



TEES ACTIVE MEMBERSHIP TERMS & CONDITIONS

IMPORTANT - YOU SHOULD READ THESE TERMS & CONDITIONS CAREFULLY BEFORE SIGNING YOUR MEMBERSHIP AGREEMENT

REVIEWED: SEPTEMBER 2022

WHEN THIS AGREEMENT COMMENCES

- 1 This agreement will commence:
 - 1.1 Where you are on our premises, once you have indicated acceptance in the declaration section of this website sign up process or once you have signed a Tees Active Membership Agreement; or
 - 1.2 Where you are not on our premises, once you have indicated acceptance in the declaration section of the web sign up process
- 2 Sometimes we may reject your application for membership, which we are entitled to do at our absolute discretion. We may reject your application for membership, for example, because we cannot verify your age (as some of our memberships include age limits or restrictions) or because the service was mispriced by us. When this happens, we will let you know as soon as possible and refund any sums you have paid.

MEMBERSHIP

- 3 Your membership starts on the day of signing up via our website sign up process or where you are on the premises having signed a Tees Active Membership Agreement.
- 4 Where your membership is for a committed term (for example, a 12 month committed membership), your membership will continue until the end of this committed term, after which it will continue on a month-by-month basis.
- 5 If your membership is for an initial 30 day committed period, it will continue on a month-by-month basis.
- 6 If you wish to cancel your membership after the end of the committed term, please see clause 27.
- 7 Where your membership requires payment of a joining fee, this is due immediately on sign up and is non-refundable (except where the 14-day online cancellation applies under clause 11).
- 8 You agree to advise us promptly of any change to your details (or the details of any person who is authorised to use the membership), including contact telephone number, e-mail, and address. This can be updated online via your Tees Active Membership account or at any of our venues.
- 9 Where your membership provides access/services for a person other than yourself (for example, Learn to Swim/Skate or an under 16s membership), you (as the account holder) remain responsible for the actions of such person and will be liable for any fees payable in connection with the membership.
- 10 If you have an Activ8 Membership:
 - 10.1 You are advised to attend the member journey appointment to enable us to advise you on our services. A gym induction is required if you wish to use the gym services. This can be arranged by a member of staff at our premises or is allocated by choosing a member journey appointment within the website signing up process.
 - 10.2 Please use the link below to view our safety induction video <https://activ8fitnessclubs.co.uk/safety-induction-video>

ONLINE SIGN UPS AND RIGHT TO CANCEL

- 11 Where you sign up for a membership not at our premises (for example, at home via our website), you have a legal right to change your mind and cancel the agreement, if you do this within 14 days after the date the agreement starts.
- 12 A request to cancel will only be deemed to be received upon actual receipt of the cancel request by us.
- 13 How to cancel:
 - 13.1 Activ8 membership:
 - 13.1.1 By visiting <https://activ8fitnessclubs.co.uk/freeze-cancel-membership/> and completing the contact form; or
 - 13.1.2 Call into one of the venues and your cancellation request will be submitted through our membership portal.
 - 13.2 If you book in to have a member journey induction or commence use of the services before the 14 day period as set out in clause 11 expires, you agree that we can start to provide the services to you from that date. If you then choose to cancel in accordance with clause 11, we will charge you pro rata for the services you have used based on our pay as you go price list at the time.
 - 13.3 Learn to Swim:
 - 13.3.1 by emailing aquatics@teesactive.co.uk
 - 13.4 If any lessons have been provided, we will charge you pro rata for the services used.
 - 13.5 Learn to Skate:
 - 13.5.1 by e-mailing icearena@teesactive.co.uk
 - 13.6 If any lessons have been provided, we will charge you pro rata for the services used.

FEES

- 14 Depending on your type of membership, you may pay for the membership via a one-off payment or monthly by Direct Debit.

- 15 Where you pay for the membership up front in full, we accept payment via cash paid at the venue or credit or debit card. The fees for a membership in which payment is made up front are non-refundable, except where you have the right to cancel as set out in clause 11.
- 16 Where you are paying for our services monthly, we only accept payment via direct debit ("**Direct Debit Payment**"). You are required to pay the Direct Debit Payment regardless of non-attendance or non-use of the services/facilities.
- 17 The Direct Debit Payment is due from you to us on the agreed payment date of each month, which will either be the 1st or the 15th of the month (and if this day is a non-working day, your Direct Debit Payment will be taken on the next working day).
- 18 If you fail to pay any monies due under this agreement or if any Direct Debit Payment is returned unpaid or if any other form of payment is not honoured for whatever reason, we will attempt to take payment on the next payment date (for example, if you usually pay on the 1st and fail to pay, we will attempt to take payment on the 15th). If we do not receive payment on the next payment day, you will be charged and agree to pay a late payment fee of £5 to cover our costs in pursuing the instalment. This fee will be charged each time we are unable to collect a payment.
- 19 Failure to pay any amounts due under this agreement which we have been unable to recover will result in your details being passed on to a Debt Recovery Agency for them to take recovery action. Please note this action may affect your future credit rating.
- 20 We review our prices annually and we may, on written notice to you, increase the membership fees payable by you. If we do so, we will write to you (including via email) and notify you of the change in membership fees and when they will commence from, which will be no sooner than 30 days after we send notice.
- 21 If you have a Learn to Swim/Skate membership:
- 21.1 Swimming/Skate lessons do not take place on bank holidays. Due to the flexibility of the Learn to Swim/Skate programmes, the number of lessons include those that may occur on bank holidays and therefore the number of lessons delivered over a 50 week period on these days will be less. Any lessons that fall on a bank holiday will be deducted pro rata from your monthly Direct Debit.
- 21.2 If a Learn to swim/skate lesson for your child is signed up to is cancelled by us due to unforeseen circumstances, for example coach illness, we will reduce your next Direct Debit payment pro rata for the lesson that was cancelled.
- 22 At our absolute discretion, we may issue a refund where your child cannot attend for three or more consecutive lessons due to illness or injury. A valid doctor's note or medical report must be presented for any such refund to be considered.

RENEWAL

- 23 If your membership is a month-to-month membership or is for an initial committed term and paid by monthly instalments, once this term has expired your membership will continue to roll over on a month-to-month basis unless you cancel (in which case you must give us a minimum of 30 days' notice, as per the cancellation procedure below).

SUSPENSION / CANCELLATION

- 24 We may suspend your access to our venues and/or services (including on a pay-as-you-go basis) if you fail to pay the membership fee when due. We reserve the right to suspend access to our venues and/or services until such time as outstanding amounts owed to us by you (including any late payment fees) have been paid in full. You will still be responsible for paying all membership fees when due whilst your access to our venues and/or services is suspended.
- 25 We may cancel your membership immediately:
- 25.1 If you commit a material breach of this agreement or the terms of your membership (including, but not limited to, using the services during peak times when you only have an off-peak membership, allowing another person to use your membership, or using services which are not covered by your membership).
- 25.2 If in our reasonable opinion your behaviour has or is likely to cause danger to other members, their guests and or staff or adversely affect the club, Tees Active (including our reputation).
- 25.3 If any amounts you owe us remain unpaid 30 days after the due date.
- 25.4 If you provide us with details which you know to be false when applying for membership.
- 25.5 If you, or any person authorised to use the membership under the terms of your membership, fail to comply with our policies and guidelines (which can be found at <https://www.teesactive.co.uk/guidelines-and-policies>).
- 26 We may cancel your agreement at any time by giving you a minimum of 30 days' notice. Where we cancel the agreement and you have paid up front for the services, we will refund you pro rata for any fees payable for services after the date of termination of the agreement.
- 27 You can cancel your agreement at any time by giving us a minimum of 30 days' notice, however if you are currently within a committed term, you need to pay the outstanding membership fees for that committed term. For example, if you have a 12 month committed term membership and want to cancel it after month 6, you will need to pay the fees for months 7 to 12 upon cancellation.
- 28 When you cancel your contract and are not within a committed term, you may be required to pay a pro rata payment to cover any period from your next Direct Debit Payment date to the date of termination. For example, if you give notice to us on the 22nd and your Direct Debit Payment date is the 1st, your next Direct Debit payment will cover the period from the 1st until your membership cancels on the 21st of the next month.
- 29 If we/you cancel your membership (other than where you change your mind in accordance with clause 11 or we cancel this contract in accordance with clause 26) we will not refund any initial payments, pro rata fees or other payments (including up front Annual and Student 90 day payments).
- 30 Request to cancel will only be deemed to be received upon actual receipt of the cancel request by us.
- 31 A cancellation request can be submitted either:
- 31.1 Activ8:

- 31.1.1 By visiting <https://activ8fitnessclubs.co.uk/freeze-cancel-membership/> and completing the contact form; or
- 31.1.2 call into one of the venues and your cancellation request will be submitted through our membership portal.
- 31.2 Learn to Swim:
 - 31.2.1 by e-mailing aquatics@teesactive.co.uk
- 31.3 Learn to Skate:
 - 31.3.1 by e-mailing icearena@teesactive.co.uk
- 31.4 Once you submit your request to cancel your membership, you may be asked to provide supporting evidence (if applicable). Your cancellation will take effect on the date 30 days after we receive your cancellation request plus any supporting evidence (if applicable).
- 32 Activ8 - You can cancel your membership within its committed term due to:
 - 32.1 Relocation: This agreement may be cancelled if your new permanent address is no longer within a reasonable travelling distance away from any Tees Active facilities. You will be required to provide written proof of change of address which may include a utility bill or bank statement showing the new address.
 - 32.2 Permanent illness or injury: This agreement may be cancelled in the event of your PERMANENT illness, injury or medical condition. You will be required to provide proof from a doctor or other suitably qualified medical practitioner.
 - 32.3 Redundancy (or other loss of livelihood): This agreement may be cancelled in the event of redundancy (or other loss of livelihood). You will be required to provide written proof of your loss of livelihood as we may reasonably request.
 - 32.4 The decision as to whether to accept cancellation based on relocation, permanent illness or injury or loss of livelihood is entirely at our discretion.

HOW TO FREEZE YOUR MEMBERSHIP

- 33 Your membership may be frozen in the event of a serious, temporary illness, injury, or medical condition that affects you or (in the case of Learn to Swim/Skate memberships) your child.
- 34 Any freeze for the above reasons will not be implemented until the appropriate documentation or evidence requested by us has been received. Once your request to freeze your membership has been submitted, you will be asked to provide supporting evidence.
- 35 If you have an Activ8 Membership -
 - 35.1 A request can be submitted by visiting <https://activ8fitnessclubs.co.uk/freeze-cancel-membership> and completing the contact form.
 - 35.2 Where your membership is a committed term membership (e.g. 12 months), freezing your membership will also freeze your committed term. For example, if you have a 12 month committed term membership and freeze your membership after 6 months, when your membership is unfrozen, your membership will continue for a further 6 months until your committed term is complete.
 - 35.3 If you become pregnant a maximum freeze of 6 months pre and post birth upon appropriate evidence can be applied (applicable to Activ8 memberships only).
 - 35.4 You can freeze your membership for any reason for a minimum of 1 month and a maximum of 3 months, to take effect on your next Direct Debit Payment date. A £5 per month charge will apply. This must be done in a venue and a minimum of 10 days' notice must be provided.
- 36 If you have a Learn to Swim/Skate membership -
 - 36.1 Learn to Swim freeze requests can be submitted by emailing aquatics@teesactive.co.uk
 - 36.2 Learn to Skate freeze requests can be submitted by emailing icearena@teesactive.co.uk

LEARN TO SWIM/SKATE – DELIVERY OF LESSONS

- 37 Refunds will not be given for non-attendance.
- 38 Our Learn to Swim/Skate schemes are based on continuous assessment. When your child is ready to progress to the next stage of the scheme you will receive an alert. You will be required to log into the online portal on our website and book an available slot for the next stage of the scheme for your child.
- 39 In the event that your child progresses to the next stage of the scheme and there is no availability on that stage at that time, you can freeze your membership and be added to a waiting list, at which point we will contact you when places become available, and your membership will be unfrozen.

CHANGES TO YOUR MEMBERSHIP

- 40 We can make changes to your membership or the services to reflect changes in relevant laws and regulatory requirements, and to make minor technical adjustments and improvements, provided that such adjustments and improvements do not affect your use of the services.
- 41 Your membership allows you to use the facilities and services that are part of your membership, however these are subject to change at any time and your membership is not linked to, dependent on or in any way subject to the availability of one of our centres or a specific service that is offered as part of the membership.
- 42 We may, on occasion, make the following changes to your membership:
 - 42.1 We may need to temporarily close part of or all of one of our venues for cleaning, repair, refurbishment, decorating, maintenance works or reduction in demand.
 - 42.2 We may relocate one of our venue or services to another location.
 - 42.3 We may make changes to the programme offered, for example we may re-programme our Learn to Swim/Skate lessons, stop providing a certain fitness class due to lack of attendance or unavailability of instructors, adjust opening

hours or the timings of certain services (whether temporarily or permanently).

- 42.4 Such changes listed in clauses 42 will not entitle you to cancel your membership provided that an alternative is available. An example of this would be where we stop a fitness class in one venue, but a similar fitness class is available at a different time or at a different venue.

TRANSFER OF MEMBERSHIP

- 43 Monthly Memberships which are for a committed term, are non-transferrable.
- 44 We may allow you to transfer an annual membership to a friend or family member in the event of permanent illness or injury, subject to paying an administration fee of £10. You will be required to provide written proof from a doctor or other suitably qualified medical practitioner. The decision whether to allow transfer of a membership is at our absolute discretion.

WE ARE NOT RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL

- 45 If access to our services is prevented or delayed by an event outside of our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. If we do this, we won't compensate you for the delay, but if the delay is likely to be substantial, you can contact us to end the contract and receive a refund for any services you have paid for in advance but not received. You can contact us in the following ways:
- 45.1 Activ8 Membership - activ8enquiries@teesactive.co.uk
- 45.2 Learn to Swim – aquatics@teesactive.co.uk
- 45.3 Learn to Skate – icearena@teesactive.co.uk

WE DO NOT COMPENSATE YOU FOR ALL LOSSES CAUSED BY US OR OUR SERVICES

- 46 We are responsible for losses you suffer caused by us breaking this contract unless the loss is:
- 46.1 Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your membership application meant we should have expected it (so, in the law, the loss was unforeseeable).
- 46.2 Caused by a delaying event outside our control. If we have taken the steps set out in clause 45.
- 46.3 Avoidable. Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- 46.4 A business loss. We only deal with consumers and are not responsible for any business losses.
- 47 Nothing in these terms shall limit or exclude or liability for death or personal injury caused by our negligence, or the negligence of our employees; fraud or fraudulent misrepresentation or any matter in respect of which it would be unlawful for us to exclude or restrict liability.

GENERAL TERMS

- 48 We will only use your personal data in accordance with the terms of our privacy policy, a copy of which can be found at <https://www.teesactive.co.uk/privacy-policy>.
- 49 If you want to upgrade your membership, for example, from an off-peak membership to a peak membership, please contact us or speak to a member of staff for more details. It is not possible to downgrade your account.
- 50 We can transfer our contract with you, so that a different organisation is responsible for supplying your service. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.
- 51 Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign off on ending or changing it.
- 52 If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 53 Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.
- 54 These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.