

Aspire Health and Fitness Membership

Terms and Conditions

1. These terms and conditions set out the legally binding contract (“**Agreement**”) on which The Council of the City of Wakefield (“**Council**”) permit use of the Council’s health and fitness facilities (“**Facilities**”) by the customer named in the application form (“**You or Your**”).
2. This Agreement shall commence on the date Your application form is accepted and processed by the Council, which shall be confirmed by the Council to You (“**Commencement Date**”).

3. Membership

- 3.1. Your Aspire Health and Fitness Membership (“**Membership**”) shall entitle You to use the Council’s Facilities including swimming, gyms and fitness classes across the district at participating sites including (but not limited to) Featherstone Sports Complex, Minsthorpe Leisure, Normanton Leisure, Pontefract Pool, Sun Lane Leisure, Thornes Park Stadium and Aspire@thePark. (“**Participating Sites**”). For the avoidance of doubt, the Participating Sites listed in this clause 3.1 are subject to change during the course of this Agreement.
- 3.2. Your Membership is personal to You. You shall not transfer Your Membership to any other person. Any instance of unauthorised transferring may, at the discretion of the Council, result in the Your Membership being cancelled.
- 3.3. You shall be required to have Your photograph taken to prevent any other persons using Your Membership. The Council shall hold all personal data in accordance with the provisions of data protection legislation in force in the UK including the Data Protection Act 2018 or any successor legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy. 1.4 As part of Your Membership, the Council’s Aspire Team may contact You in reference to services you pay for.

4. Membership Fees and Duration

- 4.1. There are two Aspire Health and Fitness Membership payment options: annual in advance (non-refundable) and monthly direct debit. You shall be advised of the fees before entering into this Agreement.
- 4.2. Direct debits are processed by the Council’s bank, which is Barclays Bank PLC, Trinity Walk, Teall Way, Wakefield, WF1 1QS, and each payment shall be called for on or as soon after the first working day of each calendar month.
- 4.3. All fees are payable even if You choose not to use the Council’s Facilities.
- 4.4. With the exception of Student Membership which shall run for 1 month concurrently, Your membership shall run for 12 months from the Commencement Date (“**Initial Term**”) and shall continue after the Initial Term on a periodic basis unless and until cancelled by You giving the Council not less than one calendar month’s written notice.

5. Changes to Membership Fees

The Council reserves the right to adjust fees at any time upon giving You not less than 45 days’ written notice of its intention to do so. The Council may give such notice in accordance with clause 9.5. Price adjustments will occur not more than once in any 12 month period. Should any price adjustment involve a price increase above the annual percentage increase in the Retail Price Index (RPI) published by the Office for National Statistics You shall be entitled to cancel Your Membership without penalty giving the

Council not less than one calendar month's written notice within 30 days from the date of the Council's notice.

6. Suspension of Membership

6.1. In exceptional circumstances, You may request that the Council temporarily suspend Your Membership e.g. due to injury or illness. However it is entirely at the Council's discretion whether or not to allow such a suspension.

6.2. To discuss suspending Your Aspire Health and Fitness Membership, You shall contact the Aspire Health and Fitness Team at AspireHealth@wakefield.gov.uk or request this by speaking directly to a site manager and completing a change of details form at Participating Sites.

7. Cancellation of Membership

7.1. In accordance with clause 4.4, You shall be entitled to cancel Your Membership by giving the Council not less than one calendar month's written notice to take effect at any time after the expiry of the Initial Term.

7.2. To cancel Your Membership, You shall contact the Aspire Health and Fitness Team at AspireHealth@wakefield.gov.uk or request this by completing a cancellation form at Participating Sites.

7.3. The Council may cancel Your Membership at any time:

7.3.1. by giving You written notice;

7.3.2. if You behave in an unacceptable manner towards Council staff or any other users of the Facilities or the general public; or

7.3.3. if You do not pay Your monthly direct debit in accordance with clause 4.2 and You fail to respond to correspondence regarding Your fees within one month of the Council contacting You. The Council will use all methods of recovering outstanding fees including debt recovery through the civil courts where necessary.

7.4. Refunds will not be given for failure to inform the Council of cancellation of direct debit.

8. Facilities

8.1. The Council warrants that the Facilities will be safe to use and fit for purpose.

8.2. The Council provides lockers for the Your personal belongings. Any belongings should not be left unattended unless stored in a locker. For the avoidance of doubt the Council shall not be responsible for loss or theft of Your personal property from any Participating Site.

8.3. In the event of any Participating Site closing, no concessions will be given.

8.4. The Council reserves the right to close any or all Participating Sites or Facilities in the event of (but not limited to) elections (including (but not limited to) European Parliament, local, parish, parliamentary and Police and Crime Commissioner elections and referendums), events, circumstances or causes beyond the Council's reasonable control (including (but not limited to) acts of god, accident, collapse of buildings, explosion, fire, flood or any labour or trade dispute, strikes, industrial action or lockouts) Public Holidays and other special events. In these circumstances the Council will endeavour to keep at least one site open for use.

8.5. The Council shall not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this Agreement that is caused by events, circumstances or causes beyond the Council's reasonable control.

8.6. Any complaint connected with the Your use of the Facilities must be brought to the notice of the site manager at the Participating Site immediately when the problem is encountered.

9. Miscellaneous

9.1. The Council reserves the right to make changes to these terms and conditions at any time upon giving You not less than 45 days' written notice of its intention to do so. Following any changes to these terms and conditions You shall be entitled to cancel Your Membership without penalty giving the Council not less than one calendar month's written notice within 30 days from the date of the Council's notice.

9.2. No failure by the Council or You in exercising rights under these terms and conditions will operate as a waiver of that right nor will any single or partial exercise by the Council or You of any right preclude any further exercise of any other right.

9.3. If any provision or part-provision of these terms and conditions are or become invalid, illegal or unenforceable, they shall be deemed modified to the minimum extent necessary to make them valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms and conditions.

9.4. A person who is not a party to these terms and conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any clause of these terms and conditions.

9.5. All notices provided by You to the Council required by or relating to these terms and conditions shall be in writing and shall be sent by prepaid first class post or delivered by hand to any Participating Site or by email to AspireHealth@wakefield.gov.uk. All notices provided by the Council to You shall be sent in accordance with this clause 9.5 by prepaid first class post, email or SMS. All notices shall be deemed duly given on the day following the date of posting or if delivered by hand, email or SMS, immediately when the notice is transmitted.

9.6. This Agreement shall be governed by the law of England and Wales and the Council and You shall submit to the exclusive jurisdiction of the courts of England and Wales in relation to any matter or dispute arising out of and in connection with this Agreement (whether of a contractual or tortious nature or otherwise).