

Active Leeds Swimming Lesson Terms & Conditions

- Swimming Lessons will run 50 weeks of the year with a 2 week break over the Christmas period, exact dates will be available on the Active Leeds website.
- Lessons do not occur on Bank Holidays, those who are due to attend a lesson on a Bank Holiday will be offered an alternative lesson (subject to availability) or may request a refund in the form of a credit issued to a future direct debit.
- Payment for Swimming Lessons will be by monthly direct debit, a month in advance, which will be drawn 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 Primary Member to ensure that funds are available for the bank transactions to take place on the due date.
- Unpaid Direct Debits will be subject to a late payment fee of £5.
- All our Direct Debit memberships are covered under the banks Direct Debit Guarantee Scheme.
- Should a Direct Debit be returned unpaid then all associated memberships will be suspended until the arrears are paid in full.
- All Direct Debit memberships require 30 days' notice to cancel from the next Direct Debit collection date.
- Cancellation requests must be processed in writing via email or post.
- Monthly rates are calculated by multiplying the price per lesson by 50 as appropriate and then dividing that by 12 months, excluding Stage 8 Competitive Swimming where a discount rate is applied to the lesson price.
- An Initial Payment must be made at the Leisure Centre at the time of application for Swimming Lessons membership.
 - For applications before the 16th of the month, the Initial Payment will be a Pro Rata Payment only which will cover the period from the start of the lessons until the end of that month.
 - For applications after the 16th of the month, the Initial Payment will be a Pro Rata Payment plus the monthly membership rate.
- Primary Members who wish to have LeedsCard Extra discount applied to the Swimming Lessons must have a valid LeedsCard Extra membership or LeedsCard 60 Extra membership.
- Only parents or legal guardians with a LeedsCard Extra will be eligible for the LeedsCard Extra discount for Swimming Lessons
- Leeds City Council will consider suspending a Swimming Lessons membership should the child be unable to attend due to a prolonged period of ill health. The request for suspension must be validated by written confirmation from the child's doctor and sent to the appropriate Leisure Centre Manager. Whilst the membership is frozen the swimmer will be removed from the lesson, once the swimmer is ready to restart swimming lessons you must contact reception who will advise you of current availability.
- Suspension of memberships because of holidays will not be considered.
- Should a swimming lesson be cancelled an alternative lesson may be offered, if this is not possible a credit will be issued to a future direct debit payment.
- Swimming Lessons 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.
- 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.
- Except in the case of death or personal injury arising as a result of negligence, lack of due diligence, breach of duty, or any other circumstance where liability cannot be excluded by law, members participation, or that of the parent or legal guardian of the child, or those in whose care the child has been placed at the swimming sessions is done so entirely at the member's, parent's or legal guardian's and the child's risk.
- Should the child or the parent or legal guardian or member taking the child into the water have, or develop, any known or suspected medical condition, please consult your doctor before swimming. Never bring a child swimming if they have any illness such as an ear infection, diarrhoea, vomiting, chicken pox, impetigo, conjunctivitis, or a bad cold. Please wait until a doctor has given the all-clear before returning to classes.
- Please ensure that any sickness/diarrhoea symptoms have completely cleared for at least 48 hours before a swimming lesson; or 14 days if a gastrointestinal bug has been diagnosed by a medical professional.
- The swimming lesson membership includes 50 weeks of swimming lessons and access to public, family and lane swimming.
- 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 Active Leeds 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.
- 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.
- 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.
- A person who is not a party to these Terms and Conditions shall not have any rights under or in connection with them.
- 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 Active Leeds 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 Active Leeds 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 Active Leeds facilities.
- The information you provide 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 UK GDPR and, excepting if required by law, will not be shared with any third parties apart from the council's partner organisations, Gladstone Limited, Technogym Paygate, GBG Group, Cap2 and Alliance Leisure, who are contracted to provide administrative and / or support to Leeds City Council.
- Leeds City Council respects the rights of their customers and staff and will not tolerate violent, abusive or intimidating behaviour within their leisure centres or over the phone. 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.
- 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.
- Leeds City Council reserve the right to refuse admission to products and services provided.
- An Active Leeds Membership sold online has a 14 day Cooling Off Period in which the member can cancel their membership in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. 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.

Gymnastic Lessons Terms & Conditions

- Gymnastics Lessons 45mins/ 60min/ 2 hour classes will run 38 weeks of the year/ term time only, exact dates will be available on the Active Leeds website.
 - Gymnastics Lessons 4 hour groups will run 42 weeks of the year/ term time but with 4 additional weeks (8 lessons) added at the centre management and coach discretion over Easter school holidays and Summer school holidays.
 - Lessons do not occur on Bank Holidays, those who are due to attend a lesson on a Bank Holiday will be offered an alternative lesson.
 - Payment for Gymnastics Lessons will be by monthly direct debit, a month in advance, which will be drawn 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 Primary Member to ensure that funds are available for the bank transactions to take place on the due date.
 - Unpaid Direct Debits will be subject to a late payment fee of £5.
 - Monthly rates for 45mins/ 60mins/ 2 hour classes are calculated by multiplying the price per lesson by 38 and then dividing that by 11 months. No payment will be taken in August.
 - Monthly rates for 4 hour classes are calculated by multiplying the price per lesson by 42 and then dividing that by 12 months.
 - An Initial Payment must be made at the Leisure Centre or online at the time of application for Gymnastics Lessons membership.
 - For applications before the 16th of the month, the Initial Payment will be a Pro Rata Payment only which will cover the period from the start of the lessons until the end of that month.
 - For applications after the 16th of the month, the Initial Payment will be a Pro Rata Payment plus the monthly membership rate.
 - Primary Members who wish to have LeedsCard Extra discount applied to the Gymnastics Lessons must have a valid LeedsCard Extra membership or LeedsCard 60 Extra membership.
 - Only parents or legal guardians with a LeedsCard extra will be eligible for the LeedsCard Extra discount for Gymnastics Lessons for their own child/ children.
 - Leeds City Council will consider suspending a Gymnastics Lessons membership should the child be unable to attend due to a prolonged period of ill health. The request for suspension must be validated by written confirmation from the child's doctor and sent to the appropriate Leisure Centre Manager. Whilst the membership is frozen the gymnast will be removed from the lesson, once the gymnast is ready to restart gymnastics lessons you must contact reception who will advise you of current availability.
 - Suspension of memberships because of holidays will not be considered.
 - Should a gymnastics lesson be cancelled an alternative lesson may be offered, if this is not possible a credit will be issued to a future direct debit payment.
 - Gymnastics Lessons 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.
 - 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.
 - Except in the case of death or personal injury arising as a result of negligence, lack of due diligence, breach of duty, or any other circumstance where liability cannot be excluded by law, members participation, or that of the parent or legal guardian of the child, or those in whose care the child has been placed at the swimming sessions is done so entirely at the member's, parent's or legal guardian's and the child's risk.
- ## Tennis Lessons Terms & Conditions
- Tennis Lessons, will be over 42 weeks per year and excludes weeks that have Bank Holidays in them. Exact dates are available via the Leeds City Council.
 - Payment for Tennis Lessons will be by monthly direct debit, a month in advance, which will be drawn 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 Primary Member to ensure that funds are available for the bank transactions to take place on the due date.
 - Monthly rates are calculated by multiplying the price per lesson by 42 as appropriate and then dividing that by 12 months.
 - An Initial Payment must be made at the Leisure Centre at the time of application for Tennis Lessons membership.
 - For applications before the 16th of the month, the Initial Payment will be a Pro Rata Payment only which will cover the period from the start of the lessons until the end of that month.
 - For applications after the 16th of the month, the Initial Payment will be a Pro Rata Payment plus the monthly membership rate.
 - Primary Members who wish to have LeedsCard Extra discount applied to the Tennis lessons must have a valid LeedsCard Extra membership.
 - All Direct Debit memberships require 30 days' notice to cancel from the next Direct Debit collection date.
 - Direct Debit Instructions must not be cancelled during periods when there are no Tennis Lessons
 - Unpaid Direct Debits will be subject to a late payment fee of £5.
 - Arrears must be paid no less than seven days before the next Direct Debit payment is due otherwise the children's places will be taken away to allow somebody else to take those places.
 - Leeds City Council will consider suspending a Tennis lessons membership should the child be unable to attend due to a prolonged period of ill health. The request for suspension must be validated by written confirmation from the child's doctor and sent to the appropriate Leisure Centre Manager. At the end of the suspension period, the membership will automatically become live and monthly direct debit payments resumed.
 - Suspension of memberships because of children's holidays will not be considered.
 - Should a Tennis Lesson be cancelled; CSC will be informed and the Primary Member's next available Direct Debit payment will be adjusted accordingly.
 - CSC must be informed of any change to bank account or personal details.
 - Tennis Lessons 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.
 - 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.
 - Members participate in any exercise at their own risk.
 - 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.
 - Leeds City Council respect 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.
 - The information you provide 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 UK GDPR and, excepting if required by law, will not be shared with any third parties apart from the council's partner organisations, Gladstone Limited, Technogym Paygate, GBG Group, Cap2 and Alliance Leisure, who are contracted to provide administrative and / or support to Leeds City Council.
 - All our Direct Debit memberships are covered under the banks Direct Debit Guarantee Scheme.

DEFINITIONS

Annual Active Leeds Membership – A year's Active Leeds Membership for which the Active Leeds 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:

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

Active Leeds – The brand name of Leeds City Council's leisure facilities.

Active Leeds Member – Someone who has an Active Leeds Membership.

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

Contracted Active Leeds Membership – A membership in which the Member is contracted for a minimum of 12 months. Payments are by monthly direct debit.

Corporate Membership – Memberships available to customers working for companies on the Corporate List.

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

Customer Service Centre (CSC) – Active Leeds customer services centre.

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.

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.

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/ActiveLeeds

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

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

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

TYPES OF ACTIVE LEEDS MEMBERSHIP

Adult – Includes the use of Active Leeds Gyms, Active Leeds 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.). This can be purchased as a 12 month contract on direct debit, non – contract (30 days' notice from next direct debit collection date) on direct debit or an annual single payment.

Junior – For Active Leeds Members from 8 years of age up to their 19th birthday (proof of age will be required when applying). This can be purchased by direct debit as a non-contract (30 days' notice from next direct debit collection date) or an annual single payment.

- Active Leeds Juniors aged 8 to 13 can use Junior Fitness Classes, Swimming and Squash.
- Active Leeds 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.
- Active Leeds Juniors aged 14 to 15 can attend any fitness class
- Active Leeds 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 Active Leeds Membership.

Student – Available for any student who has a valid Student card. This membership has the same activities included as an Adult Membership. Membership cannot be used in conjunction with any promotional offer. This can be purchased by direct debit as a non-contract (30 days' notice from next direct debit collection date) or an annual single payment.

Active Leeds Membership Terms & Conditions.

General

- Active Leeds memberships are purchased for all Active Leeds Leisure Centres unless specified on the membership type.
- No refunds will be given for activities unavailable within our memberships.
- Member's usage is the responsibility of the member. Non-usage will not warrant a refund under any circumstances.
- Gym Appointments – All Members must read and sign a HCS form and had either a Wellness or Fast Track Appointment to access any Active Leeds Gyms.
- Fast Track or Wellness Appointments are included free of charge at the time of application for an Active Leeds Membership.
- Refund of Appointment Fees will **NOT** be given for appointments undertaken prior to applying for Active Leeds Membership.
- Active Leeds Members who wish to have LeedsCard Extra privilege 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 Active Leeds application. Members receiving this privilege will not be held to the full term of their contract period and may cancel at any time following the cancellation procedure.
- Students who wish to purchase a student membership must show a valid student ID at the time of application.
- As an Active Leeds member you agree to provide a photograph for the purposes of your membership. This is to stop fraudulent use of your membership.
- Corporate Members have the same Terms & Conditions as our Standard Active Leeds Memberships by Direct Debit.
- Active Leeds Membership allows members to use ALL Leisure Centres. Memberships are not sold for a specific Leisure Centre. Refund of Active Leeds Membership fees will NOT be given for temporary non-use of facilities.
- Failure to present a Membership Card may lead to refusal of entry or the normal charge being levied.
- All correspondence must be sent to **Customer Service Centre, John Charles Centre for Sport, Middleton Grove, LEEDS LS11 5DJ or by email to activeleeds@leeds.gov.uk. Telephone: 0113 376 0398**
- Leeds City Council reserves the right to amend the Corporate Discount List at any time and proof of entitlement.
- For squash and tennis bookings, non-Active Leeds members playing with Active Leeds Members must pay half the standard court fee.
- Active Leeds membership fees may be increased at the discretion of Leeds City Council. Not less than 10 working days written notice of any increase will be sent to the member.
- 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.
- Active Leeds Members and other Members participate in any exercise at their own risk.
- Should a Membership Card be lost, damaged or misplaced, there will be an administration charge of £2 to issue a replacement.
- Where a maximum number applies, admittance to activities will be strictly on first-come first-served basis.
- 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.
- Leeds City Council respects the rights of their customers and staff and will not tolerate violent, abusive or intimidating behaviour within their leisure centres or over the phone. 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.
- The information you provide 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 UK GDPR and, excepting if required by law, will not be shared with any third parties apart from the council's partner organisations, Gladstone Limited, Technogym Paygate, GBG Group, Cap2 and Alliance Leisure, who are contracted to provide administrative and / or support to Leeds City Council.
- Active Leeds 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
- Leeds City Council reserve the right to refuse admission to products and services provided.
- An Active Leeds Membership sold online has a 14 day Cooling Off Period in which the member can cancel their membership in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. 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 activeleeds@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.

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

Suspensions

- Any Active Leeds Member who wishes to have their membership suspended must contact Active Leeds directly. This can be done by contacting any Leisure Centre or the CSC.
- Any such suspension must be for a minimum period of two calendar months and shall take effect as from the date they have contacted Active Leeds.
- The maximum period of suspension is 12 months.
- The suspension period will be supplied by you the member.
- For members who pay via Direct Debit notification of suspension will be required 10 working days before their next collection. Should the notification be beyond the cut-off date then the suspension will be applied at the next collection date.
- Direct Debit paying members payments will restart automatically for your membership at the end of the suspension period.
- Annual members who suspend will have their membership extended by the period they have requested.
- Suspensions must always cover full calendar month periods with the contract expiry date suitably extended.
- If you wish to use the leisure facilities during this period they will be charged the appropriate Pay-As-You-Go rate.

Annual Memberships

- Under no circumstance will a refund be given to members who have purchased an Annual upfront payment membership who cancel their membership prior to its expiry date after their 14 day cooling off period.
- All General Terms & Conditions apply.

Direct Debit Memberships

- Direct Debit fees will be collected on the 1st of each month or the first available date after, should the 1st fall on a weekend or a public holiday.
- All Direct Debit memberships are subject to a pro-rata payment at the point of sign-up. This payment will vary due to the number of days until the next available Direct debit collection date.
- Members who have payment arrears on a previous Active Leeds Membership cannot take out a new membership until the arrears have been paid.
- Active Leeds Applicants who wish to take out a Corporate Membership must provide evidence of employment by a company included in the Corporate List at the time of application. This can be a recent payslip, a valid ID card or a letter from your employer.
- Corporate Members will pay the contract price but are not held to a 12 month Contract.
- Members who take out a **12 month contract** will be held to the contract period unless they meet one of the following criteria to cancel: a) Redundancy – evidence will be required. b) Medical issue whereby a medical practitioner has stated you cannot participate in all activities included in your membership. c) If you move away from the area by a distance which we consider, at our sole discretion, to be too far to travel to the services for regular use. We shall require evidence that such a move has taken place. d) If we fail to maintain the standard of service you would reasonably expect. e) If we alter the operating hours of the services unreasonably resulting in you being subsequently being unable to access the services.
- 12 month contract memberships are for a minimum period of 12 months after which time will automatically continue as a rolling contract at the contract price until such time that Active Leeds are informed in writing of a cancellation request. All Direct Debit memberships require 30 days' notice to cancel from the next Direct Debit collection date.
- Cancellation requests must be processed in writing via email or post.
- During the cancellation period members will have full use of their membership.
- Members who cancel their Direct Debit with their bank without informing Active Leeds will enact our recovery process for all outstanding fees. This may result in court proceedings which could affect your credit rating.
- Members whose Direct Debits are returned unpaid will enact our recovery process for all outstanding fees. This may result in court proceedings which could affect your credit rating.
- Unpaid Direct Debits will be subject to a late payment fee of £5.
- All our Direct Debit memberships are covered under the banks Direct Debit Guarantee Scheme.
- Members who are the primary payer for other direct debit memberships are responsible for the payment of these memberships. Should a Direct Debit be returned unpaid then all associated memberships will be suspended until the arrears are paid in full.

Privacy Statement

1. The information you provide on your application form will only be used in order to administer your Active Leeds account and to provide you with service information relevant to your membership (and to provide you with information on other Leeds City Council leisure related activities and events, should you opt to receive this).
2. Your details will be held in accordance UK Data Protection legislation. We may share information with other people and organisations where we are required by law to do so, or with appropriate justification under this legislation. This includes where disclosure is necessary to enable the council or another organisation to exercise its statutory functions (for example, the Department for Work and Pensions or the Police).
3. Your Active Leeds account and any associated direct debits are administered using a database system provided by our service partner, Gladstone Ltd. Gladstone have access to our database and the personal information contained within it for administrative and maintenance purposes only. They will only share information that is necessary with the third parties named below for the purpose of delivering customer service.
4. Active Leeds uses Innovatise via Gladstone to provide the provision of an app. Customer name, business name and email address are passed to Innovatise to create your account on the app. Innovatise will collect anonymised statistical data on app usage to enable Active Leeds to deliver the best service it can with the app. All information provided by the Council to Innovatise via Gladstone for processing will adhere to industry standard data transfer protocols and all data will be encrypted. Innovatise will not share this with any third parties.
5. Active Leeds uses Technogym as its fitness kit provider. Should you wish to create a Technogym account, your Membership information, including name and date of birth are passed to Technogym via Gladstone for the purpose of creating one synced account.
6. Active Leeds use Cardstream for the purpose of making card transactions. When you make a payment, Cardstream receive card details and contact information to take the payment.
7. Active Leeds use Paygate to administer any Direct Debits you have with us. Paygate receive your name, bank account information and Direct Debit value in order to process and take payment for any direct debits you take out. The actual handling of your direct debit will be made by Active Leeds.
8. Active Leeds use GBG Group in order to validate address and bank details. GBG Group receive, but do not store, your house number, postcode, telephone number and bank account sort code/number in order to do this. GBG group will be conducting a data audit for us in the initial stages of the data transfer to ensure our data is as

clean as possible, this is a one off piece of work scheduled to happen in June 2021, any data sent to adheres to standard data transfer protocols.

9. Where your child is engaged on a Learn2 course, Active Leeds utilise Cap2 as a data processor. Cap2 are allowed access to the Gladstone database to access Swim, Gymnastics and all other courses administered via the Learn2 system for the purpose of product support and maintenance if escalated from Gladstone Support team.

10. The Council also uses a marketing partner, Alliance Leisure, to assist in the provision of this service. Information you provide to the Council will be processed on Alliance Leisure systems as well as on our own. All information provided by the Council to Alliance Leisure for processing will adhere to industry standard data transfer protocols and all data will be encrypted. Alliance Leisure will not share this with any third parties.

11. We may also use your data to produce anonymised statistics about how our services are used. We do this so that we can improve the services.

12. Active Leeds do ask you to supply data for the purpose of equality monitoring when you join, however, you providing this information is completely voluntary and it is held only with your explicit consent. The information is held against your profile in the system but, when presented for the purpose of equality monitoring or funding bids, it is anonymised.

13. The Council implements CCTV in its leisure centres to prevent and detect crime, and to create a safe environment for customers and staff. Our cameras do not monitor private domestic areas (e.g. changing rooms), and are always clearly visible and signed.

14. All the personal data you provide as part of your application will retained for the length of your membership, and for up to 24 months after your membership ends. After this point, it will be securely destroyed. The only exception to this is if you have agreed to pay for your Active Leeds membership through Direct Debit, in which case information specifically regarding your Direct Debit payments will be held for 3 years plus the current year in accordance with financial regulations.

15. Leeds City Council would also like to use the contact details that you have provided to offer you information on other Leeds City Council leisure related activities and events. If you wish to take advantage of this offer, please tick the relevant box on your application form. If, at any point in time, you no longer wish to receive this marketing, please contact us at the below address:

Customer Service Centre,
Leeds City Council,
John Charles Centre for Sport,
Middleton Grove,
Leeds,
LS11 5DJ,

Tel: 0113 37 88001

Email: activeleeds@leeds.gov.uk

Leeds City Council will then ensure that your details are removed from our records within 5 working days.

16. The Council is the Data Controller for the information you provide to us regarding your membership.

17. Details of your rights under UK Data Protection Legislation, including details of the Council's Data Protection Officer, your rights as a Data Subject, and your right to complain to the Information Commissioner's Office are available at the following link: <https://www.leeds.gov.uk/privacy-statement/privacy-notice>

18. Leeds City Council are collecting and processing your personal information in response to the NHS test and trace. This will assist the Council to effectively fulfil our functions to safeguard public safety, in risk of harm or emergency situations and to support Public Health England to minimise the transmission of COVID -19.

This information is being collected as part of the NHS test and trace scheme and will only be used where necessary to help stop the spread of COVID-19. In line with Government guidance, customer contact details will only be shared with the NHS if you have visited us within 21 days from the date the information is collected. After this point, your details will not be shared with the NHS and will be retained by us according to section 14 of this privacy statement.