



# Membership Terms & Conditions

## Volair Terms & Conditions of Membership

UPDATED JANUARY 2024

This document specifies the terms and conditions of all memberships. The member is advised to read the whole of this agreement carefully. The agreement is between Volair Ltd and you (the member). Anybody who registers onto Volair's database is considered a member.

Other terms & conditions may apply, see Activity & Class Booking Terms & Conditions, Block Booking Terms & Conditions, Customer Contract & Swimming Pool Admission Policy.

For further information please contact our customer care team on 0151 443 2200.

### 1. Joining

- 1.1. Submission of a membership application form online or within any Volair club is an offer by the member to Volair Ltd to become a member of the club(s) subject to the terms and conditions of this contract
- 1.2. Upon joining Volair the member consents to having their photograph taken by Volair Ltd
- 1.3. Members applying for a concessionary membership, corporate membership or student membership will be required to provide evidence of their eligibility
- 1.4. Corporate memberships are only applicable to the employee of that organisation and does not extend to family members unless stipulated

### 2. Volair Club Usage and Conduct

These rules are to ensure that all members enjoy their experience with Volair. Please always observe the following rules:

- 2.1. Do not park in disabled parking areas unless you have the appropriate blue badge
- 2.2. Vehicles parked at any Volair facility are done so at the members own risk
- 2.3. Access to Volair facilities will not be permitted unless a valid Volair membership card is produced at reception
- 2.4. Our facilities are a family environment – bad language is not permitted
- 2.5. Appropriate clothing to suit the activity must be worn
- 2.6. Smoking/Vaping is not permitted in any Volair premises, including outdoor areas

- 2.7. The taking of pictures/video using a mobile telephone or any other device with camera technology is not permitted in any Volair facility without authorisation from Volair management
- 2.8. Any person found to be causing deliberate damage to facilities or equipment will be banned from the use of any Volair facility
- 2.9. Any person found to be deliberately accessing facilities without making the appropriate payment will be banned from the use of any Volair facility
- 2.10. Property left within any Volair facility is done so at the customer's own risk.
- 2.11. If you are receiving any medication or treatment for a heart condition, epilepsy or other condition that could impact on your health and wellbeing, please inform a member of staff prior to commencing your activity
- 2.12. Please dispose of all litter and chewing gum in the bins provided
- 2.13. We do not tolerate any form of harassment or abuse towards our members, guests, staff, or personal trainers. All Members and Guests must conduct themselves in a respectful manner whilst using Volair facilities. Any user who acts in an intimidating, abusive, violent, or disrespectful manner may be ejected from the facility, and Members may have their Membership terminated with no refund of fees already paid.
- 2.14. . In accordance with the 2010 equality act, any conduct or speech that might be considered racist, sexist, homophobic, transphobic, ableist, or otherwise discriminatory will not be tolerated. If you experience or witness any form of discrimination or abuse, please report it to a member of the team or to our Customer Services Team [Info@volair.org.uk](mailto:Info@volair.org.uk)

### **3. Memberships**

- 3.1. Your membership is with Volair Ltd. Your membership entitles you to the use of available services and activities across all Volair facilities relevant to your membership
- 3.2. Members must read and agree to Volair's Health Declaration prior to using the fitness suite
- 3.3. Facilities/service availability: Volair are entitled to make minor alterations, carry out remedial repairs or maintenance without prior notice which may mean that the facilities are not available from time to time. Every consideration will be made to minimise inconvenience and alternative activities will be offered where possible if an activity area is not available. To ensure the effective use of the facilities, Volair reserves the right to alter the fitness and activity programmes at any time.
- 3.5. Membership includes use of the gym, swimming pool, fitness classes, and racquet sports (all subject to programming availability and some restrictions may apply)
- 3.6. Membership types: we offer minimum term Direct Debit memberships, monthly & annual payment membership options
- 3.7. Membership payments and annual payments are non-refundable in any circumstances

3.8. When joining an annual membership, you will pay for 12 months membership up front. Members will be invited to renew their membership upon expiry

3.9. Joint memberships: Joint membership holders are both jointly and individually responsible under these terms and conditions

3.10. It is the members responsibility to inform us immediately of any changes that may affect their membership or ability to use the facilities / services as refunds cannot be issued

#### **4. Payments**

4.1. Membership fees are usually reviewed on an annual basis but circumstances may dictate an earlier revision. You will be given one months' notice of any fee change via email

4.2. We will write to inform you of any changes to your direct debit at least 5 days in advance. Direct Debit memberships are subject to price increases in line with our standard fees and charges and Volair reserves the right to review and amend membership subscriptions at any time

4.3. Failure to make any due payment will result in the membership being suspended. Access will be denied until outstanding payment has been made. Any further outstanding account arrears will be payable before reinstatement of any membership scheme run by Volair. Volair retains the right to recover all outstanding balances

4.4. When joining the monthly Direct Debit membership, the first Direct Debit payment due to Volair will be taken on or around the 25th of each month.

4.5. Concessionary (Passport to Leisure) applicable memberships: If your Passport to Leisure expires, the membership payment will revert to the standard rate. It is your responsibility to renew your Passport to Leisure and refunds cannot be offered if your Passport to Leisure has not been renewed

4.6. Missing payments: if you miss two payments you will be deemed to have breached your contract

4.7. Volair will continue to collect your monthly subscription after the minimum contracted period. A 12-month minimum term membership will carry on at the lower price until you cancel. Should you not wish to continue your membership after the minimum period you must give notice to cancel the contract in the month before the final payment of the minimum period by following the cancellation process (12.1)

4.8. If you wish to cancel the contract at any time after the minimum contracted period you must give one month's notice

4.9. All Direct Debit memberships are a chosen agreement between you and Volair Ltd. If you fail to make a payment on time you may incur a £15 late payment charge.

4.10. Late payment charges become payable immediately after they are incurred

## **5. Membership Cards**

- 5.1. A membership card will be issued free of charge to all new members
- 5.2. Your membership card is non-transferable. You must not allow anyone else to use your card or membership number. Cards being used by any other person other than the authorised member can result in that membership being cancelled.
- 5.3. If a membership card is lost, stolen or damaged then a replacement card can be purchased from reception at any Volair facility.
- 5.4. A valid membership card must be produced clearly on each visit. This can be done at our reception or by swiping your card at any fast track entry point. If you attend without a valid membership card you will be asked for proof of identification. After the third consecutive visit without a membership card, you may be asked to purchase a replacement card.

## **6. Membership Types**

- 6.1. Volair Club Membership (VCM) allows you anytime use during normal opening hours of any Volair club, including use of the gym, swimming pools, personalised fitness programmes, fitness classes (charges could apply for some classes), racquet sports, discounted peak racquet sports, sauna and steam facilities, discount at Volair Spa, discount off children's parties. All discounts are subject to change
- 6.2. Concessionary Membership allows off peak access to any Volair club during normal opening hours. Off peak times are defined as weekdays from opening until 4:30pm and anytime during the weekend. During off peak times members have use of the gym, swimming pools, personalised fitness programmes, fitness classes (charges could apply for some classes), off peak racquet sports, sauna and steam facilities. Eligibility criteria for members to access a concessionary membership apply.
- 6.3. Swim Membership allows anytime casual swimming across Volair swimming pools. Casual swimming is subject to pool availability and programming
- 6.4. Swim Membership (Concessionary) allows off peak casual swimming across Volair swimming pools. Off peak times are defined as weekdays from opening until 4:30pm and anytime during the weekend. Eligibility criteria for members to access a swimming concessionary membership apply
- 6.5. One Card Membership allows access to Volair Stockbridge and Prescott Gym & Soccer Centre anytime use during normal opening hours of the named Volair club, including use of the gym, swimming pools\*, personalised fitness programmes,, fitness classes\* (charges could apply for some classes), off peak racquet sports\*, discounted peak racquet sports\*, sauna and steam\* facilities. Members can also access any other Volair facility during off peak times and have use of the gym, swimming pools, personalised fitness programmes,, fitness classes (charges could apply for some classes), off peak racquet sports, discounted peak racquet sports, sauna and steam facilities

\*Volair Stockbridge only.

6.6. Volair Club Membership (Corporate) allows you anytime use during normal opening hours of any Volair club, including use of the gym, swimming pools, personalised fitness programmes, fitness classes (charges could apply for some classes), off peak racquet sports, discounted peak racquet sports, sauna and steam facilities, discount at Volair Spa. Member's employer must be registered as a Volair corporate partner and eligibility proof is required

6.7. Volair Club Membership (Student) allows you anytime use during normal opening hours of any Volair club, including use of the gym, swimming pools, personalised fitness programmes, fitness classes (charges could apply for some classes), racquet sports, sauna and steam facilities, discount at Volair Spa. To be eligible for student discount valid student identification must be produced showing the date of completion of studies. Following this completion date further valid student identification must be produced. Failure to produce eligibility proof will result in student discount being withdrawn

6.8. Prescott Gym Membership allows you anytime use during normal opening hours of Prescott Gym & Soccer Centre, including use of the gym and sauna facility, personalised fitness programmes (subject to availability). This membership does not include access to any other Volair club

6.9. Junior Swim Membership (5 – 11 years old) allows unlimited casual swimming at any Volair club during specified junior swimming sessions. Junior swimming is subject to pool availability and programming

6.10. GymX Membership (12 – 15 years old) includes use of the gym during approved times, any GymX fitness class and unlimited casual swimming at any Volair club during specified junior swimming sessions. Junior swimming is subject to pool availability and programming. Upon a GymX member reaching 16 years of age a membership amendment form must be completed by the direct debit payer to upgrade the member to an appropriate membership. Alternatively, a membership cancellation must be completed

6.11. Each membership has different restrictions, conditions and benefits, you should be sure you understand which membership is best for your requirements before taking out the membership

6.12. Members joining on a discounted or concessionary membership have 7 days to bring in the required proof of eligibility. Failure to provide this proof within 7 days will result in your membership reverting to a standard Volair Club Membership and the appropriate membership fee

6.13. One Month Memberships: Selected Volair memberships are available to purchase at any Volair reception or online and give one month's access. PAYG memberships are none refundable under any circumstances and are 30 consecutive days

## **7. Concessionary (Passport to Leisure)**

7.1. Concessionary rates are available to customers who meet the concessionary eligibility criteria. In order to qualify for any concessionary membership option you are required to supply evidence of your eligibility. A list of acceptable evidence can be obtained online at [volair.org.uk/memberships/passport-leisure-explained/](http://volair.org.uk/memberships/passport-leisure-explained/). Evidence of eligibility will be required to be shown as specified in our concessionary passport to leisure terms and conditions

7.2. Concessionary eligibility is subject to change. Volair reserves the right to add/remove or amend the eligibility criteria at any time

7.3. A Passport to Leisure subscription must be purchased following the purchase of any concessionary membership

7.4. Passport to Leisure subscriptions are valid for 6 or 12 months. You can find out the duration of concessionary eligibility on our website or by calling us on 0151 443 2200

7.5. Concessionary (Passport to Leisure) applicable memberships: As per point 4.5. If your Passport to Leisure expires, the membership payment will revert to the standard rate. It is your responsibility to renew your Passport to Leisure and refunds cannot be offered if your Passport to Leisure has not been renewed

7.6. Volair reserves the right to amend the concessionary discount amount at any time

7.7. Selected concessionary eligibility extends to children of the eligible adult. A children's passport to leisure must also be purchased

7.8. Armed Forces, Student & Over 60 concessionary eligibility applies only to the eligible adult and does not extend to children

## **8. Gym Use**

8.1. All members must agree to Volair's Health Declaration before using the gym

8.2. All members have the option to a initial programme prior to using the gym

8.3. Personalised programmes are available to help you meet your objectives

8.4. Do not drop free weights /equipment in the gym

8.5. Carry a towel with you in the gym and wipe down equipment after use

8.6. Return gym equipment to its rightful place when finished to maintain a tidy and safe area

8.7. No bags to be taken into the gym or class areas

8.8. The member is responsible for monitoring their own physical condition throughout any exercise programme prescribed.

8.9. Our staff are not medically qualified. If you have any doubts about your fitness or capability to undertake physical exercise, we strongly recommend that you take independent medical advice before undertaking any exercise



8.10. Volair fitness staff should be consulted before using any new piece of equipment. Volair cannot accept responsibility for any injury sustained as a consequence of any item of equipment being used upon which the member has not received instruction

8.11. GymX members (11-16 years old) can attend the gym during specified times. These times can be requested from any Volair club. GymX members can attend the gym anytime with an appropriate adult

8.12. GymX members must complete an initial programme and also have a parent or guardian complete a junior form

8.13. We reserve the right to close certain areas from time to time at our discretion

## **9. Swimming Pool Use**

9.1. Obey the instructions of the lifeguard

9.2. Always shower before entering the sauna, steam room, Jacuzzi (Volair Spa) or swimming pool

9.3. Do not consume, store, or bring into the changing rooms or swimming pool area, any food or drink in a glass container

9.4. The ages of children allowed to use the swimming pool vary according to guidelines. Always follow the admission policy when bringing children swimming. You can find this policy online or at any Volair club

9.5. Babies must wear an appropriate swim nappy

9.6. The use of snorkelling equipment or swimming pool toys not issued by Volair is not permitted

9.7. Shaving is not permitted in any wet areas including showers, steam, and sauna

9.8. Costumes must be worn at all times whilst within steam room, sauna, swimming pools or jacuzzi and in public showering areas

9.9. The swimming pool may from time to time be reserved for other groups, lane swimming only or swimming lessons. Prior notice will be given when possible

9.10. Any person under the age of 16 years old must not use the sauna, steam rooms or jacuzzi

## **10. Lockers**

10.1. Lockers are provided subject to availability; these require a returnable £1 coin or trolley token or padlock

10.2. Lockers are the property of Volair Limited and no property should be left inside lockers when members are not using the facilities

10.3. Due to security and health & safety reasons any property left in lockers following a facility closing will be removed

10.4. Property inside a locker is left at the owners own risk

## **11. Swimming Lessons**

Please read the following points carefully as they refer to Volair Learn to Swim scheme and Volair swimming lesson memberships at Volair Limited. As a member you agree to comply with and adhere to the following terms and conditions.

- 11.1. Volair operates a continuous programme running through 50 weeks of the year. As a direct debit member the 50 weeks is averaged out equally over the year and collected monthly. Cash/Card paying members will be required to pay instalments of 10 weeks in advance
- 11.2. Learn to Swim Direct Debit paying members will receive free public swimming during junior swimming sessions
- 11.3. Amendments for Bank Holidays will only be processed if a written request is submitted via email to [info@volair.org.uk](mailto:info@volair.org.uk) or by calling 0151 443 2200. Where applicable, credit will be applied to future billing periods. Please note that refunds do not apply during the two-week Christmas break, as this period is not included in the 50 week period.
- 11.4. Unpaid Direct Debit payments will result in the swimming lesson service being removed and not reinstated until all monies repaid
- 11.5. When paying by Direct Debit, your monthly fee will automatically update if the swimmer's lesson fee changes e.g. if you receive a concessionary discount before stage 4 then advance into a stage 5 lesson
- 11.6. If during your membership period the swimmer's contact details change in any way you will be required to inform Volair by contacting reception, emailing [info@volair.org.uk](mailto:info@volair.org.uk) or calling 0151 443 2200
- 11.7. All lessons are subject to availability. We do not recommend purchasing a swimming lesson Direct Debit membership until your child has a place confirmed on our Learn to Swim Programme
- 11.8. All swimmers are bound by Volair Club Usage and Conduct Terms and Conditions
- 11.9. Membership is non-transferable
- 11.10. New swimmers can join the swimming lesson programme at any point subject to availability
- 11.11. Once payment has been made for swimming lessons, no refunds or reimbursements will be available unless absence is confirmed by a signed doctor's note or medical exemption certificate in case of illness. In such cases all credits due will be offered as a discount on future swimming lesson payments
- 11.12. Swimmers must wear appropriate swimming attire. No jewellery is to be worn at any time during swimming lessons
- 11.13. All lessons are subject to a 5 minute registration and administration time during the allotted session time, this is to record attendance.
- 11.14. Class numbers are restricted and set by Volair to ensure a quality teaching environment and are based on Swim England recommendations



- 11.15. No non swimmers (including parents/guardians) are permitted onto the poolside at any time
- 11.16. Queries regarding swimming lesson progress should be directed to the relevant Swimming Co-ordinator, who will then liaise with the swimmer's instructor to gather a response
- 11.17. Swimmers should not enter the pool until the swimming instructor is present
- 11.18. Swimmers' ability and speed of progression will vary depending upon the individual. Swimmers will progress when all competencies have been satisfied as specified by the Swim England guidance. Parents/Guardians will be notified of the swimmer's progression via Learn2 swimming portal and will then have the option to select a new lesson
- 11.19. Parents/Guardians of children under 8 must remain on site for the duration of the lesson
- 11.20. Ending the membership, when paying by Direct Debit: you have the right to end the membership within 14 days from the sign-up date. If you end the membership within this period, you will be refunded any pro-rata payments, less any fees for attending lessons. After 14 days you can end the membership following the initial 4 month term by providing 1 month notice (see point 12.1) Verbal notice cannot be accepted under any circumstances
- 11.21. Swim lesson membership freezes will only be offered in medical circumstances and proof of medical reason must be provided by a medical professional. Your child's usual lesson day/time may not be available upon your return
- 11.22. Concessionary discounts only apply to Stages 1 – 4 and are subject to Volair Concessionary Terms & Conditions

## **12. Cancellation, Freeze, Amendment of Volair membership**

- 12.1. Cancellation policy and notice periods: It is the member's responsibility to inform us of an intention to cancel the membership. Failure to abide by this requirement may lead to service charges being applied. Cancellation notice must be given for all Direct Debit memberships. A cancellation request form must be completed online at [www.volair.org.uk/thinking-leaving-us](http://www.volair.org.uk/thinking-leaving-us). We will confirm that we have received your cancellation within 3 working days. Upon cancellation one final Direct Debit payment will be collected. Minimum Term Members are contractually committed to the length of period as itemised on the service agreement and cannot cancel prior to the expiry date
- 12.2. It is the members responsibility to make sure that cancellation is placed via our cancellation form and that the Direct Debit is cancelled through their bank or building society in order to guarantee membership cancellation. Payments taken where you have not done this will not be refunded
- 12.3. Membership refunds, or extensions to contracts will not be given under any circumstances

12.4. Minimum Term Membership Transfer: During your commitment period you can transfer your Direct Debit membership to a friend or relative who can then take over the remainder of your existing membership

12.5. Limited right to cancel: during the minimum period of the agreement you may cancel the agreement only;

- a) If we fail to maintain the standard of service you would reasonably expect
- b) If we alter the operating hours of the service unreasonably
- c) If you develop a medical condition which prevents you from using the service on an ongoing basis. An appropriate medical practitioner must provide written evidence that this is so
- d) If you move away from the area by a distance which we consider, at our sole discretion, to be too far to travel to the services for regular use. We shall require evidence that such a move has taken place
- e) If you lose your employment and are unable to keep up the repayments as a result. You must produce documentary evidence and initially we shall be prepared to suspend payments for two months and review your financial situation thereafter

12.6. If you cancel your membership during the minimum contracted period, other than in the circumstances set out above, we shall be entitled to a termination payment. The termination payment will be the total of; the arrears (if any), any accumulated late payment charges that have been or will be incurred, the monthly subscriptions that would otherwise have fallen due before the end of the minimum contracted period

12.7. Members have the option to freeze their membership for a maximum period of 6 months. These includes point 12.4, circumstances C & D. All membership freezes are subject to approval by Volair Management

12.8. Membership freezes require a 14 day notice period and are subject to a £5 administration fee per month. Memberships can be frozen for a minimum of 2 months and a maximum of 6 months

12.9. Membership amendment: Members can request a change of membership after the initial Direct Debit has cleared by submitting an amendment form on our website [www.volair.org.uk](http://www.volair.org.uk) or calling us on 0151 443 2200. Amendments must be submitted before 15th of each month to take effect from 25th. The membership will be charged at the new monthly fee from the date of the next Direct Debit payment

12.10. Members can only request a change to a lower priced membership once the fixed term of their membership has been complete