

Active Nottingham Terms and Conditions and Health Commitment

These terms apply to the issue and use of your Active Nottingham Membership, which provides access to reduced rates and benefits across leisure centres operated by Nottingham City Council (NCC). An Active Nottingham account can be created online, by calling the customer service team or by visiting a leisure centre. Once created you can collect an Active Nottingham keyfob, wristband or card free of charge from any Nottingham City Council leisure centre. A photograph is required for all Active Nottingham members to prevent misuse of benefit under the membership criteria and will be taken on your first visit to the leisure centre.

The Active Nottingham membership can be used on a Pay-As-You-Go basis, as a holder of a Direct Debit Membership or both. The keyfob, wristband or card provided on joining should be presented when making bookings directly at the leisure centre, when attending your pre booked session or when requested by a member of the leisure centre team.

If the customer fails to present their key fob, wristband or card they will be liable to pay full price for the activity attended. The person to whom the Active Nottingham card, key fob or wristband has been issued is responsible for its use. These are not transferable to others and further action may be taken where inappropriate use is found to have occurred. Only the person allocated the wristband, key fob, or a card may use it.

When attending an NCC leisure centre you should present your card, wristband or keyfob to reception to book, pay and record your attendance. Alternatively pre-book your activity and use the fast-track scanners located on the entrance barriers in reception where available. Pre-booking can be made online via booknottinghamssport.co.uk, by telephoning the Customer Service Team on **0115 876 1600** or through our **NCCSport App**

Your Active Nottingham Membership provides access to the following leisure centres

- Clifton Leisure Centre
- Djanogly Community Leisure Centre
- Harvey Hadden Sports Village
- John Carroll Leisure Centre
- Ken Martin Leisure Centre
- Nottingham Tennis Centre
- Southglade Leisure Centre
- Victoria Leisure Centre

Pricing:

Nottingham City Council reviews the fees and charges for access to Sport and Leisure services on an annual basis and a minimum period of two weeks' notice is provided where changes are applied.

Concessionary rates are also available for residents of Nottingham City subject to the terms of the discount scheme being met. An annual check will take place to ensure ongoing eligibility onto the concessionary rate. You should also advise us if your circumstances change.

Further details can be found here <http://activenottingham.com/memberships/concessions-discounts/>

Replacements:

A £3.00 replacement fee is applicable for all lost and damaged cards, keyfobs and wristbands unless it has been reported stolen and a police incident number can be provided. These can be provided at any leisure centre.

Active Nottingham Health Commitment Statement:

You are primarily responsible for your health and wellbeing and Active Nottingham Flexible Fitness is dedicated to helping you take the opportunity to enjoy the facilities that we offer. With this in mind we have set out what we can reasonably expect from each other below.

Your commitment to us:

- You will not use your membership facilities beyond your own abilities. To the best of your knowledge and belief you are in good health. If you know or are concerned that you have a medical condition which might interfere with you using the facilities, before you use our equipment and facilities, you will seek advice from a relevant medical professional and follow that advice
- You will make yourself familiar with and act in accordance with any rules and regulations, including warning notices. Activity carries its own risks and you should not carry out any activities, which you have been told are not suitable for you.
- You will 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 is first aid trained.
- If you have a disability, you must follow any reasonable instructions to allow you to use the facilities safely.

Our commitment to you:

- We will respect your personal decisions and allow you to make your own decisions about what activities you carry out. However, we ask you not to participate in an activity beyond your own capabilities.
- 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.
- Whilst we encourage you to complete a facility induction, should you wish to waive this we will ensure that safe usage guidance is accessible and relevant throughout your membership. We accept no liability in the event of an injury resulting from misuse of equipment or failure to participate in an activity within your capabilities
- We will take all reasonable steps to ensure that our staff are qualified to the fitness industry standards as set out by the Register of Exercise Professionals.
- If you inform us you have a disability, which puts you at a substantial disadvantage in accessing our facilities we will consider what adjustments, if any, are reasonable for us to make.

General Booking Conditions:

- Full payment for all activities is required at the time of booking. This is referred to as 'Book and Pay'. A valid Active Nottingham card, keyfob or wristband should be presented at the time of booking to ensure the correct price is applied to your booking.
- Bookings can be made up to one week (7 days excluding the current day) in advance for book and pay and those with a current annual or direct debit membership.
- All casual activity bookings are subject to availability at the time of booking. The service does not guarantee the availability of courts, classes or session as these are on a first come, first served basis.
- Where bookings are made via the Customer Service Team a series of security questions will be asked to determine appropriate use of the Active Nottingham Membership and ensure data integrity.
- Customers have the right to cancel, modify or transfer a booking if this is undertaken more than 24 hours in advance. No refunds will be given where cancellation is made within 24 hours of the booked activity.
- Any request to transfer or refund a booking within the specified 24hr period will not be honoured unless a valid Doctor's certificate is produced or proof of injury is evident.
- In the event of severe weather or serious incident, where the leisure services remain open and are staffed ready for use a refund or transfer will not be granted.
- Multiple court bookings are not permitted at the same time using the same Active Nottingham account.
- Bookings cannot be sub-let.
- Facilities may be withdrawn from time to time for repairs, refurbishment, tournaments, special events or closures. Where possible 2 weeks notice of any disruption to the regular programme will be advertised. Access to a similar activity can generally be made at another of the listed facilities. Where this results in cancellation of a paid session, a refund or credit will be provided.
- Opening times of all facilities will be limited over bank holiday periods. Generally a facility will be open except for statutory bank holidays, including Christmas Day, Boxing Day and New Year's Day.
- Some activities are gender specific sessions. Where possible, these activities are programmed so that the activity can be accessed by anyone at another facility.
- Sessions are subject to change without prior notification and may be subject to cancellation should the session be deemed no longer viable.

Payment via Direct Debit:

Please refer to the membership terms and Conditions available online - <http://activenottingham.com/terms-of-use/>

Refund/Transfer Terms and Conditions:

Refunds are available from the leisure centre where the booking was made or via the Customer Service Team provided relevant terms are met. When eligible refunds will be issued via the same payment method as the booking was purchased. If purchased by debit/credit card or online or via the app, the amount will need to be refunded to the same card. If you no longer have your original receipt or paid online, then please bring a bank statement as proof of purchase and a valid form of ID.

Conduct:

We ask that you make yourself aware of a number of etiquette and advice notices that are in operation across our leisure centres. These will ensure that you have a safe and enjoyable experience.

We want everyone to make the most of the facilities we offer and expect users of our facilities and programmes to behave in a considerate manner. The City Council takes violent and threatening behaviour against its colleagues and other users seriously. We reserve the right to refuse admission or refer incidents and allegations of anti-social behaviour to The Community Protection Team for investigations to be carried out by a Community Protection Officer. In such instances, we will share full details of the incident with them, including names and details of the accused and any witnesses.

General Data Protection Regulations ((EU) 2016/679) and Data Protection Act 2018:

The personal information obtained from you is for the purpose of administering your Active Nottingham Account, seeking feedback or providing information on products or services you have requested from us. For further information about how we use and share your data please visit www.nottinghamcity.gov.uk/privacy-statement.