DEFINITIONS
Annual Active Leeds Membership – a 12 month Active Leeds Membership for which the Active Leeds Member has paid in full.
Appointments – 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 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 routines which will best meet their goals.
Active Leeds – The brand name of Leeds City Council’s Leisure facilities.
Active Leeds – Who are Active Leeds Members?
Active Leeds Membership – a contract which the Member enters into after completing the Online Application Form and by the relevant fee.
 slain – A discount and activity membership for juniors (under the age of 16 years) which is part of the LeisureCard scheme.
CooK Off Period – A 5 day period for customers who take out an annual membership allow to cancel the option to cancel their agreement.
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 working companies for the Corporation as 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 this list is available at www.leeds.gov.uk/ActiveLeeds from the Membership Services Team.
Standard Active Leeds Membership – A non-contract Active Leeds Membership. Payments are by monthly direct debit.
Health Consent Statement (HCS) – A document signed by the Member which sets out that the 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.
LeisureCard (and LeisureCard+ expression) – The membership scheme operated by Leeds City Council that offers discount at various venues throughout Leeds. The Terms and Conditions of the scheme and a list of participating cards are available at www.leeds.gov.uk/LeisureCard.
LeisureCard (and LeisureCard+ expression) – The membership scheme operated by Leeds City Council for Members who meet specific criteria.
Leisure Centre – Leeds City Council site for sport and active lifestyle. For a full list of the centres, their addresses and telephone numbers please refer to the website at www.leeds.gov.uk/ActiveLeeds
Member – A person who has a membership with Leeds City Council.
Primary Member – Someone who is responsible for the payment of their own membership and for the membership of any Linked Members or Corporate Members.
MST – The Membership Services Team who administer Active Leeds and LeisureCard memberships and are based at the John Charles Centre for Sport.
Paid for by the – The use of Active Leeds facilities by customers who are not Active Leeds Members and pay separately for any activity undertaken.

TYPES OF ACTIVE LEEDS MEMBERSHIP
Premium – Includes the use of the Local List Leeds Sports, Active Leeds Fitness Classes, Swimming, Squash and the Climbing Wall at Aireborough Leisure Centre. (Members must have had a corporate induction to be able to use the Climbing Wall.)
Junior Premium – For active Leeds Members 18 years old and above. From 01/04/19 a minimum age of 18 will be required when applying.
Contracts not applicable to Junior Premium Memberships.
  • Active Leeds Junior aged 13 to 15 can use Senior Fitness Classes, Swimming and Squash.
  • Active Leeds Junior aged 12 to 15 can use the gym at any time when unaccompanied including Fearnville and Wetherby leisure centres where use of staffed facilities only.
  • Active Leeds Junior aged 12 to 15 can attend any fitness class.
  • Active Leeds Junior aged 18 can use any gym, Swimming and Squash Fitness Classes.
Juniors aged 13 to 18 can also use the Climbing Wall at Aireborough Leisure Centre when supervised by an adult over 18.
Swimming lessons, private fitness classes and any birthday party activity are NOT included in any Active Leeds Membership.
Student Premium – Available for any student who has a valid student card. The membership has the same activities included as an Active Leeds Premium. Membership is available as an Annual (Direct Debit). Membership cannot be used in conjunction with any promotional offers.

Active Leeds Membership Terms & Conditions.
1. Gym Appointments – All Members must read and sign an HCS form and either a Discovery or Express Appointment to access any Active Leeds gym.
2. Express or Discovery Appointments are included free of charge at the time of application for a Active Leeds Memberships.
Refusal of Appointment fees will NOT be given for appointments undertaken prior to paying for Active Leeds Membership.
3. Active Leeds Members who wish to have a LeedsCard discount applied to their membership must have a valid LeedsCard membership, members will loss their membership or in the process of applying for a Active Leeds application. Members running the contract and will be held to the terms of contract period and may cancel at any time after cancelling the procedure
If a Member has an Active Leeds membership who have had their membership suspended they must contact MST. Any such suspensions must last for a minimum period of two calendar months and shall take effect from the date they have contacted MST. The minimum period of suspension is 60 days. Therefore, your membership will not automatically return on your membership. Suspensions must always cover full calendar month periods with the contract expiry date significantly extended. If members wish to use the leisure facilities during this period they will be charged the full rate as if their membership continued.
4. Members who have payment arrears on a previous Active Leeds membership cannot take out a new membership until the arrears have been paid.
5. Students who wish to participate in a student membership must show a valid student card at the time of application.
6. Active Leeds Members taking out an Annual Active Leeds Membership and existing members renewing their annual Active Leeds Memberships must pay the membership fee in full at the Leisure Centre, Online or via MST at the time of application or renewal.
7. Under no circumstances will a refund be given to Members who have purchased a Annual upfront payment membership which caused them membership fees to be deducted from their bank account at the start of the contract period and may cancel at any time after cancelling the procedure.
8. If an Annual Active Leeds Member wishes to change their membership they must contact MST. Any such suspensions must last for a minimum period of two months and shall take effect from the date you contact MST. The maximum period of suspension is 12 months. If you wish to use the leisure facilities during this period they will be charged the full rate as if their membership continued.
9. Active Leeds Members who wish to use a Corporate Membership and wish to make use of employment of a company included in the Corporate List of the time of application. This must be a valid上岗, a valid credit or a letter from their employer.
10. Corporate Members will pay the contract price but are not held to the Contracted Memberships Terms & Conditions. Corporate Members will be invoiced for their membership fees 30 days prior to the invoice date.
11. All General Terms & Conditions apply.
12. Active Leeds Membership Members who use the Local List Leeds Centre. Memberships are not valid in the Local List Centre.
13. Refund of Active Leeds Memberships fees will NOT be given for temporary or seasonal facilities.
14. As a member you agree to provide a photograph for the purposes of your membership.
15. Failure to provide a Membership Card may lead to refusal of entry in the normal charge being levied.
16. All representatives from the Leeds City Council for Sports, Waterbase Green, LEEDS18512053 or by email to membership@leeds.gov.uk. Telephone: 0113 2790003
17. Leeds City Council members for the use of the available Corporate List for any time and at any staff and will not tolerate violent, abusive or intimidating behaviour within their leisure centres. Personal exhibiting unacceptable behaviour will be asked to leave the premises and may be prosecuted. CCTV camera is on in operation at leisure centres. Nor will Leeds City Council tolerate any abuse by telephone or in writing of any sort.
18. The information you provide on this form will only be used to administer your Active Leeds account and to provide you with service information relevant to your membership. Your details will be handled in accordance with GDPR and, accepting if required, law, will not be shared with any third parties apart from the council’s partner organisations, Because, Leeds City Council, who are contractually provide administrative support to us.
20. Leeds City Council reserves the right to offer products and services to specific individuals.
21. A Active Leeds Member and active has a 5 day cooling off period which the member can cancel their contract. The Active Leeds Cooling Off period commences from the date of the purchase order of a new membership and from the date of commencement of the new membership. To cancel a membership purchased online within the 5 day cooling off period you must email Membership Services, strathmore@leeds.gov.uk to confirm you wish to cancel your contract. Any usage during this period will be charged at the standard rate for the usage. Rent and charges later to member users under a direct debit payment has been processed after the calculated usage will be deducted from your refund.
22. Leeds City Council reserves the right to review and alter these Terms and Conditions at any time. All changes will be displayed in the Leeds City Council Active Leeds Terms and Conditions will be reviewed on members by email. Others will be served on the member by 2nd class post.
23. These Terms and Conditions, and any disputes or class actions in connection with them subject matter or enforcement (including non-contractual disputes or claims), shall be governed, and construed in accordance with the laws of England and Wales.
24. No notice 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 provision or subsequent breach and shall not constitute a continuing waiver.
25. A person who acts in a party to these Terms and Conditions shall not have any rights under in connection with them.
26. 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 the 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 contact. All notices sent by email to the Member three days after posting is to 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.
27. All information you provide via this form will only be used to administer your Active Leeds account and to provide you with service information relevant to your membership. Your details will be handled in accordance with GDPR and, accepting if required, law, will not be shared with any third parties apart from the council’s partner organisations, Because, Leeds City Council, who are contractually provide administrative support to us.
29. Leeds City Council reserves the right to offer products and services to specific individuals.
30. A Active Leeds Member and active has a 5 day cooling off period which the member can cancel their contract. The Active Leeds Cooling Off period commences from the date of the purchase order of a new membership and from the date of commencement of the new membership. To cancel a membership purchased online within the 5 day cooling off period you must email Membership Services, strathmore@leeds.gov.uk to confirm you wish to cancel your contract. Any usage during this period will be charged at the standard rate for the usage. Rent and charges later to member users under a direct debit payment has been processed after the calculated usage will be deducted from your refund.
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32. These Terms and Conditions, and any disputes or class actions in connection with them subject matter or enforcement (including non-contractual disputes or claims), shall be governed, and construed in accordance with the laws of England and Wales.
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.
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 is administered using a database system provided by our service partner, XN Leisure (XN). XN have access to our database and the personal information contained within it for administrative and maintenance purposes only. They will not, however, share this information with any other party.

4. The Council also uses another service partner, 4Global, to assist in the provision of this service. Information you provide to the Council will be processed on 4Global's systems as well as on our own. All information provided by the Council to 4Global for processing will adhere to industry standard data transfer protocols and all data will be encrypted. 4Global will not share this with any third parties.

5. 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.

6. The Council also uses Debit Finance Collections PLC as an administration partner, they administer direct debits on behalf of Leeds City Council. To view their privacy statement please go to: https://www.debitfinance.co.uk/terms-and-conditions/

7. 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.

8. 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:
Leeds City Council will then ensure that your details are removed from our records within 5 working days.

8. 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