

Brimhams Active terms and conditions (gym and swim memberships)

The membership agreement is made between you 'the member' and the Brimhams Active operated leisure and Wellness facilities and Wellbeing Hubs.

General

- a minimum age of 12 applies to all gym-based memberships
- a minimum age of 16 applies to all group exercise classes
- no minimum age applies to swimming memberships although child admissions policy still applies
- all prices are subject to change in April each year. We will give 10 days notice to members before any change to direct debit payments
- all memberships are non-transferrable and will require a photo of the member to be kept on our leisure management software linked to the membership. This will be used to check your identity when accessing the facilities
- we do not accept bookings/inductions/enrolments without payment. Membership enrolment and subsequent access to facilities and activities are only available on receipt of completed forms
- you should consult your doctor before you start any exercise programme or class if you are not sure whether it is suitable. You will be responsible for advising us of any changes in your circumstances that may affect your ability to exercise
- we cannot accept liability for loss or damage to you or your guest's property in our facilities or the car park unless that loss or damage was caused by our negligence

Member conduct

- appropriate clothing/footwear must be worn for all sessions. Trainers must have non-marking soles. Shoes, boots, or bare feet are not deemed acceptable for classes. Management reserves the right to request members to leave the facilities if footwear is deemed dangerous or likely to result in injury. Shoes/boots with cleats, SPD's or studs must not be worn to move around our facilities. If you are wearing studs/cleats please make sure you only stand on the matting provided and remove/change footwear to leave the class
- management reserves the right to refuse access to any facilities if they suspect members are under the influence of drugs or alcohol
- management reserves the right to refuse access to any facilities at any point and with immediate effect if it is in the reasonable opinion of Brimhams staff necessary to do so in the interests of the safety of the public or members of staff. In this event occurrence, your membership will be cancelled or suspended at the point of notification

Membership fees and charges

Price for life

- the 2011 offer guaranteed existing members the same price for the life of their membership
- this is only guaranteed at the price of your membership at the time of the offer. Members cannot change to another price for life or add/transfer membership onto another price for life
- cancellation or change of membership will nullify the price for life

Pay up front

- your membership will automatically end once the specified length of the membership has expired
- your membership is non-refundable and non-transferable
- your membership cannot be paused, frozen or changed to another membership type

Discounted memberships and concessionary rates

- in order to qualify for any discounted membership option, you are required to supply evidence of your eligibility. [A list of acceptable evidence and the concessionary rates we offer can be viewed on our website on the membership page](#)
- you will be charged the full membership rate, until you provide acceptable evidence, whereby your direct debit will be adjusted for the next payment to the discounted rate
- concessionary Rates are only valid for set periods as defined within the concessionary entitlement policy. Please ask us for further details, prior to obtaining a discounted membership
- failure to present recent evidence when requested to do so may result in the loss of your concessionary entitlement and your access to facilities to the facilities may be restricted

Change/Cancellation of Direct Debit membership

- changes to direct debit memberships can be made by contacting the site your membership is linked to. Any change in price will automatically be calculated and payment will be required immediately where there is an increase in cost. Direct Debit payments will be adjusted for the following months' payment
- we require one calendar months' notice if you decide to change or cancel your membership
- you can cancel your membership by contacting the site your membership is linked to
- any queries regarding a change or cancellation to your membership should be directed to the facility that your membership is linked to or via email to leisureadmins@brimhamsactive.co.uk
- Direct Debit bank instructions should not be cancelled until after you have made your last payment

Cooling off period

- we offer a 14 day cooling off period for memberships. The 14 day cooling off period begins the day after the membership has been taken out. If you decide within the cooling off period you do not want to continue with your membership, we will refund the full pro rata payment providing you have not attended any sessions. If you have attended sessions we will deduct however many days attended from your pro rata refund

Facility closure

- facilities may be closed for up to seven days over the Christmas period in addition to standard bank holidays. Exact closure dates will be [advertised on our website on the locations pages](#)
- during the Christmas period, we will endeavor to keep one Leisure and Wellness' facility and 'one swimming pool open excluding bank holidays
- facilities may close to enable maintenance
- refunds or adjustments to membership fees will not be given to cover periods of closure

Replacement card/fobs

- a charge will apply to reissue lost/stolen membership cards
- a charge will apply for a replacement Wellness Fob

Bookings/classes/inductions

- for your own safety, we recommend all members complete an induction with a member of the Wellness team. All members are required to read and comply with our Health Commitment Statement
- if a class/induction requires a payment, this will be required at the time the booking is made
- a minimum of two hours' notice is required, for cancellation of an induction. We cannot offer a refund to you if you cancel your induction and give us less than two hours' notice

Bookings/classes

- members can book classes up to two weeks in advance. Classes will be made available to non-members, one week prior to a class commencing, subject to availability
- if you are unable to attend a booked class, a minimum of two hours' notice is required. If you give less than two hours' notice, you will not be entitled to a credit and no refund will be provided to you
- in order to maximise group exercise spaces for our members failure to attend a class that you have booked will result in £2 non-attendance fee. You will also be prohibited from making advance bookings until the non-attendance charge has been paid. Payment can be made either through your online membership account or at site
- you may cancel a class via your membership account, in person or by contacting the facility the class is taking place at directly. Bookings or cancellations will not be accepted, if left on an answerphone.
[Facility contact details can be found on our website](#)
- all classes run with a minimum number and are subject to cancellation if the minimum number is not met
- late entry to classes is not permitted
- in the event that we have to cancel a class or booking, all bookings will where possible be transferred to the next week. Pay As You Go customers will be offered a full refund for the cancelled class

Data protection

We will record and retain any personal information you give us in accordance with current data protection legislation. Please visit the [Brimhams Active website to see our privacy notice](#).

The Direct Debit Guarantee

- this Guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits
- if there are any changes to the amount, date or frequency of your Direct Debit Brimhams Active will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Brimhams Active to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- if an error is made in the payment of your Direct Debit, by Brimhams Active or your Bank or Building Society you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund, you are not entitled to, you must pay it back when Brimhams Active asks you to
- you can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us