

ACTIVE LIFESTYLES – OUR MEMBERSHIP TERMS

These are the terms and conditions of your Membership. Please read these Terms carefully before you complete the Online Joining Process. These Terms tell you who we are, how we will provide the services to you, how you and we may change or end the Membership, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss.

1. DEFINITIONS

Membership: your membership of the Site(s) operated by us as described in your Membership Details and these Terms;

Membership Details: a summary of your Membership type, Membership Start Date, permitted Site(s), any Start-Up Fee you must pay, your First Payment and subsequent Direct Debit Payments (where applicable) and next due date, your Annual Payment (where applicable) and any other additional terms or details which may apply to your Membership;

Membership Start Date: the date you have selected during your Online Joining Process for when your Membership is to start;

Online Joining Process: the submission of an online application for Membership;

Site(s): various sports centres and leisure facilities operated by us which you are permitted to use as part of your Membership;

Terms: the terms and conditions in this document;

We/our/us: The Borough Council of Calderdale trading as Active Lifestyles of the Town Hall, Crossley Street, Halifax HX1 1UJ; and

You: the person named in the Membership Details, or if that person is under 18 years old, the account holder nominated during the Online Joining Process from where payment(s) for Membership are made.

1.1 The words "writing" or "written" in these Terms includes emails.

2. OUR CONTRACT WITH YOU

- 2.1 You must be at least 18 years old to enter into this contract. If you are not at least 18 years old, a parent or legal guardian must apply for Membership on your behalf using the Online Joining Process.
- 2.2 Please ensure that you read these Terms carefully, and check that the details you submit during the Online Joining Process are complete and accurate before you complete the Online Joining Process. If you think you have made a mistake to your personal details or your application during the Online Joining Process, please contact us as soon as possible.
- 2.3 When you complete the Online Joining Process, this does not mean we have accepted your application for Membership. Our acceptance of your Membership will take place when we send you an email to welcome you to Active Lifestyles, at which point a contract will come into existence between you and us. We will also send you an email with details of your payment information.
- 2.4 We will assign a gym membership number to you. It will help us if you can quote your gym membership number whenever you contact us about your Membership. Where applicable, we may also provide you with a technogym key for use at some of our Site(s) during your Membership.
- 2.5 As a member, you agree to follow the rules of Membership relating to our Site(s) ("**Site Rules**") which can be found on our website at www.calderdale.gov.uk/leisure/sport-fitness ("**Website**"). Additional Site Rules may also be displayed at our Site(s). Our Site Rules include (but are not limited to) our opening hours and your permitted use of the facilities and your conduct. We are permitted to adjust the opening and/or closing hours of any Site(s) or to close off any areas or facilities to members for the purposes of (but not limited to) cleaning, decorating, repairs, functions and public holidays. We may make changes to our Site Rules at any time and will (where possible) give you notice of any changes through notices at the Sites and/or the Website.
- 2.6 We may refuse you entry or temporarily remove you from any of the Site(s) if you do not comply with our Site Rules or if we have reasonable grounds to believe you have or intend to cause damage to any property or person(s) or have or intend to cause offence to any other person(s) at the Site(s). We may

also in such circumstances (at our sole discretion) suspend or end your Membership in accordance with these Terms.

3. CHANGES TO YOUR MEMBERSHIP

3.1 We may change these Terms or any conditions of your Membership to reflect changes in relevant laws, regulatory requirements or guidelines. Any such changes will not significantly affect your Membership.

3.2 If we need to make any significant changes to these Terms or any conditions of your Membership, we will give you at least one month's written notice of the changes before they take effect. If you do not agree to the changes, you may contact us to end your Membership and receive a refund of any pre-payment made for the period following when the changes will take effect.

4. DURATION AND AUTOMATIC RENEWAL OF YOUR MEMBERSHIP

4.1 **By completing the Online Joining Process, you are agreeing to commit to a minimum Membership period of 12 months (or the period specified for your Membership type). Once we have accepted your application for Membership, you will only be able to cancel your Membership during this time in limited circumstances in clause 8. Terms relating to a junior membership subscription are set out at clause 4A**

4.2 **If you have chosen to pay for your Membership by Direct Debit Payments, your Membership will automatically renew on a monthly basis at the end of your Minimum Term unless you tell us that you want to end your Membership under clause 8. Your Direct Debit Payments may increase under a renewed Membership.**

4.3 Your Membership will start on the Membership Start Date. Unless your Membership type states a different period, it will continue for 12 months ("**Minimum Term**"). Months where your Membership is frozen or suspended will not count towards your Minimum Term. Where your Membership type states a different period (for example one or three months) your Membership will end at the expiry of that period

4.4 Where you are paying for your Membership by Direct Debit Payments, at the end of your annual Minimum Term we will automatically renew your Membership on a monthly basis unless you tell us you wish to end

your Membership in accordance with clause 8.6. Until then, your Membership will automatically continue to renew on a monthly basis. We will continue to collect monthly Direct Debit Payments from you and your payments may increase (see clause 4.5).

4.5 If your Direct Debit Payments will increase at the end of the Minimum Term, we will give you written notice of any increases at least 14 calendar days' notice before the end of your Minimum Term. If you do not want your Membership to automatically renew at the end of the Minimum Term, you must tell us that you wish to end your Membership in accordance with clause 8.6 below.

4.6 You agree to notify us immediately of any change to your details which you submitted during the Online Joining Process. This includes changes to your address, name and bank account details. It is your responsibility to advise us of any such changes.

4A. ADDITIONAL TERMS RELATING TO JUNIOR MEMBERSHIP

4A.1 A junior membership subscription shall continue on a month by month basis from the Membership Start Date and shall not be subject to a Minimum Term. No Start-Up Fee is payable for a junior membership subscription.

4A.2 You may cancel a junior membership subscription at any time by giving at least 30 days' notice before your next Direct Debit Payment. To do this, you will need to contact us by email or post (see our contact details at clause 8.7).

4A3. Junior members will be required to pay £7.50 for a technogym key for use of any
Site operated with the Wellness system.

4A.4 Access to specific activities for junior members is strictly subject to our admission policy which may have minimum age requirements.

5. PRICE AND PAYMENT

5.1 The price of your Membership (which includes VAT) will be the price selected during the Online Joining Process which corresponds to your chosen Membership type, and we will confirm the payment information to you by email. We take all reasonable care to ensure that the membership prices printed on our website are correct. However please see clause 5.10 for what happens if we discover an error in the price of your chosen Membership type.

- 5.2 **When you must pay and how you must pay.** You must hold a valid UK bank account that accepts a direct debit arrangement if you wish to pay for your Membership by Direct Debit Payments. Any upfront payment (including the Start-Up Fee and First Payment) must be paid by debit or credit card.
- 5.3 The Start-Up Fee (where applicable) must be paid upfront when you complete the Online Joining Process (and before any Membership will start). The Start-Up Fee covers our costs of processing your online application for membership and issuing you with a gym membership number and is not refundable.
- 5.4 Where you have chosen to make an Annual Payment for your Membership (or upfront payment for any other Membership type), you must pay the price for your Membership type by debit or credit card before we start providing the gym Membership services. You do not need to make any further payments during the Minimum Term.
- 5.5 If you have chosen to pay for your Membership by Direct Debit Payments, the First Payment must be paid upfront when you complete the Online Joining Process (and before any Membership will start). Depending on your Membership Start Date, up to 12 further consecutive Direct Debit Payments will then be paid by you. The first Direct Debit Payment must be paid on the date stated in your Membership Details and thereafter on the first day of each calendar month (or the next working day where this is a Saturday, Sunday, public or bank holiday).
- 5.6 When your online application for Membership has been accepted, we will send you an email with details of your payment information and it is your responsibility to ensure funds are available for the Direct Debit Payment to be taken on the due date.
- 5.7 If you fail to make any overdue payments to us under these Terms for a period of more than 60 days following our written notification of the outstanding amount, appropriate action will be taken by us to recover the amount you owe. We may contact or pass the debt to an external agency or other organisation to help us collect payment from you. Any costs reasonably incurred by us in engaging such third party may be passed onto you. This may include bailiff costs and any costs incurred in tracing you should you change your address without notifying us.

- 5.8 If the rate of VAT changes during your Membership, we will adjust the rate of VAT that you pay, except where you have made an upfront Annual Payment (or other upfront payment) for your Membership in full before the change in the rate of VAT takes effect.
- 5.9 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 5.10 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the membership prices we offer may be incorrectly priced. We will normally check the membership price before accepting your online application for Membership so that you are charged the correct amount. If the price for Membership is higher than the price displayed on our website at the time you complete the Online Joining Process, we will contact you for instructions before accepting your online application for Membership. If the price for Membership is lower than the price displayed on our website at the time you complete the Online Joining Process, we will refund the difference to you. If we accept and confirm your Membership where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund any sums you have paid.

6. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 6.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time these Terms become binding, both we and you knew it might happen.
- 6.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in

relation to the gym Membership services including the right to receive services which are as described and supplied with reasonable care and skill.

- 6.3 We only provide the Membership rights to you for domestic and private use. You must not use your Membership for any commercial or business purpose, and we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

7. DELAYS OR EVENTS OUTSIDE OUR CONTROL

- 7.1 We will make every effort to provide your Membership rights to you. However, there may be restrictions or limits to your Memberships rights due to events or delays outside our control.
- 7.2 If the exercise of any of your Membership rights is affected by an event outside our control then we will contact you as soon as possible to let you know and will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your Membership and receive a refund for any part of the Membership that you have paid for but not received.
- 7.3 If we need to temporarily close or prohibit the use of any Site(s) due to an event outside our control, we will consider any request to suspend your Membership during this time.

8. YOUR RIGHTS TO END YOUR MEMBERSHIP

- 8.1 Your rights when you end your Membership will depend on when you decide to end your Membership.
- (a) **If you want to end your Membership because of something we have done or have told you we are going to do, see clause 8.4;**
 - (b) **If you have just changed your mind about your Membership, see clauses 8.2 and 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
 - (c) **If you want to end your Membership due to a change of circumstances (and we are not at fault and there is no right to change your mind), see clause 8.5;**
 - (d) **If you want to end your Membership after the Minimum Term, see clause 8.6.**

- 8.2 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Terms.
- 8.3 **How long do I have to change my mind?** You have 14 days after the day we email you to confirm your Membership and welcome you to Active Lifestyles. You will need to contact us during this period (see our contact details at clause 8.7). If you cancel after your Membership Start Date, you must pay us for the Membership services we have provided to you up until the time you tell us that you have changed your mind (see clause 8.8). Where we have issued you with a technogym key, you must hand this over to a member of our staff at any of our Site(s) without undue delay and in any event not later than 14 days after the day you have told us of your decision to cancel your Membership.
- 8.4 **Ending your Membership because of something we have done or are going to do.** If you are ending your Membership for a reason set out at (a) to (d) below, you will need to inform us in writing by email or post (see our contact details at clause 8.7). Your Membership will end immediately and we will refund the Membership period which has not been provided. The relevant reasons are:
- (a) You have a legal right to end your Membership because of something we have done wrong under these Terms;
 - (b) We have told you about a change to these Terms or conditions of your Membership under clause 3.2 which is to your significant disadvantage;
 - (c) There is a substantial delay to you being able to exercise your Membership rights because of an event outside our control; or
 - (d) We have closed the Site(s) you use for a period of more than 4 weeks at any one time.
- 8.5 **Ending your Membership where there is a change in your circumstances.** If you are unable to use our Site(s) because your circumstances have changed to such an extent that it is no longer possible, you may request cancellation of your Membership. You will need to contact us by telephone, email or post (see our contact details at clauses 8.7 and 12). This includes but is not limited to serious or long term injury or illness (physical or mental) likely to preclude you

from using the Site(s) for a period of at least 2 calendar months, redundancy, pregnancy or permanent relocation from Calderdale. We will need evidence of the change in your circumstances (before the 15th day of the month) in order to cancel your Membership with effect from the end of that month. Evidence which we may reasonably request from you may include (but not limited to) a doctor's certificate or letter, a letter from your employer or proof of receipt of jobseekers allowance or a council tax bill. We will not back date cancellations and will only cancel your Membership once satisfactory evidence has been provided. The decision to cancel your Membership under this clause is at our sole discretion and we may refuse any request to cancel your Membership if satisfactory evidence of your circumstances is not provided. If we agree to your request, your Membership will continue until the end of that month, at which point it will terminate. We will refund any payment you have made in advance for the period after your Membership has ended (if applicable) however you do not have to make any further payment to us.

8.6 What happens at the end of the Minimum Term. If you do not wish to continue with your Membership, you will need to tell us by email or post (see our contact details at clause 8.7) at least 5 days before the end of the Minimum Term. If you do this, we will not renew your Membership from the end of the month that we are notified. After your Minimum Term, you may cancel your Membership by contacting us by email or post. You will need to contact us before the 15th day of the month to end your Membership from the end of that month.

8.7 How to end your Membership with us (including if you have changed your mind). Tell us you want to end your Membership by doing one of the following:

- (a) Email us at Lifestyles-admin@calderdale.gov.uk. Please provide your name, Member ID number, home address and, where available, your phone number. Alternatively, complete the [Online Cancellation Form](#) on our website and email it to us at Lifestyles-admin@calderdale.gov.uk. Once received, we will send an email acknowledgement (or other durable form) to you; or
- (b) Print off the [Online Cancellation Form](#) and post it to us at the address on the form. Or simply write to us at that address, including your name,

Member ID number, home address and, where available, your phone number and email address.

8.8 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the gym services for the period for which they were supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been provided, in comparison with the full coverage of the contract. You will not be entitled to a refund of any Start-Up Fee you have paid as this represents our initial costs of processing and authorising the online application you have submitted and issuing you with a gym membership number.

8.9 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, your refund will be made within 14 days of your telling us you have changed your mind.

8.10 We will try to ensure that no further direct debit payments are taken from you after your Membership has ended however you may wish to also contact your bank to ensure all direct debit payments to us are cancelled.

8.11 Any notification or request to cancel your Membership under clause 8 must be made in writing by email or by post. If this is not possible, you will need to contact us by telephone to discuss. We will always confirm your cancellation in writing to you.

8.12 If you have paid for your Membership upfront and have not received a renewal letter from us, your Membership will automatically end at the expiry of the period described for your Membership type. You must contact us to enter into a new Membership.

9. FREEZING YOUR MEMBERSHIP FOR A TEMPORARY PERIOD

9.1 If you wish to freeze your Membership for a temporary period due to a change in your circumstances, you must make this request in writing to us by no later than the 15th day of the month, if you wish to freeze your Membership from the end of that month. The circumstances for requesting a freeze of your Membership may be the same circumstances as set out in clause 8.5 and also temporary relocation from Calderdale (including any change of work location) or

any long-term travel. We will ask you for evidence of the change in your circumstances. The decision to freeze your Membership under this clause is at our sole discretion and we may refuse your request if satisfactory evidence of your change of circumstances is not provided.

- 9.2 When your agreed freeze period ends, your Membership rights and Direct Debit Payments will automatically return to the agreed Terms and as set out in your Membership Details or renewal letter (if applicable).

10. SUSPENSION OF YOUR MEMBERSHIP

- 10.1 We may have to temporarily suspend your Membership to deal with any problems or closures at the Site(s) or need to make any improvements to the Site(s). We will contact you in advance to let you know, unless the problem is urgent or an emergency. If we have to suspend your Membership under this clause 10.1 for longer than 4 weeks, you may contact us to end your Membership and we will refund any sums that you have paid in advance for the Membership not provided to you.

- 10.2 If you do not pay us for the Membership when you are supposed to (see clause 5), and you still do not make payment within 60 days of us reminding you that payment is due, we may suspend your Membership and refuse you entry to all of our Site(s) until you have paid us the outstanding amounts. We will contact you to tell you this. We can also charge you interest on your overdue payments (see clause 5.9).

- 10.3 You do not have to pay for your Membership while your Membership is suspended under this clause 10 but this does not affect your obligation to pay for any Membership rights which have already accrued to you.

11. OUR RIGHTS TO END YOUR MEMBERSHIP

- 11.1 **Events outside our control.** We may have to end your Membership due to an event outside our control or if we can no longer provide the gym services. We will promptly contact you if this happens and refund any amounts which have already paid for the period falling after the cancellation date. You will not have to make any further payment to us.

11.2 We may end your Membership if you break these Terms or our Site Rules.

We may end your Membership at any time with immediate effect by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 60 days of us reminding you that payment is due; or
- (b) you commit a serious or repeated breach of these Terms or any of the Site Rules and the breach, if capable of being put right, is not put right within 7 days of receiving notice from us. A 'serious breach' may include safety reasons and clear evidence that you are abusing the service, allowing others to abuse it or otherwise behaving in a way that involves serious risk to our interests or those of other members of the Site(s); or
- (c) you provide us with details which you know to be false when applying for Membership and the false declaration would have reasonably affected our decision to grant you Membership.

11.3 You must compensate us if you break the Terms or rules. If we end your Membership under clause 11.2, we will refund any money you have paid in advance for Membership services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Terms or rules. You will also remain responsible for the full cost of your Membership up to the date we end your Membership.

12. INFORMATION ABOUT US AND HOW TO CONTACT US

12.1 If you have any questions or complaints about your Membership, please contact us. You can contact us by telephoning our Customer First team at 01422 393270 or by e-mailing us at Lifestyles-admin@calderdale.gov.uk. Alternatively, please speak to one of our staff at the Site(s).

12.2 If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to end your Membership), you can send this to us by e-mail, by hand, or by pre-paid post to The Borough Council of Calderdale, Lifestyles Admin, Finance Department, Westgate House, Westgate, Halifax HX1 1PS or Lifestyles-admin@calderdale.gov.uk We will confirm receipt of this in writing.

12.3 If we have to contact you we will do so by telephone or writing to you at the contact details you have provided to us during the Online Joining Process (or notified to us from time to time).

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1 We will ensure that any personal information provided by you will be treated in accordance with the provisions of the Data Protection Act 1998 and in accordance with this clause 13.

13.2 We are a data controller of the personal information you have provided during the Online Joining Process and during your Membership and we are registered with the Information Commissioner's Office for the purposes of processing your personal information in relation to your Membership.

13.3 We will use the personal information you provide to us to:

- (a) send to you, your online booking details, payment and booking confirmations as well as important Membership information;
- (b) provide your Membership services;
- (c) process your online application and payment for Membership; and
- (d) (if you agreed to this during the Online Joining Process) inform you about similar products or services that we provide or are promoting that may be of interest, but you may stop receiving these communications at any time by contacting us.

13.4 We also collect information on our sports and leisure centre members through use of their membership cards. The details are kept in an electronic form by us and encrypted where appropriate. These details are stored for operational purposes and to provide our members with an efficient and effective service level when booking or using our services and facilities.

13.5 We will only give your personal information to other third parties where the law either requires or allow us to do so.

14. OTHER IMPORTANT TERMS

14.1 We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens, and will ensure that the transfer will not affect your rights under these Terms.

- 14.2 This contract is between you and us. No other person will have any rights to enforce any of its terms and you may not transfer your membership card or technogym key to another person.
- 14.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.4 If we do not insist immediately that you do anything you are required to do under these Terms or if we delay in taking steps against you in respect of you breaking these Terms, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Membership services, we can still require you to make the payment at a later date.
- 14.5 These Terms are governed by English law and you can bring legal proceedings in respect of the gym services in the English courts.