Emergency Contact Phone		

CHILD 1	First Name			Last Name		
	Date of Birth	Sex	Male <input type="checkbox"/>	Female <input type="checkbox"/>	Instalment \$	Please turn over for child's medical information
CHILD 2	First Name			Last Name		
	Date of Birth	Sex	Male <input type="checkbox"/>	Female <input type="checkbox"/>	Instalment \$	Please turn over for child's medical information
CHILD 3	First Name			Last Name		
	Date of Birth	Sex	Male <input type="checkbox"/>	Female <input type="checkbox"/>	Instalment \$	Please turn over for child's medical information
CHILD 4	First Name			Last Name		
	Date of Birth	Sex	Male <input type="checkbox"/>	Female <input type="checkbox"/>	Instalment \$	Please turn over for child's medical information

PAYMENT PLAN

If this section is completed this contract is payable by way of direct debit

Weekly instalment \$	Minimum term	months
Joining fee + pro rata \$	<input type="checkbox"/> Joining Fee to be added to the first instalment <input type="checkbox"/> Joining Fee paid in full direct to facility	
First payment date	NOTE: Admin fee of \$20 will be added to the first instalment	
<input type="checkbox"/> Tick if you wish to terminate after the Minimum Term. If this box is not ticked payments will continue indefinitely until termination as per Terms and Conditions.		

CUSTOMER TYPE

<input type="checkbox"/> New Customer	<input type="checkbox"/> Re Enrolment of existing Customer
Contract may be suspended as per the Terms and Conditions on the rear of this contract. This attracts a weekly fee of \$5	
Special Conditions	Initial

IF PAID IN FULL

Joining fee \$	Membership fee \$	Total \$	Payment method	<input type="checkbox"/> Cash <input type="checkbox"/> Visa <input type="checkbox"/> Chq <input type="checkbox"/> M/C <input type="checkbox"/> EFT
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DIRECT DEBIT FROM BANK ACCOUNT, BUILDING SOCIETY OR CREDIT UNION

Financial Institution name	Account name
BSB	Account No.
I/We authorise Belgravia Health and Leisure Group to debit my/our account at the financial institution identified here.	

DIRECT DEBIT FROM CREDIT CARD

Name on card:			
Card number	Expiry	Card Type	<input type="checkbox"/> Visa <input type="checkbox"/> M/C <input type="checkbox"/> Amex

Signature (Parent/Guarantor)	Date	Witness (staff)	Date
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This authorisation is to remain in force in accordance with the terms and conditions of this page and in the membership terms and conditions booklet which I hereby acknowledge has been supplied to me. I/We have read and agree to be bound by the said terms and conditions. If these obligations are not met I understand that I may be personally responsible for any debt owing by the member and take the place of the member under the terms of the contract the member has entered into. I have read and understood my obligations as guarantor.

By signing this form, I understand that:

- (a) The information I am providing is regulated by the Privacy and Personal Information Protection Act 1998 (NSW), the Privacy Act 1988 (Cth), and other legislation.
- (b) The purpose for which the information is being gathered is for the administration of my membership of Leisure and/or Aquatic facilities owned by Liverpool City Council (the Facilities), and managed by Belgravia Health and Leisure Group Pty Ltd.
- (c) I irrevocably authorise and direct Belgravia Health and Leisure Group Pty Ltd to share this information, including associated bank account and/or direct debit details, with Liverpool City Council (or its agents) as appropriate, for the purposes of administering, transferring and/or renewing my membership of the Facilities.

MEDICAL INFORMATION

Does your child/children suffer from any medical condition or disabilities (eg. asthma, diabetes, epilepsy, ADD or learning difficulties) that may affect their participation in the SAWS program? Please list all allergies/conditions separately for each child.

Childs Name	Allergy/Condition	Medical Information

Name (Parent/guardian)

Signature

Date | |



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belgravialeisure

Terms and Conditions of the Belgravia Leisure SAWS Membership Agreement



1. INTRODUCTION

This document outlines the rights and responsibilities relating to the SAWS Member's entitlements during the SAWS Membership Period to use of the Centre's facilities. It also relates to the SAWS member's authority to Belgravia Health and Leisure Group Pty Ltd to directly debit the nominated bank account or credit card for any instalments or fees due under the terms and conditions of this SAWS Membership Agreement and DDR Customer Contract. These terms are stated below.

2. DEFINITIONS

In this Agreement unless the contrary intention appears:

- The singular includes the plural and vice versa.
- A reference to a party includes that party's legal personal representative heirs and assigns.
- "SAWS" refers to Swimming & Water Safety
- "SAWS Member" includes the parent or guardian of the Member if the Member is under 18 years.
- "Centre" means the Belgravia Leisure managed Centre named on DDR Customer Contract.
- "Belgravia Leisure" is Belgravia Health and Leisure Group Pty Ltd, 20 Longstaff Rd, Bayswater, Vic 3153, Phone: 03 8727 7777, E-mail: contactus@belgravialeisure.com.au. All queries and comments about the Services provided under this Membership Agreement should be directed to the Centre. All queries and comments about the direct debit billing service should be directed to the Centre or Belgravia Leisure. The Member acknowledges that Belgravia Leisure will collect the fees due under this Membership Agreement if paying by way of direct debit, and also acknowledges that all rights of the Centre under this Membership Agreement are able to be enforced by Belgravia Leisure as if it were the Centre without any involvement on the part of the Centre or the consent of the Member.
- "Belgravia Leisure Contract Partner" refers to the facility asset owner who's Centre is managed by Belgravia Leisure.

3. LEGALLY BINDING AGREEMENT

The SAWS member acknowledges and agrees that:

- This agreement is legally binding whether the use of the facility and its services is determined and paid on a yearly, monthly, weekly or individual basis,
- The SAWS membership must remain current in order to avoid paying the start up fee again,
- They are 18 years of age or older at the time of signing, and not under any other legal disability. If not, a parent or adult guardian will sign also.

4. ENTIRE AGREEMENT

This SAWS Membership Agreement and the DDR Service Agreement (if paying by Direct Debit) constitute the entire agreement, understanding and arrangement (express and implied) between the SAWS Member and the Centre relating to the subject matter of this SAWS Membership Agreement and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or not.

5. RECEPTION AND ACCESS

- All SAWS members must swipe or present their card at reception every time they attend the Centre.
- SAWS Members must advise any changes of address and phone number.
- The facilities are available to the general public and not exclusively for SAWS members.

6. GENERAL CONDITIONS OF ENTRY

To ensure the Centre is able to provide a high level of service in a safe, healthy and pleasant environment for all, SAWS members must comply with the following conditions:

- Entry will be refused or a person requested to leave the Centre or cancel a SAWS membership if the person:
 - is abusive or uses offensive language or whose behaviour is threatening or
 - is under the influence of drugs or alcohol
 - does not adhere to the general conditions of entry
- No smoking is permitted in the Centre.

7. SUPERVISION

Parents are not permitted to leave children under the age of 10 (12 some Centres, check age limit that applies for your Centre) unaccompanied at any time while they are in the Centre, including during a Learn to Swim class. Children must be accompanied by an adult 16 years or over at all times

8. EVENTS

The Belgravia Leisure Swim School is a large multipurpose facility and may be used for sporting events throughout the year. During these periods there may be disruptions to the availability of the Centre. The Belgravia Leisure Swim School will use its best endeavors to accommodate all users of the Centre during these periods; however in some circumstances cancellations may be necessary. Belgravia Leisure Swim School will make every effort to keep you informed of potential disruptions or cancellations throughout the term of my child's enrolment in the Swimming & Water Safety program.

9. REPLACEMENT CARD FEE

If a SAWS Membership Card is lost, destroyed or damaged and requires replacement a Replacement Card Fee of \$5.00 payable to the Centre will apply.

10. SAFETY, MAINTENANCE & SERVICE DEMAND

The Centre may from time to time as reasonably necessary:

- close off any part of the premises or isolate any piece of equipment for maintenance or safety reasons;
- change the hours of opening and closing or alter class timetables in accordance with demand; or
- vary Centre rules.

Where this occurs the Centre will provide reasonable notice on the Centre notice boards or at reception.

11. DAMAGE & PERSONAL INJURY

Disclaimer

To the extent permitted by law, the Centre excludes any liability to the SAWS Member in SAWS Membership Agreement, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the SAWS Member and/or any other person, or for any costs, charges or expenses incurred by the SAWS Member, arising from or in connection with this Membership Agreement and/or the services/products provided by the Centre, and/or any act or omission of the Centre.

Warning under the Fair Trading Act 1999 (Victorian SAWS Memberships Only)

- If you participate in these activities your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice/appointment.

NOTE: The change to your rights, as set out in or on this notice, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

- Under the provisions of the Fair Trading Act 1999 several conditions are implied into Membership Agreements for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are

*rendered with due care and skill; and

*as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and

*reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

12. SEVERABILITY

In the event any part of this agreement being or becoming void or unenforceable then that part shall be severed from this Agreement with the intention that the balance of this Agreement shall remain in full force and effect, unaffected by the severance. BREACH OF TERMS & CONDITIONS

Any breach of these terms and conditions will result in a warning and any further breach will result in a second warning and your SAWS membership may be suspended or terminated. A proven serious breach of the general conditions of entry under Clause 6 may result in immediate termination of your membership without warning. The SAWS Member and the Centre each hold reciprocal rights of termination for a material breach of any term or condition of this SAWS Membership Agreement. The SAWS Membership Agreement will be terminated upon receipt of written notice outlining the relevant breach.

13. PRIVACY

A Customer's "personal information" (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by the Centre or Belgravia Leisure to provide you with the services contemplated by the Direct Debit Request (DDR) and Contract or in accordance with your selection relating to the Privacy disclaimer on the front page of the Direct Debit Request (DDR) and Contract. Belgravia Health and Leisure Group Pty Ltd Privacy Statement is to be found on its website www.belgravialeisure.com.au.

14. PAYMENT OF FEES

All fees must be paid in full at time of booking. Direct Debit SAWS members must complete the required form before commencing lessons. SAWS Memberships may be cancelled at any time once the minimum 16 lesson block for PIF or 30 days notice for DD members is completed. With Direct Debit SAWS memberships, a \$20.00 once off set up Administration fee is payable for the 1st child. There is a 7-day cooling off period that is taken from the date of enrolment. Upfront payment members need to secure their booking with payment prior to commencing lessons.

15. MULTIPLE CHILD DISCOUNTS

If a family has more than 2 children participating in swim lessons at any one time a 10% discount applies to the 3rd, 4th and 5th children.

16. CERTIFICATES AND PROGRESS

Certificates of Participation and Achievement will be issued by the Centre upon completion of a level. Students will progress through the levels of the program as they attain the skills and confidence. This rate at which each student progresses will be assessed on an individual basis.

17. MISSED LESSONS

To minimise disruption, the Swim School does not offer make up lessons. In the event of a missed lesson a medical certificate will need to be supplied and you may be given a Family Swim practice pass for you to enter the pool free of charge on your next non - lesson visit. This pass is valid for one month only. The Centre must be notified prior to your lesson to let us know you will not be attending to receive a Family Swim practice pass.

18. ASSESSMENTS

Assessments are ongoing as children develop at their own pace. Please speak with the Swimming and Water Safety Supervisor at the time of the lesson regarding any queries or feedback required.

19. HEALTH ISSUES

Appropriate clean and suitable swimming attire is required for entry to the pool. Students are required to shower prior to entering the pool. We request that children up to the age of 24 months wear bathers with elastic waist and leg bands or 'aqua nappies'. Disposable or cloth nappies not permitted.

20. INITIAL TERMS

The Centre will debit your nominated account for the amounts and at the frequency of payments as agreed between us on the DDR Membership Agreement signed and accepted by you.

21. CHANGE OF TERMS

In the unlikely event that the initial terms are to change, they can only do so in accordance with your SAWS Membership Agreement and we must give you at least 14 days' notice of the changes including if applicable the new amount, new frequency and next debit date.

22. DEFERRING OR STOPPING A PAYMENT

Should you wish to defer a payment to another date you must contact the Centre before the date of that payment to request the deferment. Deferments are entirely at the discretion of the Centre and will depend on the length of deferment, the current state of your account and your past history. You may request us to stop an individual payment however you will still be liable to make this payment by some other method or your account will become overdue

23. ALTERING THE SCHEDULE

Should you wish to alter the payment frequency or day to debit contact the Centre and at our discretion in most instances we will be able to make the changes you require. There may be a fee charged for this service. Any changes made will not affect the total amount you would otherwise have paid over the minimum term of your SAWS Membership Agreement.

24. SUSPENDING THE PAYMENTS

Suspension of payments may be possible under the terms of your SAWS Membership Agreement. Payments may be suspended for a minimum of 2 weeks at a time so long as the total time suspended within the minimum term does not exceed 4 weeks. In order to suspend payments you should contact the Centre at least 3 days prior to the date of the first suspended payment. There is a charge of \$5.00 per week while the SAWS Membership Agreement is suspended unless a different fee is specified on the DDR Customer Contract. For all paid in full memberships, any time spent on suspension will be added onto the minimum term of the SAWS Membership Agreement so that the sum of the instalments payable for the minimum term or number of payments shall still be payable regardless of any suspension or suspension charges made.

Suspensions over Christmas do not occur automatically. The customer should inform the Centre if they wish to suspend payments and forgo the Family Swim access and the alternative programs Swim Intensive or Water Smart during this period. Suspension is free during the 4 week Christmas break.

25. CANCELLING THE PAYMENTS

You can cancel this Direct Debit Request Authority by requesting this of the Centre or your bank. Cancellation of the authority to debit your account will not terminate this SAWS Membership Agreement or remove your liability to make the payments you have agreed to.

26. DISPUTES

If you dispute any debit payment, you must notify the Centre immediately. The Centre will respond to your dispute within 7 working days and will immediately refund the amount of the debit if we are not able to substantiate the reason for it. If you do not receive a satisfactory response from us to your dispute contact your financial institution who will respond to you with an answer to your claim within 5 business days if your claim is lodged within 12 months of the disputed drawing, or within 30 business days if your claim is lodged after 12 months from the disputed drawing.

27. NON WORKING DAY

When the day to debit falls on a weekend or public holiday the debit will be initiated on the next working day.

28. DISHONOURD PAYMENTS

It is your responsibility to ensure that on the due date clear funds are available in your nominated account to meet the direct debit payment. Should your payment be dishonoured the Centre will debit you an additional \$10 with your next payment and may, if we have not received instructions to the contrary from you, debit both the current due payment and the now overdue payment(s) on the same day. The Centre may debit other fees or costs involved with debt collection in accordance with the terms and conditions of the SAWS Membership Agreement (refer to clause 35 Credit/Debt Reporting Agencies).

29. ENQUIRIES

All Direct Debit payment enquiries should be directed to the Centre and should be made at least 1 working day prior to the next scheduled debit date.

30. YOUR OTHER RESPONSIBILITIES

In addition to those already mentioned, you are responsible for ensuring that your nominated account is able to accept direct debits. If it is not, it is your responsibility to provide the Centre with a new account number.

31. CANCELLATION / TERMINATION

- a. Cooling Off Period: This agreement is subject to a 7 day cooling off period:
 - i. The cooling off period commences at the close of business on the "Date of Enrolment".
 - ii. The cooling off period is 7 days.
 - iii. New SAWS members have the right to cancel their SAWS membership within the cooling off period if they are not completely satisfied with the services and programs.
 - iv. All monies will be refunded on a pro rata basis.
 - v. All cooling off cancellations must be in writing to the Manager.
- b. Permanent Disability:
 - i. Upon providing written advice of a permanent disability, physical incapacity or serious illness, along with a medical practitioner detailing the disability, incapacity or illness, the Centre may agree to cancel the SAWS membership from the day of notice.
 - ii. All monies will be refunded with the exception of charges for services already delivered.
- c. Notification is required in writing (form must be completed)
- d. Direct Debt SAWS Membership
 - i. ALL CANCELLATION REQUESTS MUST IN THE FIRST INSTANCE BE DIRECTED TO THE CENTRE.
 - ii. Cancellations inside the Minimum Term (16 lessons for paid in full members) & 30 days for all direct debit members - The SAWS Member may terminate this SAWS Membership Agreement before the expiry of the minimum term or payments if all the instalments and fees due up to the date of termination are paid, and in addition the cancellation fee as specified on the DDR Customer Contract is paid to the Centre. If the cancellation fee has been left blank or has been crossed out then this Membership Agreement may not be cancelled before the expiry of the minimum term or payments.
 - iii. Cancellations after completion of the Minimum Term - After the expiry of the minimum term or payments, and after all instalments and fees due have been paid in full, should the box on the front of this SAWS Membership Agreement requesting termination at minimum term be marked then this DDR Customer Contract shall automatically terminate. Should the box on the front of the DDR Customer Contract requesting termination after the minimum term not be marked, then this SAWS Membership Agreement shall continue indefinitely until such time as the SAWS Member makes a request, after the expiry of the minimum term for it to terminate. Any instalments/fees due at the date of termination (including instalments/fees which fall due during the notice period) will remain a debt owed to and recoverable by the Centre. There will be a period of notice of 30 days unless otherwise specified by the Centre between the date of request and the date of actual termination during which any payments due must still be paid in full. The SAWS Member should contact the Centre if they have not received written confirmation of the termination within the 30 day period. The SAWS Member shall not consider that this SAWS Membership Agreement has been terminated until such time as this is confirmed in writing to the SAWS Member by the Centre (not more than 14 days after the termination date). Termination of this SAWS Membership Agreement will also terminate the Direct Debit Request Authority.
- e. Where a SAWS member, who has paid up front chooses not to complete any part of the entire program, no refund or credit will be given for any unused portion of the purchase unless a medical certificate can be supplied. Refund will be calculated from the date the Centre is notified. Refunds will incur a \$25 cancellation fee.

32. PAYMENTS BY DIRECT DEBIT

If paying by Direct Debit the SAWS Member agrees to pay the instalment amount at the agreed payment frequency until this SAWS Membership Agreement is terminated in accordance with clause 32 above. Should there be any arrears in payments the SAWS Member authorises the Centre to debit the outstanding balance in order to bring the account up to date.

33. START UP FEE (DIRECT DEBIT)

If paying by Direct Debit, a one-off fee of \$20.00 is payable to the Centre by the SAWS Member for the 1st child of the family only. On signing of this SAWS Membership Agreement.

34. CREDIT/DEBT REPORTING AGENCIES

If paying by Direct Debit, upon default by the SAWS Member in regard to any obligation under this SAWS Membership Agreement and failure to remedy the default after notification by the Centre, the SAWS Member authorises the Centre to notify any debt collection/credit reporting agency of the default. Should this occur then at the Centre's sole discretion it may terminate the SAWS Membership Agreement at which time the full outstanding balance for the remainder of the minimum term or payments (including any current arrears) shall be due in full. The SAWS Member authorises the Centre to add to the outstanding debt a fee of \$50 and an amount equivalent to 25% of the full outstanding balance (being the Centre's expenses reasonably incurred in collecting the debt) upon initial referral to the debt collection/credit reporting agency.

35. INCREASE IN FEES

If paying by Direct Debit, the Centre may at any time AFTER the end of the minimum term, upon sending written notice to the SAWS Member's last known address and giving 14 days' notice, increase the instalment amount. If the SAWS Member wishes to terminate this SAWS Membership Agreement as a result of the increase in the instalment amount, the SAWS Member must notify the Centre in writing within 30 days of the date of the written notice sent by the Centre. The SAWS Membership Agreement will be terminated upon receipt of this notice. If the SAWS Member does not notify the Centre of its intention to terminate this SAWS Membership Agreement within such specified time period, then this SAWS Membership Agreement will remain in force and the increase in the instalment amount will be deemed to be accepted by the SAWS Member.

ENTIRE AGREEMENT

This SAWS Membership Agreement and the DDR Service Agreement (if paying by Direct Debit) constitute the entire agreement, understanding and arrangement (express and implied) between the SAWS Member and the Centre relating to the subject matter of this SAWS Membership Agreement and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.

36. STATE SPECIFIC CONDITIONS APPLICABLE TO SOUTH AUSTRALIAN MEMBERSHIPS ONLY.

This Clause is to be read in conjunction with Clause 32 and to the extent of any inconsistencies this Clause will take precedence. In South Australia members have 2 membership types available to them, either a Fixed Term Membership with a maximum term of 12 months or a Periodic Membership for a maximum supply period of 3 months. If the minimum term shown on the contract is for 3 months or less then the contract is for a Periodic Membership. If the minimum term shown on the contract is for a period in excess of 3 months then the contract is a Fixed Term Membership. a. FIXED TERM MEMBERSHIP – A membership of this type will automatically terminate at the end of the specified term. If the member requires the membership to continue their membership it will be necessary to enter into a new agreement which may be undertaken not more than 90 days prior to the termination date of the current agreement. Additional Administration Fees may apply upon each renewal. b. PERIODIC MEMBERSHIP – The maximum supply period for a Periodic Membership is 3 months and the fees shall be paid by Direct Debit only deducted from the nominated account on the frequency indicated in the contract. When the member subscribes to this type of membership they agree that the supply period is fixed as the minimum term shown on the contract and subject to ongoing periodic payment applying for the automatic renewal of subsequent supply periods of the same duration as the initial minimum term, and that this arrangement will continue until such time as the membership is cancelled in writing at the centre in accordance with the provisions of Clause 32c.

37. Unavailability of Facility or Services

The centre reserves the right to amend change or cancel lessons at any time with no notice. I agree to accept the fact that a particular facility or service within the Centre premises may be unavailable at any particular time due to prior booking, mechanical breakdown, fire, act of God, loss of lease, catastrophe, or any other reason. Further, I agree not to hold the Centre responsible or liable for such occurrences.

38. Severe Weather

In the case of cancellation of lessons due to severe weather a suspension will be issued for all students effected

39. Additional Responsibilities — Our direct debit system is not available on all accounts. You are advised to check with your financial institution their account details before completing the DDR. You are responsible for ensuring that your nominated bank account or credit card is able to accept direct debits. If it is not, it is your responsibility to provide the facility with a new bank account or credit card number. It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account, signing instruction held by the Financial Institution where the account is based. You are responsible to notify the Centre of any changes to your debit details or contact details by completing a customer request form advising your requirements no less than 3 business days prior to the due date or contacting the Centre. The member/addressee is responsible for forwarding all correspondence to the bank account or the credit card holder.

40. Disputes

All disputes regarding a direct debit payment should be referred to the Centre in person, email or via your nominated Financial Institution.

41. Entitlement

Provision of services provided by the Centre may change and for the purposes of this Contract is based on 'entitlement' to use and not on actual use. By signing this agreement, you are agreeing to be bound by the rules and conditions of the centre. The management of the Centre reserves the right to cancel the rights of any member not complying with the conditions of membership or rules of the centre at any time.

42. Liability

To the extent permitted by law, the Centre and the Belgravia Leisure Contract Partner should not be liable or responsible to you for any direct, indirect or consequential injury, loss or damage whatsoever and however arising. The Centre and the Belgravia Leisure Contract Partner are not responsible for lost or stolen items or damage to property or vehicles. Acknowledging this risk, you agree to use the centre at your own risk.