

Your health is your responsibility. The management and staff of this organisation are dedicated to helping you take every opportunity to enjoy the facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect of each other.

Our commitment to you

1. We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.
2. We will make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy.
3. We will take all reasonable steps to make sure that our staff are qualified to the fitness industry standards as set out by the Register of Exercise Professionals.
4. If you tell us that you have a disability which puts you at a substantial disadvantage in accessing our equipment and facilities, we will consider what adjustments, if any, are reasonable for us to make.

Your commitment to us

1. You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities you should get advice from a relevant medical professional and follow that advice.
2. You should make yourself aware of any rules and instructions, including warning notices, and follow them. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you.
3. You should let us know immediately if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be a person available who has had first-aid training.
4. If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.

This statement is for guidance only. It is not a legally binding agreement between you and us and does not create any obligations which you or we must meet.

Introduction

To understand our responsibilities to you and your responsibilities to us, please read these terms and conditions. Please remember that when signing up to any of our sites, facilities or groups, extra terms and conditions may apply. Your agreement is with us, Oldham Community Leisure Limited ("Oldham Active") and these terms and conditions form part of your agreement with us. Your agreement with us is based on: your choices from your online purchase (completed in and/or outside of a leisure facility), these terms and conditions and the rules and regulations which apply at the centre you are using. These documents together form a legal agreement between us, so please make sure that you read them carefully and understand them.

To help make these terms and conditions easy to understand, we have split them into two sections;

• **Section 1 – Terms and Conditions of Memberships and Subscriptions.** All members must keep to the same terms and conditions, including adult and child members/subscriptions whose memberships/subscriptions are linked to other members/subscriptions and child members/subscriptions whose application form has been signed on their behalf by an adult.

• **Section 2 – Rules and Regulations for Using Facilities.** These terms and conditions apply to all our members/subscription holders and their guests. They are necessary to make sure we can offer an enjoyable and safe environment for you, other members and customers and guests to share during every visit to any Oldham Active facility.

These terms and conditions apply at all times and take priority over anything a member of our team has told you. These terms and conditions replace any previous versions. At all times the management reserve the right to refuse admission and to revoke or suspend memberships/subscriptions.

If you have any queries, please ask a member of staff at the centre or email us at info@ocll.co.uk.

Section 1 - Terms and Conditions of Memberships and Subscriptions.

1.1 Varieties of Memberships and Subscriptions

Oldham Active offer various different types of memberships/subscriptions for Health and Fitness, Swimming Lessons, Gymnastics/Trampolining and sports. The facilities available to you, the amount you pay and the times when you can use the centre will depend on your choice of membership. The membership you have chosen has been described when you have joined online and will also be confirmed to you by email. Full details of types of membership can also be found on the website www.oclactive.co.uk. If you have chosen a membership that is discounted, such as a concession or a corporate membership, the necessary documentation will need to be shown every twelve months to take advantage of continued discounts with these memberships. We expect members that take advantage of corporate or concessionary rates, to inform us immediately when their circumstances (that satisfy the discount) change so the correct membership rate can be applied. You may for example have left a company that enabled you to enjoy the discounted corporate price and when this occurs or documentation is not provided we will advise you of the change and you will automatically default to the appropriate non-discounted membership package and price unless you choose an alternative package. Your membership is personal to you and is non-transferable. You must not lend your membership card to another person. If another person uses your membership card, the agreement will be withdrawn and a penalty charge may be levied.

As the primary member you are accepting these terms on behalf of all that fall under the membership/subscription you have taken. If you choose a monthly membership, monthly means every calendar month. There are a number of Direct Debit collection dates available to select: 1st, 8th, 15th and 25th of the month. References to a month in these terms and conditions means a full calendar month from your chosen Direct Debit date. Within 3 days of purchasing a membership with Oldham Active you will receive an e-mail providing the full details of your membership subscription, the price and terms in which you have agreed to be bound and how to start using your membership/subscription.

1.2 Fitness Membership types

Active + (plus) fitness memberships include access to ONE centre identified as a 'Home club', and gives use of all the facilities listed in your membership outlined at the point of joining. Your home club may be changed through a request in writing to info@ocll.co.uk. Active Plus members can book activities up to 7 days in advance.

Active Premium memberships have access to ALL Oldham Active Centre's and are able to use of all the facilities listed in your membership outlined at the point of joining. Premium members can book up to 8 days in advance.

1.3 Pay and Play and Oldham Active Card subscriptions

Oldham Active provides pay and play subscriptions. These subscriptions allow you to create an account and use Oldham active facilities on a pay and play basis. Whilst there are no ongoing contractual obligations regarding payments elements of these terms and conditions do apply such as activity bookings and not lending cards or accounts to other people.

1.4 Payment

For all customers joining on a membership it is important that you read the payment terms and conditions carefully. Your purchase is non-refundable after the cooling off period, which is 14 days from the date you 'sign' this agreement (this is signed online). We may change our monthly membership fees by any amount we think is reasonable. As a maximum we would aim to change the fee once a calendar year, however we cannot guarantee this. We will tell you about any change that will apply to you, and will give you at least one full calendar months' notice before the changes come into effect, in line with the Direct Debit Guarantee. Our direct debit memberships are managed by Debit Finance collections PLC ("DFC"). DFC can be contacted on these details: Debit Finance Collections PLC, 16 Davey Avenue, Knowhill, Milton Keynes, MK5 8PL. Tel: 01908 422 007 E-mail: info@debitfinance.co.uk

1.5 Annual/Upfront Payment

An annual/upfront payment is paid in full at the time of joining and as a member choosing this option you pay your membership fees upfront. At the end of the upfront period, your membership will need to be renewed at site or online as it comes to an end. This can be done in advance of it expiring to allow continued use. There is no guarantee that the price or package initially bought will be available.

1.6 Direct Debit Flexi, Month by Month Payment

In choosing this payment option you are committing to pay a monthly amount by Direct Debit that can be cancelled at any time after 2 initial payments have been made. The first payment is the joining fee (if applicable) and pro-rata fee and the second payment is one complete month's Direct Debit fee. After this initial period, you can choose to lower the payment through choosing a different membership package. If you want to cancel this membership following these payments, you must do so as detailed in section 1.11 of these terms and conditions.

1.7 Direct Debit Committed Payment

In choosing this payment option you are committing to pay a monthly amount by Direct Debit for a minimum period of months which is outlined and agreed upon joining. You will not be able to lower the level of payment or cancel within the minimum period. Certain exceptions to this do exist which are detailed in section 1.11 of these terms and conditions. After the minimum period is complete the membership will continue month by month until you opt to cancel as detailed in section 1.11.

1.8 Inclusive Price

In choosing to join Oldham Active on a membership/subscription option you are choosing an all-inclusive monthly or annual price. At times the programme or activities may be affected by a bank holiday or seasonal opening times and this has been considered when pricing the packages available. At times incidents may result in small closures of certain activities, for example, planned or emergency maintenance; health & safety reasons or for improvements that will benefit members. Oldham Active always look to minimise this impact by ensuring that other facilities are available.

1.9 Changes to your Membership/Subscription

When we make changes that may affect you, we will give you notice of the changes we plan to make, as a minimum, by displaying the changes in the centre and on the Oldham Active website for one full calendar month. If you are not happy with the changes, you can cancel as explained in section 1.11 of these terms and conditions. We may make reasonable changes to these terms and conditions. At times Oldham Active recognises that you may wish to suspend or freeze your membership due to one of your limited rights to cancel. The limited rights are: medical illness, pregnancy, redundancy or moving out of the area (10 miles away from one of our centres). In the first instance please contact a member of staff at the centre or e-mail using info@ocll.co.uk. We will require you to provide evidence to support the suspension/freeze and if appropriate we will liaise with you and your local GP to see if alternative physical activity within Oldham Active maybe more appropriate. A membership can be suspended/frozen by yourself for any reason, without evidence, for up to three months and there is an administration fee of £5 per month.

1.10 Memberships for Young People

Memberships for young people are available for those 16 years and under. When a young person who has a membership turns 17 years of age, they must then choose the appropriate membership type as they are no longer able to have a young person's membership. If you are under 18 years of age, a parent or guardian must validate this agreement on your behalf. By validating this Agreement, your parent or guardian agrees to be responsible for your behaviour and actions at all times and to pay us any amounts that are due on your behalf.

1.11 Cancelling your membership

The Cooling-off period You can choose to cancel your membership within 14 days of joining and we will give you a full refund of the joining fee and any other fees you are owed. If you wish to cancel your membership during the cooling off period you can notify DFC in writing on email E: info@debitfinance.co.uk or by calling them on T: 01908 422 007.

After the Cooling-off period You can choose to cancel your membership by providing at least one full calendar months' notice. If you wish to cancel your membership you will need to fill in our "Application to Cancel" form. The form can be accessed online in the Centre, on the Oldham Active Mobile App or by visiting the Oldham Active Website <https://oclactive.co.uk/membership-cancellation/> Once your cancellation application has been submitted a member of our team will contact you to advise you of your final payment (if any) that is due and this will enable the membership to be cancelled. When your cancellation is confirmed, we will send you an acknowledgement email to confirm the date that the membership will end and any final payment that may be due. Please do not cancel the Direct Debit with your bank, until the cancellation correspondence is received as this may incur additional charges as outlined in section 1.12.

Cancellations during the Minimum Period You are only able to cancel during the minimum period if:

- a. If we significantly fail to maintain the standard of service you were presented with when you joined and would reasonable expect.
- b. If we significantly alter the operating hours of the services unreasonably resulting in you being subsequently being unable to access the services.
- c. If you develop a medical condition which prevents you from using the services on an ongoing basis. An appropriate medical practitioner must provide written evidence that this is so.
- d. If you move away from the area, at least 10 miles from the nearest Oldham Active Centre. We shall require evidence that such a move has taken place.
- e. If you lose your employment and are subsequently unable to keep up your repayments under this contract. You must produce documentary evidence and we may, at our discretion, suspend your payments for two months. We will then review your financial situation with you.
- f. If you become pregnant. You must produce documentary evidence and we may, at our discretion, suspend payments for three months. We will then review your situation with you ongoing.

Termination payment for early cancellation If you cancel your subscription during the Minimum Period, other than in the circumstances set out above, we shall be entitled to a termination payment ("Termination Payment"). The Termination Payment will be the total of:

1. Any arrears
2. Any accumulated late payment charges that have been or will be incurred
3. The monthly subscriptions that would otherwise have fallen due before the end of the Minimum Period

You will be given credit for early payment, and this will be in the form of a discount applied against the total that you have to pay. For details of how the discount is calculated, please contact DFC. For details of how the discount is calculated, please contact DFC.

Missing payments

Please note that if you miss two payments, you will be deemed to have breached your contract.

1.12 Collecting your monthly subscriptions

DFC manage and collect our Direct Debits on behalf of Oldham Active. If you fail to make your payments on time, you will incur the following administration charges: Any late payment charges become payable immediately when they are incurred.

1. Failure to pay your membership fees on the due date £15.00.
2. Failure to pay your membership fees within 7 days of the date of a reminder correspondence £30.00.
3. Failure to pay the arrears and accrued charges within 7 days of the date of a Final Notice £45.00.

Other Charges include:

1. Payment other than by Direct Debit £5.00.
2. Any cheque returned unpaid by your bank £10.00.

DFC is also our agent for serving notice and collecting any Termination Payment which becomes due. Any notice served on you in accordance with the terms of this contract, will be deemed to have been delivered to you the next day after it is dispatched by us, or our agent.

If you would like to make a complaint with the service you have received from DFC, this should be in writing or by e-mail to info@debitfinance.co.uk.

If you fail to pay any amount due under this agreement for a period of more than 30 days, then we may pass the debt to a third party company for collection. The costs incurred in employing the third-party company will be borne by you including the costs in tracing you should you have changed address without telling us.

1.13 Your Physical and Mental Wellbeing & Health Commitment

Your health and wellbeing is important to us, we recognise and promote the positive impact physical activity can have on your health and wellbeing. You are responsible for monitoring your own physical condition. In joining Oldham Active you are accepting to adhere to our "Health Commitment Statement" which displayed at the point of joining. This is available to view on our website and at each site.

1.14 When we can't provide a service or facility

There may be a time when we are unable to provide a service or facility for you beyond our reasonable control at your centre. If this happens and we cannot provide a service or facility at your centre or an alternative Oldham Community Leisure centre within one calendar month, you (or we) can cancel our agreement immediately after giving notice in writing.

1.15 Breaches and our Termination

If we take no action regarding a breach of this agreement or give you extra time to pay or comply, it will not stop us strictly enforcing the terms of this agreement at a future date.

We may terminate this agreement with immediate effect on notice to you if you are in breach of the centre/scheme rules. In this event you will not be liable to pay any further Direct Debit payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for termination or a refund. No pre-paid instalments, annual memberships or fees will be refunded on termination of this agreement.

This agreement is governed under English Law.

Section 2 – Rules and Regulations for using facilities.

2.1 Registering attendance

Customers must not attend any activity without recording their attendance. It is the customers responsibility to register their attendance for all pre-booked and non-booked activities immediately prior to the session beginning. If attending multiple activities, all require registration. Registration can be done by swiping their card or fob at a centre reception, kiosk or fast track turnstile.

2.2 Booking cancellations

Customers that cannot attend a booking for whatever reason are obliged to cancel the booking. Cancellations of bookings can be done via the app, the web site booking portal or via the contact centre by telephone 0161 207 7000. Cancellations of any booking must be done as a minimum of 4 hours before the activity starts, if the customer fails to do so this may be recorded as a non-attendance.

Availability of spaces for activity bookings, such as classes and badminton courts, is limited, it is important that when customers make a booking, they utilise that space or cancel with sufficient notice to allow others to use it. If a member makes a booking for an activity fails to attend, record their attendance or cancel in the agreed time frame, the customer may have a fine placed on their account (only applicable to members and not pay and play or active card holder customers).

If a pay and play customer cancels a booking, they may be eligible for a refund or credit on their account. If a pay and play customer fails to cancel a booking as a minimum of 24 hours before the activity starts, they will not be eligible for a refund or credit.

2.2 Bowls, Badminton and Table Tennis bookings

Badminton, Bowls and Table tennis bookings can be made for a maximum of 2 hours per day per member. Premium members are able to bring 1 guest to play free of charge. Additional guests pay just £2 each when joining in the activity. Premium member must be present and playing in the activity that they have booked. 2 hour sessions must be booked consecutively and cannot be booked simultaneously.

Premium members must present themselves and their guests to reception before taking part in the activity, fast Track option is not available for badminton, bowls and table tennis bookings. Barcoded tickets or wristbands may be given to allow access to the activity, customers must keep these and present if required to do so.

2.3 Your membership

All new members will be required to have a photo taken on their first visit, this will be attached to your account and associated entry card/band you will be issued with as part of your membership. Please keep this safe and ensure you use the card/band to gain access to our facilities on every visit.

It is the member's responsibility to ensure your personal contact details (including home address, phone number and email address) and are kept up to date. This can be updated by contacting the team via email info@ocl.co.uk or calling into one of our sites.

2.4 Membership/subscription cards/bands

If you have a membership or subscription you will be given a membership card or band when you first visit an OCL Centre or when you sign up. You will need to bring this with you every time you visit to gain access to our Centre's. Do not transfer your card or band or allow anybody else to use it. If you do allow others to use your membership card/band, we may terminate your membership contract. If you lose your card, you will be charged for a replacement. It is a requirement of your membership that your card or band must be produced on each visit.

2.5 Changing of programme

We may change the Centre's opening times or withdraw any of the facilities at any time if OCL deem they need to. Examples of this may be for tournaments, events, exhibitions or in connection with any repair, alteration, maintenance work, or for any other reason. Where possible, we will inform you in advance of any significant or permanent changes to opening hours, programmes or access to facilities via notices on site and the website. Some sessions may be programmed that restrict your access to facilities. Such programming may also be subject to change. No refunds will be made due to such programming changes or disruptions as noted above. However, in exceptional circumstances at the discretion of management the no refund rule may be amended.

2.6 Our people and your behaviour

You will behave in a considerate and polite manner to all staff and fellow customers. You will not swear at staff or act in any way which our staff may find offensive, abusive or inappropriate. You will comply with all reasonable instructions given by our staff in relation to your conduct and use of our Centre's. At all times the management reserve the right to refuse admission and to revoke or suspend memberships/subscriptions.

2.7 Our equipment

You will use all equipment and facilities in our Centre with reasonable care. You will not mistreat any equipment or facilities, or use equipment/facilities other than for the purpose for which they are intended. You should return all equipment to its correct place after use. If hiring equipment, it needs to be returned in the same condition prior to hiring or the deposit may be retained.

2.8 Our customers

You are not permitted to enter the facilities or partake in activities when under the influence of alcohol or illegal drugs and you agree to comply with our etiquette policies which are available on our website www.oclactive.co.uk.

2.9 Data Protection

Oldham Active fully adheres to the principles of Data Protection and GDPR. Full details of our privacy policy are available on our website www.oclactive.co.uk.

Thank you for choosing to join Oldham Active

www.oclactive.co.uk.