

## **KAL/Huddersfield University Membership Terms & Conditions Membership**

### **Membership**

1. This agreement will become binding on you and us when you click the button 'accept these terms and conditions' on the Application Form.
2. You shall be entitled to use and access the Sites from the date specified in your Application Form.
3. You agree to adhere to the Centre Rules (details of where you will find these documents are detailed at the bottom of this document). 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.
4. You must be and remain a student or staff member of the University of Huddersfield to be eligible for your Membership (Eligibility Criteria) and must provide such evidence as we may reasonably require from time to time to demonstrate that you meet the Eligibility Criteria. If you fail to provide us with such evidence, your Membership will terminate immediately.
5. Your Membership may not be shared with any other person i.e., friends and/or family members.
6. Your Membership will entitle you to use of fitness suites, group exercise classes and applicable swimming sessions at KAL's Sites specified in your Application Form, throughout for the duration of its opening times. You will also be able to use the access gym and group exercise classes at the University for the duration of its opening times.
7. If you no longer meet the Eligibility Criteria (for example, you leave the university) you must immediately inform us.
8. To access the Sites, you will need to swipe your university card. Entry will not be permitted without presenting your Membership card.
9. Identification photographs must be taken 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 opinion the current photograph does not meet our guidelines or no longer accurately reflect your appearance.
10. Your Membership is personal and non-transferable.
11. If you are already a KAL member and still in your contractual period, KAL will permit a transfer but if you request cancellation within 14 days of your new contract your previous contract will be enforced.

### Sites

12. Your Membership allows you to use all our Sites but (for the avoidance of doubt) your Membership is not linked to, dependent on or in any other way subject to the availability of only 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 for the purposes of (including but not limited to) cleaning, decorating, repairs and events.
13. 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.
14. 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.
15. Membership queries should be directed to [contactcentre@kal.org.uk](mailto:contactcentre@kal.org.uk)

### Cancellation

16. In accordance with the Consumer Contracts Regulations 2013 you are entitled to cancel your contract Membership within 14 days of completing your Membership application form. You will be entitled to a refund of any membership fee paid however we will deduct a pro-rata sum to cover use of our site(s) from the start date of your Membership to the date your membership is cancelled.
17. By entering into a contract membership with us, you are agreeing to a minimum Membership term of 9 months (which for the avoidance of doubt, includes 9 monthly payments). Any period of freeze or non-payment (either requested by yourself or via an official source) will not be included in this period.
18. For contract memberships you may cancel your Membership by giving us 30 days' written notice to [contactcentre@kal.org.uk](mailto:contactcentre@kal.org.uk) once you have fulfilled your minimum contractual period of 9 months. (Which, for the avoidance of doubt, includes 9 monthly payments).
19. For month to month (non-contract) Memberships, you are required to make your initial Direct Debit payment before you can request cancellation.
20. Your Membership will automatically renew on a monthly basis at the end of your minimum Membership term unless you tell us otherwise by giving not less than 30 day's written notice to [contactcentre@kal.org.uk](mailto:contactcentre@kal.org.uk) prior to the end of the minimum Membership term.
21. Please maintain a live Direct Debit on your account as cancelling your Direct Debit will stop access to any of our Site(s).
22. We may either suspend or end your Membership at any time with immediate effect by writing to you if:
  - (a) you do not make any payment to us when it is due.
  - (b) you commit a serious or repeated breach of these terms or any of our Site rules; or
  - (c) you no longer meet the Eligibility Criteria.

### **Termination of Service: Limited rights to cancel - Contract Fitness membership only**

23. During the Minimum Contract Period you may cancel the contract only:
- (a). if KAL commit a serious breach of any provision of these terms.
  - (b). If KAL make a permanent material change to the operating hours of our Centres which you reasonably consider is materially detrimental to you.
  - (c). If you develop a medical condition which prevents you from using the Centres on a regular ongoing basis, KAL may, at our discretion, suspend payments for three months. We will then review your situation with you.  
An appropriate medical practitioner must provide written evidence of your medical condition\*
  - (d). If you permanently move away from one of our Centres by a distance of over 15 miles. KAL will require specific evidence that such a move has taken place. \*
  - (e). If your financial situation becomes materially worse than it was at the date of joining such that your Membership has become unaffordable for you. You must produce specific documentary evidence and KAL 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 and KAL may, at our discretion, suspend payments for three months. We will then review your situation with you.
- \*Details of specific documentation required can be obtained by emailing [contactcentre@kal.org.uk](mailto:contactcentre@kal.org.uk). The documentation can only be accepted from the date of receipt. Any previous monies due will be required to be paid prior to any freeze/cancellation being agreed.

### **Freezing**

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](mailto:contactcentre@kal.org.uk).

- 24. You can only freeze your membership for complete months, between one Direct Debit date and the next.
- 25. Whilst your Membership is frozen, a Direct Debit will not be taken but you must ensure your Direct Debit is still active.
- 26. 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, you will be charged the non-member rate.
- 27. If you cancel your Direct Debit your Membership will no longer be classed as on freeze.
- 28. If you are still within your 9 months contract the number of months that you freeze will be added to the end of your existing contractual agreement.


### **Payment**

29. The price of your Membership will be as set out in your application form.
30. If you pay for your Membership by Direct Debit, your first monthly instalment must be paid on the date specified in your application form. The remaining Direct Debit instalments will then be paid by you on each day of the month specified in your Application Form (or the next working day if this is a Saturday, Sunday, or bank holiday). DFC will collect your direct debit payments on our behalf as our agent.
31. 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.
32. Prebooked activities that are unpaid may be removed without notice or you may be refused access.
33. If you book an activity or a class and fail to attend or cancel without giving the appropriate notice, you may be charged and/or have any advance booking rights removed. We would ask that you notify us 24 hours prior if you are unable to attend. To register your attendance to any class you must swipe your membership card.

### **Events outside of our control**

34. 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.

### **General**

35. Age restrictions may apply. Fitness classes at KALs Sites are for 16 years and over, unless specified.
  36. We operate admission policies in relation to dry side activities and swimming pool access, these form part of the Site Rules and can be found at [www.kal.org.uk/admission](http://www.kal.org.uk/admission).
  37. Members are requested to leave the facilities with enough time to enable you to use the showering and changing facilities if desired and to leave the Site punctually at the time of closing.
  38. All Sites will close at the advertised closing time.
  39. Members / guests are not permitted to bring pets (other than guide dogs) into the Site(s).
  40. You are not permitted to take photographs/videos on the premises or post remarks to the internet that may identify another member.
  41. If we take no action following a breach of this agreement this will not preclude enforcement of the Terms of this agreement at a future date.
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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. We may make minor changes to your Membership and these Terms:
  - a. to reflect changes in relevant laws and regulatory requirements; and
  - b. to implement minor technical adjustments and improvements, for example to address a security threat.
44. 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.
45. These Terms are governed by the laws of England and Wales.

#### **Standards of Behaviour**

46. You will follow any reasonable instructions given by our staff. You will not swear at, or act in any way towards those members/visitors who our staff may consider as offensive, abusive, or inappropriate.
47. You will use all equipment and facilities in the Sites with reasonable care. You will not mistreat any equipment or facilities or use equipment/facilities other than for the purpose for which they are intended. Please put all equipment back to the correct place after use.
48. 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.
49. It is essential that appropriate exercise clothing and shoes are worn whilst exercising. If you choose to wear garments for religious beliefs, which we deem to be unsafe for exercise then we cannot be held responsible for any resulting accident or injury. We ask you to wear clean, tidy, non-offensive gym kit. We don't allow you to train in attire such as jeans, workwear, boots, flip flops or sandals.
50. Smoking (including e-cigarettes) is strictly prohibited in all areas of the gym. Any member found to be in breach of this rule may have their Membership terminated.
51. Members must not cause damage to the premises and/or another member's property. You will be liable for any damage caused to the equipment or facilities through your negligent use.
52. You may not use 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 you from the premises if we reasonably believe you are unfit to use the facilities.
53. You must agree to a Health Commitment Statement before using the site. You are accepting full responsibility that you are in good health and able to use the Sites. You are solely responsible for your own use of the facilities at our Sites.

54. We offer all our members an orientation to instruct you on the safe use of the gym equipment. We strongly advise you to undertake this. This can be booked via reception or online prior to you starting to partake in exercise in one of KAL's Sites. You decline an orientation at your own risk.
55. 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 this.
56. Please refrain from swimming for 48 hours if you have suffered from vomiting and/or diarrhoea.
57. Never enter the pool until a lifeguard is present on poolside.
58. Only plastic drinks bottles are acceptable; glass bottles are not permitted in any area.


### **Group Exercise**

59. Your Membership does not give you a priority over other users or guarantee the availability of activities and facilities.
60. Bookings are taken on a first come, first served basis.
61. Please only book classes that you know you will be attending. Booking spaces "in case" is preventing other customers from attending their preferred classes. You can book and cancel classes via our app.
62. Please 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.
63. We review the viability of all its activities and classes and may add, change, or remove classes as 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.

### **Privacy Policy**

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

### **Lockers**

65. Lockers are provided for you to store your belongings for the duration of your workout. Lockers will be emptied at night and members' items removed to lost property. We cannot be held responsible for any items removed from lockers.
  66. Do not leave items unattended or in an un-locked locker.
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67. We will retain any items removed from lockers for a maximum of 10 days. If you do not collect your belongings within this period, your belongings will be donated to charity.
68. Members are solely responsible for their belongings whilst attending the Sites. We accept no responsibility for any loss or damage to personal property and advise you not to bring valuables into the gym.
69. We will endeavour to return items handed into the lost property; however, we cannot be held responsible for loss or damage; items will be kept for no longer than 10 days.

### **Personal Training**

70. Only approved Personal Trainers are permitted to train members in the Sites. Any member found to be personal training other members will have their Membership terminated without notice.
71. 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.

### **Definitions**

**Application Form:** the online application form completed for each member.


**Membership:** your gym membership which allows you to access and use the Sites as set out in your Application Form and these Terms.

**Sites:** the KAL Sites and University of Huddersfield Sites

**KAL Sites:** such sites as are specified in the Application Form or as notified by us to you as being a KAL Site from time to time, which you are entitled to access and use in accordance with your Membership.

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

**Centre Rules:** the rules of access and use of the facilities at each Centre including but not limited to these are located at each Centre with the facility

- a) Admissions Policy (Dry Side)
  - b) Admission Policy (Pool)
  - c) Sports Hall Rules
  - d) Use of Equipment Policies
  - e) Car Park Policy
  - f) **Terms:** the terms and conditions in this document
  - g) Customer Guidance
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# Health Commitment Statement

For staffed gyms | Year: 2022 | Version: 1.0  
Expires 01/02/2023



We are dedicated to helping you take every opportunity to enjoy the equipment and facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect of each other.

## Relating to COVID-19 when meeting face to face

COVID-19 is highly contagious (it spreads easily). Your health and the health of other gym users is your responsibility.

### Our commitment to you

1. We will take all the relevant government-recommended precautions published online at [www.gov.uk](http://www.gov.uk). These precautions are aimed at reducing the risk of spreading COVID-19.
2. We will carry out a risk assessment and take reasonable steps to both manage social distancing and provide effective infection prevention.
3. We will provide you with information about any changes we put in place, including any rules that we ask you to follow.

### Your commitment to us and other gym users

1. Do not enter the gym if you or anyone in your household has COVID-19 symptoms, or if you should be self-isolating as per the government guidelines, or if you have been contacted by the NHS Track & Trace team.
2. By entering the gym, you accept that even though we have taken the appropriate precautions, you are still at risk of getting COVID-19. Familiarise yourself with the government guidelines published online at [www.gov.uk](http://www.gov.uk) about protecting yourself and others from COVID-19, and follow them.
3. Familiarise yourself with the changes we have made and any rules we ask you to follow, and follow them.

## Relating to exercise

### Our commitment to you

1. We will respect your personal choice, 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 take reasonable steps to make sure that our equipment and facilities are clean and safe for you to use and enjoy for the normal purpose they were intended for. Bear in mind that we are not able to clean or inspect equipment and facilities after each use.
3. We will take reasonable steps to make sure that our staff are qualified to Chartered Institute for the Management of Sport and Physical Activity standards.
4. If you tell us you have a disability that puts you at a substantial disadvantage in terms of accessing our equipment and facilities, we will consider which adjustments, if any, are reasonable for us to make.

### Your commitment to us

1. Do not exercise beyond your own abilities. If you know or are concerned that you have a medical condition that might interfere with you exercising safely, you should get advice from a relevant medical professional before you use our equipment and facilities, and follow it.
2. Make yourself aware of any rules and instructions, including warning notices, and follow them. Exercise carries its own risks. When you are exercising, you are responsible for the risks involved. You should not carry out any activities that you have been told are not suitable for you.
3. Let us know immediately if our equipment or facilities are unsafe to use or if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be someone available who has been trained in first aid.
4. If you have a disability, follow the instructions provided to allow you to exercise safely.