

# The UNICITI SPARC Membership Agreement Terms & Conditions

UNICITI SPARC (Sports Aquatics and Recreation Centre), referred to as SPARC.

This is an Agreement between you, the Member, and Unicity SPARC which is managed by Casela Ltd, a company registered with BRN C13119467, whose registered office is at Royal Road, Cascavelle, 90203, Mauritius (“us” or “we”).

SPARC’s joining process is made in person at the reception desk. Information on membership prices and options can be found on our website <http://www.sparc.mu>. By joining SPARC, you acknowledge and accept to abide to the Membership Agreement and all related terms and conditions that have been presented to you prior to your enrolment as a Member.

## 1. MEMBERSHIP

- 1.1 An application for Membership, Student Membership, or Academy training membership may be made online or at the reception deck in the SPARC Entry Building.
- 1.2 Members and guests must be aged eighteen years or over (unless they hold either a valid “Child Membership”, or a SPARC Athlete Membership).
- 1.3 All applicants must present valid ID and/or certificates and/or written proof in accordance with their membership type (as per set requirements from management) to confirm their membership details upon their first visit before being granted access to facilities.
- 1.4 SPARC reserves the right to request further documentation from you to complete and/or renew your membership
- 1.5 Child Membership applications will require proof of age and proof of kinship and/or letter of proof of responsibility from a legal guardian on their first visit.
- 1.6 All minors should be accompanied by an adult. Child members shall be accompanied by their parents and/or legal guardian while minor SPARC Athletes shall be accompanied by their respective coaches and/or parents before and upon entering the premises.
- 1.7 Acceptance of an application for membership is solely at the discretion of SPARC Management and reasons need not be given for refusal.
- 1.8 You agree to comply and be bound by SPARC Membership Terms and Conditions, SPARC Rules, Regulations & Disclaimers for all facilities.
- 1.9 Your membership is personal to you. You must not share, sell, lend, or otherwise allow another person to use, your membership card.
- 1.10 Any Member found to be doing so shall have his/her membership revoked with immediate effect.
- 1.11 You may enter SPARC and each facility no later than forty-five (45) minutes before closing.

- 1.12** You must complete a Physical Activity Readiness Questionnaire before commencing use of the Services.
- 1.13** All temporary guests must:
1. Be introduced by a Member or present a valid guest pass which has been issued by SPARC
  2. Pay the guest fee
  3. Complete a Physical Activity Readiness Questionnaire before entering SPARC (should he/she use the sports facilities).
- 1.14** As a Member, you will be fully liable and responsible for the actions and behavior of your guests and shall ensure that they comply with all Membership Terms and Conditions, regulations and policies applicable to SPARC.
- 1.15** Access to SPARC is via a secured entry system. SPARC staff reserve the right to request and verify your identify before entering. Any failure to present the required identification documents (SPARC membership card and/or ID) may result in you being denied access to SPARC.
- 1.16** If you fail to produce your membership card on request on three or more consecutive occasions, we will require you to purchase a new membership card at the cost of MUR 400.
- 1.17** You agree that we may take and store a photograph of you for the purposes of your membership card and our security checks.
- 1.18** You acknowledge that we may make reasonable changes to the codes, protocols and policies applicable to SPARC at any time and at our discretion. Management reserves the right to provide you advance notice of the changes.
- 1.19** You agree to advise us promptly of any change to your Member details, as provided on your Membership Agreement.

## **2 MEMBERSHIP FEES AND CHARGES**

- 2.1** Your Contract and your membership will commence as set out below
- 2.1.1** Fixed Term Contracts paid by a monthly fee
- 2.1.1.1** Your Contract will commence on the date you sign your Contract and shall continue for the Fixed Term (twelve full months plus any extra days in the initial month) or as otherwise set out in your Membership Agreement, unless extended or cancelled in accordance with these Membership Terms and Conditions.
- 2.1.1.2** As a new member, from the enrolment date you have seven days to settle all pro-rated and cumulated dues for the current month before your application and access card get validated for your first use of the premises.
- 2.1.1.3** Any Joining Fee and pro-rated amount to cover the period from the date you sign your Contract to the date of your first monthly Standing Order payment can be paid online by credit card or in person by cash or card at the Entrance Building.
- 2.1.1.4** All standing orders are set to be paid from the member's account to SPARC account on the first working day of each month. Standing orders must e received by SPARC administration before the 5<sup>th</sup> last day of the month to ensure processing. Any standing orders received after that will require pro-rata payment of the few remaining days plus the next month, then the standing order will begin.

- 2.1.1.4.1** For couple and family memberships, only one account shall be used for the standing order to be processed.
- 2.1.1.4.2** Should there be a joint account, two signatories will be required for the standing order to be validated.
- 2.1.1.4.2.1** Should a member cancel the standing order and/or fail to pay the dues in due time, his/her access card shall be deactivated until all dues are settled.
- 2.1.2** Fixed Term Contracts paid in advance by an upfront fee:
  - 2.1.2.1.1.1** Your Contract will commence on the date you sign your Contract and shall continue for the Fixed Term (twelve full months plus any extra days in the initial month) or as otherwise set out in your Membership Agreement, unless extended or cancelled in accordance with these Membership Terms and Conditions.
  - 2.1.2.1.1.2** As a new member, from the enrolment date you have seven days to settle all pro-rated and cumulated dues for the current month plus the remaining twelve months before your application and access card get validated for your first use of the premises.
  - 2.1.2.1.1.3** Any Joining Fee and pro-rated amount to cover the period from the date you sign your Contract to the date of your contract end shall be paid online by credit card or in person by cash or card at the Entrance Building.
  - 2.1.2.1.1.4** Eligibility for the one year upfront discount is only valid if the payment is done in one single transaction.
- 2.2** You agree to pay the Membership Fees in accordance with your Membership Agreement. You may pay either a Monthly Fee or an Upfront Fee for your Fixed Term Contract. Unless we agree otherwise, you shall pay the joining fee as set out in your Membership Agreement.
- 2.3** The Joining Fee and any pro-rata Monthly Fees are each payable immediately and the joining fee and Monthly Fee are not refundable other than due to cancellation under Clause 3.2.12 of these Membership Terms and Conditions.
- 2.4** We administer your Standing Order payments. The name "Casela Ltd SPARC" will therefore appear on your bank statement next to your payments.
- 2.5** You must make any applicable Standing Order payments regardless of non-attendance, except where you cancel your Contract in accordance with these Membership Terms and Conditions.
- 2.6** If you fail to pay any monies due under your Contract or if any Standing Order is returned unpaid (or if any other form of payment is not honored) for whatever reason we may, at our discretion, refuse you entry to our premises and/or charge you an administration fee of up to MUR 500 on each occasion we seek such payment from you.
- 2.7** Any failure to pay a debt due to us will result in you being refused Membership in the future.
- 2.8** If we charge you at a higher rate for your Membership Fee and it is our error, we will reimburse the difference between the incorrect rate charged and the correct rate of Membership Fee in the Standing Order within fourteen working days following our deduction of the incorrect rate.
- 2.9** If you pay by credit card online for your monthly payment as a direct debit, you explicitly agree to have your credit card charged each month at the agreed rate

**2.10** All debit charges incurred by the Member from the bank shall not be claimed to SPARC under any circumstance.

### **3 CANCELLATION POLICY**

#### **3.1 CANCELLATION BY US**

**3.1.1** Without prejudice to any other rights or remedies which each party may have, we may cancel the Contract immediately on giving notice to you if you are in breach of any Membership Terms and Conditions.

**3.1.2** We may cancel your membership immediately should you harass, threaten or abuse our staff or other Members, maliciously damage our property, or should you commit any illegal act whilst on our facilities.

**3.1.3** We may cancel your membership if you operate as a personal trainer or you commission a personal trainer at any of our facilities without our consent.

#### **3.2 CANCELLATION BY YOU**

**3.2.1** Where you enter into a Fixed Term Contract, you acknowledge that you are entering into a long term commitment with us.

**3.2.2** Fixed Term Contracts can be paid wholly upfront, or paid by Standing Order on a monthly basis for a minimum fixed term.

**3.2.3** You confirm that you have entered into this commitment in full consideration of any likely changes in your own personal circumstances over this period and acknowledge that the Contract can only be cancelled in very limited circumstances (see clause 3.2.5, 3.2.11 and 3.2.12.).

**3.2.4** You agree that you shall not cancel your contract within the first year of the application of the said contract.

**3.2.5** Should you wish to cancel your contract after the first year, you shall notify SPARC management of your intent to do so with a notice of two (2) months prior to the termination date.

**3.2.6** For Fixed Term Contracts paid by an Upfront Fee: your Contract will end on the last day of the Fixed Term.

**3.2.7** On expiry of your Fixed Term Contract please contact us to discuss renewal of your Membership, alternatively, we may contact you.

**3.2.8** Short Fixed Term Contracts ranging from one (1) day to one (1) month duration are not eligible for any refund.

**3.2.9** For Fixed Term Contracts paid by a Monthly Fee: Your Contract will automatically continue on the terms and conditions of the previous Contract at the applicable Membership Fees at the time the Fixed Term expires.

**3.2.10** If you do not wish your Contract to extend after the your first year as a member of SPARC, you must give us notice that you do not wish for your Contract to extend no less than two calendar months before the end of the Fixed Term.

**3.2.11** For exceptional circumstances, you may cancel your Contract by giving us one calendar month's written notice in the event of certain circumstances that are beyond your reasonable control. Such events are:

- 3.2.11.1** Relocation: In the event that your permanent address or your principal place of employment is changed and both your new permanent address and your new principal place of employment are located more than 15 km away from SPARC. Appropriate evidence needs to be provided by you and received by us as proof (a copy of a utility bill or bank statement showing your new address and a letter from your employer confirming your new principal place of employment).
- 3.2.11.2** Long term (over three months) illness or injury: In the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits you from exercising for a period of three consecutive months or longer. Appropriate evidence of such illness, injury or medical condition needs to be provided by you and received by us as proof.
- 3.2.11.3** Redundancy: Where you have been made redundant from your employer or otherwise lose your job. Appropriate evidence of redundancy needs to be provided by you and received by us as proof.
- 3.2.11.4** Management discretion: if none of the above circumstances in Clause 3.2.12 apply and you are affected by other unforeseen extenuating circumstances we may (at our discretion and on an individual basis) consider a request by you to cancel your Contract. Any such request must be made to the manager directly in writing or email.
- 3.2.12** Please note – any Cancellation under Clause 3.2.12. Will not be effective until the appropriate supporting evidence is provided and received by us (in writing).
- 3.2.13** Any cancellation of your Contract under Clause 3.2.5 shall be subject to a MUR 500 administration fee.
- 3.2.14** Joining fees and monthly fees are only refundable if your Contract has been paid upfront for the year and is cancelled under Clause 3.2.12 of these Membership Terms and Conditions. Joining fees and monthly fees are not refundable in any other circumstances.
- 3.2.15** If you pay by Monthly Fee and your Contract is cancelled under Clause 3.2.12, your Contract will end at the end of the calendar month of your final payment. No refund of payments already made shall apply.

### **3.3 CONTRACT FREEZE**

- 3.3.1** You may freeze your Contract at any time by giving us ten days' notice and upon payment of MUR 500 administration fee for every month that your membership is frozen.
- 3.3.2** Payment of the administrative fee shall be made in person at SPARC.
- 3.3.3** Any Freeze Period must be for a minimum of three calendar months and shall take effect from the beginning of a calendar month.
- 3.3.4** The maximum duration of a Freeze Period in any 12 month period is of 6 months.
- 3.3.5** Consecutive freeze periods within one year from the first freeze date are not allowed.
- 3.3.6** Once the Freeze Period expires, your regular payments shall immediately recommence and the length of your Contract (as set out in your Membership Agreement) shall be extended by a period equivalent to the duration of the Freeze Period (the Extended Term).

- 3.3.7** Any Membership Fees due on a monthly basis under your Contract shall continue to be due each month until the end of the Extended Term.
- 3.3.8** If you paid by an Upfront Fee, the monthly fee of MUR 500 due during each month of any Freeze Period must be paid in advance and the length of your Contract (as set out in your Membership Agreement) shall be extended by a period equivalent to the duration of the Freeze Period (the Extended Term).
- 3.3.9** If you request to freeze your Contract for medical reasons and you are able to present evidence to the manager of such reasons, management reserves the right to waive the requirement for you to pay the MUR 500 administration fee during the freeze period.

#### **4 PRICES**

From time to time we may need to increase or adjust the price of membership. We will give you at least 1 full months' notice of any incoming price increase. SPARC assures you that:

- a. Pricing amendments will be made very clear as to:
  - a. The applicable period of the pricing changes.
  - b. The changed corresponding value of the pricing change.
  - c. Membership prices may increase from 3% - 10% per year.
  - d. The visibility of the pricing change (publicized on our website and emailed to your registered membership email address)
  - e. Your expressed right to terminate your membership in accordance with the membership terms and conditions and rules.

If you do not terminate the membership by the date given to you in the notice then the price of your membership will be automatically increased in accordance with our notice and automatically increased in your Standing Order payments

#### **5 VARIATION OF MEMBERSHIP**

- 5.1** Only upgrades in membership are allowed.
- 5.2** To vary the type of Membership you have signed up for (i.e. changing from a Single Adult membership to a Couples plus two (2) Children membership) please ask the SPARC Administration staffs for a Membership Amendment Form.
- 5.3** In order to vary your Membership, you will be required to enter into a new fixed term as set out on your new Membership Agreement.
- 5.4** The increase in your Membership Fee (difference from your current contract to the new contract) will be charged accordingly.
- 5.5** The new membership type will only be in effect once all monies due from the previous contract and the new contract have been settled.

#### **6 REFURBISHMENT, REPAIR & EVENTS**

- 6.1** You acknowledge that it may be necessary for us to close all or parts of our clubs from time to time to carry out refurbishments, repairs or host events and that this may disrupt our provision of the Services.
- 6.2** Subject to Clause 2.5., you agree that any such disruption shall not constitute a material breach of the Contract.

- 6.3 SPARC ensures that, as much as possible, we shall minimize any inconvenience and/or disruptions caused in the processes.
- 6.4 If SPARC is closed for an extended period, we will use our best efforts to provide you with suitable alternative facilities for the duration of the closure.
- 6.5 Where we are unable to do so, we may, at our discretion, refund a proportion of your Membership Fees already paid that relate to the period of closure and/or add any closure period onto the end of your Contract Term (or, where you have chosen to freeze your Contract, the Extended Term), as appropriate.

## **7 APPLICATION OF CONDITIONS AND OUR OBLIGATIONS**

- 7.1 These Membership Terms and Conditions shall prevail over any inconsistent terms or conditions contained or referred to in your Membership Agreement or implied by law, trade custom, practice or course of dealing. This will not change your statutory rights.
- 7.2 We may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature or scope of the Services.
- 7.3 We shall notify you of any changes in the manner we deem most appropriate, which may include emails, updates to our website or signs within SPARC, as the case may be.
- 7.4 We shall use reasonable endeavors to provide the Services but you acknowledge that our ability to provide the Services may be affected by circumstances beyond our control.
- 7.5 Any complaints should be brought to the attention of a member of staff.
- 7.6 Any complaints unresolved at the time of the incident shall be referred to and dealt with by the duty manager.

## **8 SECURITY**

- 8.1 Members must either secure their personal belongings on their person or, where available, secure them in a locker provided by us.
- 8.2 Lockers that are not hired will be emptied every night.
- 8.3 Any property found within a Club (including a locker that is not hired) will be stored for a period of up to one month and will be deemed lost property (excluding any wet items which will be disposed of immediately on discovery).
- 8.4 After expiry of the one month period, the property will be disposed of if not claimed.
- 8.5 Subject to Clause 8.1 above, on every occasion SPARC is used, we, our employees, agents and subcontractors will not be liable for any loss, damage or theft of any property brought onto any of our premises either secured or not secured in a locker.

## **9 Membership Cards**

- 9.1 All customers are required to present their membership card on each visit to the facility.
- 9.2 The card remains the property of SPARC.

- 9.3** In the event that you lose your card, a replacement will be made available at a nominal charge of MUR 400.
- 9.4** The card may only be used by the person to whom it has been issued.
- 9.5** The access rights linked to the card will be limited and/or blocked should there be any unsettled monies from the card bearer and/or the account bearer of the card holder.
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#### **MEMBERSHIP ADMINISTRATION**

- ❖ For all Standing Order membership administration enquiries please contact us by emailing [membership@sparc.mu](mailto:membership@sparc.mu)
- ❖ For all other member enquiries and activity bookings please contact us using the appropriate option on Contact Us on our website [www.sparc.mu](http://www.sparc.mu) or contacting SPARC directly on 401 6611.

#### **PHYSICAL CONDITION OF MEMBER**

The Member warrants and represents that he/she is in good physical condition and that he/she is capable of engaging in food & supplementation programs and active or passive exercise and that such programs and exercise would not be detrimental to his/her health, safety, comfort or physical condition. If his/her physical condition changes this must be relayed in writing to SPARC's manager. All users of SPARC must have completed a Physical Activity Readiness Questionnaire.