

Active Tameside Membership

This is an agreement between yourself and Active Tameside to join us on a Fitness Membership bound by the following terms and conditions.

12 Month Agreement Terms and Conditions

1. Contracted Memberships agree to 12 Monthly Direct Debit collections at a specified cost for the agreed term.
2. After completion of the membership term, we will continue to take payments continually on a monthly basis until amended or cancelled. Please note we need require 1 full month notice to ensure that the service is halted.

Freestyle Terms and Conditions

1. Freestyle Memberships have a membership term of 1 full calendar month.
2. After completion of the membership term, we will continue to take payments on a monthly basis until amended or cancelled. Please note we need require 1 full month notice to ensure that the service is halted.

Paid in Full Terms and Conditions

1. We are strictly a no refund trust and pay in full members will not be refunded unless this has been prearranged and agreed with the Membership/Management
2. Pay in Full membership's means that no Direct Debit Instruction will be created for this membership type, as all funds are paid up front. The only exception of this if a member incurs a charge for any reason, this can be payable to the reception at your home club, to free your account for use.

Membership Application

1. We reserve the right to refuse membership during any time of the membership term and the member must abide by centre policies.
2. Upon sign up to the centre, you will be issued with a Membership Card at no extra cost which should be carried at all times when in the centre. If this membership card is lost, stolen or broken, the centre have the right to charge an administration fee for a new card.
3. It is the responsibility of the member to advise the centre of any changes to personal details for the term of the membership.
4. The rights and privileges of each member is dependent on the membership category agreed. Should Active Tameside make any changes to memberships, we will give the member 30 days' notice. Members who do not wish to accept these changes may cancel their membership within the 30 day notice period offered.

Fees applicable to you

1. Upon acceptance of the application the member is to pay the adequate fees.
2. If a direct debit fee goes unpaid past the arranged collection date we will contact you within 7 days for payment. After 14 days if this is still unpaid we will attempt to represent your account. If we cannot collect monies owed you will be contacted with your options to

exit with a fee, or to continue the membership until the term ends. **If we still haven't received payment, we reserve the right to take further legal action where required.**

3. The member must agree and sign their agreement to accept the membership stated. The provisions of the Customer Credit Act 1974 govern that agreement.
4. You are obliged to pay every payment regardless of non-attendance to the club, unless cancelled within terms and conditions.

Physical Condition

1. The members must complete a Physical Activity Readiness Questionnaire (ParQ) to determine whether he/she is deemed safe to use the facilities. A member can be refused entry if their physical condition(s) make it unsafe for them to exercise.
2. The member will not use any of the Active Tameside Centres whilst suffering from any infection or contagious illness, disease or other ailment such as open cuts, abrasions, open sores or minor infections where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition the member or other members

Hours of Opening

Members will find opening hours on the website www.activetameside.com which are subject to change with reasonable notice.

Bookings

1. Group Exercise classes can be booked online 8 days in advance of the class and in centre 7 days in advance of the class.
2. We require notice of cancellations 24 hours in advance of the class commencing.

Suspension of Membership

1. A member has the right to temporarily suspend their membership in terms of a freeze on the account. This is subject to eligibility on the basis of which the freeze is requested.
2. The minimum time to freeze an account is 1 calendar month and the maximum is 9 months. A freeze must be requested in writing and addressed to the membership team at membership@activetameside.com. Freezes will be offered based on a sufficient timescale for us to notify the relevant sources, usually a minimum of 10 days. The duration of the freeze will be added onto the end of the term of the membership.
3. During the time of a freeze, the member will not have access to any of the Active Tameside Facilities (including iTrain if applicable) if paying by direct debit, the payments will be reduced to the Membership Suspension Fee which can be confirmed by your local Membership Advisor for contracted memberships only.

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Termination of Membership

1. If the member is within their agreement period, to exit early would incur an 'Exit Fee' charge of which can be calculated by your Membership Advisor.
2. If a member would like to cancel after the initial term of membership agreement, this can be actioned on the basis of 1 full calendar month with the member's home club and must be given in writing. If no acknowledgement of the request is given within **10 working days** please contact your club again. We do not give a timescale in which we can acknowledge requests, it is the responsibility of the member to ensure their membership is cancelled in the correct manner.
3. Active Tameside withholds the rights to cancel a membership if the member (a) Commits a serious breach of agreement with the centre/membership terms and conditions or acts unlawfully in centre (b) Shares the use of memberships with others, who are not entitled to use the club facilities.
4. If the club decides to terminate a membership, the member will be advised in writing and given explanation. Active Tameside may refuse the member to re-join in the future on the basis.
5. It is the responsibility of the customer to ensure that all agreed payments are made. Failure to make agreed

payments will result in Active Tameside to act reasonably in the pursuit of any amounts due of which additional charges may be payable. **Active Tameside reserve the right to pass outstanding contractual payments to an Authorised Collection Agency.**

Right to change your mind

The Cooling off period – New Memberships have the right to change their mind. To exercise this right amendments or cancellations are required within 14 days of sign up, to amend or cancel within the first 14 days we require any alterations or cancellations in writing to email address membership@activetameside.com. Please allow 5 working days for your enquiry to be responded to. If no acknowledgement is received after these 5 working days please contact the centre in question for a follow up. Cancellations within the first 14 days are eligible for a refund of the amounts paid during sign up minus the Joining Fee.

General Terms

A full copy of the Centre Policies are posted on the company website www.activetameside.com and is available as a link in your electronic welcome pack. This agreement will be governed by English Law. Any claims or disagreements under this agreement will be dealt with by the English Courts.