

## **Motiv8 and Motiv8+ Terms of use**

### **1. Fitness membership – period of contract**

- 1.1. The fitness membership will begin on the day you join
- 1.2. When paying by Direct Debit, an initial payment will be required to cover the period up to the first Direct Debit payment.
- 1.3. The membership is personal to you. You cannot transfer it to another person and cannot be used by anyone else.
- 1.4. If Chesterfield Borough Council, or their bank(s), makes a mistake with your Direct Debit payment you may be entitled to full refund.

### **2. Junior Members and Children**

- 2.1. If you are signing up to a fitness membership and are under 18, your parent/guardian must sign this agreement on your behalf. By signing this agreement your parent/guardian agrees to be always responsible for your behaviour and actions and to pay us any amounts that are due on your behalf.
- 2.2. Juniors under the age of 16 will need to provide proof of age upon joining or on the first visit to the centre.
- 2.3. If you join as part of a Motiv8 membership (8 to 13 year olds), the membership will default to the Motiv8+ price on the next available payment date after the member has turned 14.
- 2.4. If you join as part of a Motiv8+ membership (14 and 15 year olds), the membership will default to the Student membership price on the next available payment date after the member has turned 16.
- 2.5. When a junior on a family membership turns 16, their membership will be cancelled and to continue use an individual membership will need to be taken out.
- 2.6. The minimum age for unsupervised (by parent/guardian) use of the fitness suite is 14 years. Children under 14 will be able to access junior gym and family fit session.
- 2.7. During peak hours, from 3:30pm to 6:30pm Monday to Friday, those aged 14 and 15 will only be able to attend pre-booked junior+ gym sessions. Outside of these times, they may attend the gym unaccompanied, however, no unaccompanied children aged 14 and 15 years old are permitted in the fitness suite after 8:00pm on weekdays or after 4:00pm at weekends.
- 2.8. Those aged 14 and over can use resistance weight machines but cannot use free weights until they are 16 years old.

### **3. Facilities**

- 3.1. You are entitled to use the facilities available for your category of fitness membership and you must register/check in prior to every visit.
- 3.2. You may have to pay additional charges to use certain other facilities/activities at the Centre. You can get a list of these from our reception points. We can change these prices at any time.
- 3.3. Before using any exercise equipment you must read the Health Commitment Statement and undergo an induction/familiarisation to use the gym. We can refuse access to the centres facilities if we consider your health maybe adversely affected by undertaking activities.
- 3.4. Facilities may close for occasional special events/industrial action. Notices will be displayed in the centre in advance notifying customers of any changes. Refunds on memberships will not be issued.
- 3.5. We may change the centres opening times or withdraw any of the facilities at any time. We will provide as much notice as possible and arrange where possible for an alternative activity/venue during periods of closure. Refunds on memberships will not be issued.
- 3.6. On rare occasions activities taught/led by our staff may also have to be cancelled at short notice due to unforeseen instructor unavailability. We will provide as much notice as possible.
- 3.7. Your membership does not give you priority over other users or guarantee the availability of facilities.
- 3.8. Chesterfield Borough Council management reserve the right to change the activity programme(s). Prior notice will be given in the centre relating to the introduction of new sessions.

**Chesterfield Borough Council**, Healthy Living Centre, Barlow Road, Chesterfield S43 3XR

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#### 4. Centre Rules

- 4.1. You must comply with the centre rules/etiquette which forms part of this agreement and Codes of Conduct as displayed at the centre(s).
- 4.2. We may change the rules/etiquette at any time. We will post notice of any changes at the centre and/or online.
- 4.3. The centre operates a two-strike disciplinary system for breaches of conduct. Upon the first breach the member will receive a verbal warning outlining the nature of the misconduct and the expectations for future behaviour. Should a second breach occur the member will receive a one-month suspension from the centre and all associated facilities. Continued non-compliance or serious misconduct following a second breach may result in permanent termination of membership at the discretion of management.
- 4.4. The centre operates a zero tolerance policy regarding abusive, aggressive, or unsafe behaviour within the facility. This includes, but is not limited to, verbal, written or physical abuse towards staff or other members, misuse of equipment, or any actions that compromise the safety or wellbeing of others. Any such behaviour will result in immediate suspension and may lead to permanent termination of membership at the discretion of centre management.
- 4.5. Members booking in advance must notify reception by telephone or by e-mail at least two hours prior to their booking if they are unable to attend. For racket sports 48 hours notice is required. Failure to do so may result in a charge for that booking. No refunds will be issued for these cancellations.
- 4.6. If cancelled within the allotted time the booking can be transferred in the first instance, or be offered a full refund.

#### 5. Fees

- 5.1. You must pay a monthly amount which will be determined by your chosen membership package.
- 5.2. Fitness memberships monthly instalments will be due on the 1st of each calendar month or the next available working day by Direct Debit.
- 5.3. We may change the amount of your monthly payments. If we do, we will write to you at the address or email address you have given us 14 days before the changes take place.
- 5.4. Monthly fees for all Active Fitness Membership will increase on 1 April each year, in line with the fees and charges.
- 5.5. Monthly fees are payable even if you do not use the centre.
- 5.6. Any fees applicable to activities booked must be paid for at the time of booking.

#### 6. Changing the Agreement

- 6.1. We can change the agreement at any time. We will give you 14 days notice of this change in writing at the address or email address you have given us.

#### 7. Cancelling and Freezing your fitness membership

- 7.1. Membership is subject to a 14-day cooling off period and a money back guarantee pro-rata for period not used.
- 7.2. Cancellations require 30 days' notice in writing to [qpscenquiries@chesterfield.gov.uk](mailto:qpscenquiries@chesterfield.gov.uk) or [hlcenquiries@chesterfield.gov.uk](mailto:hlcenquiries@chesterfield.gov.uk). A confirmation letter or email of the cancellation will be issued. Queries on cancelled memberships can only be dealt with when a copy of this letter/email is provided.
- 7.3 If another Direct Debit payment is due within the 30 days' notice period, your membership will end on the last day of the following month.
- 7.4 In exceptional circumstances you can ask in writing to freeze your payments for fitness membership, for example in the event of serious illness/injury. The Operation's Manager's decision will be final. Memberships can be frozen for a minimum of one month and for a maximum of six months. Evidence will be requested to enable payments to be frozen.

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## 8. Cancellation of fitness membership

8.1 We are at liberty to cancel your fitness membership if:

8.1.1. You breach the terms and conditions contained herein of the Centre rules, the Operations Manager may allow you to remedy any breach, and this will be entirely at the discretion of the Operations Managers.

8.1.2. In our reasonable opinion your behaviour is likely to endanger other members, their guests, or staff, or adversely affect the Centre or our reputation.

8.1.3. If any amounts you owe us remain unpaid 30 days after the due date for fitness memberships: or

8.1.4. If you provide us with details you know to be false, and those details reasonably affected our decision to grant you fitness membership.

8.1.5. If we cancel your fitness membership, we will not refund your fees.

8.1.6. Entry to the centres may be refused to you at the discretion of the Council.

## 9. Membership Cards

9.1. If you are a fitness member you must present your membership card, wristband, keyring or phone sticker when accessing the facilities; otherwise, there may be a delay entering the centre(s).

9.2. All fitness members must have their photograph taken for identification purposes; this will be stored on Chesterfield Borough Council database. This information will solely be used Chesterfield Borough Council and will not be released to any third parties.

9.3. If you lose your card, wristband, keyring or phone sticker a replacement fee will be charged to replace it.

## 10. Liability

10.1. You use our facilities, appliances, and services entirely at your own risk and we have no liability to you for any loss, injury or damage sustained or incurred by you or your property, unless due to negligence or fraud by us or our staff. If you use any piece of equipment supplied by us, you must be competent in its use or have received instruction by a member of our staff as to its safe use.

10.2. We don't knowingly allow anyone to use or visit our centres who has an unspent criminal conviction, has an entry on a criminal register (including the sex offender's register), has any record of any order indicating antisocial behaviour, violence, abuse, public disorder or criminal damage or any other form of antisocial behaviour, is a convicted sex offender or subject to the notification requirements of the Sexual Offences Act 2003, or subject to a Sexual Risk Order or Child Abduction Notice. If you do not disclose this information to us and it later becomes known, we reserve the right to cancel your membership and require that you leave the facilities without any refunds.

## 11. Information we may collect from you

We collect your personal information when you sign up and during your membership. We use this information to:

- manage your membership and payments manage your bookings.
- contact you about your fitness membership payments.
- undertake satisfaction surveys for the purpose of improving services.

This can be found at [chesterfield.gov.uk/privacy](https://chesterfield.gov.uk/privacy), which along with the [leisure services fair processing notice](#), sets out the terms on which we process any personal data we collect from you, or that you provide to us.

## 12. Where we store your personal data

12.1. As our servers are in the United Kingdom, the data that we collect from you is obtained, processed, stored and transmitted in compliance with data protection legislation including the General Data Protection Regulations 2016. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

12.2. All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our website, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

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