

## ACTIVE LIFESTYLES – OUR MEMBERSHIP TERMS

These are the terms and conditions of your Membership. Please read these Terms carefully before you sign your Application Form. 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

**Application Form:** the application form which sets out your details, your Membership type, your Membership start date, any Joining Fee you must pay, your Initial Payment and subsequent Direct Debit Payments (where applicable), your Annual Payment (or upfront payment where applicable) and any other additional terms or details which may apply to your Membership;

**Membership:** your membership of the Site(s) operated by us as set out in the Application Form and these Terms;

**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 on the 'Member's Details' page on the Application Form, or if that person is under 18 years old, the person who has signed the Application Form.

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 Application Form.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Application Form are complete and accurate, before you sign the Application Form. If you think that there is a mistake on the Application Form, please contact us as soon as possible.

2.3 When you sign the Application Form this does not mean we have accepted your application for Membership. Our acceptance of your Membership will take place when we give you written confirmation that we have authorised your Membership, at which point a contract will come into existence between you and us.

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.

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](http://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 signing your Application Form, you are agreeing to commit to a minimum Membership period of 12 months (or the period stated for your Membership Type). 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 **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 you Membership under clause 8. Your direct debit payments may increase under a renewed Membership.**

4.3 Once we have authorised your Application Form, 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 you are receiving your Membership free of charge (via a promotion we have run or otherwise) or 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 that you wish to end your Membership in accordance with clause 8.4. Until then, your Membership will automatically continue to renew on a monthly basis. We will continue to collect monthly direct debit payments from you for each month 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 8.4 below.

4.6 You agree to notify us immediately of any change to your 'Member's Details' as set out in the Application Form. 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 Joining 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, post or telephone (see our contact details at clause 12).
- 4A.3 Access to specific activities for junior members are 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 set out in your Application Form, unless we have agreed another price in writing.
- 5.2 The Joining Fee (where applicable) is paid when you sign the Application Form. The Joining Fee covers our costs of processing your Application Form and issuing you with a gym membership number.
- 5.3 Where you have agreed to make an Annual Payment for your Membership (or upfront payment for any other Membership Type), you must pay the amount set out in your Application Form in cleared funds (by debit card, credit card cash or cheque) before we start providing the gym Membership services. You do not need to make any further payments during the Minimum Term.
- 5.4 If you pay for your Membership by Direct Debit Payments, the Initial Payment must be paid by no later than the date set out in the Application Form and before we start providing the gym Membership services. A further 11 consecutive Direct Debit Payments will then be paid by you on the first day of each calendar month (or the next working day where this is a Saturday, Sunday, public or bank holiday). The first Direct Debit Payment must be paid on the date stated in your Application Form.
- 5.5 It is your responsibility to ensure funds are available for the Direct Debit Payment to be taken on the due date.
- 5.6 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.
- 5.7 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 Annual Payment (or other upfront payment) for your Membership in full before the change in the rate of VAT takes effect.
- 5.8 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.

#### **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 **You may end your Membership during the first 14 days of the Minimum Term.** You will need to contact us during this period by telephone, email or post (see our contact details at clause 12). We will confirm your cancellation in writing to you. You will be entitled to a refund of any membership fee paid however we will deduct a pro-rata sum to cover use of our Site(s) from the Membership Start Date to the date your Membership is cancelled. You will not be entitled to a refund of any Joining Fee paid.
- 8.2 **What happens if you have good reason for ending your Membership.** 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 12). 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.

**8.3 What happens if 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 clause 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 15<sup>th</sup> 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 Employment Support 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.

**8.4 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, post or telephone (see our contact details at clause 12) at least 5 days before the end of the Minimum Term. If you do this, we will not renew your Membership and any advance payment that has not been used will be refunded to you. After your Minimum Term, you may cancel your Membership by contacting us by email, post or telephone (see our contact details at clause 12). You will need to contact us before the 15<sup>th</sup> day of the month, if you wish to end your Membership from the end of that month. Any advance payment you have made for your Membership that has not been used will be refunded to you.

**8.5** We will try to ensure that no further direct debit payments are taken from you after your Membership has ended however the onus is on you to cancel your direct debit mandate at your bank.

**8.6** Any notification or request to cancel your Membership under clause 8 must be made in writing by email or 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.

**8.7** If you have paid for your Membership Type 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 15<sup>th</sup> 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 8.3 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.

**9.3** 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 Application Form 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 5.8).

**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](mailto: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](mailto: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 in the Application Form (or notified to us from time to time).

## 13. OTHER IMPORTANT TERMS

- 13.1 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.
- 13.2 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 to another person.
- 13.3 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.
- 13.4 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.
- 13.5 These Terms are governed by English law and you can bring legal proceedings in respect of the gym services in the English courts.

## 14. HOW WE MAY USE YOUR PERSONAL INFORMATION

Calderdale Council is registered with the information Commissioners Office (ICO) under the provisions of the Data Protection Act 1998. The Council takes its responsibilities under the Act very seriously.

The information provided by you is collected purely for the purposes of providing you with a Casual User record or a Sports Services Membership to be used within our Centres (Better Living Gym, Brighthouse Pool and Fitness Centre, Halifax Pool, Mixenden Activity Centre, North Bridge Leisure Centre, Sowerby Bridge Pool and Fitness Centre, Springhall Sports Facility, The Shay Stadium, Todmorden Sports Centre). If your membership is payable by direct debit or payroll deduction we will also use your details for the collection of payments from your bank or salary.

We need to collect this information in order to maintain accurate records of your name, date of birth, contact details, eligibility for any discounts as well as details of any transactions and bookings made. Questions on Health and Emergency contact are optional and are for the safe guarding of any person under 18 whilst in our care.

Completion of this form/sharing your information with us constitutes explicit consent from you for us to process your data for this purpose. Details of all financial transactions made must be recorded accurately for compliance with HM Revenue and Customs regulations on financial accounting. In the event of a debt occurring we may share your contact information with the Council's debt recovery agents.

You may withdraw this consent at any time by writing to Gary Byrnes, Sports Service Manager at North Bridge Leisure Centre, North Bridge Street, Halifax, HX3 6TE or by email to [Gary.Byrnes@calderdale.gov.uk](mailto:Gary.Byrnes@calderdale.gov.uk). In addition you have the right to see what information is held about you, to have inaccurate information corrected, to have information removed from our system unless we are required by law or a statutory purpose to keep it and the right to complain to the Data Protection Officer if you feel that your data has not been handled in accordance with the law.

The Council's Data Protection Officer is Tracie Robinson and can be contacted at [information\\_management@calderdale.gov.uk](mailto:information_management@calderdale.gov.uk)

Your name, contact details, eligibility, transactions, bookings and any safeguarding information are recorded electronically on our system to maintain up to date records. This information will be kept for a maximum of 7 years or until such time as the data is reviewed by us or removed at your request.