



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 Active Leicester (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 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.

2.3 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. 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 10 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. SWIM LESSON AND COURSE MEMBERSHIP

4.1 Swim Lesson and Course memberships entitle you to entry for one weekly lesson. All annual & direct debit course prices are calculated based on a 50-week assessment. Junior Swim Lesson memberships are also entitled to free public swimming at all our leisure centres, whilst the membership remains active. Each customer will be allocated with a membership card and children must produce the card on each entry for free swimming.

REFUND & SUSPENSIONS

4.2 Refund requests will only be honoured where less than 14 days' notice is given for medical reasons with supporting medical evidence. Missed sessions by members will not be credited. Swim lessons and course memberships are continuous and cannot be suspended unless there is a valid medical reason. In which case places may be held up to a maximum of 8 weeks at the manager's discretion, providing there is supporting medical evidence.

PLANNED CLOSURES

4.3 For direct debit customers, planned closures will be credited in the following month's direct debit collection where the planned closure is on or before the 20th of the month. For closures or lesson cancellations taking place from the 21st of the month onwards the credit will be applied in the next month's collection and Annual memberships will be credited the time back.

CANCELLING

4.4 Customers need to provide notice to cancel the Swim Lesson or Course membership please see the Cancellation clause below (point 8).

5. JUNIOR MEMBERSHIPS

5.1 Junior memberships allow young individuals to use the gyms and public swimming sessions. For a more detailed breakdown of junior age ranges, please refer to our website leicester.gov.uk/ActiveLeicester. The payee of a junior membership must be over 18 and the payee is required to make any further financial changes. Signed parental consent is required upon joining. Upon a junior member turning 16 years of age, Active Leicester reserves the right to automatically upgrade to the full membership rate unless a cancellation request has been received. Customers will be notified via email prior to the change of the membership rate. If you inform us in writing within fourteen days of the upgrade date that you wish to cancel, we will refund any membership fees you have paid in relation to the upgrade and release you from your contract without charge. Junior members are required to be supervised at all times, in the gym, by booking into dedicated sessions or by attending with a parent / guardian. Pre-booking is required for dedicated sessions with details available on our website. Group exercise classes are not available to those aged 15 and under unless stated. Please note: gym inductions are mandatory for anyone under the age of 18. It is the junior and parent/guardian's responsibility to adhere to the terms and conditions of their membership including participation in an induction, failure to do so will be at your own risk.

6. GOLF LEICESTER MEMBERSHIP

6.1 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 subject to availability, which they can book seven days in advance.

6.2 Occasionally, we may temporarily close certain holes or sections for improvements in the best long-term interest of the course. Closure may also occur due to adverse weather conditions that would prevent play and/or lead to damage of the course or persons.

6.3 Direct Debit Customers - direct debit membership has a contractual term of 12 months. After this initial period, monthly payments will continue unless a cancellation is requested (please refer to our cancellation clause below). 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).

6.4 Annual Pre-Pay Customers – All annual memberships are 12 months for the price of 11. Refunds will only be provided as outlined in clause in 11.2.

7. SUBSCRIPTION

7.1 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. Annual membership renewals can only be made within 30 days of your membership expiry date.

7.2 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 centre or on our website) of any increase to the subscription payments no later than 30 days in advance, in line with our Direct Debit Guarantee. 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 12 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 full 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).

8. CANCELLATION AND AMENDMENTS

Minimum Written Notice Period

8.1 To cancel your membership, written notice including reason for cancellation needs to be emailed to active@leicester.gov.uk. You can also request to cancel your membership at your local leisure centre in person. Cancellations take effect at the end of the month. Any cancellation requests for that month must be made by the 20th. E.g. if you wish to cancel your membership at the end of March, we must receive notice no later than 20th 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.

9. AMENDMENTS

9.1 To upgrade or downgrade your membership please email active@leicester.gov.uk. 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 downgrade whilst in the contractual term for that membership.

10. MEMBERSHIP SUSPENSION

10.1 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.

10.2 The maximum period for a single suspension is for three months (which can be reviewed by emailing active@leicester.gov.uk), with a minimum of three months gap between suspension periods. Notice of a suspension request must be agreed with your Leisure Centre 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 will be collected via the direct debit, for each suspended month. Once the suspension period comes to an end, the minimum membership contract term for the relevant membership will be reapplied.

11. REFUNDS

11.1 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.

11.2 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.

12. ARREARS

12.1 If we fail to collect a direct debit payment for any reason, 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.

13. YOUR MEMBERSHIP RESPONSIBILITIES

13.1 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.

13.2 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.

13.3 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.

13.4 Customers that require assistance whilst visiting our Leisure Centres can be accompanied by up to two carers who are allowed free entry. The carers must act as support for the individual and must remain with them at all times. The carers will not be permitted to participate in their own activity if someone requires direct support to carry out the exercises i.e. swimming, gym or exercise classes.

14. BOOKINGS

14.1 Class 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 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. When making a booking you agree to abide by the facilities policies and procedures. Active Leicester may cancel, or refuse your booking when necessary and will provide appropriate notification. If you have not arrived at the start time of your booking it may be cancelled or allocated to another member. Please note: for court bookings adult opponents will be required to pay. Junior opponents are all included within the booking.

15. SIGNING UP

15.1 Customers are requested to supply their email address, mobile phone number and address before they join or use the centre, so we are able to contact them for updates which effect their membership. If an email is not provided customers can keep up to date via our website or by contacting our team. We will no longer be sending out paper copies of service and membership updates.

16. PROMOTIONS AND OFFERS

16.1 During the sign-up process you have the opportunity to opt out of receiving marketing. If you do not opt out, you will be automatically agreeing to receive marketing material from Active Leicester.

16.2 By opting in during the sign up process to marketing & promotional material, we will keep you updated by electronic methods (for example, email, SMS, push notifications and MMS) about our special discounts, offers, products and services that we think may be of interest to you.

16.3 By utilising a promotional code or participating within a membership promotion for any of our memberships, you agree to pay the minimum of three month(s) direct debit in the case of cancellation. If cancelling before this period, we will raise a charge to cover the contractual period. If the contract terms are not followed legal proceedings may be taken and administration charges will apply. Please note, some promotions and campaign will have supplementary terms and condition in addition to our standard T&Cs, which will be listed on our website, where relevant.

16.4 We reserve the right to cancel or amend any promotions or campaigns without notice due to any event outside of our control. Any changes will be notified to those required as soon as possible via email or our social platforms.

17. CODE OF CONDUCT/BEHAVIOUR

17.1 You must:

- comply with the dress code of the gym; training shoes, track suits or appropriate shorts, tee shirts.
- show consideration for other members and staff in and around the facility premises.
- not use abusive or bad language.
- not bring pets into any parts of the premises (Guide Dogs permitted).
- not smoke in any part of the premises; include vaping and e-cigarettes
- not bring, use or be under the influence of illegal drugs in any part of the facility.

17.2 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.

17.3 Cycle Hub - Customer's property is left within the Cycle Hubs at the owner's own risk, Active Leicester (Leicester City Council) accept no responsibility for loss or damage. When using a Cycle Hub, you must follow the appropriate guidance and only use allocated spaces for cycle storage.

18. LOST PROPERTY

18.1 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.

19. CHANGES AND ADJUSTMENTS

19.1 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 and/or for operational/service delivery reasons. Customers will be informed of these changes via email. By continuing with your membership, you are agreeing to our updated terms and conditions.

20. GENERAL DATA PROTECTION REGULATION (GDPR)

20.1 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. The full policy is available at: leicester.gov.uk/privacy.

21. COMPLAINTS PROCEDURE

21.1 If you're not happy with our service you can complete our online complaints form at 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.

22. CONTACTING US

22.1 All written notices should be emailed to active@leicester.gov.uk. Please be aware that it is the member's responsibility to ensure that Active Leicester receives your correspondence. Sports and leisure centre email addresses are as follows:

aylestoneleisurecentre@leicester.gov.uk
braunstoneleisurecentre@leicester.gov.uk
cossingtonsportscentre@leicester.gov.uk
evingtonleisurecentre@leicester.gov.uk
leicesterleysleisurecentre@leicester.gov.uk
newparksleisurecentre@leicester.gov.uk
spencestreetsportscentre@leicester.gov.uk
humberstoneheightsgolf@leicester.gov.uk