

## Active4Today Terms and Conditions

1. Active cards/wristbands are issued at the point of sign up FREE OF CHARGE. Any damaged by misuse or lost will incur a replacement charge of £2.

### General

1. References to Active4Today also include partner sites.
2. The Active card/wristband remain, at all times, the property of Active4Today and must be surrendered to the organisation on demand.
3. The Active card/wristband is not transferrable and must be used only by the person for whom it was issued. If transferred it will be forfeited.
4. We will take your photograph for identification purposes, and it will be stored on the Leisure Management System for identification purposes.
5. Customer photographs must at all times be a true likeness of the holder. In the event of a change in the appearance of the cardholder, Active4Today reserves the right to request a new photograph or refuse admission.
6. All changes to personal details must be disclosed to Active4Today Ltd.
7. Active4Today reserves the right to refuse to issue or renew an Active card/wristband.
8. The Active card/wristband must be available for inspection at any time. If it cannot be produced or is in any way invalid, the full price for the activity must be paid without the right of refund.
9. Any loss of an Active card/wristband shall be reported immediately to the leisure centre of your choice.
10. Any breach of these conditions will render the Active card/wristband holder liable to forfeiture.
11. Membership details are stored within the Leisure Management System and acceptance of an Active card membership constitutes acceptance of these conditions including the requirement for a photograph.
12. Membership concessions may not apply in the following circumstances:
  - Group bookings or room hire
  - When a person entitled to the concessionary rates shares an activity with a non-eligible person (ie. squash, badminton bookings)
  - Courses
  - Sports pitches
  - Outreach and education programmes for Sports Development
  - Other items as specified in the published price lists
  - Ad hoc activities that do not operate across all sites and services
13. Facilities may be withdrawn or restricted from time to time to perform essential repairs and refurbishment - where possible two weeks' notice will be given. Other facilities in Newark and Sherwood may provide the same or similar facilities.
14. Sessions may be limited over Christmas and other holiday periods. See timetables and terms and conditions of membership for further details.
15. To avoid disappointment, please pre-book all applicable sessions. For certain courses/educational and outreach programmes, see booking information at the time. Payment must be made at the time of booking and is not refundable.
16. Where a member's account is in default, access to courses, pre-booked activities and other facilities may be denied.
17. Where a member wishes to cancel a pre-booked class or activity, this should be done by 10:00am on the day of the class or activity. Failure to do so will result in the full charge being applicable. In extenuating circumstances, the charge may not be applied. Appeals must be made in writing to [enquiries@active4today.co.uk](mailto:enquiries@active4today.co.uk) for the attention of the Management Team.
18. The minimum age to join an Active Memberships (go to [www.active4today.co.uk/leisurehub](http://www.active4today.co.uk/leisurehub) for further information) is 16 years unless stated otherwise. The minimum age to join an XPERIENCE membership is 3 months. Please note that the minimum age to access the XPERIENCE membership programme including classes, sport and educational programmes will vary and be dependent upon programming.
19. Accredited 8 to 15 year olds (13 to 15 years at Southwell Leisure Centre) may only use certain areas of the fitness suites during specified periods - contact the Leisure Centre for details. A certificate of competence may be required for this purpose.

20. Under 16s are not permitted to use free weights. Customers aged 15 and 16 years (school years 10 and 11) can purchase and complete a 3-part Free Weights Induction which will allow access to the Free Weights area.
21. Newark and Sherwood District Council, Active4Today Ltd and our partner sites reserve the right to refuse entry and/or to withdraw membership at any time.
22. Newark and Sherwood District Council, Active4Today Ltd and our partner sites reserve the right to alter the programme of activities and services at facilities at any time.
23. Use is subject to bookings and availability.
24. Newark and Sherwood District Council, Active4Today Ltd and our partner sites reserve the right to change this agreement at any time.

## **Lost, Stolen and Damaged Cards**

1. If the Active card/wristband needs to be replaced through normal wear and tear, a replacement will be issued free of charge.
2. If the Active card/wristband is damaged by misuse or lost there will be a replacement charge of £2.00.

## **Liability and Lockers**

1. If applicable, all belongings should be kept in the lockers provided. All belongings are left at the customer's own risk. We strongly recommend that valuables are not left in lockers. Items left in cubicles and changing areas may be removed.
2. Newark and Sherwood District Council, Active4Today Ltd and our partner sites accept no responsibility whatsoever for customers' property.
3. Newark and Sherwood District Council, Active4Today Ltd and our partner sites reserve the right to empty lockers and dispose of items left in them.

## **Online Bookings and Payments**

1. You must have an Active card, Activo or Xperience membership to access online bookings and payments.
2. Bookings made online must be paid for at the time of booking. Refunds will not be given for cancellation or non-attendance.
3. Bookings made online by Activo/Xperience members must be cancelled online.
4. Bookings are available on a first come, first served basis, subject to availability.
5. Where an Activo member wishes to cancel a pre-booked class or activity that is included in their membership, this should be done by 10:00am on the day of the class or activity. Failure to do so will result in a charge being applicable. In extenuating circumstances, appeals may be made in writing to enquiries@active4today.co.uk for the attention of the management team. Appeals will be considered within 3 working days. Whilst a non-attendance charge is on your account, you will be unable to book any further classes/activities. In the case of all other memberships, no refund will be given.
6. For court bookings, the member making the booking must meet their partner/opponent at Reception.
7. The member making the booking must attend and actively participate in the booking for the duration of the booking.
8. The number of participants must not exceed the usual maximum numbers for the booking as follows:
 

a. Fitness classes	1 person per booking
b. Swimming sessions	1 person per booking
c. Squash	maximum of 2 people per booking
d. Badminton	maximum of 4 people per booking
e. Table Tennis	maximum of 4 people per booking
9. There may be limitations on the number of bookings that can be made per day.
10. The activity/session period includes the setting up and taking down of equipment.
11. Bookings may be made up to 7 days in advance in the case of Activo/Xperience members, and 5 days for Active Card holders. For certain courses/educational and outreach programmes, see information at the time.
12. You must register your attendance of the class/activity by 'checking in' on the fast-track kiosk on arrival at the leisure centre. You will need your membership card or wrist band to do this.

13. The online booking service does not list all activities available.
14. Not all services are bookable online.
15. No refunds will be made if you fail to attend for a pre-booked and pre-paid activity.

## **Carers**

Carers of people with registered disabilities who hold an Active card/wristband will be admitted free of charge on a one-to-one basis where this is for the purpose of assisting the disabled person only and not to take part in the activity, with the exception of swimming. Proof of identity may be required. Any other visits will require payment in full.

## **Refunds**

No refunds for Newark and Sherwood District Council, Active4Today Ltd and our partner sites Active cards will be given.

## **Vulnerable People and Children**

1. Children or young people aged 8 years and above must use gender specific changing areas. Accessible, family, and non-gender specific changing areas are available at some centres.
2. All children under the age of 8 years participating in wetside courses must be accompanied by a responsible adult. Due to the nature of the activity, the adult/carer MUST remain on site at all times and be able to be reached in case of an emergency.
3. All children, young people and vulnerable adults with impacting medical conditions or disabilities using the facilities must be accompanied by a responsible adult/carer at all times. Due to the nature of the activities, the responsible adult/carer MUST remain on site at all times. They must supervise and provide appropriate levels of support in and around facilities at all times.
4. All children under the age of 5 years participating in dryside courses must be accompanied by a responsible adult.
5. Parents/carers of children 5 years or older participating in dryside courses may leave the site during the session. However, Reception Services/Coaches MUST hold up to date contact details and parents/carers MUST be contactable for the full duration of the activity.
6. Whilst using the facilities the child/young person's parent, guardian or carer has legal authority to act on behalf of the child/young person.
7. When you reach the age of 16, your Xperience membership will end, and you may be transferred to an appropriate adult membership. Some activities are restricted.
8. We reserve the right to remove customers/children from courses due to poor attendance levels. We will communicate this to you by email, text, or telephone. You are required to inform the centre of any absences of up to 4 weeks. Poor attendance levels of 5 weeks or more will result in removal without notice.

## **Participants Code of Conduct for Children's Activities and Courses**

All children participating in any activities or courses must abide by the following rules at all times -

- No bullying or fighting
- No foul and abusive language
- Always play fair and by the rules
- Listen to and follow instructions from staff
- Do not leave the activity/workshop areas without permission from a member of staff
- Do not wear jewellery or bring mobile telephones
- Respect other people, the facilities, and the items of equipment
- Instructors will ensure that appropriate sports attire is worn at all times
- Failure to follow the above guidelines will result in membership suspension

## **How We Use Your Information**

Any personal information you provide will be processed in accordance with Active4Today Ltd's privacy policy, which explains how and why we use your information, what we do to keep it safe and what your legal rights are in relation to the data we hold. If you would like to know more about how we use your information, please visit our privacy pages at <https://www.active4today.co.uk/assets/footer/privacy/>

**NEWARK AND SHERWOOD DISTRICT COUNCIL, ACTIVE4TODAY LTD AND OUR PARTNER SITES  
RESERVE THE RIGHT TO AMEND TERMS, CONDITIONS AND POLICIES AT ANY TIME.**