

Everybody Active Terms and Conditions

The terms and conditions set out below apply to the Everybody Active membership contract between 'You' being the member names on the applications and Derby County Community Trust from the date set out on the Everybody Active membership.

On purchase of membership types, your initial payment covers all joining costs and administration fees.

There are two membership options and two basic ways to pay:

Yearly membership:

This is a one-off payment of £50 (£25 for those receiving JSA, DLA, ESA or pension – prove of benefit must be shown) which must be paid in advance.

Pay as you go:

Session costs will be charged at £3 per session and £2 for Stadfit. Payment for these sessions must be paid at the session to the instructor.

DEFINITION

Members: A person who holds a current Everybody Active yearly membership card.

Non-Member: A person who can access the programme and does not hold a yearly Everybody Active membership card, but pays as they go.

PRINCIPAL TERMS

This agreement commences once you have indicated your acceptance in the Declaration section of the Everybody Active membership form.

You cannot transfer this agreement to anyone else.

The yearly joining fee will be requested on the day you sign the declaration form – this can be paid directly to the instructor at your first session or can be paid over the phone to Derby County Community Trust by contacting them on 01332 416140.

Pay as you go payments are paid directly to the instructor at the start of each session.

Once payment has been made (yearly or pay as you go) no refund will be available.

Memberships can only be frozen for a minimum of 1 month to a maximum of 3 months, for the following reasons:

- Non-emergency surgery which will prevent an individual from attending any activity.
- Immediate family bereavement.

The minimum age of the person joining must be 16 years old.

Younger family members may attend specific family friendly group exercise classes with their parent or guardian. These classes will be clearly marked on the timetable.

Derby County Community Trust reserve the right to change the activity or session programme at any point.

In order to avoid disturbing classes, you are requested to arrive in good time. Entrance to classes will be barred to anyone arriving five (5) minutes late.

Suitable clothing and footwear must be worn at all sessions.

Your Everybody Active card must not be used by anyone other than yourself. Any card being used by another person other than the authorised member will result in us cancelling the authorised user's membership.

There is a fee of £3 for a replacement of lost, stolen or damaged membership card.

Derby County Community Trust reserves the right to amend the Everybody Active membership offer at any point, participants will be informed of any changes within 14 days.

A booking system is in place for some, but not all, sessions. Once booked onto a session, you may cancel the booking giving a minimum of 24 hours' notice. If you fail to cancel bookings on 3 occasions, you will no longer be able to use the booking system.

Where, in the opinion of an instructor, a class is overcrowded, the instructor may restrict the number of attendees in the class.

You should conduct yourself in a quiet and well-mannered fashion and in a manner, that will not disturb or impair the use and enjoyment of others.

You must comply with all health and safety rules. Derby County Community Trust reserve the right to cancel your membership if you do not comply with these rules and regulations. We may also cancel your membership if you abuse the scheme, abuse staff or other users, or interfere with others.

Derby County Community Trust works in partnership with Derby City Council's Livewell service. Staff from both teams will cross check memberships to ensure clients are active on the Livewell programme and are therefore eligible for a funded place.

Whilst every effort is made to ensure all information contained on the website is accurate and up-to-date, Derby County Community Trust makes no guarantee as to its accuracy, and you accept that any and all use of information obtained from the website is at your own risk.

All information provided by you will be treated in accordance with the Data Protection Act 1998. It will be used for the purpose of managing your membership and according to the communication channels you have opted in to receive. We will inform you of Derby County Community Trust services/activities, inform you about our trusted partner, Derby City Council's Livewell services and we will use your information for reporting purposes within Derby County Community Trust. We will not share your information with any other organisations and it will not be used for any other purpose.

As with any form of exercise there is a risk of injury that may and could occur. By signing the Everybody Active declaration form, you acknowledge that you are happy and fully agree to take part in an exercise routine and have answered all medical questions truthfully. In addition, you are signing the form to agree to take part in any activities at your own risk and Derby County Community Trust will not be liable for any injuries that may occur during any session.

If you have any comments about any aspect of the Everybody Active service, either good or bad, please speak to a member of staff or email community@dcct.co.uk.