Membership & Direct Debit Terms and Conditions

These Terms and Conditions apply to memberships and Direct Debit arrangements with Brean Leisure Park, including memberships for Brean Golf Club, Unity Gym and Unity Play, and payments for Unity Lane Swimming memberships.

By joining a membership or agreeing to pay by Direct Debit, you agree to these Terms and Conditions, together with any specific rules that apply to the facility or activity you are using.

Please read these Terms and Conditions carefully before joining.

V 1.0 22/09/26

1. Definitions

In these Terms and Conditions:
"Brean Leisure Park", "we", "us" or "our" means the relevant company or operator providing your membership or activity.
"Member", "you" or "your" means the person named on the membership or Direct Debit agreement.
"Membership" means the membership package you have purchased.
"Facility" means the relevant leisure facility or activity included within your membership.
"Membership Term" means the minimum period you agreed to when joining.

2. Your Membership

2.1
Your membership starts on the date stated on your membership agreement or, where no specific date is stated, on the date you join.
2.2
Where you choose to pay by Direct Debit, an initial payment may be required when you join. This may cover the period between joining and your first regular Direct Debit payment.
2.3
Memberships are personal to the named member and cannot normally be transferred, sold or shared with another person.
Unity Play payments are personal to the child named on the booking and cannot be transferred to another child without our prior agreement.
2.4
You must provide accurate information when joining and must keep your personal and contact details up to date.
2.5
Your membership gives you access only to the facilities and activities included within your chosen membership package. Some activities, sessions or facilities may require an additional payment.
2.6
Membership does not guarantee immediate access to a facility. Capacity limits, bookings, scheduled activities, maintenance, events or health and safety requirements may mean that a waiting time applies or that access is temporarily restricted.

3. Direct Debit Payments

3.1
Your membership fee will be collected by Direct Debit in accordance with the payment schedule agreed when you join.
3.2
Regular payments may be collected on the 1st or 15th of each calendar month, or the next available working day.
3.3
Your monthly membership fee is payable whether or not you use the membership during that month, unless we have agreed otherwise in writing.
3.4
If the price of your membership payment changes, we will provide appropriate notice of the change before the new amount is collected.
3.5
Direct Debit payments are covered by the Direct Debit Guarantee. If an error is made by us or your bank/building society in relation to a Direct Debit payment, you may be entitled to a full and immediate refund from your bank or building society. (Direct Debit)
3.6
Cancelling a Direct Debit with your bank does not, by itself, cancel your membership contract. If you wish to cancel your membership, you must follow the cancellation process set out in these Terms and Conditions.

4. Membership Contract and Renewal

4.1
Where a minimum membership term applies, this will be clearly explained to you when you join.
4.2
Your membership will continue after the initial minimum term unless you cancel it in accordance with Section 8 of these Terms and Conditions.
4.3
After the minimum term has ended, your membership will normally continue on a rolling basis, subject to the applicable notice period.
4.4
We will not require you to enter into a new minimum term simply because your initial membership term has ended unless this is clearly explained and agreed when you purchase the new membership.

5. Facility Rules and Customer Behaviour

5.1
You must follow all reasonable instructions given by our employees, lifeguards, instructors and other authorised representatives.
5.2
You must comply with the rules, safety requirements and etiquette applicable to the facility or activity you are using.
5.3
Facility rules may be displayed at reception, on signage, online or communicated to you by our team.
5.4
We may reasonably update facility rules where this is necessary for health and safety, safeguarding, operational requirements, legal requirements or to improve the customer experience.
Where a change materially affects your membership, we will provide reasonable notice where practicable.
5.5
You must use equipment and facilities responsibly and consider the safety and wellbeing of yourself and others.
5.6
You must not:
• behave aggressively, abusively or threateningly towards customers or colleagues;
• use offensive, discriminatory or inappropriate language or behaviour;
• deliberately damage equipment or property;
• misuse facilities or equipment;
• ignore reasonable safety instructions;
• engage in behaviour that places yourself, another customer or a member of staff at risk.
5.7
We may take appropriate action where these standards are not met. Depending on the circumstances, this may include asking you to leave the facility, temporarily suspending your membership or, in serious or repeated cases, terminating your membership.
Where appropriate, we will explain the reason for any suspension or termination.

6. Health, Fitness and Medical Conditions

6.1
You are responsible for using our facilities and equipment in a manner appropriate to your own abilities.
6.2
You should not participate in physical activity beyond your capabilities.

6.3
If you have a medical condition, injury or other health concern that could affect your ability to safely participate in an activity, you should seek appropriate medical advice before taking part.
6.4
Where a medical condition, disability or other circumstance affects your ability to use a facility in accordance with its usual arrangements, please speak to a member of our team. We will consider reasonable adjustments where appropriate and where these can be made safely and practically.
6.5
Our team may restrict participation in an activity where there is a reasonable health and safety concern.

7. Facility Availability

7.1
We aim to keep facilities available during their published opening hours. However, opening times and facility availability may change.
7.2
Facilities may occasionally close or operate differently because of:
• planned maintenance;
• repairs or refurbishment;
• equipment failure;
• health and safety requirements;
• extreme weather;
• staff or instructor availability;
• competitions, tournaments or special events;
• exhibitions or other activities;
• operational requirements; or
• circumstances outside our reasonable control.
7.3
Where possible, we will provide reasonable notice of planned closures or changes.
7.4
We may temporarily close all or part of a facility where we consider this necessary for safety, maintenance or operational reasons.
7.5
Where a facility or activity becomes unavailable unexpectedly, we will take reasonable steps to minimise disruption and, where appropriate, offer an alternative session or reasonable alternative arrangement.
7.7
A membership does not provide priority access over other customers unless your specific membership package expressly states otherwise.
7.8
We may amend activity programmes, class timetables and swimming lesson schedules. We will provide reasonable notice of significant planned changes wherever practicable.
7.9
We will not normally provide a refund or reduction in membership fees for individual missed sessions, temporary closures or changes where the membership remains available for use overall, subject always to your statutory rights and the circumstances of the closure.

8. Cancelling Your Membership

8.1
If you have agreed to a minimum membership term, you are committing to that minimum term unless an earlier cancellation right applies under these Terms and Conditions or the law.
8.2
Once your minimum term has been completed, you may cancel your membership by giving the required notice.

8.3
For Leisure memberships, including Unity Play and Unity Gym, the standard cancellation notice period is one month, unless your membership agreement states otherwise.
8.5
Cancellation requests must be submitted in writing using the appropriate contact details provided when you joined.
8.6
Your membership remains active during your notice period, provided your account is fully paid and you continue to comply with these Terms and Conditions.
8.7
You should not cancel your Direct Debit before your cancellation has been confirmed by us. Cancelling your Direct Debit without properly cancelling your membership may result in outstanding amounts becoming payable.
8.8
We will provide confirmation when your cancellation has been processed.
8.9
If you believe your membership has been cancelled but you continue to receive payment requests, please contact us promptly and provide your cancellation confirmation.
Cancellation contact details:
ubleisure@unityholidays.co.uk

9. Membership Deferrals / Freezes

9.1
In exceptional circumstances, we may agree to temporarily suspend or defer a membership.
9.2
A deferral may be considered where a member is temporarily unable to use the facility for a significant period, for example because of injury, pregnancy or another medical reason.
9.3
Any deferral is subject to our agreement and may require supporting evidence.
9.4
A membership deferral may normally be granted for up to three months.
9.5
An administration fee of £20 may apply where a membership is deferred.
9.6
Unless otherwise agreed in writing, your membership will automatically recommence at the end of the agreed deferral period.
9.7
Requests for a deferral should be made in writing before the requested deferral begins.

10. Identification

10.1
You may be required to present an approved form of identification when accessing facilities.
10.2
Failure to present an approved form of identification when accessing facilities may mean that you are required to pay the applicable casual admission price until your membership can be verified.
10.3
Memberships are personal and must not be used by another person.
10.4
We may use a photograph or other identification information to verify your identity and prevent misuse of memberships.
10.5
You must notify us if your personal details change, including your name, address, telephone number, email address or vehicle details where relevant.

11. Junior Members

11.1
Where a member is aged 16 or 17, a parent or legal guardian may be required to provide consent to the membership.
11.2
The parent or guardian may be responsible for ensuring that the junior member understands and complies with these Terms and Conditions and any applicable facility rules.
11.3
Age restrictions and supervision requirements vary between facilities and activities. You must comply with the specific requirements applying to the facility you are using.
11.4
When a junior member reaches the applicable adult membership age, their membership arrangements may change in accordance with the membership package and terms applicable at that time. Any material change in price or contractual commitment will be communicated to the member.

12. Parking

12.1
Where included with your membership, you must provide your vehicle registration and keep us updated on any changes. Where changes have not been notified, any parking charges will be payable.
12.2
Parking arrangements, including designated areas, permits and restrictions, may change from time to time.
12.3
You are responsible for ensuring that your vehicle is parked in accordance with the applicable parking rules.
12.4
Vehicles and their contents are left at the owner's risk, subject to our legal responsibilities.

13. Personal Belongings and Lockers

13.1
You are responsible for your personal belongings while using our facilities.
13.2
Where lockers are provided, you should use them to secure valuables.
13.3
We are not responsible for loss, theft or damage to personal belongings except where we are legally responsible, including where the loss or damage results from our negligence.
13.4
You should not bring valuable or unnecessary items into the facility.

14. Unsupervised Areas

14.1
Not all areas of our facilities are continuously supervised.
14.2
Examples may include changing areas, gym areas, saunas and steam rooms.
14.3
Emergency facilities or alarms may be available in these areas. You should familiarise yourself with their location and use.
14.4
Children and young people must comply with the age and supervision requirements applicable to each facility.

15. Facility-Specific Rules

15.1
Individual facilities may have additional rules that apply alongside these Terms and Conditions. These may include rules relating to:
• minimum or maximum ages;
• height or ability requirements;
• supervision of children;
• swimming ability;
• appropriate clothing;
• use of equipment;
• capacity;
• bookings;
• health and safety;
• food and drink;
• photography and filming; and behaviour.
15.2
Where facility-specific rules conflict with these general Terms and Conditions, the facility-specific rule will apply to the relevant activity where appropriate.
15.3
Customers must follow reasonable instructions from staff responsible for operating and supervising the activity.

16. Accessibility and Reasonable Adjustments

16.1
We want our facilities and activities to be accessible and welcoming to all customers.
16.2
If you have a disability, medical condition or other accessibility requirement, please speak to our team before or during your visit so that we can discuss how we can support you.
16.3
We will consider reasonable adjustments where appropriate, taking account of health and safety, the nature of the activity, the needs of the individual and the practical operation of the facility.
16.4
An adjustment may not always be possible where it would create a significant safety risk or is not reasonably practicable. Where this is the case, we will explain the reason and, where possible, discuss an alternative arrangement.

17. Changes to These Terms and Conditions

17.1
We may update these Terms and Conditions from time to time to reflect:
• changes in the law;
• changes to our facilities or services;
• health and safety requirements;
• operational changes;
• changes to payment arrangements; or
• improvements to the clarity or administration of our membership arrangements.
17.2
We will not make changes simply to disadvantage members or remove rights that they are legally entitled to.
17.3
Where a change is material and affects your existing contractual rights or financial obligations, we will provide reasonable notice before it takes effect.
17.4
Where appropriate, we will explain how a material change affects your membership and any rights you may have to cancel.

18. Membership Fees and Price Changes

18.1
The price you pay will be the price applicable to the membership package you selected when you joined, subject to any agreed or notified price changes.
18.2
Where we need to change membership fees, we will provide appropriate notice before the new fee is collected.
18.3
Any price change will be applied fairly and transparently.
18.4
Promotional offers may be subject to specific eligibility requirements and may not be available to existing members unless expressly stated.

19. Non-Payment

19.1
Membership fees must be paid on the agreed payment dates.
19.2
If a Direct Debit payment is unsuccessful or an amount remains unpaid, we will contact you where appropriate and may request payment of the outstanding balance.
19.3
Where payment remains outstanding, we may suspend access to the relevant membership or activity until the account is brought up to date.
19.4
Suspension of membership does not automatically cancel any outstanding contractual payment obligations.

20. Suspension or Termination by Us

20.1
We may suspend or terminate a membership where there is a serious or repeated breach of these Terms and Conditions or the applicable facility rules.
20.2
Where a breach can reasonably be corrected, we may give you an opportunity to do so before terminating your membership.
20.3
We may take immediate action where this is reasonably necessary to protect the safety of customers, staff or the public, or where the behaviour is sufficiently serious.
20.4
Where we suspend or terminate your membership, we will provide the reason where it is appropriate and lawful to do so.
20.5
If we terminate your membership without fault on your part and you have paid in advance for services that will no longer be provided, we will consider whether a refund or other appropriate remedy is due.

21. Liability

21.1
Nothing in these Terms and Conditions excludes or limits any liability that cannot legally be excluded or limited.
21.2
We remain responsible for providing our services with reasonable care and skill and for complying with your statutory consumer rights. (GOV.UK)

21.3
You remain responsible for taking reasonable care of yourself and your belongings while using our facilities and for following applicable safety instructions.
21.4
Subject to our legal obligations, we are not responsible for loss or damage to personal belongings where we are not legally at fault.
21.5
Nothing in these Terms and Conditions affects your statutory rights.

22. Complaints and Feedback

22.1
We want to resolve concerns as quickly and fairly as possible.
22.2
If you are unhappy with any aspect of your membership or experience, please contact the relevant facility or our customer service team.
22.3
Where appropriate, we may investigate complaints using information such as staff reports, booking records, CCTV, facility records or other relevant information.
22.4
We will aim to respond within a reasonable timeframe and may request further information where necessary to investigate your complaint.

24. Data Protection

23.1
We will process your personal information in accordance with applicable data protection legislation and our Privacy Policy.
23.2
Personal information may be used for purposes including:
• administering your membership;
• processing payments;
• verifying your identity;
• communicating with you about your membership;
• managing bookings;
• operating our facilities safely;
• investigating incidents and complaints; and
• meeting our legal and regulatory obligations.
23.3
Where photographs or other identification information are collected for membership or security purposes, these will be handled in accordance with our applicable privacy information.

24. Direct Debit Guarantee

Your Direct Debit payments are protected by the Direct Debit Guarantee.
If there is a change to the amount, date or frequency of your Direct Debit, you will normally be notified in advance. If an error is made in the payment of your Direct Debit by us or your bank/ building society, you are entitled to a full and immediate refund from your bank or building society. You can also cancel a Direct Debit through your bank or building society, although you should also notify us if you are cancelling the payment because you no longer wish to continue your membership. (Direct Debit)

25. Your Statutory Rights

These Terms and Conditions do not affect any rights you have under applicable consumer protection legislation.

Our services must meet the standards required by law, including the requirement for services to be provided with reasonable care and skill. (GOV.UK)
If any provision of these Terms and Conditions conflicts with a legal right that cannot be excluded, that legal right will continue to apply.

26. Governing Law

These Terms and Conditions are governed by the law of England and Wales.
Nothing in these Terms and Conditions prevents you from exercising any statutory rights or seeking remedies available to you under applicable consumer law.

27. Contact Us

For membership enquiries, cancellations or changes to your membership:
Brean Leisure Membership Team
ubleisure@unityholidays.co.uk

Important information before you join
Before completing your membership, please make sure you understand:
✔ Your membership type and what facilities it includes
✔ Your membership price and payment frequency
✔ Any minimum membership term
✔ Your cancellation notice period
✔ Any age or facility restrictions
✔ That facility access may be subject to capacity and availability
✔ That facility rules and safety instructions must be followed
✔ How to contact us if you need to cancel or make changes

We recommend keeping a copy of these Terms and Conditions for your records.