

BODYLINE MEMBERSHIP TERMS AND CONDITIONS

DEFINITIONS

Annual Bodyline Membership – a year's Bodyline Membership for which the Bodyline Member has paid in full.

Appointment – Process which gives the Member the opportunity to discuss their exercise goals with a fully qualified member of staff. All Members wishing to use the gym are required to have one of the following:

- **Express** – The Express appointment is designed for the experienced and confident gym Member.
- **Discovery** – The Discovery appointment is designed to introduce the inexperienced Member of the gym environment and guide them through the exercises which will best meet their goals.

Bodyline Applicant – a customer who is applying for a Bodyline Membership.

Bodyline Application Form – this form must be completed by all Bodyline Applicants.

Bodyline – the brand name of Leeds City Council's leisure facilities.

Bodyline Member – someone who has a Bodyline Membership.

Bodyline Membership – is held by the Bodyline Member after completing the Bodyline Application Form and paid the relevant fee.

Breeze – a discount and activity membership for Juniors (under the age of 19 years) which is part of the LeedsCard scheme.

Cooling Off Period – a 14 day period for customers who take out their membership online to have the option to cancel their membership. See Clause 47.

Contracted Bodyline Membership – a membership in which the Member is contracted for a minimum of 12 months. Payments are by monthly direct debit. **Corporate Bodyline Membership** – a Contracted Bodyline Membership or Annual Bodyline Membership to which Corporate Discount is applied. All Corporate Memberships are a minimum 12 month contract.

Corporate Discount – the discount applied to employees who work for companies who are on the Corporate Discount List. Discounted prices are based on the Standard Bodyline Membership prices.

Corporate Discount List – the list of companies, determined from time to time by Leeds City Council, whose employees are entitled to a Corporate Discount. A copy of the list is available at www.leeds.gov.uk/bodyline or from the Membership Services Team.

Standard Bodyline Membership – a non-contract Bodyline Membership. Payments are by monthly direct debit.

Health Commitment Statement (HCS) – A document signed by the Member which sets out that a Member's Health status is the responsibility of the Member whilst using the facilities. The statement details the Member's commitment to Leeds City Council and Leeds City Council's commitment to the Member. This must be read and signed before the Member is permitted access.

Initial Payment – a payment required to be made to the Leisure Centre by a Bodyline Applicant at the time of application.

LeedsCard (and LeedsCard 60) – the membership scheme operated by Leeds City Council that offers discount at various outlets throughout Leeds. The Terms and Conditions of the scheme and a list of participating outlets are available at www.leeds.gov.uk/leedscard.

LeedsCard Extra (and LeedsCard 60 Extra) – the membership scheme operated by Leeds City Council for Members who meet specific criteria and allows a higher rate of LeedsCard discount.

Leisure Centre – Leeds City Council site for sport and active lifestyles. For a full list of the centres, their addresses and telephone numbers please refer to the website at www.leeds.gov.uk/bodyline

Member – can be

Primary Member – someone who is responsible for the payment of their own membership and for the membership of any Linked Members: or

Linked Member – Any member linked to a Primary Member for their payments. The Primary Member makes the Linked Member's payments.

Membership Card – a card that allows a Member to use any of the facilities for which they have a live membership.

Members Payment Schedule – Members monthly Direct Debit collection.

MST – the Membership Services Team who administer Bodyline and LeedsCard memberships and are based at the John Charles Centre for Sport.

NHS Referral – a separate scheme operated by Leeds City Council in conjunction with the NHS for Members who meet specific criteria distributed by G.P. Surgeries where their patient is identified as someone who would benefit from exercise.

Pay-As-You-Go – the use of Bodyline facilities by customers who are not Bodyline Members and pay separately for each activity undertaken.

Pro Rata Payment – For new Bodyline memberships being paid by direct debit, this is a payment made to the Leisure Centre to cover the period from the date of application until the end of the month. Pro-rata payments made after the 16th of the month will include the part payment until the 1st of the next month plus 1 full month's payment.

Rolling Contract – The period following a 12 month contract whereby the membership will stay live and fees will continue to be collected until the member cancels their membership.

TYPES OF BODYLINE MEMBERSHIP

Premier – Includes the use of Bodyline Gyms, Bodyline Fitness Classes, Swimming, Squash and the Climbing Wall at Aireborough Leisure Centre. (Members must have had a separate induction to be able to use the Climbing Wall.)

Premier Partner memberships are also available for additional adults.

Gym & Swim – Includes the use of Bodyline Gyms and Swimming.

Gym and Swim Partner memberships are also available for additional adults living at the same address.

Fitness and Swim – Includes the use of Bodyline Fitness Classes and Swimming.

Fitness and Swim Partner memberships are also available for additional adults living at the same address.

Off Peak Premier – Has the same usages as a Premier Membership but only from the Leisure Centre's opening time until 4pm Mondays to Fridays and all day Saturdays and Sundays.

Junior Premier – For Bodyline Members from 8 years of age up to their 19th birthday (proof of age will be required when applying). Corporate Discount and Contracts are not applicable to Junior Premier Memberships.

- Bodyline Juniors aged 8 to 13 can use Junior Fitness Classes, Swimming and Squash.
- Bodyline Juniors aged 12 to 15 years can use the gym at any time unsupervised excluding Fearnville and Wetherby Leisure centres where use is at staffed times only.
- Bodyline Juniors aged 14 to 15 can attend any fitness class.
- Bodyline Juniors aged 16 to 18 can use any Gyms, Swimming and Squash Fitness Classes.
- Juniors under 18 years of age can also use the Climbing Wall at Aireborough Leisure Centre when supervised by an adult over 18.

Swimming lessons, privately run fitness sessions or any block-booking activity are NOT included in any Bodyline Membership.

Student Premier – Available for any student who has a valid NUS card. This membership has the same activities included as a Bodyline Premier. Membership is available as a Annual or Direct Debit. Membership cannot be used in conjunction with any promotional offer.

STANDARD BODYLINE MEMBERSHIPS BY DIRECT DEBIT

1. **Gym Appointments** – All Members must read and sign a HCS form and had either a Discovery or Express Appointment to access any Bodyline Gyms.
2. Express or Discovery Appointments are included free of charge at the time of application for a Bodyline Membership. Refund of Appointment Fees will NOT be given for appointments undertaken prior to applying for Bodyline Membership.
3. Bodyline Applicants must complete the Bodyline Application Form and make an Initial Payment at the Leisure Centre at the time of application. Monthly membership prices are those shown on the Bodyline Application Form.
 - For applications made before the 16th of the month, the Initial Payment will be a Pro Rata Payment only.
 - For applications made after the 16th of the month, the Initial Payment will be a Pro Rata Payment plus the monthly membership price.
4. Standard Bodyline Members paying by direct debit who later become entitled to receive corporate discount must change to a Contracted Bodyline Membership.
 - The Bodyline Application Form must be completed at the Leisure Centre or Online
 - Evidence of employment by a company included in the Corporate Discount List must be provided.
 - The Member's Payment Schedule will then be adjusted for the next available direct debit date.
 - Corporate Discount cannot be backdated.
5. Bodyline Members who wish to have LeedsCard Extra discount applied to their membership must have a valid LeedsCard Extra membership, LeedsCard 60 Extra membership or be in the process of applying for one at the time of Bodyline application. Members receiving this discount will not be held to the full term of their contract period and may cancel at any time following the cancellation procedure.
6. If a Standard Bodyline Member wishes to have their membership suspended they must contact MST Any such suspension must be for a minimum period of two calendar months and shall take effect as from the date they have contacted MST. The maximum period of suspension is 12 months. Thereafter, your membership will restart **automatically on your membership rate**. Suspensions must always cover full calendar month periods with the contract expiry date suitably extended. If they wish to use the leisure facilities during this period they will be charged the appropriate Pay-As-You-Go rate.
7. **Standard Bodyline Members wishing to cancel their membership must give 30 days notice**. Should notification not be given and the direct debit instruction cancelled, payment will remain outstanding until paid. Leeds City Council will continue to process the Direct Debit collection and should payment not be received then recovery proceedings may be started. This may result in legal action through the courts which may affect the ability to obtain financial services in the future. Legal proceedings may be actioned when Leeds City Council has failed to collect 3 Direct Debits.
8. Members who have payment arrears on a previous Bodyline Membership cannot take out a new membership until the arrears have been paid.
9. Students who wish to purchase a student membership must show a valid student ID at the time of application. **This must be a valid NUS card.**

CONTRACTED BODYLINE MEMBERSHIPS

10. All contracted memberships are for a **minimum** of 12 months after which time they become a rolling contract until such time that the **member** cancels the membership.

11. Bodyline Applicants must complete the Bodyline Application Form at the Leisure Centre or apply online. Monthly membership prices are those shown on the Bodyline Application Form. If the application is made after the 16th of the month, the first month's payment is required to be made at the leisure centre at the time of application. **Any member joining online after the 16th will have a double payment taken at the next available Direct Debit collection.**

12. Contracts will begin from the date of application. Monthly payments will be made partly in arrears and partly in advance dependent on the date of application.

13. Once a Contract has been taken out it is binding for a minimum of 12 months and cannot be changed to Standard during the contract period.

14. Bodyline Applicants who wish to take out a Corporate Bodyline Membership must provide evidence of employment by a company included in the Corporate Discount List at the time of application. This must be a recent payslip, a valid named ID card or a letter from their employer. **All Corporate Memberships are a minimum of 12 months after which time they will continue on a rolling contract basis.**

15. Existing Contracted Bodyline Members who change their membership type will have adjustments to their payments made from the next available direct debit instalment and be advised in writing of their revised monthly instalments. Changes to a higher priced membership type will require an additional Pro Rata Payment to be made at the time of application.

16. The conversion of an existing contract membership will result in the start of a new minimum 12 month contract which will start from the date of the conversion.

17. Contracted members who wish to add a partner membership will be required to enter into a new minimum 12 month contract starting from the date the partner is added.

18. Leeds City Council will only allow termination of a Contracted Bodyline Membership in the event of the death of a member, long-term illness or injury for a period of two months or more, redundancy or emigration. A written request, accompanied by the appropriate evidence, must be sent to MST.

19. If Leeds City Council are advised that a Member's direct debit instruction has been cancelled at their bank, appropriate action will be taken to recover the debt.

20. If a Contracted Bodyline Member or Corporate Bodyline Member wishes to have their membership suspended they must contact MST. Any such suspension must be for a minimum period of two months and shall take effect as from the date you contact MST. The maximum period of suspension is 12 months. Thereafter, your membership will **restart automatically on your membership rate**. Suspensions must always cover full calendar month periods with the contract expiry date suitably extended. If they wish to use the leisure facilities during this period they will be charged the appropriate Pay-As-You-Go rate.

ANNUAL BODYLINE MEMBERSHIPS

21. Bodyline Applicants taking out an Annual Bodyline Membership and existing members renewing their Annual Bodyline Membership must pay the membership fee in full at the Leisure Centre, Online or to MST at the time of application or renewal.

21. Bodyline Applicants who wish to have Corporate Discount applied to their Annual Bodyline Membership must provide evidence of employment by a company included in the Corporate Discount List at the time of application. This must be a recent payslip, a valid named ID card or a letter from their employer.

23. No refund will be given to members who cancel their membership prior to its expiry date.

24. If an Annual Bodyline Member wishes to have their membership suspended they must contact MST. Any such suspension must be for a minimum period of two months and shall take effect as from the date you contact MST. The maximum period of suspension is 12 months. If they wish to use the leisure facilities during this period they will be charged the appropriate Pay-As-You-Go rate. At the end of the suspension period, the membership will automatically become live with the expiry date suitably extended.

GENERAL

25. Bodyline Membership allows members to use ALL Leisure Centres. Memberships are not sold for a specific Leisure Centre. Refund of Bodyline Membership fees will NOT be given for temporary non-use of facilities.

26. It is the responsibility of the Bodyline Member to ensure that the Bodyline Application Form has been completed correctly.

27. As a member you agree to provide a photograph for the purposes of your membership.

28. Failure to present a Membership Card may lead to refusal of entry or the normal charge being levied.

29. Direct debit payments will be collected on the first day of each calendar month (or the next working day should the 1st fall on a weekend or public holiday). It is the responsibility of the Member to ensure that funds are available for the bank transactions take place on the due date.

30. Should a direct debit be unpaid, the Member will be contacted and two deductions will be taken the following month unless the Member contacts MST beforehand to make a card payment for the arrears. The membership will remain as suspended until the arrears are paid.

31. Primary Members who have partners linked to their membership are liable for their partners' payments. If partners are separating for any reason the Primary Member must contact MST to inform them of new address details where necessary and have their memberships unlinked. Failure to do so will result in the Primary Member being responsible for any debt incurred by the partner.

32. Members must inform Membership Services of any change to their bank account or personal details.

33. All correspondence must be sent to Membership Services, John Charles Centre for Sport, Middleton Grove, LEEDS LS11 5DJ or by email to membership.services@leeds.gov.uk. Telephone: 0113 3788001

34. Members who have had an NHS Referral Membership and wish to take out a Bodyline Membership must do so within 12 months of the expiry of their NHS Referral Membership in order to receive the appropriate rate of discount.

35. Leeds City Council reserves the right to amend the Corporate Discount List at any time and proof of entitlement to discount.

36. For squash bookings, non-Bodyline members playing with Bodyline Members must pay half the standard court fee.

37. Bodyline membership fees may be increased at the discretion of Leeds City Council. Not less than 15 working days written notice of any increase will be sent to the member.

38. Leeds City Council will endeavour to give prior notice of any alteration to or cancellation of activities or centre programmes but reserve the right to do so without prior notice. Leeds City Council cannot be held responsible for any services or equipment not being available, for whatever reason.

39. Bodyline Members and other Members participate in any exercise at their own risk.

40. Should a Membership Card be lost, damaged or misplaced, there will be an administration charge of £2 to issue a replacement.

41. Where a maximum number applies, admittance to activities will be strictly on first-come first-served basis.

42. Leeds City Council accept no responsibility for loss or damage to a Member's personal effects, or personal injury to the member whilst on Leeds City Council property, except in so far as such loss, damage or injury is, by law, incapable of exclusion.

43. Leeds City Council respects the rights of their customers and staff and will not tolerate violent, abusive or intimidating behaviour within their leisure centres. Persons exhibiting unacceptable behaviour will be asked to leave the premises and may be prosecuted. CCTV cameras are in operation at leisure centres. Nor will Leeds City Council tolerate any abuse by telephone or in writing to any of their staff.

44. The information you provide on this form will only be used in order to administer your Active Leeds account and to provide you with service information relevant to your membership. Your details will be held in accordance with the Data Protection Act 1998, and, excepting if required by law, will not be shared with any third parties apart from the council's partner organisations, XN and Brief Your Market, who are contracted to provide administrative support to us.

45. Bodyline membership entitles Members to all the benefits and discounts of the LeedsCard scheme. Terms and conditions of the LeedsCard scheme are available at www.leeds.gov.uk/leedscard

46. Leeds City Council reserve the right to refuse admission to products and services provided.

47. A Bodyline Membership sold **online** has a 14 day Cooling Off Period in which the member can cancel their membership in accordance with the Consumer Protection (Distance Selling) Regulations. The 14 day Cooling Off Period commences from the date of the purchase online of a new membership and from the date of commencement of renewal for a renewed membership. To cancel a membership purchased online within the 14 day cooling off period you must email Membership Services at membership.services@leeds.gov.uk to confirm you wish to cancel. **Any usage during this period will be calculated at the standard rate for that activity and charged back to the member unless a Direct Debit payment has been processed whereby the calculated usage will be deducted from any refund owed.**

48. Leeds City Council reserves the right to review and/or alter these Terms and Conditions at any time. Notices will be displayed in the Leeds City Council Bodyline facilities and, where an email address has been provided the reviewed and/or altered Terms and Conditions will be served on members by email, otherwise they will be served on the member by 2nd Class post.

49. These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

50. No failure by Leeds City Council to enforce any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

51. A person who is not a party to these Terms and Conditions shall not have any rights under or in connection with them.

52. Written notices that are required to be given under these Terms and Conditions by Leeds City Council will be sent by email to the member where an email address has been provided on the Bodyline Application Form (or such other email address which the member has notified to Leeds City Council during the course of the contract). All notices sent by email will be deemed to have been received by the member 24 hours after sending providing no non-delivery notice is received by the Council. Where an email address is not provided, or the sending by email fails, 2nd Class Post will be used to the address stated on the Bodyline Application Form (or such other address which the member has notified to Leeds City Council during the course of the contract). All notices sent by 2nd Class Post will be deemed to have been received by the Member three days after posting. It is the responsibility of the member to ensure that Leeds City Council is informed of any change of email address or postal address. All other notices required to be given by Leeds City Council will be placed in a prominent position within the Leeds City Council Bodyline facilities.