

# ACTIVE LEICESTER TERMS & CONDITIONS

## 1. YOUR ACTIVE LEICESTER CARD

- 1.1 On joining our facilities, you will be issued with a membership card. Each time you visit the facility you must present and swipe your card at the reception. We reserve the right to refuse admission if you fail to bring your membership card. Membership cards belong to Leicester City Council and we will make a charge of £5 for any that are lost or stolen. Membership is personal to you and cannot be transferred to another person. You may not lend your membership card to anyone else or allow it to be used by anyone else. We may terminate your membership if you knowingly allow your membership card to be used by any other person. A photograph will be required upon joining for identification purposes.

## 2. MEMBERSHIP

- 2.1 We offer different types of memberships. The categories of memberships and the rules governing the different categories of memberships e.g. opening hours, times of entry, age etc. are set out on the website [www.leicester.gov.uk/ActiveLeicester](http://www.leicester.gov.uk/ActiveLeicester).
- 2.2 Your membership will start once we have received payment of your appropriate membership subscription, as set out in the centre's price list and your signed membership form. You must inform us immediately if any of the details set out in your application form change e.g. changes to address, email or telephone details. Your membership will, however, be subject to checking by us and we reserve the right to reject applications if we have reasonable grounds to do so. The term "free" refers to pre-paid memberships only and adult memberships do not include activities for children. You have the right to cancel your membership within 14 days of signing your membership application form, under the Consumer Contracts Regulations, by emailing [active@leicester.gov.uk](mailto:active@leicester.gov.uk). You will be refunded the difference between the payment made at sign-up and the value of the days our facilities were used. Any refund due will be issued via BACS within 5 working days of it being processed. The minimum membership term (for Health & Fitness memberships) is 3 months (5 months for corporate memberships), and should you wish to cancel before this you will be responsible for payment of the remaining minimum period.

## 3. VAT EXEMPTION

- 3.1 As of 1st December 2017, Sports Services Fees & Charges that relate to sporting activities will now be VAT exempt.

#### **4. LITE MEMBERSHIPS**

- 4.1 Lite Gym membership entitles you to use the gym at our Lite centres ONLY and Lite Gym/Swim membership entitles you to use the gyms and public swimming sessions at our Lite centres ONLY. Our Lite centres are New Parks Leisure Centre and Spence Street Sports Centre.

#### **5. SWIM LEICESTER AND COURSE MEMBERSHIP**

- 5.1 Swim Leicester and Course memberships entitle you to entry for one weekly lesson. Junior Swim Leicester memberships are also entitled to free public swimming at all our leisure centres. Each customer will be allocated with a membership card and children must produce the card on each entry for free swimming. Refund requests will be honoured where less than 14 days' notice is given for medical reasons with supporting medical evidence. Membership suspension does not apply to Swim Leicester or course customers; however, places can be held for up to eight weeks in cases where medical evidence can be provided. For direct debit customers planned closures will be credited in the following month's direct debit collection. Note: All annual & direct debit course prices are calculated based on a 50-week assessment. Swim Leicester customers do not need to provide 28 days' written notice to cancel the course membership. However, customers must send an email to [active@leicester.gov.uk](mailto:active@leicester.gov.uk) to process the request and provide the reason for the cancellation.

#### **6. JUNIOR MEMBERSHIPS**

- 6.1 Junior Memberships entitle 14-17 year olds to use the gyms and public swimming sessions, the minimum age requirement to use the gym is 14yrs, 16yrs for Lite facilities. The minimum age requirement for group exercise classes is 16yrs or 14yrs if accompanied by an adult. Direct debit customers must be at least 18 years old, therefore all Junior Memberships must have adult bank details and signed parental consent. Junior memberships end when the member turns 18 and should they wish to continue with their membership after this they will be required to sign up for an adult membership. Please note: gym inductions are mandatory for anyone under the age of 18.

#### **7. GOLF LEICESTER MEMBERSHIP**

- 7.1 All Golf Leicester customers must produce their Active Leicester card at reception before playing. All Golf Leicester members will be entitled to two weekend tee-off bookings, which they can book seven days in advance.
- 7.2 Direct Debit Customers – direct debit membership has a contractual term of 12 months. Should a direct debit be cancelled within the 12 months, the remaining term plus a £10 admin fee will apply (please note suspensions do not apply, unless for medical reasons where medical evidence can be provided).

7.3 Annual Pre-Pay Customers – All annual memberships are 12 months for the price of 11. Refunds will only be provided as in 12.2

## **8. LIVE WELL MEMBERSHIP**

8.1 Live Well memberships are exclusively for customers that have a long-term health condition and have been referred via their GP/Healthcare professional. The membership entitles you to a 24 month only – Gym, Swim and Classes membership. The membership will have an automatic price increase at month 12 from £10 per month to £15 and your direct debit will be amended accordingly.

8.2 Live Well memberships cannot be amended or suspended at any time.

8.3 To cancel your Live Well membership, written notice including the reason needs to be emailed to [livewell@leicester.gov.uk](mailto:livewell@leicester.gov.uk). In certain circumstances we will accept notice provided by calling the Live Well team on 0116 454 4000.

8.4 Active Leicester's terms apply on conditions that are not covered in the above.

## **9. SUBSCRIPTION**

9.1 Your membership subscription payment is as set out in the price list - Monthly: by Direct Debit in advance (Direct Debit payments are taken on or around the 1st working day of each month); or annually: pre-paid in advance. If you join during the course of a month your membership will be calculated on a proportional basis according to the next available debit date.

9.2 Prices will be reviewed annually and will be subject to increase in line with the Retail Price Index. We will notify current members of the facility (by email, signage in the centres or on our website) of any increase to the subscription payments no later than 30 days in advance. If a concession is applicable it is your responsibility to provide eligibility evidence prior to the concessionary rate end date, to continue receiving a discounted rate. Eligibility documents are to be provided every six months for general concessions and before each September for students. Eligibility documents must be no older than three months of representation. Failure to provide the evidence will result in the direct debit payment reverting to the original price of the membership. It is also your responsibility to inform us of any change in circumstances. (this does not apply to those with a lifelong condition)

## **9. CANCELLATION AND AMENDMENTS**

### **9.1 Minimum Written Notice Period**

9.2 To cancel your membership, written notice including reason for cancellation needs to be emailed to [active@leicester.gov.uk](mailto:active@leicester.gov.uk) in the first instance. In certain circumstances we will accept notice provided by calling our membership line on 0116 454 0910 (Mon-Fri 8am-8pm or Sat-Sun 8am-2pm). Cancellations take effect at the end of the month . Any cancellation requests for that month must be made by the 5<sup>th</sup>. E.g. if you

wish to cancel your membership at the end of March, we must receive notice no later than 5<sup>th</sup> March. Please be aware it is the members' responsibility to cancel with their bank after their final payment. However, if you cancel at the bank without providing notice, any arrears, plus a £10 admin charge will be added to your account. Failure to pay any arrears will result in your account being passed to enforcement agents.

## 10. Amendments

- 10.1 To upgrade or downgrade your membership – please email [Active@leicester.gov.uk](mailto:Active@leicester.gov.uk) or call 0116 454 0910. For upgrades, once the pro-rata payment is made, you can use your upgraded membership with immediate effect. Downgraded memberships will take effect the following month. **Please note – customers cannot amend whilst in the contractual term for that membership.**

## 11. MEMBERSHIP SUSPENSION

- 11.1 Your health & fitness membership can be suspended for a minimum of one calendar month and a maximum of three calendar months in any rolling 12-month period, for any reason. Health & Fitness Memberships are:

Adult all inclusive	Gym, Swim & Classes	Gym & Swim
Gym Only	Swim Only	Family
Joint 1+1	Gym & Climbing	Junior All Inclusive
Junior Gym & Swim	Corporate	60+

- 11.2 The maximum period for a single suspension is for three months (which can be reviewed by emailing [active@leicester.gov.uk](mailto:active@leicester.gov.uk)), with a minimum of three months gap between suspension periods. Written notice of suspension must be emailed to [active@leicester.gov.uk](mailto:active@leicester.gov.uk). The suspension must be agreed with the Sports Membership Officer at least three working days prior to the 1st of the month in which the suspension is required. The direct debit instruction must not be cancelled, as an admin fee of £3.00 will be collected via the direct debit, for each suspended month. **Once the suspension period comes to an end, the minimum membership term for the relevant membership will apply.**

## 12. REFUNDS

- 12.1 Direct Debit – we will refund your direct debit only in cases where we have charged you in error. The pro rata is non-refundable, and we will not refund for non-usage of leisure facilities or for any unforeseeable closures. Please note: **it is the customer's responsibility to cancel with the bank, and refunds will not be provided.**
- 12.2 Annual Pre-Paid – we will refund the remainder if you have paid annually only in cases of medical grounds with evidence or permanent residential relocation 15 miles or more from any of the Active Leicester centres (for which we will require evidence). No

refund is payable if we terminate your membership for failing to comply with these terms.

### **13. ARREARS**

- 13.1 If we fail to collect a direct debit payment due to lack of funds available, a £10 admin fee will be applied to your account and your membership will be suspended. If your account remains in arrears, you will be written to and notified. You will have 10 working days from the date of the letter to settle the arrears. Should we not receive payment; your account will be passed onto Enforcement Agents who may make an application to the HM Courts and Tribunals Service to enter judgement for the amount owed.

### **14. YOUR MEMBERSHIP RESPONSIBILITIES**

#### **Inductions:**

- 14.1 Active Leicester advises you to complete a Gym Induction before using any of our fitness equipment. The Gym Induction process will help you to familiarise yourself with the equipment across each of our centres. If you do not undertake a Gym Induction, it is at your own risk and by purchasing a membership and utilising any of the Active Leicester Gym's you agree that you understand this risk. If you do initially waive the Gym Induction you are welcome to book a Gym Induction later depending upon availability. It is your responsibility to book and undertake an induction or it is assumed that you have waived your need to do so.

#### **Health Commitment Statement**

- 14.2 You are responsible for your own health. There are risks associated with exercise and you should never go beyond your abilities. If you have any doubts about your health, fitness or any related medical conditions you should consult a relevant medical professional before partaking in any activities across the Active Leicester facilities.
- 14.3 By purchasing a membership and utilising any of the Active Leicester facilities you agree that you understand the potential risks involved with exercise, and that you do not have any health conditions that may prevent or adversely affect your participation in any of the associated activities involved. You agree that if your health status changes you will seek guidance and clearance from a relevant medical professional prior to resuming activities with Active Leicester. It is your responsibility to inform of us of any relevant concerns or changes regarding your health.

### **15. BOOKINGS**

- 15.1 Cancellations require a minimum of three hours' notice and should you not provide the required notice, you will be charged £3. Should you notify us within the three hour period, you will still be charged £3 unless your space is subsequently booked.

We operate a class lateness policy which will prevent anyone arriving more than five minutes late. This is to avoid classes being disturbed and to avoid injury. We reserve the right to refuse to re-book for you if you do not provide the required notice. You can cancel by emailing the centre directly (addresses in the contacting us section), by phone and online for direct debit customers. Adult and junior inclusive memberships that include racquet sports are subject to reasonable use and limited to one court booking per day. Please note: adult opponents will be required to pay. Junior opponents are all included within the booking.

## **16. CODE OF CONDUCT/BEHAVIOUR**

### **16.1 You must:**

(a) comply with the Dress Code of the gym; training shoes, track suits or appropriate shorts, tee shirts.

(b) show consideration for other members and staff in and around the facility premises;

(c) not use abusive or bad language;

(d) not bring pets into any parts of the premises (Guide Dogs permitted);

(e) not smoke in any part of the premises;

(f) not bring, use or be under the influence of illegal drugs in any part of the facility.

16.2 The sale or supply of alcohol in the Leisure Centre premises to members will be permitted during the general licensing hours in force within the relevant licensing district. No alcohol shall be brought into the premises without prior consent from the General Manager. Being under the influence of alcohol is not permitted within the confines of the facility and may result in suspension or cancellation of membership. We may terminate the membership of any member and may refuse entry onto premises any person who fails to comply with these terms or whose conduct, in our reasonable opinion, might harm the character or interests of the facility or its members or render that person unfit to associate with members of the facility.

## **17. LOST PROPERTY**

17.1 Please note: items of a personal nature e.g. underwear/swimwear will be discarded immediately. Non-valuable items will be kept for a month and valuable items for up to three months.

## **18. CHANGES AND ADJUSTMENTS**

18.1 From time to time we may need to adjust the availability of certain facilities on a temporary basis for the general purpose of cleaning, decorating, repairs, upgrades, maintenance, special functions and holidays. We may also need to amend the rules

and terms and conditions from time to time to ensure the health and safety of members or for operational/service delivery reasons.

## **19. GENERAL DATA PROTECTION REGULATION (GDPR)**

- 19.1 Leicester City Council is registered as a Data Controller with the Information Commissioners Office under the Data Protection Act 2018 (DPA) and GDPR act 2018, allowing us to hold and to decide how your personal data can be used.
- 19.2 We regard your privacy as important and all employees and people who work with us and have access to your personal data or are associated with the handling of that data are obliged to comply with the DPA. In order to provide you with the service you require, there may be occasions when your information is shared with those who carry out work on our behalf.
- 19.3 We will use your personal data to manage your account with us and to ensure that you get the full benefit of membership and to help plan our services.
- 19.4 Sometimes we may need to ask other agencies or organisations for relevant information about you to fulfil our legal responsibilities or to provide services. We may pass your information to other agencies or organisations as allowed or required by law, for example to enable them to carry out their legal duties or where it is necessary to prevent harm to yourself or other individuals.
- 19.5 We have a duty to keep sufficient information to provide services and fulfil our legal responsibilities, keep your records secure and accurate, only keep your information as long as is required and collect, store and use the information you provide in a manner that is compatible with the Data Protection Act.
- 19.6 We will always try and keep your personal data secure, whether it is held on paper or electronically.
- 19.7 To find out more about how the Council uses your personal data, you can view our privacy notice at:

<https://www.leicester.gov.uk/your-council/how-we-work/our-website/privacy/>

Alternatively, you may write to:

The Data Protection Officer

Information Governance & Risk,

Legal Services,

4th Floor, Rutland Wing,

City Hall, 115 Charles Street, Leicester, LE1 1FZ.

email: [data-protection-officer@leicester.gov.uk](mailto:data-protection-officer@leicester.gov.uk)

## 20. COMPLAINTS PROCEDURE

20.1 If you're not happy with our service you can complete our online complaints form at <https://www.leicester.gov.uk/contact-us/comments-compliments-and-complaints/> or call us on 0116 454 1000. You can also write to Comments, Compliments and Complaints, Customer Services, Leicester City Council FREEPOST (LE985/33), City Hall, 115 Charles Street, Leicester LE1 1FZ.

## 21. CONTACTING US

21.1 All written notices should be emailed to [active@leicester.gov.uk](mailto:active@leicester.gov.uk). Please be aware that it is the member's responsibility to ensure that the Sports Membership Officer receives your correspondence. Sports and Leisure Centre email addresses are as follows:

[aylestoneleisurecentre@leicester.gov.uk](mailto:aylestoneleisurecentre@leicester.gov.uk)

[leicesterleysleisurecentre@leicester.gov.uk](mailto:leicesterleysleisurecentre@leicester.gov.uk)

[braunstoneleisurecentre@leicester.gov.uk](mailto:braunstoneleisurecentre@leicester.gov.uk)

[newparksleisurecentre@leicester.gov.uk](mailto:newparksleisurecentre@leicester.gov.uk)

[cossingtonsportscentre@leicester.gov.uk](mailto:cossingtonsportscentre@leicester.gov.uk)

[spencestreetsportscentre@leicester.gov.uk](mailto:spencestreetsportscentre@leicester.gov.uk)

[evingtonleisurecentre@leicester.gov.uk](mailto:evingtonleisurecentre@leicester.gov.uk)