

# MEMBERSHIP TERMS AND CONDITIONS

Active Lifestyle Centres are operated and run by Circadian Trust

## GENERAL TERMS

1. Active Lifestyle Centres is the trading name for Circadian Trust Company Number 05384234, registered at Bradley Stoke Leisure Centre, Fiddlers Wood Lane, Bradley Stoke, South Gloucestershire, BS32 9BS. To contact us please go to the "Contact Us" section on our website [www.activecentres.org](http://www.activecentres.org) or call 0300 333 0300.
2. Memberships (excluding swimming lessons) can be used in all Active Lifestyle Centres and Libraries across South Gloucestershire. All activities are subject to availability.
3. When joining the applicant will be issued with their own active membership card and/or app which the applicant must use to validate entry on each visit.
4. All memberships are non-transferable and can only be used by the original member.
5. A fee will be charged for the replacement of a membership card, wellness key or wristband. All aforementioned items are non-refundable once they have been assigned to a member.
6. The member acknowledges that they have seen and read the Health Commitment Statement and accepts that they are exercising and using the facilities entirely at their own risk. If the applicant has any concerns about their physical condition, they must consult their doctor prior to participating in physical activity. The applicant will be responsible for monitoring their 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. The organisation reserves the right to 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 of 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 customer's own risk.
11. Active Lifestyle Centres respects the rights of their customers and staff and will not tolerate abusive, intimidating, or violent behaviour within their centres or over the phone. Acceptance of these terms also includes acceptance of our Code of Conduct and acknowledgement of our Personal Safety and Harassment Policy. These documents are available on our website [www.activecentres.org](http://www.activecentres.org). Customers exhibiting unacceptable behaviour will be asked to leave the premises and may have their membership withdrawn and be prosecuted. CCTV cameras are in operation in centres.
12. No photography, filming or recording is allowed in centres without prior permission from the Centre Manager. You may only record individuals with their express or implied permission (e.g. your own children). Managers may allow occasional photos/videos on request, but formal or extensive recording requires written approval. Recording is strictly prohibited in changing areas, toilets and swimming pools at all times.
13. Some activities are subject to age restrictions and are determined by the membership held. If in doubt, please ask a member of staff what activities are included and what is permitted. For example, under 16-year-olds are unable to use free weight gym equipment and certain group exercise classes.
14. Circadian Trust reserves the right to suspend 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 terms of use.

## BOOKINGS

15. Members may book up to 8 days in advance for activities included in their membership. Cancellations must be made 2 hours before the selected activity to avoid a non-attendance charge being applied and the membership being placed on hold until the balance is cleared.
16. Some activities can be booked further in advance and have different cancellation terms. Please see our booking terms on our website for specific details.
17. For all chargeable activities, payment is required at the time of booking.

## MEMBERSHIPS

18. All membership payments will appear on your bank statement under the collection name Circadian Trust who run and operate Active Lifestyle Centres.
19. All memberships include a 14-day cooling off period after which time, refunds cannot be provided. Any initial joining fees paid, and the cost of sessions used since joining, will be deducted from the refund.
20. Prices may be subject to change at any time. All prices, including contracted and non-contracted memberships, are also subject to a price rise on 1st January each

# MEMBERSHIP TERMS AND CONDITIONS

Active Lifestyle Centres are operated and run by Circadian Trust

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.

21. Memberships are payable by monthly direct debit or annually in advance. In the event of a failed direct debit collection, the member will be notified, and collection will be re-attempted. If the balance remains unpaid, a £15 non-collection charge will be applied. A further £15 charge will be applied for each failed collection. Whilst unpaid, the membership will be suspended, and use of the centre will be disallowed until the balance is fully paid.

22. All memberships, including Swimming Lessons, are subject to a full calendar months' notice period upon cancellation. Please go to the "Contact Us" section of our website and complete the cancellation form. It is the member's responsibility to notify their bank of any direct debit cancellation once the final payment, including the notice period, has been debited.

23. Active Lifestyle Centres may pursue the outstanding balance using an alternative payment method (invoice, card payment, debt collection, or legal action) if the membership falls into arrears by non-payment or by failure to provide the contractual period of notice to end the contract.

24. All direct debit memberships will automatically continue as a rolling monthly payment after the contract period ends; this includes 1, 3 and 12-month membership contracts. Following the completion of the contract period, a cancellation request can be made at any time via our website.

25. Gym, swimming and core group exercise classes are included in the membership. Any additional activities that are outside of the membership must be paid in full at the time of booking.

26. Membership freezing (excluding Swimming Lessons will be considered if the member cannot continue to participate for medical reasons or redundancy. The member will need to present a letter from their doctor or evidence of redundancy. If approved, the membership will be frozen from the date of receipt of the letter. The membership will be reduced to a monthly fee of £5 whilst the membership remains frozen.

27. Concessionary and Corporate members are required to show proof of eligibility when joining in centre or on their first visit if they have joined online. Members who do not validate within 2 weeks of joining will automatically default to current standard membership rates. Concessionary and Corporate eligibility must be revalidated every 12 months.

28. On rejoining, the membership will be subject to the same initial fees payable for any new memberships.

**SWIMMING LESSONS**

29. Swimming Lessons memberships cannot be frozen for any reason. Due to limited availability, lessons places cannot be held during a period of absence unless an active direct debit remains in place.

30. Swimming Lessons memberships are paid continuously in equal monthly instalments, a month in advance, over 50 weeks. There is a 2-week break over the Christmas period during which the direct debit must remain in place. The cancellation of a direct debit will result in the swimming lesson place being lost.

31. All children in swimming lessons are required to wear a Swimstars hat, provided by Active Lifestyle Centres at the beginning of each stage through the Customer Service Team.

32. Should a swimming lesson be cancelled by the centre customers will be reimbursed by reducing the next direct debit collection available. If a customer misses their allocated swimming lesson through no fault of the centre, no refund or transfer to an alternative time can be offered.

**DATA PROTECTION**

33. Details about how we manage your data can be found in our Privacy Notice, which can be found online at [www.activecentres.org](http://www.activecentres.org)

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

35. Customers are responsible for maintaining account security by using strong passwords and reporting unauthorised access.

36. By joining active lifestyle centres, you agree 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.

37. You authorise Circadian Trust to pass to its agents and partners, information 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.

38. The terms and conditions of use should not be regarded as exhaustive and Circadian Trust

## MEMBERSHIP TERMS AND CONDITIONS

Active Lifestyle Centres are operated and run by 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.

Continued use of our service implies acceptance of updates to these terms.