

TERMS AND CONDITIONS OF PRE-PAID ACTIVE MEMBERSHIPS

Active Lifestyle Centres are operated and run by Circadian Trust

GENERAL TERMS

1. The active card can be used in all Active Lifestyle Centres and Libraries across South Gloucestershire. All activities are subject to availability.

2. When joining the applicant will be issued with their own active membership card. The applicant will need to produce this card on each visit, if the card is not presented, the appropriate standard charge may apply.

3. The active card remains the property of Circadian Trust and may be withdrawn at any time at our discretion. The card, wellness key, wristband, and membership are non-transferable and can only be used by the original member. Failure to comply may result in your Card and any membership benefits being withdrawn without any refund.

4. If the cardholder loses, damages or defaces their card, wellness key or wristband, a replacement fee will be charged.

5. The applicant has seen and read the Health Commitment Statement and the applicant accepts and fully understands that the applicant enters any exercise programme and uses any equipment entirely at his / her own risk.

6. If the active cardholder has any concerns about their physical condition they must consult their doctor prior to participating in physical activities. The applicant will be responsible for monitoring his/her own physical condition throughout the exercise programme. In the event of any unusual symptoms occurring, the applicant should inform a member of staff immediately or raise the alarm.

7. Admission is subject to the facility operating at a safe capacity.

8. Centre programming is subject to change and availability. We may change the Centre's 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.

9. Customers must be aware and comply with any parking restrictions in the car parks. Parking is at the customers own risk and the centre cannot be held responsible for loss or damage as a result of parking on the premises.

10. Personal belongings and valuables are left in the centre lockers at the customers own risk.

BOOKINGS

11. Members may book up to 7 days in advance. Cancellations must be made within 2 hours of the selected activity to avoid a cancellation charge being applied.

12. Where chargeable, payment is required at the time of booking.

13. Full payment will be charged for any

bookings made which are not honoured by the member. The member may also be suspended from using the card for further bookings until payment is made.

MEMBERSHIP

14. Membership products and prices may be subject to change. All prices including contracted and non-contracted memberships are also subject to a price rise on 1st January each year regardless of the membership start date. If the price rise is greater than 9% and the member is within their contracted period, they may cancel their contract if required with the standard period of notice.

15. Circadian Trust reserves the right to withdraw or cancel any active membership if the cardholder fails to comply with the terms and conditions of use, or if there is a breach of any of the Centre's operating procedures.

16. Customers joining on a pre-paid membership option must pay either monthly by direct debit or annually with an upfront payment. Failure to make any due payment may result in the membership being suspended. Access may be denied until the outstanding payment has been made.

17. All direct debit membership payments are managed by Debit Finance Collections Pie. All payment related enquiries should be addressed to [Debit Finance Collections Pie, 16 Davy Avenue, Knowhill, Mlton Keynes, MKS SPL. Telephone: 0117 450 3331 email: info@debitfinance.co.uk](#)

18. All memberships, including Swimstars, are subject to a full calendar months' notice period upon cancellation. It is the member's responsibility to notify their bank of any cancellation of direct debit.

19. Monthly direct debits are a full binding contract and automatically continue unless you notify us and your bank otherwise.

20. Members are required to pay for all activities outside of their membership option in full.

21. All Membership joining / registration / wellness key / wristband / monthly and annual fees are non-refundable.

22. Membership freezing (excluding SwimStars see Term 28), will be considered if the member cannot continue to participate for medical reasons. The members will need to present a letter from their Doctor. If approved, the membership will be frozen from the date of receipt of the letter.

23. In the event of a membership subscription expiring or being cancelled or due payments not being made; new joining and start up fees will be charged where applicable.

24. Concessionary direct debit or annual members are required to show proof of

eligibility at sign up (in centre) or on the first visit (online joiners). Members who do not validate within a 2 week period of joining will automatically be switched to current standard membership rates. Concessionary eligibility must also be revalidated every 12 months.

25. Late payment fees will be applied to all missed / overdue membership payments.

26. If a member has not held a valid membership or not used the facilities for longer than 6 months, the Lifestyle Start Up fee will be charged.

SWIMSTARS SWIMMING LESSONS

27. Swimstars memberships cannot be frozen on medical grounds, even when accompanied by a letter from your Doctor. If payment continues we will hold your place, however if payment is cancelled we will remove you from the course and add you to the waiting list. It is your responsibility to confirm when you are fit to join again; we will endeavour to find a space on the relevant course.

28. Pre-paid Swimstars memberships are pro rata over 12 equal monthly instalments, any cancellations by the centre will be reimbursed by reducing the next direct debit collection available.

29. All Swimstars participants must wear a Swimstars hat. Pre-purchased Swimstars hat credits will be removed on membership cancellation.

DATA PROTECTION

30. Details about how we manage your data can be found in our Privacy Notice, which can be found online at www.activecentres.org

31. Circadian Trust will process the information provided on the application form for the purposes of setting up your membership in accordance with the general principles of the Data Protection Act.

32. By joining active lifestyle centres you are agreeing to the sharing of data with appropriate parties in the South Gloucestershire Active partnership, including libraries and lifestyle centres. We will not share your information with third parties who do not play a role in the Active partnership.

33. You authorise Circadian Trust to pass to its agents and partners, information contained on this form so that they can assist us in enforcing any of our rights under this Agreement including without limitation collecting monies due to us by you.

34. The terms and conditions of use should not be regarded as exhaustive and Circadian Trust reserves the right to amend such terms and conditions from time to time as reasonable. A copy of our current terms and conditions can be found on our website www.activecentres.org

TERMS AND CONDITIONS OF PRE-PAID ACTIVE MEMBERSHIPS

Active Lifestyle Centres are operated and run by Circadian Trust

HEALTH COMMITMENT STATEMENT

The Health Commitment Statement is for guidance only. It is not a legally binding agreement between you and us and does not create any obligations which you or we must meet.

OUR COMMITMENT TO YOU

1. We will respect your personal choice, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.
2. We will take reasonable steps to make sure that our equipment and facilities are clean and safe for you to use and enjoy for the normal purpose they were intended for. Bear in mind that we are not able to clean or inspect equipment and facilities after each use.
3. We will take reasonable steps to make sure that our staff are qualified to Chartered Institute for the Management of Sport and Physical Activity standards.
4. If you tell us you have a disability that puts you at a substantial disadvantage in terms of accessing our equipment and facilities, we will consider which adjustments, if any, are reasonable for us to make.

YOUR COMMITMENT TO US:

1. Do not exercise beyond your own abilities. If you know or are concerned that you have a medical condition that might interfere with you exercising safely, you should get advice from a relevant medical professional before you use our equipment and facilities, and follow it.
2. Make yourself aware of any rules and instructions, including warning notices, and follow them. Exercise carries its own risks. When you are exercising, you are responsible for the risks involved. You should not carry out any activities that you have been told are not suitable for you.
3. Let us know immediately if our equipment or facilities are unsafe to use or if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be someone available who has been trained in first aid.
4. If you have a disability, follow the instructions provided to allow you to exercise safely.