

ASPIRE MEMBERSHIP AGREEMENT

Category of Membership

- 1.0 your membership entitles you to use the Council's sporting facilities that are covered by the Aspire Membership applied for, which includes gymfit / BSS equipment, public swimming, and fitness classes.
- 1.1 Your membership is personal to you. You cannot transfer it to any other person.
- 1.2 Your membership is not dedicated to one site and covers all participating Sport and Active Lifestyles facilities.
- 1.3 All members are required to have their photograph taken to prevent fraudulent use. Wakefield Council hold all personal information under the provision of the Data Protection Act 1998.
- 1.4 As part of your membership, Sport and Active Lifestyles may contact you in reference to services we offer. We do not share information with 3rd parties.

Period of Membership and payment of fees

- 1.1 The annual membership fee is payable in advance. A refund is not available if you choose to cancel the agreement
- 1.2 You may pay by direct debit. This is processed by the Council's bank, which is Barclays Bank, 71 Grey Street, Newcastle Upon Tyne, NE99 1JP
- 1.3 Monthly membership fees will be due on the first working day of each calendar month

Changes to Fees

- 1.1 The council may change your membership fee at any time upon giving 45 days' notice of its intention to do so. The council may give such notice by letter, email, SMS or by notice board information at its sports facilities. Where such change is required to put into effect a change in the VAT rate then this obligation to give prior notice shall not apply.

Suspension of Membership

- 1.1 In exceptional circumstances you can request the Council to suspend your membership e.g., due to injury or illness. However, it is entirely at the Council's discretion whether to allow a suspension.
- 1.2 You will be required to provide written confirmation of your circumstances. If you feel you merit a suspension please contact the Business Support Team to make a request at AspireHealth@wakefield.gov.uk or 01924 307820.

Cancellation of Membership

- 1.1 You may cancel your membership by giving the Council 28 days written notice **after** the initial length of your contract has been fulfilled.
- 1.2 All cancellations should be sent in writing to **Wakefield Council, Sport and Active Lifestyles**, Wakefield One, Burton Street, Wakefield, WF1 2EB. Alternatively, you can email AspireHealth@wakefield.gov.uk
- 1.3 The Council may cancel your membership if:
 - A. You behave in an unacceptable manner towards Council staff or any person in or around the sporting facilities of premises.
 - B. If you do not pay your monthly fee and you fail to respond to correspondence regarding unpaid fees within 30 days of us writing to you. The Council will use all

methods of recovering unpaid membership fees including debt recovery through civil courts where necessary.

1.4 If we give a notice of intention to increase membership fee in accordance with the '**Change of Fees**' clause (above), and your membership fees will increase by more than 10%, you may cancel your membership by giving the council 28 days' notice.

1.5 Membership is continuous and will continue until written notice is given by member of cancellation.

Provision of Service

1.1 The Council will provide swimming and sporting facilities to you in a fit for use condition.

1.2 The Council will provide lockers for your personal belongings, as such property should not be left unattended within the centres.

1.3 The Council will not be responsible for the theft of your personal property from the premises (including lockers).

1.4 In the event of an individual site closure, no concessions will be given.

Changes to this Agreement

1.1 the Council may change the terms of this agreement by giving you 3 months written notice.