

## Brimhams Active rules (gym and swim memberships)

The membership agreement is made between you 'the member' and one of the Harrogate Borough Council (HBC) operated leisure facilities; Brimhams or a HBC operated swimming pool.

### General

- A minimum age of 16 applies to all gym based memberships and ALL classes with the exception of instructor led 'Teen Tone Zone' 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.
- Couples membership is defined by two people who are immediate family members or in a relationship living at the same address.
- We do not accept bookings/inductions/enrolments without payment. Membership enrolment and subsequent access to facilities and activities is only available on receipt of full and correct paperwork being filled out and any payment required.
- 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 footwear must be worn for all sessions. Trainers must have non marking soles. Shoes, boots or bare feet are not deemed acceptable for classes; Brimhams reserves the right to request members to leave if lack of appropriate 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.

### 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 on 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.

#### Evidence

- In order to qualify for any discounted membership option you are required to supply evidence of your eligibility. A list of acceptable evidence and what concessionary rates we offer can be obtained from us.
- 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 entitlement is only valid for set periods as defined within the 'Concessionary Entitlement' policy. Please ask us for details of specific entitlement conditions.
- Failure to present recent evidence when required may result in loss of concessionary entitlement and restriction of access to facilities.

### Change/ Cancellation of membership

- We require a calendar months' notice to change a membership type.
- A change of details form can be filled out at any Brimhams Centre or HBC operated pool to request a change of membership. Payment of any difference will be paid at the time of filling out a change of details form. In the event of a reduced rate, the next direct debit will be amended accordingly.

- We require at least one calendar months' notice of your intention to cancel your membership. Failure to do so will result in a cancellation fee of one month's membership.
- To cancel your membership we will require you to either; complete a cancellation form, available at any Brimhams Centre or HBC operated pool or; send an email request to [leisureadmin@brimhamsactive.co.uk](mailto:leisureadmin@brimhamsactive.co.uk). We will confirm all email requests via return email. Other forms of cancellation will not be accepted.
- Direct Debit bank instructions should not be cancelled until after your last payment which will be written on your cancellation form.

### Christmas closure

- Facilities will close for up to 7 days over the Christmas period in addition to standard bank holidays.
- During the Christmas period we will endeavour to keep one 'Fitness Facility' and a swimming pool open.
- During the Christmas period members will not be required to pay any 'top-up' charges to use another leisure facility operated by Harrogate Borough Council.
- Refunds or adjustments to membership fees will not be given to cover this period of closure.

### Replacement card/ fobs

- A charge of £2.50 will apply to reissue lost/stolen membership cards. Replacement of a Wellness Fob will incur a charge of £10.00

### Bookings/ classes/ inductions

#### Inductions

- For your own safety we recommend all members complete an induction with a member of the fitness team. If you do not wish to complete an induction you will be required to complete an exercise waiver form.
- If a class/induction requires a payment this will be required at the time of booking.
- There is a large demand for inductions; a minimum of 2 hours' notice is required for cancellation of an induction. We regret that we cannot offer a refund within 2 hours' notice.

### Bookings/ classes

- Members can book classes up to 2 weeks in advance. 1 week prior to a class commencing it will be made available to non-members (subject to availability).
- Members must sign in at reception for a class. Failure to do so will result in a no show and you may be charged the normal class rate.
- If you are unable to attend a booked class a minimum of 2 hours' notice is required. If you give us less than 2 hours' notice no credit or refund will be offered. If you are recorded as a no-show for three classes in the same calendar month you will be charged a cancellation fee at the normal class rate. This will be added to your next payment.
- You may cancel a class in person or by contacting Brimhams directly. Bookings or cancellations will not be accepted if left on the answerphone.
- All classes run with a minimum number and are subject to cancellation if minimum quota is not met.
- Late entry to classes is not permitted.
- In the unlikely event Brimhams has to cancel a class or booking, all bookings will where possible be transferred to the next week. PAYG customers will be offered a full refund for the cancelled class.

### Data protection

- We will record any personal information you give us in line with the current data-protection laws.
- It is important that we hold the most up-to-date contact details for you. You are responsible for keeping all your personal contact details and choices for how you want to receive marketing materials up to date.

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### 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 Harrogate Borough Council will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Harrogate Borough Council 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 Harrogate Borough Council 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 Harrogate Borough Council 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.