

# Activate Fitness Health & Fitness Agreement

## Membership term

1. **'Initial Term'** means the full 12-month period from the date of joining to cover a full 12-month calendar year when joining on a **'Committed'** membership package.
2. **'Initial Term'** means the full 3-month period from the date of joining to cover a full 3-month period of a calendar year when joining on a **'Non-Committed'** membership package.

## Starting your membership

1. You will need to complete a fitness suite induction prior to your membership commencement, failure to complete this will result in your membership being placed in a suspended or cancelled state and any fees paid will not be reimbursed.
2. You will need to pay the annual fee at the point of joining to cover a calendar year from the date of joining, when joining any annual membership package.
3. Payments by Direct Debit will be administered and collected through the nominated collection partners **'HARLANDS Group Ltd'** for all Activate Fitness direct debit payments.
4. You will need to pay an initial pro rata payment to cover the period of joining to the next valid Direct Debit date available, these fees can be obtained from the facility of your choice.
5. Your Direct Debit payment will cover the period from when your payment day is due to the day preceding your due collection day each month. Your Direct Debit is a rolling payment and has **no 'END' date**. You must inform our collection partners **'HARLANDS Group Ltd'** giving at least **1 calendar month** notice in writing to end your payments.
6. Memberships are available at a discounted rate, for certain age groups and companies or groups that have taken up a corporate agreement with us. Proof of age, employment or association to these companies or groups must be provided prior to signing this agreement.
7. When joining our facility as a member you and any linked members are required to have a photograph taken that will be electronically stored on our membership system for use of verification on each of your visits.
8. All members must either swipe into the facility using their membership card or volunteer their name for verification at each facility visit prior to entering. This allows us to verify your identity when entering the facility.

## Ending your membership

1. You or any linked members (adult or junior) can end your or their membership following the **'Initial Term'** period, by giving at least **1 calendar months** notice in writing, any fees that are due during the 1 months notice period will be required in full.
2. Ending your membership during the **'Initial Term'** will require the payment of any and all fees due under the membership agreement.
3. Requests to end your membership cannot be made through our facilities and all correspondence must be directed to Activate Fitness collection partners **'HARLANDS Group Ltd'**, it must be made in writing. It is your responsibility to get a dated receipt of the facilities acceptance of this request.
4. Verbal requests cannot be accepted under any circumstance.
5. Confirmation of a request to end any membership will be sent to the members registered address upon receipt of the request being actioned by the health & fitness administration office.
6. If you are moving away from the area a request in writing to end your membership must be made giving a minimum period of notice of **1 calendar month**, if this move is within your **'Initial Term'** period the facility management may charge an administration fee to end the membership early, any fees will be discussed prior to a charge on your account. A letter of confirmation from your employer, university and or an estate agent will be required.
7. If the facility that you join for any reason closes for any period longer than 14 days and there is no facility within 5 miles of that facility you will be able to freeze or suspend your membership for the duration of the facility closure.
8. This membership is non transferable.

## Cancelling your membership

1. We may cancel your membership in the following circumstances.
  - a. If you break this agreement or any facility rules repeatedly.
  - b. If your membership card is used by any other person than you to gain access to any SMBC facility.

- c. If any linked member breaks any of the facility rules repeatedly.
  - d. We will not tolerate our staff or other members being verbally, physically abused or intimidated. If this is the case, we will immediately report this to the appropriate authorities and we will immediately block your usage from this and any other **Sefton Council** facility.
2. If your membership is cancelled, you can appeal in writing by contacting the health & fitness administration office. All appeals will be heard in person and a decision will be made within 7 days of the hearing date.
  3. If we are required to cancel your membership for a breach of any rules, terms or conditions by you, there will be no refund made of any or part of your subscription fee.

## General terms

1. **HARLANDS Group Ltd** on behalf of Sefton Council will attempt to make collections for any fees through your nominated account, If non-payment is returned you will be liable to pay an additional administration fee of **£10+VAT** in all instances.
2. When paying by Direct Debit it is understood that you will make every effort to ensure that the nominated account is available and in credit so allowing collection of any due fees on the agreed date of collection as agreed during your sign up process.
3. Should you have difficulties with your payments, please contact **HARLANDS Group Ltd** Customer Support by emailing **c.service@harlandsgroup.co.uk** or telephoning **01444 449024** to discuss this matter further.
4. Repeated non-payment of your Direct Debit may result in this service being removed and not reinstated for a minimum period of 6 months from removal. Any outstanding fees will need to be recovered prior to reinstatement. If payment is not recovered Sefton Council may pass this recovery onto an external debt recovery partner.
5. Before using any exercise equipment you must complete our pre – exercise questionnaire and undertake a supervised induction session. We reserve the right to refer any prospective member to his / her GP if there are contra-indications in respect of physical exercise.
6. Membership Wristbands/Cards remain the property of Sefton Council. Each member will be required to show and swipe their card on each and every visit. The Wristband/Card may be retained during the visit and returned upon leaving. Upon joining, the member's photograph will be taken. This photograph will be displayed on the computer screen as each member enters the Leisure Centre.
7. Any member, who mislays, loses or damages their membership Wristband/Card will be required to purchase a new Wristband/Card on their next visit. The cost will be £5.00.
8. All members should ensure that they use a towel when in the Fitness Suite to wipe each piece of equipment after use.
9. If during your membership period your contact details change in any way you will be required to update the facility.
10. The Management will use their best endeavours to ensure that all equipment is maintained in full working order. However, breakdowns will and do occur. In such instances all members must acknowledge and agree that any breakdown will not give rise to any recompense, financial or otherwise.
11. We may alter facility opening times, or temporarily withdraw facilities at any time if we require them for tournaments, exhibitions or other activities, or in connection with any repairs, alterations or maintenance work, or for any other reasonable reason. All such changes will be displayed with as much prior notice as possible on the notice boards. This will include any closure or withdrawal of specific services as a result of industrial action.
12. The use of the swimming pool and sauna, steam facilities by members of the fitness suite is done so on a concessionary basis only and as such its use does not form part of the cost of membership. On occasion it is necessary to close these facilities for maintenance, galas or special events and bookings. Notice of such closures will be provided by way of posters within the Leisure facilities. There will be no refunds payable for such closures.
13. All facilities are subject to availability.
14. If any changes are made to these Terms & Conditions we will notify you in writing give 14 days minimum notice.
15. You assume all risks and responsibility for any harm, loss, damage, property damage, personal injury, or death to you or others resulting from, arising out of, or any way in relation to your use of or presence in Sefton Council facilities.

## TERMS & CONDITIONS

Membership management services provided by Harlands Services Ltd - **HELPLINE** – 01444 449 166 / [c.service@harlandsgroup.co.uk](mailto:c.service@harlandsgroup.co.uk) /  
2<sup>nd</sup> Floor Rockwood House, 9-17 Perrymount Road, Haywards Heath, RH16 3TW. Reg. in England No. 2982925 VAT Reg. No. GB 799711370

### PRINCIPLE TERMS

1. This agreement is an agreement between you, us and Harlands Services Ltd (“**Harlands**”). This agreement commences once you have indicated your acceptance in the Declaration section of this web sign up process. If you did not sign up on the club's premises you have 14 full days after sign up to cancel this agreement for any reason. To exercise this right you must inform Harlands or the club of this by post, email or telephone using the details above. You can use the cancellation form on page 2 of this document but it is not obligatory. If you exercise this right to cancel we will reimburse you all joining and membership fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service before requesting to cancel then we will reduce your membership fee refund by a pro rata amount equal to the number of days from sign up to the date cancellation was requested.
2. Your membership starts immediately.
3. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen, subject to your timely payment of the fees and charges set out below and the successful processing of your direct debit instruction.
4. Harlands provides direct debit payment services to you and administers our agreement with you, in consideration for which you agree to pay all the fees and charges associated with your Membership and set out below to Harlands.

### FEES AND CHARGES

5. The Joining Fee / Initial Payment is due and payable immediately on execution of the agreement and is not refundable other than in the event of breach or negligence by us or on the valid exercise of your statutory cancellation rights, as set out in the Principle Terms above.
6. Your obligations to Harlands include payment of the Direct Debit Payment Amount. You are obligated to make the "Minimum No. of Direct Debit Payments" stated with the first one being paid on the 1<sup>st</sup> Direct Debit Payment Date and then every month thereafter. You are obligated to make every Direct Debit Payment regardless of non attendance, except where the Agreement is cancelled in accordance with the cancellation terms below or under your statutory cancellation rights, as set out in the Principle Terms above.
7. If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay Harlands on demand (i) an initial administration fee of £10; and (ii) any and all further reasonable costs incurred by Harlands in recovering the due fees and charges from you, including costs in tracing you if you have changed your address without telling us. Harlands' right to recover these fees and costs shall be in addition to and without limitation of our rights or those of Harlands which may exist notwithstanding the terms of our Agreement.
8. You agree to advise us promptly of any change to the Members Details provided.
9. If you fail to pay any amount due under this agreement for a period of more than thirty days, then we or Harlands may pass the debt to a third party company for collection. In addition to any costs and charges Harlands may be entitled to under clause 7, the reasonable and direct costs incurred in employing the third party company will be borne by you, including costs in tracing you if you have changed your address without telling us.

### AUTOMATIC RENEWAL

10. Once you have completed the Minimum No. of Direct Debit Payments we will automatically continue collecting the Direct Debit Payment Amount every month. Your membership will be extended by one month for each payment (“Renewal Period”). This renewal Direct Debit payment amount may only be amended if we advise you in writing giving not less than 30 days notice. Please note if your membership included the benefit of a free period then we will stop making collections during that free period and recommence making collections on the renewal date.
11. You may prevent the Automatic Renewal at any time by giving notice to our Helpline (you should give us not less than 30 days notice). When the final minimum period payment has been taken you should also cancel your Direct Debit mandate directly with your bank.
12. Once you have completed the Minimum Number of Direct Debit payments you can cancel your Automatic Renewal payments by contacting our Helpline (you should give us not less than 30 days notice). After the final payment has been taken you should also cancel your Direct Debit mandate directly with your bank.

### CANCELLATION

13. **Relocation:** This agreement can be cancelled in the event that your new permanent address is more than 15 miles away from the facility upon receipt of a copy utility bill or bank statement showing the new address.
14. **Long term (over 3 month) illness or injury:** This agreement may be cancelled in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided.
15. **Redundancy:** This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood.
16. **Pregnancy:** This agreement can be cancelled if you become pregnant upon the appropriate written proof being given.  
Please note – ANY Cancellation for the above reasons will not be effected until the appropriate proof is provided and received (in writing or via email) by Harlands or the Club.

### FREEZING

17. **Temporary illness or Injury:** This agreement may be frozen in the event of a temporary illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for a period of time.  
Please note – ANY Freeze will not be effected until the appropriate proof is provided and received (in writing or via email) by Harlands or the Club.  
Please note – A freeze period does not affect the Minimum No. of Direct Debit Payments you are due to make and any payments remaining at the time of the freeze will remain due and recommence on a monthly basis once the freeze period has completed.

### GENERAL TERMS

18. You agree to comply with the Rules of Membership which are displayed prominently in the Club and relate to opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules at any time provided we give you reasonable advance notice of the change.
19. If we take no action or let you off 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.
20. We may assign the benefit of this agreement and our rights thereunder 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 pay a Joining Fee signs an agreement with us and accepts the balance of any remaining Minimum No. of Direct Debit Payments.
21. We will do our best to resolve any disputes over this agreement. If you wish to take court proceedings against us you must do so within the United Kingdom. Relevant UK law will apply.
22. If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply
23. We may terminate this agreement with immediate effect on notice to you if you are in breach of the Clubs Rules (i.e. Stealing or other criminal activities within the facility). In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.

**Initial 14 days cancellation form**

(For use to cancel this agreement within the first 14 days from sign up without giving a reason)

To:  
Harlands Services Ltd  
2<sup>nd</sup> Floor Rockwood House  
9-17 Perrymount Road  
Haywards Heath  
RH16 3TW

Tel: 01444 449 166  
Email: [c.service@harlandsgroup.co.uk](mailto:c.service@harlandsgroup.co.uk)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] agreement for the supply of the service administered by Harlands Services Ltd.

Reference number (Can be found on email confirmation): W\_\_\_\_\_

Signup date: \_\_\_\_\_

Name of consumer(s): \_\_\_\_\_

Address of consumer(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of consumer(s) (only if this form is notified on paper): \_\_\_\_\_

Date: \_\_\_\_\_

[\*] Delete as appropriate