

# TERMS & CONDITIONS

## Membership term

1. The decision to accept the application of a potential member shall be at the sole discretion of Halton Borough Council (HBC).
2. Memberships starts from the start date set out on the Membership Application Form or Online Application, provided all the start-up fees have been paid to HBC.
3. The person agreeing to the Membership Application must be at least 16 years of age. If the member is less than 18 years of age the Membership Application must be completed at site & signed by a parent / guardian adult who agrees to take responsibility for the membership.  
The primary payer is responsible for any charges which arise from a membership which may be linked to other sub-member users within the Facilities.
4. You will need to pay an initial pro rata payment to cover the period of joining to the next valid Direct Debit date, you will also be required to pay an admin fee at the point of sale.
5. Membership Fees must be paid in advance, monthly. The Monthly Membership Fees must be paid by Direct Debit on the 1<sup>st</sup> of each month or immediately after.
6. When paying by Direct Debit it is understood that you will make every effort to ensure that the nominated account is available and in credit allowing collection of any due fees on the collection date.
7. Annual memberships must be paid in full, you will need to pay the annual fee at the point of joining to cover a calendar year from the date of joining.
8. The member has the right to cancel this agreement within 10 days of the "Start Date" by emailing, sending or taking a written notice of cancellation to your local Leisure Centre. HBC shall refund in full any monies, which have been paid toward membership fees within this cooling off period.
9. Annual memberships can not be refunded after the 10 day cooling off period.
10. We will give you 14 days' notice of any fee change. If you pay your membership upfront as a lump payment we will review your membership fee when your membership is due for renewal.
11. Halton Leisure Card Discounts – you must provide the physical HLC card on your first visit for the team to take a copy. Failure to do so will result in your membership been converted to the full price membership.
12. Off Peak Memberships – you must stick to the specific time restrictions of 9am – 4pm. If a member is found to be using the facilities outside of these times your membership will be converted to the full price membership.

## Teen Gym membership

1. Teen Gym Members (11-15 years old) can attend the fitness suite during specified times. These times can be requested from any HBC Leisure Centre.
2. Members aged 11 – 15 must complete two gym inductions (Cardio and Weights). If the inductions are not completed, access will not be granted to the fitness facilities.
3. Teen Gym Members can also attend the gym outside of these hours with an appropriate adult on completion of the responsible adult form. A parent or guardian must complete their induction form. The parent or guardian takes full responsibility for the teen member when under their supervision.
4. We reserve the right to close certain areas from time to time at our discretion.
5. We retain the right to withdraw this offer at any time.

## Freezing your membership

1. If you wish to freeze your membership, one full calendar month notice must be given, by emailing, sending or taking a written notice to the Member's local centre. A minimum period of one month and a maximum period of three consecutive months (unless authorised by senior management).
2. The freeze period should run from the first day to the last day of each month.
3. Monthly Direct Debit payments will automatically restart after the given period.
4. Members must not cancel their Direct Debit with their bank, as this will result in the member needing to re-join.
5. An annual member may apply for their membership to be 'frozen' in which case the membership will be extended for a period equivalent to the 'frozen' period, maximum three months.

## Cancellations

1. The member can, at any time, cancel their membership providing it is **before the 12<sup>th</sup> of the month** in order to stop the next month's Direct Debit from being taken. If the membership is cancelled after the 12<sup>th</sup> of the month the next month's Direct Debit will be taken and the member will have access to the facilities until the last day of that month.
2. Cancellations must be given in by emailing, sending or taking a written request by the primary payer, verbal requests cannot be accepted under any circumstance. It is your responsibility to get a dated receipt from your local leisure centre for proof of cancellation.
3. It is your responsibility to cancel your direct debit if you wish to cancel your membership.
4. HBC can cancel your membership in the following circumstances:
  - A. If you or any linked member break this agreement, or any centre rules.
  - B. If your membership is used by any other person than you to gain access to any HBC Leisure facility.
  - C. We will not tolerate our staff or other members being verbally abused or intimidated. If this is the case, we will immediately block your access to any HBC Leisure facility.
  - D. We will not tolerate our staff or other members being physically threatened or intimidated. If this is the case, we will immediately report this to the authorities and ban you from this and any other HBC Leisure facility.
5. If HBC cancel your membership for a breach of any rules, terms or conditions by you, there will be no refund made of any or part of your membership fee.

## Upgrading your membership

1. If you are looking to upgrade your membership there may be an admin fee charged at the point at which you upgrade please contact your local site for further information.

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## General Terms

1. HBC reserves the right to verify, or require proof of all information given in order to obtain the membership. Any fraudulent or wrongful information given in order to obtain a membership, could result in the cancellation of that membership. Additionally a photograph will be taken as a form of identification, this will be in the form of a digital photo taken onsite at the time of joining / first visit.
2. HBC reserves the right to refuse a service to any member that any outstanding payments listed against their account.
3. Membership of the Facilities is personal to the member and cannot be assigned, transferred, or otherwise disposed of without the prior written consent of HBC.
4. HBC shall not refund Membership Fees where the member chooses not to attend the Facilities and/or has made no attempt to cancel their membership via the cancellation process.
5. If during your membership period your contact details, personal or financial details change in any way you will be required to update the facility immediately of any change.
6. Members represent that they are capable of engaging in a routine of exercise provided by any programme which they follow, or class which they attend, and that such exercise would not be detrimental to their health, safety, comfort and physical condition. Members may not exercise while either injured or under medication prescribed by their doctor, without first obtaining the prior approval of such doctor.
7. All Members must complete a Pre Activity Health Commitment Statement (HCS) form before using the gym/swim. All Members are recommended to have an Induction and must declare that to the best of their knowledge, the information provided in the HCS is complete and accurate. Please be aware that our facilities are not under constant supervision.
8. Anyone using the facility for fitness related activities agrees to our Health Commitment Statement and will be offered an induction with a team member prior to using the facilities as part of their membership for the first time. If you chose to not have an induction, and you feel that you are unsure about using the fitness equipment, or completing exercises, please speak to a member of the team for advice, or book an induction. Staff and subcontractors are not medically qualified, so if any doubts about fitness capability to exercise, we recommend that you get advice from a doctor first.
11. Members are solely responsible for their own belongings whilst visiting the Facilities. HBC accepts no responsibility for any loss or damage to personal property.
12. We may alter facility opening times, close on bank holidays or temporarily withdraw facilities at any time if we require them for tournaments, exhibitions or other activities, or in connection with any repairs, alterations or maintenance work, or for any other reasonable reason, such as, staff sickness. All such changes will be displayed with as much prior notice as possible on the notice boards & via social media. This will include any closure or withdrawal of specific services as a result of industrial action.
13. The Management will use their best endeavours to ensure that all equipment is maintained in full working order. However, breakdowns will and do occur. In such instances all members must acknowledge and agree that any breakdown will not give rise to any recompense, financial or otherwise.
14. The use of the swimming pool, sauna and steam room facilities by members of the fitness suite is done so on a concessionary basis only and as such its use does not form part of the cost of membership. On occasion it is necessary to close these facilities for maintenance, galas or special events and bookings. Notice of such closures will be provided by way of posters within the Leisure facilities & via social media. There will be no refunds payable for such closures. Please note that when swim club are using the pool members will not have access to the sauna & steam room.
15. The member agrees to adhere to the Rules of Use which are displayed prominently in the Leisure Centres.
16. On occasions filming and photography will take place to promote the centre(s), it is the customers responsibility to inform us if they would not like to be part of this.
17. We can make reasonable changes to the T&C's at any time (see website for latest version). These terms were last updated on the 11/1/2025
18. You assume all risks and responsibility for any harm, loss, damage, property damage, personal injury, or death to you or others resulting from, arising out of, or any way in relation to your use of or presence in Halton Borough Council facilities.
19. We reserve the right to end any promotion and/or Promotional Code without warning at any time.

### Privacy policy

For more information on our privacy policy please find full policy on our Active Halton websites or printed copies are available at each site  
<https://www3.halton.gov.uk/Pages/councildemocracy/pdfs/dataprotection/privacynotices/LeisureCentresPrivacyNotice.pdf> Privacy Notice: - Halton Borough Council is the Data Controller for the personal information you provide. Please go to <https://www3.halton.gov.uk/pages/terms.aspx> for full version of the notice or ask at our reception desks.