

ACTIVE4TODAY LTD MEMBERSHIP TERMS AND CONDITIONS

These terms and conditions apply to members of Active4Today Ltd, company number 9477018, whose registered office is at Newark Sports and Fitness Centre, Lord Hawke Way, Newark, Nottinghamshire, NG24 4FH. Active4Today Ltd is the preferred operator for Newark and Sherwood District Council Leisure Centres and Sports Development. By signing up to become a member of Active4Today Ltd, you agree to be bound by these terms and conditions.

YOU SHOULD READ THESE TERMS CAREFULLY BEFORE YOU SIGN. IF YOU DO NOT UNDERSTAND ANY TERM, PLEASE CONTACT THE MEMBERSHIPS TEAM BY EMAIL TO memberships@active4today.co.uk.

1.0 DEFINITIONS

“Agreement”	Your application form, these terms and conditions of contract, the Rules and Policy and the Hire of Leisure/sports Centre Facilities Agreement and Terms and Conditions
“Centre”	Newark Sports and Fitness Centre, Dukeries Leisure Centre and Blidworth Leisure Centre and other partner sites.
“Policy”	The account freezing policy for the time being displayed on our website
“Hirer”	The person/Club/Organisation named on the Facility Hire Agreement
“Rules”	The terms and conditions of this agreement and/or the rules and regulations for Facility Hire bookings.
“We and us”	Active4Today Ltd and partner sites
“In writing, write and written”	Includes postal and email communications

2.0 MEMBERSHIP

- 2.1 A current live and valid email address must be provided upon joining. All membership queries are dealt with via email. If you have a query relating to your membership, please contact memberships@active4today.co.uk.
- 2.2 Please advise us immediately if your email, home address, phone number or surname change.
- 2.3 Your membership will start on the day you join and pay the administration and applicable fees relating to your membership.
- 2.4 You must also pay a monthly membership fee by direct debit. Where this is for an Activo Club booking this will be calculated as equal monthly payments over the duration of your booking period.
- 2.5 All queries with regards to facility hire charges MUST be raised within 7 days of the direct debit collection and where necessary, will be amended. A reconciliation will be completed at least one month prior to the expiry of the booking period and the final payment adjusted accordingly.
- 2.6 Your Activo or Xperience membership will continue for a minimum of 9 (**nine**) full direct debit collections, Activo Club and GP Referral memberships will continue for a minimum of 3 (**three**) full direct debit collections. This is your minimum term. Certain memberships have no minimum term. These are listed as Flex. When you sign this agreement, you agree that this period cannot be reduced and where the account payer is not the member, he/she agrees to pay this number of payments in full.
- 2.7 You may cancel your agreement at any time once the minimum membership term has been completed by giving written notice to Active4Today Ltd or by email to memberships@active4today.co.uk. One further full direct debit will be collected. In the case of Flex memberships, cancellations received by 24th of the month will be cancelled on the last working day of the month. Cancellations of Flex memberships received after 24th month will pay one further full direct debit. Active4Today Ltd cannot be held accountable for non-receipt of cancellation notifications due to postal delays or email inaccuracies. Active4Today Ltd do not accept cancellations in person, verbally or by telephone.
- 2.8 Your membership is personal to you. You cannot transfer it to another person.
- 2.9 You authorise Active4Today Ltd to collect the membership/club’s payments in respect of this agreement.
- 2.10 Where the account payer is not the member, permission is hereby given for all correspondence to be communicated to the member at the address details provided.

3.0 FEES

- 3.1 You must pay a joining fee when you apply for a direct debit agreement.

- 3.2 We reserve the right to offer promotions from time to time for new and existing customers. This does not form part of any change to this contract.
- 3.3 Your membership direct debit will be due on the 1st working day of each calendar month. You must pay this fee, or parts of it, for the month in which you join, on the day you join.
- 3.4 Selected memberships are payable monthly/annually in advance. This payment is due in full on the day you join and is not refundable.
- 3.5 All fees remain payable even if you do not use the Centre. From time to time, there will be closures due to Bank Holidays, maintenance or other unforeseen circumstances. In the case of Activo, monthly and paid in advance memberships, no additional days will be added in lieu of these closures. In the case of Xperience memberships, wherever possible, we will endeavour to provide an alternative activity, within 7 days of the closure, subject to availability. You will need to book your child's alternative session by contacting Reception Services at your leisure centre.
- 3.6 In the case of Facility Hire Activo Club memberships, all fees remain payable even if you do not use the Centre except where your Club/Organisation has given an agreed notice period for the cancellation of the hired facility. In this case, we will notify you of the change to your Club/Organisation's monthly fees which will be amended to reflect the alteration at the end of the booking period.
- 3.7 If you ask us to upgrade a membership, a pro-rata fee will be payable at the time and the new membership will be in place for a minimum of **three** direct debit collections at the prevailing membership price. You will not be able to downgrade the membership during this time.
- 3.8 We may change the amount of your monthly subscriptions. If we do, we will write or send an email to the contact details you have given us and display details of the change on our website www.active4today.co.uk one month in advance of the change.
- 3.9 We may from time to time change the hire charges for our facilities. If we do, we will write or send an email to the contact details you have given us at least one month in advance of the change.
- 3.10 In the case of Xperience memberships, upon reaching the next age bracket, membership fees will automatically change to the next applicable rate. One month's notice will be given via email. It is your responsibility to notify us, with evidence, if you are eligible for a reduction in your subscription fees due to a change in age or circumstances. Any change to your subscription fees in this case will be applied to the next payment (subject to processing timescales) and will not be backdated.
- 3.11 Members who do not wish to accept an increase in subscription may cancel their membership by giving written notice as per clause 2.7 of the agreement. The member giving notice must continue to pay subscriptions at the rate paid immediately prior to any proposed increase until the end of such notice period.
- 3.12 Clubs/Organisations who do not wish to accept an increase in subscription may cancel their facility hire booking by giving written notice and one further full direct debit payment.
- 3.13 Where you are applying for a concessionary or reduced-price membership, you are required to provide evidence of eligibility for the reduced membership price prior to your membership being activated. Access to facilities may be suspended pending receipt of such evidence.
- 3.14 If you join a membership online or by telephone, you are entitled to cancel your membership and receive a full refund within 14 days of joining, less the applicable amount for any usage within this time period. In these circumstances an administration charge of £10 will be deducted from any refund payment. Refunds may take up to 10 working days to process.
- 3.15 Active4Today Ltd does not track individual usage or offer refunds for non-usage at any of their operated sites.
- 3.16 If your Facility Hire Activo Club direct debit cannot be collected on the due date because it has been returned by your bank 'referred to payer' a late payment fee of £25 will be levied.
- 3.17 If your Facility Hire Activo Club direct debit is cancelled either by you or by your bank, your facility hire will immediately be cancelled. A reinstatement charge of £25 will apply.
- 3.18 You will not be able to access facilities if there are outstanding payments on your membership account.

4.0 FACILITIES

- 4.1 You are entitled to use the facilities available in your category of membership as shown in the membership descriptions or as agreed in your Facility Hire Block Booking Agreement.
- 4.2 In taking out a fitness membership, you agree to watch the introductory video on the website, www.active4today.co.uk and participate in an induction/programme review with a fitness instructor within 7 days of joining a fitness membership.

- 4.3 You may have to pay additional charges to use certain facilities at the Centre. A list of these charges is on display at the Centre. We can change these charges at any time.
- 4.4 You must not take part in any physical activity for which you may not be fit. You are responsible for monitoring your own condition during any activity. Do not exercise if you are unwell and always follow the latest Government and NHS guidelines. If you have any concern about your condition, you must stop activity and consult your doctor without delay.
- 4.5 Where a membership relates to the block booking of facilities, you must ensure that your Club/Organisation's members do not take part in any physical activity for which you/they may not be fit. Your members are responsible for monitoring their own conditions during any activity. If you have any concern about the condition of any of your members and their ability to participate in your Club/Organisation's activity/activities, you must ensure they stop the activity and are advised to consult a doctor without delay.
- 4.6 Facility hire isn't guaranteed, and we can change your booking at any time by giving one month's notice.

5.0 OUR RIGHT TO CANCEL YOUR MEMBERSHIP/FACILITY HIRE AGREEMENT

We can cancel your membership/facility hire agreement in the following circumstances:

- 5.1 If you commit a serious or repeated breach of this Agreement and the breach, if capable of remedy, is not remedied within 7 days.
- 5.2 If any part of your membership/facility hire booking fee remains unpaid 28 days after its due date for payment.
- 5.3 If 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 or allow you to make a facility hire booking.
- 5.4 If your behaviour or any actions by your participants is likely to endanger other members, their guests or Centre staff, or adversely affect the reputation of Active4Today Ltd and our partners' sites.
- 5.5 If you fail to uphold the principles outlined in the Customer Charter.
- 5.6 If you allow another person to use your details issued under clause 10.
- 5.7 If we terminate for any of the reasons above, we have the right to retain a proportion of the money you have paid to us under this Agreement to recover any costs that we have incurred as a result.
- 5.8 If we terminate this Agreement, we may prevent you from entering the Active4Today Centres or the facilities at our partner sites.
- 5.9 If we terminate your Active Club Agreement due to non-payment of facility hire fees, we may prevent you/your members from entering any of our facilities in the future.
- 5.10 Where you/your club/your organisation has a debt at any of our sites, Active4Today Ltd reserves the right to refuse and/or cancel a new membership sale without refund. Any payments received for a new membership will then be applied to the existing membership debt.

6.0 YOUR RIGHT TO CANCEL YOUR MEMBERSHIP

You can cancel your membership in the following circumstances by giving written notice and one further full direct debit payment:

- 6.1 If we significantly reduce the facilities or opening hours of the Centre. There will be no right to a refund.
- 6.2 If we change the location of the Centre.
- 6.3 If we close the Centre for refurbishment for a period of more than 8 weeks at a time.
- 6.4 If you are unable to use the Centre through serious injury or illness likely to preclude you from using the Centre for a period of at least 2 months, on the condition that some evidence of your injury or illness is provided (for example a doctor's certificate).
- 6.5 If your membership is automatically upgraded as per clause 3.8.

7.0 FREEZING MEMBERSHIP

- 7.1 In certain circumstances your membership may be frozen in accordance with the membership terms and conditions (which are available on our website). You are required to provide 10 days' notice to freeze a membership, and the membership payments will recommence at the current membership rate after the end of the freeze period. You must supply evidence to support your freeze. Members are entitled to obscure personal, financial and medical detail on their freeze evidence. All evidence will be treated in the strictest confidence.
- 7.2 In line with the terms and conditions, there will be a £5.00 administration charge per month during the freeze period to keep the membership account open. This will be collected by direct debit.

- 7.3 Freezes will be free of charge in cases of financial difficulty (loss of earnings, bankruptcy, unemployment) or for students who are unable to use their memberships due to their location out of the catchment area of an Active4Today Ltd leisure centre. In all cases, evidence will be required as per clause 7.1.
- 7.4 A membership freeze for medical reasons will only be applied up to one month in retrospect upon receipt of supporting evidence.
- 7.5 If you cancel your membership whilst it is frozen, the notice period will be charged at your full membership rate.

8.0 NOTICES

- 8.1 We may change this Agreement at any time by giving ten days' notice of the change in writing and by displaying a notice on our website.
- 8.2 Where the agreement is in respect of a Facility Hire Active Club membership, we may change this agreement in accordance with the facility hire agreement.
- 8.3 Active4Today Ltd will correspond with you by email. All notices required by the Agreement shall be sent to you by email.
- 8.4 Where you are required to give written notice under the Agreement you must send this by email to **memberships@active4today.co.uk**. If you do not have access to an email account, notice can be sent by post to the Memberships Department at Active4Today Ltd. Active4Today Ltd cannot be held accountable for non-receipt of cancellation notifications due to postal delays or email inaccuracies and it is advised that an email read receipt/proof of posting is obtained.

9.0 CHANGING THIS AGREEMENT

- 9.1 We may change opening times or withdraw any of the facilities at any time if we need them for tournaments, exhibitions or other activities, or in connection with any repair, alteration or maintenance work, or for any other reason.
- 9.2 If we make any changes under clause 9.1, we will give you reasonable notice by email and/or posted on our social media channels and website.
- 9.3 If we materially change the terms of this Agreement under clause 9.1, members, Clubs/Organisations who do not wish to accept the new terms of the Agreement may cancel their membership/facility hire agreement by giving written notice in accordance with clause 2.7 of the Agreement. This right to cancel will not arise where any change to the terms of the Agreement is made in order to comply with any legal or regulatory obligation or duty.
- 9.4 Where the agreement is in respect of a Facility Hire Active Club membership and there is a change to the facilities hired to you, a new booking form for the additional facilities must be completed and we will adjust your monthly Active Club direct debit payments accordingly and reissue the direct debit payment schedule.

10.0 MEMBERSHIP CARDS/WRISTBANDS

- 10.1 A membership card/wristband will be issued to access the centres or use the facilities. A charge may be payable for the card/wristband at the time of issue. The card/wristband will be required for proof of identity and to prevent fraudulent entry. Active4Today Ltd reserves the right to prevent entry and suspend members for inappropriate use of the membership card/wristband.
- 10.2 If you lose your card/wristband, we will charge a replacement fee.
- 10.3 Membership numbers must be quoted at the time of booking an activity. If you do not provide this, we can refuse to book the activity. Quoting membership numbers helps to prevent fraudulent use of your membership.
- 10.4 When signing this Agreement, you agree to the full terms and conditions of the Active Card membership.
- 10.5 Where a member wishes to cancel a pre-booked class or activity, this should be made by 10:00am on the day of the activity. Failure to do so will result in a charge being applicable. In extenuating circumstances, the charge may not be applied. Appeals must be made in writing to **enquiries@active4today.co.uk** for the attention of a Director.
- 10.6 Photographs will be taken of all members and kept on the Management Information system for identification purposes.

11.0 CONDUCT

- 11.1 Whilst you are at any of our centres including partner sites, you will comply with all relevant health, safety, environmental and security policies, notices and the reasonable instructions of our staff at that centre, this includes reporting any accidents/incidents to the Operations Manager prior to leaving the facility.
- 11.2 You/your club/organisation's members will comply with relevant health, safety, environmental and security policies, notices and the reasonable instructions of our staff at that centre including completion of accident/incident reports where necessary. Any damage, either accidental or malicious will be chargeable to you/your club/organisation.
- 11.3 We can prevent anyone entering the Centre if we think their conduct or appearance is inappropriate. Active4Today Ltd and our partners' staff will not tolerate unacceptable behaviour from club/organisation members, customers and visitors. Club/organisation members must show consideration for other people at the centre.
- 11.4 More details relating to conduct can be found in our Respect Charter that is displayed on site and on the website.

12.0 VULNERABLE PEOPLE AND CHILDREN

- 12.1 Children or young people aged 8 years and above must use gender specific changing areas. Accessible, family and non-gender specific changing areas are available at some centres.
- 12.2 All children under the age of 8 years participating in wetside courses must be accompanied by a responsible adult. Due to the nature of the activity, the adult/carer MUST remain on site at all times and be reached in case of an emergency. This may vary due to the latest available national guidance from UK Government AND/OR National Governing Bodies of Sport.
- 12.3 All children, young people and vulnerable adults with impacting medical conditions or disabilities using the facilities must be accompanied by a responsible adult/carer at all times. Due to the nature of the activities, the responsible adult/carer MUST remain on site at all times. They must supervise and provide appropriate levels of support in and around facilities at all times.
- 12.4 All children under the age of 5 years participating in dryside courses must be accompanied by a responsible adult.
- 12.5 Parents/carers of children 5 years or older participating in dryside courses may leave the site during the session. However, reception staff/coaches MUST hold up to date contact details and parents/carers MUST be contactable for the full duration of the activity.
- 12.6 Whilst using the facilities the child/young person's parent, guardian or carer has legal authority to act on behalf of the child/young person.
- 12.7 When you reach the age of 16, your Xperience membership will end, and you may be transferred to an appropriate adult membership. Some activities are restricted.
- 12.8 We reserve the right to remove customers/children from courses due to poor attendance levels. We will communicate this to you by email, text or telephone. You are required to inform the centre of any absences of up to 4 weeks. Poor attendance levels of 5 weeks or more will result in removal without notice. Removal from a course in these circumstances will not automatically cancel the membership. Cancellations must be forwarded in writing as outlined in point 2.7 of this agreement. This does not affect your right to use other activities included within your membership.
- 12.9 Clubs/organisations with members aged under 18 years and/or vulnerable adults must have a safeguarding policy in place.
- 12.10 Whilst using the facilities the club/organisation's representative(s) has authority to act on behalf of members aged under 18 years and/or vulnerable adults.

13.0 OUR PARTNERS

- 13.1 Our partner sites have delegated the collection of their fees and management of the scheme to Active4Today Ltd.

14.0 DATA PROTECTION

- 14.1 Your personal information will only be used for the administration of your membership or facility hire agreement and will not be used for any purposes that are not directly related to that membership/agreement. If you would like to know more about how we use your information, please visit our privacy pages at www.active4today.co.uk

- 14.2 Active4Today Ltd may at its sole discretion disclose your personal information or that of your club/organisation to the Police, regulatory bodies, or any legal advisors in connection with any alleged criminal offence or suspected breach of these terms and conditions by you or otherwise as prescribed by law. All data provided to Active4Today Ltd will be treated in accordance with our Privacy Policy.
- 14.3 Anonymous data regarding participation and statistical data will be shared with industry leaders in order to identify trends and plan services for the future.