

# WYE LEISURE CREDIT BONUS SYSTEM

## TERMS AND CONDITIONS

### INTERPRETATION

1. The name of the club is Wye Leisure Health & Leisure Club. ("the Club")
2. The club is owned by Wye Leisure Limited ("the Proprietor") company registration number 3926356
3. The "customer" is the account holder (member) assigned to the designated account
4. The "Credit Bonus" is 10% of the monthly payment made into your designated account
5. The "designated account" is the membership account which has been chosen at the application stage to which funds will be added and used from
6. The "initial period" is a three month period starting either from the 1st payment collection date or the date of the 1st collection after an amendment has been made to the collection amount
7. "Outstanding amount" is a sum of money spent by the customer at the Club but the funds were not transferred by the direct debit system into the proprietors account
8. Paragraph headings of these terms and conditions shall not affect their interpretation

### APPLICATION

9. Application to enter into the credit bonus system must be on the forms provided for the purpose
10. Only members from the following categories may apply into the system: Full Time, Off Peak, Evening and 20 / 10 Entry Guests
11. The Proprietor reserves the right to refuse entry into the Credit Bonus system at its discretion.
12. Once completed and accepted your form shall be processed and the direct debit set up with your bank, (unless you already pay for membership fees from the same account in which case the direct debit will already be set up).
13. At the application stage if you are part of a joint, family or group membership you must designate an account (membership number) to which you would like funds and bonus adding (The funds / bonus cannot be split between accounts)
14. The proprietor may amend these terms and conditions from time to time, but will give you three months written notice of any amendments.

### PAYMENT COLLECTION

15. To receive the Credit Bonus the payments into your designated account must be made by a regular monthly direct debit only
16. Payments made by any other payment method will not receive any additional free bonus
17. Prior notification will be emailed to the address given at the time of application and payments will be taken out on the 15th day of each month (+/- 3 days).
18. Payments collected will be added to your designated account within 24hrs of the payment collection being made. At that time the Credit Bonus will be added to your designated account balance.
19. In the event of the failure of any payment (returned payment) the proprietor reserves the right to levy in respect of each such failure an administration charge. The current charge is £20.00.
20. Money made up of any returned payment and any Credit Bonus added to it will be reversed from the designated account. In such circumstances where these funds may have already been used (outstanding amount), the proprietor will deduct this amount from any membership fees / entries already paid for, therefore reducing your membership duration. In such circumstances where the

designated account has no valid membership or entries remaining the proprietor will contact the designated account member and attempt to collect the outstanding amount by other means. It shall be recoverable from you as a debt. The customer will pay interest at a rate of 5% over the Bank of England lending rate applicable in force from time to time per month on all outstanding amounts from the date an outstanding amount was created after as well as before judgement and until the customer has paid all outstanding amounts in full.

### CHANGING THE COLLECTION AMOUNT

21. On application we will ask you to specify an amount to be collected by direct debit. This amount cannot be reduced during the initial period but can be increased. After the initial period has ended you may reduce the amount by either writing to the club or speaking with the scheme manager. If the amount is changed a new initial period will be started
  - a. From time to time during exceptional circumstances the proprietor may allow the collection amount to be reduced during the initial period, however the proprietor will levy an administration charge of £5.50 which can be taken from your designated account if there is enough credit remaining.
22. If you are paying for your membership via the same bank account and wish to continue using the club facilities, you should not cancel your direct debit at any time as the club will not be able to collect any membership fees. If at any time we are unable to collect membership fees via the arranged direct debit your membership will be stopped and an administration fee will be charged as detailed in the Club's main rules and byelaws

### USING CREDIT

23. The credit being held in the designated account may be used within the Club to pay for goods and services as long as the following criteria is met:
  - a. Goods taken must only be paid off by the designated account holder and the designated account holder should have personally received or have been within the group receiving the goods.
  - b. The designated account holder must when requested sign the payment slip produced by a club official, unless paying for goods/services over the telephone and this is not possible, however security checks will be undertaken at that time. This payment slip will be retained by the proprietor for future use
  - c. You are not paying for membership fees, joining fees, guest entries (20/10), personal training sessions or purchasing gift vouchers.
24. Credit held on the designated account cannot be transferred to any other members credit account

### REFUNDS

25. At any time the designated account holder may ask us to stop collecting payments into the designated account and ask for a refund of any remaining credit. Such requests must be made in writing to the club. On receiving such written notification the Proprietor will work out the amount to be credited which will represent the total credit in the designated account less a 15%. This figure is calculated to reflect a reversal of Credit Bonus in the designated account and the Proprietor's reasonable administration fee.