

Terms and Conditions of Membership

1.0 The Centre

1.1 "The Centre" is any Centre managed by St Helens Borough Council. The managed Centre premises are located at Selwyn Jones Sports Centre, Queens Park Health & Fitness, Parr Swimming & Fitness Centre and Sutton Leisure Centre

2.0 The Council

2.1 The council shall, through its duly authorised representative, manage and operate the Centre and deal with all matters in relation to it.

2.2 Membership Head Office: Queens Park Health & Fitness, Boundary Rd, St Helens WA10 2LT Tel: 01744 671726/1720

3.0 Acceptance of Membership

3.1 The decision to accept the application of a potential member shall be at the sole discretion of the council. The council reserves the right to verify, or require proof of, all information given in order to obtain membership, and any fraudulent or wrongful information given in order to obtain such membership could result in the cancellation of all membership rights and lead to the repayment of all monies due to the council. A photograph will be taken of each individual at reception & will be retained on the Leisure Services system to be referred to when a customer enters a facility as evidence that the card holder is the authorised member.

3.2 The acceptance by the council of an application for membership of the Centre shall constitute a legally binding agreement between the member and the council. The member hereby agrees also to be bound by the rules, bylaws and regulations of the Centre which are in force at that time.

3.3 Membership cards are issued to all current members and must be shown at Centre reception to gain entry every time a visit is made to the Centre. Membership cards may only be used by the registered member, and any fraudulent use of the membership card by the member will result in cancellation of that membership with no refund being made by the council. The membership card remains the property of the council and entitles the holder to all the rights and privileges exercisable by the category of membership chosen by the holder.

Lost or damaged membership cards will be subject to a replacement charge being made in line with published fees & charges.

3.5 Personal information provided will be processed in accordance with current Data Protection Legislation. It will be treated as confidential and only used for the purpose of administering your Go Active Membership. By providing contact details you are accepting that you may be contacted to pursue outstanding payments.

3.6 To be able to send you marketing information such as newsletters, we will need your permission. You may 'opt out' at any time by contacting the Membership Office.

3.7 The member is responsible for communicating of a change of address or contact details to the Membership Office, Queens Park Health & Fitness, Boundary Rd, St Helens WA10 2LT, or email: goactivesales@sthelens.gov.uk

4.0 Cancellation of Membership

4.1 Direct Debit payments - It is the member's responsibility to cancel the appropriate Direct Debit Instruction with their bank. The council will not accept any responsibility for terms and conditions applied by the member's bank for periods of notice required to cancel a Direct Debit.

St Helens Borough Council will accept requests to cancel by letter, email telephone or in person as long as communication is directly to the Membership Office.

Requests made after 20th of the month may incur further charges if the member fails to cancel the Direct Debit Instruction with their bank before the next payment due date, as the bacs process cannot be intercepted.

4.2 Salary Deduction payments

Members must complete an 'Intention to Cancel Membership' form, or email: goactivesales@sthelens.gov.uk before the 12th of the month when wishing to terminate a membership agreement. Members should NOT contact the payroll department directly to stop payments. In no circumstances will fees be refunded by the council

4.3 Memberships paid up front can NOT be cancelled; they will expire at the end of their term. Circumstances such as development of medical condition or moving out of the area should be discussed directly with the Membership Office.

5.0 Limitation of Liability

5.1 The member acknowledges that the council's obligations and liabilities in respect of the Centre are exhaustively defined in this agreement.

5.2 The member is responsible for the consequences of any use of any of the facilities of the Centre. The council will not be liable for any indirect or consequential loss, damage, costs, expenses, theft or damage to property, whether arising under contract, tort (including negligence) or otherwise.

5.3 The council accepts liability, to the extent that it results from the negligence of the council and its employees, for death or personal injury without limit.

6.0 Physical Health of Member

6.1 The member warrants and also represents that they are in good health and are not knowingly incapable of engaging in either active or passive exercise. The member further warrants that such exercise would not be detrimental to their health, safety, comfort, wellbeing or physical condition.

6.2 Before using any Fitness suite, the member must first complete a pre-exercise questionnaire and complete a Gym Welcome. Customers who disclose medical contraindications will require a GP referral to be forwarded to the Healthy Living Team prior to attending a Gym Welcome.

6.3 A member who experiences a medical condition which means they are unable to use facilities may request a suspension/freeze on their account for no longer than six months. Dated evidence should be provided to the Membership Office to support the request. Requests will be dealt with on an individual basis.

7.0 Assignment

7.1 The council may assign the benefit of these terms and conditions of membership to a third party, on similar terms and conditions, without notice being served upon the member to that effect.

8.0 Membership

8.1 Memberships shall be Go Active membership. The categories of membership are Platinum, Gold, Silver, Classes, Bronze, SwimSkool, Coaching, Activity and Active Coach. All categories of membership shall be subject to these Terms and Conditions of membership and to the rules, bylaws and regulations of the Centre which are in force at that time.

8.2 Bronze Membership is the Go Active concessionary category which is offered to certain groups; Identification is required to confirm eligibility. Eg: Over 60 years. Students to prove they are in full time education, not in regular employment & not in receipt of benefits, for the duration of their membership.

8.3 Membership categories, group acceptance or promotions may be introduced by the council at any time.

9.0 Fees and Charges

9.1 New or re-joining members shall choose a current product to join which may be a higher price than previously joined members.

9.2 Members will pay an initial pro rata fee which shall become payable immediately upon the signing of this agreement.

9.3 Membership fees shall not be refunded by the council where the member chooses not to attend the Centre.

9.4 All monthly payments shall be paid by Direct Debit, or Salary Deduction (unless a time of promotion) and are payable in advance.

9.5 The council reserve the right to amend your monthly payments. You will be given written notice of a minimum of ten working days.

9.6 Failure to produce a valid Membership/Access card will result in either being charged the appropriate activity fee, a lost card fee to reissue a new card or refused entry.

9.7 Members who fail to cancel a pre-booked activity and do not attend will be charged a 'nonattendance fee' for the activity in question.

9.8 The council reserves the right to refuse a service to any member that has any outstanding payment listed against their account.

9.9 The council reserves the right to pursue repayment of monies outstanding on a member's account.

10.0 Expulsion of Members or Termination of Membership by the Council

10.1 The council may expel members or may terminate the membership of any member:

10.1.1 With immediate effect and without notice if the behaviour of an individual is deemed: Dangerous or inappropriate towards any other members, visitors or staff. Harmful or offensive towards the name or character of a Centre.

10.1.2 With immediate effect and without notice if the member shall have committed any breach of these Terms and Conditions or of the rules, bylaws and regulations of the Centre which are in force at that time.

10.1.3 By notice in writing if any part of a membership fee which is due and payable remains unpaid thirty days after the due date for payment; including pro rata fees, monthly or annual subscriptions or course payments.

10.1.4 By notice in writing if the council is of the opinion that the member is not a suitable individual for continuous membership by direct debit payments; thus indicated by 2 or more bacs collection failures. Full policy available on request.

10.2 A member whose membership is terminated by the council shall forfeit all the privileges of membership with immediate effect without an entitlement to any claim for any refund of their membership fees.

11.0 Online Booking/advance bookings

11.1 Bookings can be made online, in Centre or by telephone up to six days in advance from midday.

11.2 Bookings should be made by the named member for themselves only. Requests to book on behalf of another will be denied.

11.3 Non-attendance for advanced bookings without cancellation notice will result in a 'nonattendance' fee being payable. Members will not be able to make further bookings or access a facility until full payment has been made. Cancelling a booking can only be done before the start of the activity with no penalty charge.

11.4 A pre booked activity may be moved to another day/time once only.

11.5 Go Active Membership does not give priority over other users or guarantee availability of activities.

12.0 Centre Facilities

12.1 Certain categories of membership do not include all of the Centre's services and facilities. Services and facilities not so included may be provided at an additional charge at the council's discretion.

12.2 The council reserves the right to make reasonable alterations to the type of facilities provided without notice.

12.3 The council shall not be liable for any inconvenience caused by building works and for the provision of essential maintenance services. When essential maintenance and repairs are required, or due to circumstances beyond our control, the Centre or part of the Centre may be closed. Where possible, members will be given prior notice of any such closure. No compensatory refunds will be issued due to the inability to access an activity due to closure; Members may use alternative activities and facilities or cancel their direct debit at the bank.

13.0 Hours of Opening

13.1 The Centre's normal hours of operation, and the hours in which any facilities within the Centre are available to members, are available from the council upon request. Hours may be changed at the absolute discretion of the council with or without any prior notice being given to members. The council shall endeavour to give members reasonable notice of change to such hours. Opening hours may differ at each Centre.

14.0 Governing Law and Jurisdiction of the Court

14.1 This agreement shall be governed by and construed in accordance with English Law, and the parties hereby agree to submit any disputes to the exclusive jurisdiction of the English Courts.

15.0 Data Protection

15.1 All information provided will be processed and retained according to the requirements of Data Protection Legislation, Audit and Recreation policies.

15.2 Members may 'opt in' or 'opt out' to receive marketing communications at any time.

15.3 Membership to the facilities will be denied if customer fails to provide the necessary information required.

15.4 Contact details of the St Helens Borough Council Data Protection Officer: dataprotection@sthelens.gov.uk