

# Terms and Conditions for Nottingham City Council

## Active Nottingham Monthly Direct Debit & Annual Payment Plans

### 1. Your Agreement

Your Membership Application form, these Terms and Conditions and your membership letter is the Agreement between you, the Member and us, Nottingham City Council ("NCC").

1. We offer a number of Active Nottingham membership packages giving you access to the following range of activities:

#### **Fitness + (formerly Flexible Fitness Health and Fitness)**

Gym  
Swim  
Fitness Classes  
Health Suite

#### **Swim + (formerly Flexible Fitness Swim and Health Suite)**

Swim (includes pool based fitness classes)  
Health Suite  
Aqua classes

#### **Fitness + Jnr (formerly Activate Flexible Fitness)**

Gym (14+accompanied by an adult)  
Swim (8+)  
Fitness Classes (14+accompanied by an adult)  
Health Suite (14+accompanied by an adult)

#### **Swim + (Formerly Activate Play) – Includes Swim & Soft Play (little treasures)**

#### **Digital**

@home  
In studio on demand group fitness  
On demand group cycling

#### **Nottingham Swim School ("NSS")**

Junior (coached membership) swimming included  
Adult (coached membership) swimming included

Junior memberships are available for individuals aged 0 – 18. Upon a junior member turning 19 years of age, NCC reserves the right to automatically upgrade to the adult membership rate unless a cancellation request has been received by our Customer Service Team.

### 2. Active Nottingham

- All Members taking out one of the above types of membership will automatically receive a free Active Nottingham Account. This will entitle you to a free card/fob/wristband on first application and access to benefits subject to criteria.
- A photograph is mandatory for all Active Nottingham members to prevent misuse of benefit under the membership criteria.
- Replacement lost or stolen wristbands, key fobs and cards cost £3 payable in advance via calling the customer service team.
- You must notify us if you move home or your circumstances change with regards to your entitlement to concessions.
- You must notify us if your name or contact details such as address, phone or email change.
- Only the person allocated the wristband, key fob, or a card may use it. Failure to present this for your booking will result in you having to pay full price to access the activity.

### 3. Membership term/Payment Options

**'Rolling Monthly'** – Members can join for any period of time they wish- 1 months' notice required subject to meeting cancellation terms.

**'Annual'** – Membership is for an initial fixed period of 12 months inclusive of a free month. (Applies to new membership purchased on or after the 4/1/2022)

**'Membership Agreement ("MA") (including Student MA and Corporate MA)** – Members commit to a minimum 12 month membership package.

### 4. Joining Fees

Flexible Fitness 'Rolling Monthly' Members must each pay a joining fee, each time they join or re-join, except those members who joined prior to 1st April 2008 where a 'lifetime joining fee' is applicable. These joining fees are not applicable to other membership types. Joining fees cover the administrative costs incurred through setting up the direct debit.

### 5. Starting Fee Payments

There will be a 'starting fee' payable for all new or re-joining Members on Rolling Monthly and Membership Agreement Direct Debit packages, which is calculated on a pro-rata basis. Pro-rata works on the basis of a daily fee being paid and includes the period until the first Direct Debit is taken by us.

### 6. Annual Memberships

All annual memberships must be paid in full at the time of sign up and upon renewal.

### 7. All Direct Debit Paying Members

All Members paying by Direct Debit hold a membership for each month that payments are made in advance.

No matter which day of the month you join, you must pay a one off pro-rata payment in advance by cash or credit/debit card.

All subsequent payments will be collected from your account by Direct Debit on the 5th of every month. Where the 5<sup>th</sup> falls on a weekend/Bank Holiday your Direct Debit will be collected on the next working day after. Nottingham City Council may choose to change the monthly membership rates at any time; you will be given at least 3 working days' notice by email/SMS/letter of any change.

If we do not receive your Direct Debit on the first request, we will apply the amount owed to your Active Nottingham account held with us. You will be able to bring your account up to date at one of our Leisure Centres, online logging in to your account at [www.activenottingham.com/login](http://www.activenottingham.com/login) or by contacting our Customer Service Team by the 21<sup>st</sup> of the month on 0115 876 1600. You are obligated to make Direct Debit payments on the 5th of each month with the first one being on the 1st Direct Debit Payment Date notified in your membership email and then every month thereafter regardless of non-attendance, except where cancellation terms are met.

Monthly starting fee payments are non-refundable outside of the 15 day money back guarantee terms.

Nottingham City Council reserves the right to withdraw facility access if the member is in arrears of their Direct Debit payments.

An administration fee of £20 shall be paid for all returned unpaid Direct Debits that are not bought up to date within 21 days of a failed collection.

If you fail to bring your account up-to-date within the time-frame your access will be restricted and the £20 charge will remain on your account in line with our arrears management process.

### 8. Direct Debits – Membership Agreement Members Only

On signing up for a Membership Agreement all Members will pay the starting fee of a one off pro rata payment. After this you will be committed to an initial fixed term of 11 further full fee payments to be collected by Direct Debit.

All Membership Agreement fees will continue to be collected via a rolling Direct Debit after the initial fixed term of 11 monthly full fee payments, except where cancellation terms are met.

All Membership Agreements can be cancelled at any time after the initial fixed term of 11 monthly full fee payments by providing 1 months' notice where cancellation terms are met.

Nottingham City Council reserves the right to withdraw facility access and take any action available to recover any outstanding amounts due to failure to maintain payments in accordance to the Membership Agreement terms.

As a Member, you will be bound to and to act in accordance with the terms and conditions of your Membership Agreement with us throughout the duration of the membership.

An administration fee of £20 shall be paid for all returned unpaid Direct Debits that are not bought up to date within 21 days of a failed collection. You will then incur further fees if you fail to bring your account up to date.

All reasonable and direct costs incurred in engaging such third party company will be passed onto the Member named on the Membership Agreement including costs in tracing a Member in the event of a change of address that has not been notified to us.

We may assign the benefit of this Agreement and our rights there under to a third party on notice to you. Your rights under this Agreement will not be prejudiced.

You may transfer your membership to another person provided that such person signs an agreement with us and accepts the balance of any remaining minimum number of Direct Debit payments. Failure to pay any amount due under the Membership Agreement for a period of more than thirty (30) days may result in the debt being passed to a third party company for collection. Should your account fall into arrears you will receive advance notification of this from us in line with our arrears management process of our intention to instruct a third party to recover any outstanding payments.

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### **9. Change of details**

If your personal details change, please notify us as soon as possible so that we can amend our records accordingly. The details we hold for you will be used to communicate with you in relation to your Membership. We take no responsibility where you have failed to maintain up to date contact details and you are therefore unable to receive relevant service notifications.

### **10. Suspension**

We offer a suspension option for Members holding a non-coached membership who pay by Direct Debit to suspend their Membership for a period of not less than 2 whole months and a maximum of 4 months at a cost of £6.99 per month of the suspended period.

For those who have entered into a Membership Agreement any suspension of membership taken will not affect the amount of time left on the Agreement. You are required to make 11 monthly full fee payments regardless of suspension period entered into.

To arrange a suspension please contact the Customer Service Team by the 20<sup>th</sup> of the month before your next payment due date. This arrangement cannot be back-dated.

To reinstate a suspended membership please contact Customer Service Team by the 20<sup>th</sup> of the month before your next payment due date on 0115 876 1600. If you fail to contact us your membership will revert back to the regular monthly amount at the end of the pre-approved suspension period without notification.

In exceptional circumstances we may offer our members the option to suspend their membership free of charge where there is a service disruption beyond our control or as a result of government restrictions.

### **11. Change of Membership Status**

Members can request a Change of Membership after the initial Direct Debit has cleared by contacting the Customer Service Team on 0115 876 1600 by the 20<sup>th</sup> of the month before your next payment due date. The membership will be charged at the new monthly fee from the date of the next Direct Debit payment at which point any changes to access will occur.

Members can only request a change to a lower priced membership once the fixed term of their membership has been completed.

If you request a Change of Membership from an existing monthly membership, your monthly direct debit will continue at the new rate without notification of the change.

If you sign up to one of our monthly membership packages from 'Pay and Play' to a Direct Debit, you will have to pay a full starting fee pro-rata payment.

### **12. 15 day Money Back Guarantee**

All memberships can be cancelled within 15 days of joining and are entitled to a full refund under our 'money back guarantee'.

All refunds will be refunded via the same method initial payment was taken. Refund processing will take up to 30 working days unless advised differently.

Member must cancel their Direct Debit at the bank in order to guarantee membership cancellation.

This does not apply to Pay as you go Active Nottingham members.

### **13. Cancellation**

Direct Debit Members can cancel after their initial fixed term has been completed by giving 1 months' notice before the next Direct Debit due date.

Annual and Direct Debit Members who are still within their initial fixed term may only cancel under the following when proof is provided at time of request to NCC to cancel;

- Members who are pregnant and evidence is provided
- Members relocating further than 15 miles from the site of membership purchase, - **This does not apply to our student Members.**
- Members experiencing permanent medical incapacity which affects their ability to utilise the facilities.
- Members experiencing bankruptcy.
- Members experiencing redundancy.

It is the Members' responsibility to make sure that cancellation is placed with **both Customer Service Team** and that the **Direct Debit is cancelled through their bank or building society** in order to guarantee membership cancellation. Payments taken where you have not done this will not be refunded.

If you have any questions, please contact our friendly Customer Service Team by clicking [here](#).

**For your convenience upon cancellation or expiry of your membership package we will retain your Active Nottingham Member account which will permit access to leisure centres on a pay as you go basis.**

### **14. Our Right to Suspend or Cancel**

We can suspend or cancel your membership immediately if:

You commit a serious or repeated breach of your Terms and Conditions of membership and, if that breach is capable of being remedied, it is not remedied within 7 days of notification to do so;

In our reasonable opinion, your behaviour is likely to endanger yourself, other Members, their guests, or staff, or adversely affect the Leisure Centre or our reputation;

If any amounts you owe us remain unpaid 30 days after the due date;

If you provide us with details you know to be false when applying for membership and those details reasonably affected our decisions to grant you membership.

If we cancel your membership, you will be liable for all payments due up to the date of cancellation.

We reserve the right to refuse you access to the Centre if in our reasonable opinion access should not be granted. Our decision will be final in such a situation.

### **15. General**

- In exceptional circumstances outside of our normal business operation, particularly where due to government guidelines, we will provide timely and relevant information on how this affects your membership.
- We reserve the right to refuse entry to any Members who continually forget their card/fob/wristband unless they purchase a new card/fob/wristband. Members are subject to paying full price for the activity if they fail to present their card/fob/wristband on entry to the activity.
- All Members are expected to co-operate with facility staff at all times, Members who do not may be refused access.
- All Members must comply with NCC's policies, rules, regulations and "[terms of use](#)" applicable to their membership package and use of Nottingham City Council premises/facilities. Members who do not adhere to facilities regulations and policies may be refused access to facilities.
- Facilities may be withdrawn from time to time for repairs, refurbishment, tournaments, special events or closure. Wherever possible, 2 weeks' notice of any disruption to the regular programme will be advertised. Access to a similar activity can generally be made at another of the listed facilities, but is not guaranteed.
- Where full or part closure of facilities and programmes is required due to government or local authority restrictions we will endeavour to communicate with you at the earliest opportunity providing details of options that are available to you in line with our price value promise.
- Opening times of all facilities will be limited over Bank Holiday periods. Generally, a facility will be open daily, except for Christmas Day, Boxing Day and New Years Day.
- Some activities are a single sex session. These activities are programmed so that the activity can be accessed by anyone at another facility.
- Sessions and facilities are subject to change without prior notification and may also be subject to cancellation should the session or facility be deemed no longer viable.
- **Fair Play** - If a Member books onto a session then fails to show or cancels less than 3 hours before the session start time, a £3.00 penalty fee will be applied to the account. Until paid, activities will be payable at the full rate.
- Membership cancellations due to facility withdrawals/closures will not be permitted where alternative provisions are available. Any changes to service will be communicated to you.
- Where Nottingham Swim School coached activities are cancelled due to Bank Holidays and unforeseen closures, a reduction to your normal monthly Direct Debit fee will be applied at the earliest opportunity allowing for processing time.

Nottingham City Council reserves the right to amend and/or update these Terms and Conditions. Updated versions are available on request or on our website

[www.activenottingham.com/terms-of-use](http://www.activenottingham.com/terms-of-use)

### **General Data Protection Regulations ((EU) 2016/679) and Data Protection Act 2018**

The personal information obtained from you is for the purpose of administering your Active Nottingham Account, seeking feedback or providing information on products or services you have requested from us. For further information about how we use and share your data please visit <https://www.nottinghamcity.gov.uk/privacy-statement>. If you prefer paper, please request a copy from one of our leisure centres when you are next visiting.