

KAL/Huddersfield University Membership Terms & Conditions Membership

Definitions

Membership: your gym Membership under your member contract which allows you to access and use the Sites subject to these Terms and Centre Rules. Members shall be interpreted accordingly.

Sites: the KAL Sites and University of Huddersfield Sites

KAL Sites: such fitness centres and swimming pools as are specified in the application form or as notified by KAL to you as being a KAL Centre from time to time, which you are entitled to access and use in accordance with your Membership.

Centre Rules: the rules of access and use of the facilities at each Centre including but not limited to those listed on our web site: <https://kal.org.uk/policies/>

Health Commitment Statement: a written confirmation which must be agreed and confirmed by you during the membership application process that as far as you are aware you are fit to take part in exercise at a Centre.

KAL: Kirklees Active Leisure which is a registered charity with charity number 1091226 and a registered company in England and Wales with company number 04331165 and whose registered office is at Huddersfield Leisure Centre, Spring Grove Street, Huddersfield, HD1 4BP

Terms: both the terms and conditions in this document and the Centre Rules. If there is any contradiction between these terms and conditions and any Centre Rules these terms and conditions will take precedence.

Membership application process: The application for membership by you by way of an online application form, ID, completion of Direct Debit form, and confirmation of agreement to the Health Commitment Statement

University of Huddersfield Site: the University sports facilities at Queensgate campus

We / Us / Our: KAL.

Membership

1. These terms and conditions apply to your membership of KAL and This agreement will become binding on you upon the completion of the membership application process. At this point, a membership contract will come into existence between you and us and you will be permitted to use and access the Centres from the date specified in your application. As part of the membership application you must confirm your agreement to the Health Commitment Statement.
2. You agree to adhere to the Centre Rules at all times which are on display at the appropriate Centre. We may from time to time make changes to our Centre Rules and will (wherever possible) give you notice of any changes to the Centre Rules through notices at our Centres and/or our website.

3. You will be required to use your University ID card to access the centres. We reserve the right to refuse admission to a Centre if you do not have your University ID Card. Membership is personal and non-transferable. You must not allow anyone else to use your membership card. If you do allow others to use your membership card, we can treat this as a major breach of your membership contract and we may terminate your membership contract with immediate effect.
4. Our Family Attractions (available via our website <https://www.yeahdaysout.co.uk>) are not included in any membership contract or package.
5. Identification photographs must be taken as part of the membership application process and will be stored against your Membership account for verification. We follow the current guidelines for passports or DVLA photographs. Photographs must be taken with nothing obstructing your face. We may ask for a new photograph, if in our reasonable opinion your photograph does not meet our guidelines or no longer accurately reflect your appearance. All photographs will be used, retained and stored in accordance with our Privacy Policy, which can be found at <https://kal.org.uk/privacy-notice/>
6. The discounted membership rate will be valid whilst you are a student or staff member at the University of Huddersfield, thereafter your membership will revert to our standard membership rate unless you provide further proof that you are remaining a student/employee at the university.
7. If you no longer qualify for this reduced rate, i.e., leave university, you need to inform KAL who will arrange to change your membership to standard rate or the remainder of your contract.
8. Your Membership will automatically renew on a monthly basis at the end of your Minimum Contract Period unless you tell us otherwise by giving not less than 30 day's written notice to contact.centre@kal.org.uk prior to the end of the Minimum Contract Period.
9. We may appoint a third-party agent to collect payment on our behalf and their fees will be charged additionally.
10. Your Membership allows you to use our Centres (as per the choices you made during the application process) and the University of Huddersfield Gym but (for the avoidance of doubt) your Membership is not linked to, dependent on or in any other way subject to the availability of any one of our Sites. We may from time to time adjust the opening and/or closing hours of any Site(s) or close off any areas or facilities to members within a Centre for any reason and for any period of time (including but not limited to) cleaning, decorating, repairs and events. This will not mean that you can suspend or cancel your membership contract for any of these reasons.

11. You acknowledge that KAL Sites are provided and operated by Kirklees Active Leisure and the University of Huddersfield Sites are operated by the University of Huddersfield.
12. Each party is responsible for the provision of services at their respective sites and any complaint based on usage should be direct to that party directly.
13. Membership queries should be directed to: contact.centre@kal.org.uk
14. We may either suspend or end your membership contract at any time with immediate effect by writing to you or emailing you if:
 - a) you do not make any payment to us when it is due (which includes if you cancel or stop your Direct Debit payments);
 - b) you commit a serious or repeated breach of these Terms (including, but not limited to, paragraphs 3, 40, 41, 44, 47, 48, 49 and 64) or any of our Centre Rules and (if such breach is remediable) you fail to remedy that breach with 7 days of us notifying you to do so;
 - c) you no longer meet the eligibility criteria for your Membership; or
 - d) you fail to keep your Direct Debit in place, even whilst your membership contract is frozen or in the cancellation period.
15. During the Minimum Contract Period you may cancel the membership contract only:
 - (a). if we commit a serious breach of any provision of these Terms;
 - (b). If we make a permanent material change to the operating hours of our Centres which you consider materially affects you and we reasonably consider and accept in writing is materially detrimental to you such as it prevents reasonable use of your Membership;
 - (c). If you develop a medical condition independently verified to us in writing by your general practitioner which prevents you from reasonably using the Centres on a regular ongoing basis for exercise such that the Health Commitment Statement you have given to us is no longer correct. *
 - (d). If you permanently move to an address which is 15 miles or more away from any one of our Centres and you provide specific evidence that such a move has taken place. *
 - (e). If your financial situation becomes materially worse than it was at the date of entering into the membership contract such that your membership has become unaffordable for you. You must produce specific documentary evidence of your financial circumstances, and we may, at our discretion, suspend your payments for three months. We will then review your financial situation with you. *

(f). If you become pregnant. You must produce documentary evidence from your general practitioner, and we may, at our discretion, suspend payments for three months. We will then review your situation with you.

* Note that under 15(c), (d) and (e) details of specific documentation required can be obtained by emailing contactcentre@kal.org.uk. The documentation can only be accepted from the date of receipt by us and any previous payments due from you will be required to be paid prior to any freeze/cancellation being agreed.

Freezing your membership contract

16. You may freeze your Membership for between 1 to 3 months by giving us no less than one month's written notice via email to contactcentre@kal.org.uk. Subject to clause 22 you can only freeze for complete months at a time.
17. If you pay by Direct Debit the freeze will run from one Direct Debit payment date to the next.
18. If you pay annually the freeze will run from the date of your membership (for example, if your annual membership started on the 12th of the month, any freeze would run from the 12th until the 11th of a subsequent month).
19. Whilst your Membership is frozen, a Direct Debit will not be taken but you must ensure your Direct Debit is still active.
20. You will not be able to take advantage of any of the benefits of your Membership whilst on freeze and if you wish to use the facilities at any Centre, you will be charged and must pay the non-member rate.
21. If you cancel your Direct Debit your Membership contract will no longer be classed as frozen and full payments will continue to be due and payable by you (and as set out in clause 17 we may end your membership contract in this event).
22. If you are still within your 9 months membership contract the number of months that you freeze will be added to the end of your existing contractual agreement.

Payment

23. The fee for your Membership will be determined by the Membership package you select during the membership application process. This may include a joining fee, pro rata and monthly fee.
24. Membership fees are paid by Direct Debit, your first monthly instalment must be paid on the date specified in your membership application. The remaining Direct Debit instalments must then be paid by you on the first working day of the month (or the next working day if this is a Saturday, Sunday, or bank holiday).
25. All activities must be paid for in advance before attending the activity. All bookings are non-refundable and non-transferrable.

26. Additional charges may apply to access facilities or activities that are not included in your chosen membership type. If you book onto something that is excluded from your Membership, you agree to pay the appropriate charge. All activities that incur an additional charge must be paid for before attending. All bookings are non-refundable and non-transferrable.
27. Annual memberships which are renewed and paid by way of a lump sum payment are non-refundable. We will automatically cancel annual membership at the end of the term unless you choose to renew it.
28. If you book an activity or a class and fail to attend or cancel without giving the appropriate notice, we may charge you and/or remove your right to advance book. You should notify us 24 hours prior if you are unable to attend a pre-booked activity or class. To register your attendance to any class you must swipe your membership card.

Key Terms

29. We may make minor changes to your membership contract and these Terms:
 - (a) to reflect changes in relevant laws and regulatory requirements; and /or
 - (b) to implement minor technical adjustments and improvements, for example to address a security threat.
30. By accessing the facilities at a Centre and using any equipment, you are deemed to have read and understood these Terms, and the Guidance and Rules set out at <https://kal.org.uk/policies/>
31. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by any event that is outside of our reasonable control.
32. If we do not take any action following a breach of these Terms by you this will not mean that we cannot enforce these Terms against you at a later date.
33. You must agree to our Health Commitment Statement before using any Centre for the first time.
34. By using our Centres, you are accepting full responsibility that you are in good health and able to use the Centres and the facilities provided and this will then continue to apply to your future use of any Centre unless and until you inform us otherwise that the Health Commitment Statement is no longer applicable. You are solely responsible for your own use of the facilities at our Centres at all times. If you give notice that it no longer applies, we may stop your use of the facilities provided. Please see paragraph 17 about when you fail to meet the eligibility criteria.
35. We offer all our members an orientation to instruct on the safe use of the gym equipment. We strongly advise you to undertake this orientation before using any equipment. This can be booked via reception or online prior to you starting to partake in exercise in one of Centres. You decline an orientation at your own risk.
36. These Terms are governed by the laws of England and Wales.

General

37. Age restrictions may apply. KAL Fitness classes are for people aged 16 years and over, unless specified.
38. We operate admission policies in relation to dry side activities and swimming pool access. These are available online <https://www.kal.org.uk/policies/> and form part of the Centre Rules
39. All Centres will close at the advertised closing time Members must leave the facilities with enough time to enable them to use the showering and changing facilities if desired and to leave the Site punctually prior to the time of closing.
40. You are not permitted to bring pets (other than guide dogs) into the Centres
41. Only photographs or videos taken in our Centres that comply with our Photography Policy will be permitted (see <https://www.kal.org.uk/policies/>). You are not permitted to post remarks on the internet or social media that may identify another member, guest or any of our employees.
42. There may be occasions where we close all or part of a Site. We will do our best to let you know of such closures in advance of them taking place unless the problem is urgent or in an emergency. We will use all commercially reasonable endeavours to ensure that such closures are kept to a minimum. You will not be permitted to a refund of your Membership fees in such circumstances, and you shall continue to have access to all of the other Sites in accordance with your Membership.
43. Depending on location, you may have access to a car park. Where this is the case, you are required to follow the car park rules which form part of the Site Rules.

Standards of Behaviour

44. KAL has a zero-tolerance policy to any behaviour that we consider offensive, abusive, threatening or inappropriate, in general or directed toward our staff or other customers.
45. You agree to use all equipment and facilities in the Sites with reasonable care and at your own risk. You must not mistreat any equipment or facilities or use equipment/facilities other than for the purpose for which they are intended. You agree to put all equipment back to the correct place after use.
46. If you are unsure at any time as to how to use any piece of equipment, you must seek advice from a qualified member of our staff before you use it. You use the equipment at your own risk.
47. It is essential that appropriate exercise clothing and shoes are worn whilst exercising. If you wear clothing or shoes which are unsafe for exercise, then we shall not be held responsible for any resulting accident or injury caused by or contributed to by the same. We require you to wear clean, tidy, non-offensive gym kit. You are not

permitted to train or exercise in unsuitable attire such as jeans, workwear, boots, flip flops or sandals.

48. Smoking (including e-cigarettes) is strictly prohibited in all areas of our Centres. Any member found to be in breach of this rule may have their Membership contract terminated.
49. You will not use the facilities, classes or equipment at any of the Sites whilst under the influence of alcohol, tranquillizers, narcotics, or any medication/substance which may affect your ability to exercise safely. We reserve the right to remove anyone from our premises if we reasonably believe they are unfit to use the facilities. You must not bring alcohol, tranquillizers, narcotics, or any medication/substance on to our premises. Any member found to be in breach of this rule will have their membership contract terminated under the provisions of paragraph 17.
50. You must not cause damage to the premises and/or anyone else's property. You will be liable for any damage caused to the equipment and/or facilities as a result of your negligence, wilful misconduct or as a result of not using the equipment in accordance with the instructions from a staff member.
51. Bags, coats, jackets, or anything which is considered a trip hazard are not to be taken onto the gym floor or into the studios. Lockers are provided for such items.
52. You must never enter the pool until a lifeguard is present on poolside.

Group Exercise

53. Your Membership does not give you a priority over other users or guarantee the availability of activities and facilities.
54. Bookings are taken on a first come, first served basis.
55. You must only book classes that you know you will be attending. You can book and cancel classes via our app.
56. You should arrive at least five minutes before the activity start time. If you do not arrive before the start of the session, we reserve the right to re-allocate your space to another customer.
57. We review the viability of all its activities and classes and may add, change, or remove classes as we required. These changes are usually made on a quarterly basis or during periods of traditionally lower attendance. We may also make changes to class venues or instructors where location or instructor availability means this is required or for any other reason. Occasionally, we may need to cancel an activity at short notice due to instructor availability or low number attendance. If you have paid for the class, we will arrange a refund of the fee paid.

Privacy Policy

58. We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy here <https://kal.org.uk/privacy-notice/>

Lockers and personal property

59. Lockers are provided for you to store your belongings whilst using the facilities at a Centre. Lockers will be emptied at night and any items found will be treated in accordance with our lost property policy (see <https://www.kal.org.uk/policies/>). We shall not be held responsible for any items removed from lockers.
60. Do not leave items unattended or in an un-locked locker.
61. We will retain any items removed from lockers or handed into lost property for the period stated in our lost property policy. Any items not collected within this period, will be donated to charity or recycled and we shall not have any liability to you for the same.
62. You are solely responsible for their belongings whilst attending the Sites. We accept no responsibility for any loss or damage to personal property, and you are advised not to bring valuables into the gym.
63. Subject to paragraphs 59 and 61, we will endeavour to return items handed into lost property; however, we will not be responsible for loss or damage.

Personal Training

64. Only KAL approved Personal Trainers, instructors and coaches are permitted to train members in the Sites. Any member or other individual found to be personal training, instructing or coaching other members will have their Membership contract terminated without notice.
65. Personal Trainers (PT(s)) are self-employed, and your contract is directly with your chosen PT and will be subject to the PT Client Agreement between you and the PT. We are not responsible for any advice or fitness regimes recommended by a PT unless as a result of our negligence.

Additional charges

66. Except in the case of a membership contract paid in full in advance for the Minimum Contract Period, in the event that a membership contract is cancelled or terminated during the Minimum Contract Period (except for the permitted reasons set out in paragraph 16) (and which shall include a Direct Debit being cancelled), we shall be entitled to:
- i. Payment of any arrears due and outstanding;
 - ii. Late payment charges as set out in clause 71;
 - iii. The balance of the remainder of the monthly subscriptions due under the membership contract for the remainder of the Minimum Contract Period.

67. Without prejudice to our rights under paragraph 15, any monthly payment which remains outstanding for more than seven days will incur late payment charges which are as follows:

- i. £15 for payment outstanding for seven days from the due date for payment as set out in paragraph 28;
- ii. An additional £15 for payment outstanding 14 days from the due date for payment as set out in paragraph 28.
- iii. A final additional £15 for payment outstanding 21 days from the due date for payment as set out in paragraph 28.

Implementation

68. These Terms apply to any membership contract that is entered into on or after [1/9/23)