

## ukactive Membership Terms & Conditions

1. The applicant named within this document has applied for membership of ukactive with entitlement to the valuable rights and benefits of membership.
2. The approval of membership applications and the continuation of membership are entirely at the discretion of ukactive.
3. Membership commences on the 1<sup>st</sup> day of the calendar month following receipt of an approved application by ukactive.
4. Memberships are for a minimum subscription period of 12 months.
5. The applicant agrees to pay the subscription for a period of at least 12 months commencing from the 1<sup>st</sup> month of membership.
6. Arrangements for payment of subscriptions:
  - (a) If the applicant has opted to pay by annual invoice, ukactive will issue an invoice for a period of 12 months commencing from the 1<sup>st</sup> month of membership, and the applicant agrees that the invoice is due and payable upon presentation in the 1<sup>st</sup> month of membership.
  - (b) If the applicant has opted to pay by direct debit, the applicant agrees to pay the subscription by monthly direct debit for a period of at least 12 months commencing from the 1<sup>st</sup> month of membership.
  - (c) If the agreed direct debit instalments cannot be collected by ukactive for any reason, ukactive has the right to invoice the applicant for all remaining direct debit instalments that would fall due to be collected within the current annual subscription period, and the applicant agrees that any such invoice will be paid immediately.
  - (d) For the avoidance of doubt, a direct debit instalment represents a partial payment of the subscription due for an annual subscription period and does not represent a monthly subscription.
7. The subscription shall be the amount notified by ukactive to the applicant, and is subject to change after the minimum subscription period.
8. The membership shall be automatically renewed at the end of the minimum subscription period and each subsequent subscription period for a further period of 12 months unless the membership has been previously terminated in accordance with clause [2] or the member has given notice of cancellation, such notice to be received in writing at the Head Office address of ukactive not later than 30 days prior to the expiry of the subscription period then current. Such notice will not be deemed to be received unless ukactive shall issue an acknowledgement to the member.
9. Upon renewal of the membership ukactive will charge a renewal subscription to the member and the member agrees to pay such charge within 30 days of the date of the relevant invoice issued by ukactive.
10. The amount of the renewal subscription may change from the subscription charged for the previous subscription period if the status of ukactive membership has changed.
11. Subject to clause [10] ukactive will not otherwise increase the subscription unless it shall issue due notice to the member, such notice to be sent no later than 60 days prior to the expiry of the licence period then current.
12. If the membership is cancelled by either party, the applicant will have no further entitlement to the valuable rights and benefits of membership, including without limitation, the right to use the ukactive name, brands, logos, or other copyright material on any premises, publication, or web site, or the benefit of ukactive Collective Purchasing services.
13. The valuable rights and benefits of membership may be varied by ukactive subject to one month's notice to all members.

## Operators Professional Code

All operator members are required to comply with **ukactive Operators Professional Code**:

- Ensure that minimum legal requirements regarding health and safety are maintained.
- Ensure staff instructing and demonstrating exercise or supervising swimming pools have achieved a nationally recognised qualification.
- Ensure that on joining the facility customers are aware of the standard terms and conditions that apply to their membership.
- Ensure that any written contracts for members are in accordance with fair trading laws.
- Ensure that all facility members are offered an exercise induction and a record of each facility user is kept.
- Ensure that complaints by customers are acknowledged and that communication is maintained until the matter is resolved.
- Ensure a commitment to the Equality Act 2010.
- Ensure a commitment to the Copyright, Designs and Patents Act 1988, and in particular the provisions regarding the licensing of copyright music

## Personal Data

Personal Data supplied to us is subject to the Data Protection Act 1998. This data may be used to supply you with information relevant to your business. Please inform us if you do not wish to receive any information from other ukactive members.