

Membership Terms & Conditions

GENERAL TERMS

1. You agree to comply with the Gym Rules which are displayed prominently on the premises and our website and which relate to matters including opening hours, use of facilities and your conduct. We may make changes to the Gym Rules at any time and it is your responsibility to make yourself aware of the Gym Rules in force from time to time.
2. Members are reminded that it is a breach of this agreement for any member to allow any other person to enter onto the premises, whether by allowing such other person to use the member's access card or otherwise.
3. Active Luton reserves the right to maintain a photo or a copy of your photo identification on-file (taken during your sign-up process) and/or to ask you to show photo identification or otherwise verify your identity before entering any Active Luton facility to prevent account sharing or identity theft.
4. Any member under the age of 18 can only enter into a Membership Agreement if a parent provides a suitable Direct Debit mandate. By providing such a mandate, the parent accepts responsibility for ensuring that the member will comply with the Membership Agreement.
5. If we take no action in respect of any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.
6. We may assign the benefit of this agreement and our rights hereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced.
7. This agreement is governed by English law and disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.
8. We may terminate this agreement with immediate effect on notifying you if you are in breach of the Gym Rules.
9. Your membership will be cancelled immediately if you cancel your Direct Debit mandate or any Direct Debit cannot be collected in accordance with such mandate.
10. You agree to advise us immediately of any change to the Personal Details provided in the Membership Agreement.
11. We use your personal data for the purposes of administration, assessment, credit checking, customer profiling and improving our services.

12. USE OF EQUIPMENT AND FACILITIES

- 12.1 By signing the Membership Agreement, members acknowledge that the equipment and facilities could be hazardous if not used in a proper manner or if their use is inappropriate to the characteristics and state of health or fitness of the user.
- 12.2 A member shall not use the facilities until they have completed an induction programme and completed a Physical Activity Readiness Questionnaire (PARQ).

12.3 Members will observe any guidance on the use of the facilities given by our team members while on the premises.

12.4 Where one of our team members is satisfied that any person has not observed the Membership Agreement, the Gym Rules or any guidance given to them in the proper use of any item of the facilities the team member may:

- a) require that person to have further or repeat induction programme and charge a fee for the same as a condition of retaining their membership; or
- b) terminate that person's membership.

12.5 Members are recommended to seek the appropriate medical opinion(s) before using fitness equipment or starting an exercise programme.

12.6 We reserve the right to:

alter certain facilities or restrict access to our premises, whether in whole or in part, on a temporary basis for decorating, cleaning, essential repairs or maintenance of equipment and special events, although at our discretion we shall try to make appropriate alternative arrangements to accommodate members (for example, if one of our sites is unavailable we may allow members to make temporary use of another of our sites); and use any photographs of members/guests for promotional purposes with permission.

13. PERSONAL BELONGINGS

13.1 Lockers and bag stores are provided for the security and storage of personal belongings. Members are encouraged to use them at all times.

13.2 Members should take all reasonable steps to take care of their personal belongings and should not leave any bag, parcel or case unattended.

13.3 We accept no responsibility for the loss of any item left in lockers or bag stores.

13.4 Lockers will normally be cleared every night.

13.5 Members must not retain keys to lockers when not on the premises.

13.6 Items found on clearance of lockers and other items of personal belongings found at the end of each day will be deemed lost property.

13.7 Lost property will be kept in a safe storage for fourteen days and if not claimed will be disposed of and proceeds of any sale retained by Active Luton.

14. CONDUCT

14.1 Members of our facilities must behave quietly, courteously and politely at all times.

14.2 Members shall not disturb or cause a nuisance to any other user of our facilities or to any member of our team.

14.3 No member shall bring any glass bottle or container onto the premises.

14.4 No member shall use our facilities when they know or should reasonably know that they are affected by any medical condition which could cause infection or injury to themselves or other users during normal use of the facilities. Members must adhere to the suitable dress code that is specific to their activity.

14.5 Members must not:

- a) smoke in any part of the premises;
- b) bring alcoholic or intoxication liquor, narcotics or other mood-altering substance onto the premises; or
- c) use the facilities while under the influence of alcohol, narcotics or other mood-altering substance.

14.6 We reserve the right to refuse admission or ask anyone to leave if we believe they are in breach of this agreement or the Gym Rules.

14.7 We may from time to time introduce, amend and revoke (by way of notices on our premises and/or our website) rules and codes of behaviour (including a dress code), which form part of this agreement and with which members must comply.

15. GROUP FITNESS CLASS CANCELLATION POLICY

15.1 Members who book a group fitness class are required to adhere to the cancellation policy below

15.2 Pre-booked group fitness classes must be cancelled at least eight hours before the class start time, otherwise the member will receive a 'strike' on their membership account.

15.3 Any member who receives three strikes on their membership account within a rolling 30-day period will receive notification that their pre-booking privileges will be suspended and a £6 charge applied to their account.

15.4 Pre-booking privileges will not be re-instated until the £6 charge has been paid.

15.5 Customers choosing to attend a different class within the eight hour period when they have another booking in place will receive a strike for the original class booking.

15.6 We reserve the right to terminate the membership of members whose booking rights have been suspended more than once.

15.7 We reserve the right, due to unforeseen circumstances, to either change, relocate or cancel classes. No strikes will be received under these circumstances.

15.8 Late arrivals will not be permitted into classes. If you are refused entry, no strike will be given.

16. LIABILITY FOR LOSS AND DAMAGE

We shall compensate you or your estate in respect of any uninsured loss or damage to your personal property, or your death or any personal injury suffered by you, to the extent that any of the foregoing is caused directly by our negligence or our breach of this agreement or any term implied by law, except where such a breach is caused by you or an event outside our reasonable control, but subject to the aforesaid all liability to you is excluded.

17. SEVERANCE

If any part of this agreement is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from this agreement and the remaining provisions of the agreement will otherwise remain in full force.

18. NOTICES

Notices under this agreement will be in writing and sent to the member or Active Luton, as the case may be, at the address set out in the Membership Agreement. They may be given, and will be deemed received:

- a) by first class post: two business days after posting;
- b) by hand: on delivery; and
- c) by email: on receipt of a delivery or read receipt mail from the correct address.

19. DATA PROTECTION ACT

All data held by Active Luton will be handled in line with our Privacy Policy. In addition, the information held about you by Credit Reference Agencies may be linked to records relating to any person with whom you are financially linked. Read the paragraph entitled “Use of Associated records” below before you sign. In operating your agreement, we may search your record at Credit Reference Agencies. They will add to your record details of our search and your agreement and this will be seen by other organisations and make searches. This and any other information about you and those with whom you are linked financially may be used to make credit decisions about you and other members of your household. We may also add to your record with the Credit Reference Agencies details of your agreement with us, the payments made under it and any default or failure to keep its terms and any change of address. These records will be shared with the other organisations and used by us and them to help make decisions about credit and credit related services such as insurance for you and members of your household; trace debtors and recover debt. For these purposes we or they may make further searches. Although these searches will be added to your record, they will not be shared with others. Please telephone us on 01582 400272 if you want to have details of those Credit Reference Agencies from whom we obtain and to whom we pass information about you. You have a legal right to these details. You have a right to receive a copy of the termination we hold about if you apply to us in writing. A fee will be payable.

Use of Associated Records

We may search records at Credit Reference Agencies which may be linked to records relating to your spouse/partner or other persons with whom you are linked financially and other members of your household. For the purposes of this agreement, you may be treated as financially linked and you will be assessed with reference to “associated” records. Where any search is completed involving joint parties, you both consent. You both consent to us recording details at Credit Reference Agencies. As a result an “association” will be created which will link your financial records and your associate’s information may be taken into account when a future search is made by us of another lender unless you file “Dissociation” at the Credit Reference Agencies.

The Direct Debit Guarantee

This should be retained by the payer

- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Banks and Building Society.
- If the amount to be paid or the payment dates changes Active Luton will notify you 20 working days in advance of your account being debited or as otherwise agreed.

- If an error is made by Action Luton or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of the letter to us.

GO4LESS ADVANTAGE

To qualify for a Go4Less Advantage card and receive discounted rates for swimming, group fitness, badminton or gym at only £2 per session/adult or £1/juniors, you must receive one of the following:

- Universal Credit, Housing or Council Tax Benefit
- Working Tax Credit, Income Support or Jobseeker's Allowance
- Employment and Support Allowance due to illness
- Disability Living Allowance, Personal Independence Payment or Pension Credit

Proof of benefits will be required at reception on your first visit to complete your online sign up. This can include email/online benefits account or other communication with name and address. Access to centres at reduced rates will be restricted to open - 4pm weekdays, any time at weekends. Go4Less Advantage cards are valid 12 months from date of issue and are FREE, including your gym induction