

Registration Terms and Conditions

1 The Leisure Centre

- 1.1. The "Leisure Centre" is any Leisure Centre managed by Wiltshire Council or any of its subsidiaries or associated companies ('The Council')
- 1.2. The Council may appoint a third party to manage and operate a Leisure Centre on its behalf ("the Operator").

2 The Council

- 2.1. The Council or the Operator shall manage and operate the leisure centre and deal with all matters in relation to it.
- 2.2. The council offices are located at: Bythesea Road, Trowbridge, Wiltshire, BA14 8JN. Tel: 0300 456 0100 Email: customerservices@wiltshire.gov.uk
- 2.3. If you have any questions about the leisure centres or using the membership or booking services, please contact Leisure Services at: Bythesea Road, Trowbridge, Wiltshire, BA14 8JN. Email: leisureadmin@wiltshire.gov.uk

3 Acceptance of Registration

- 3.1. The decision to accept the application for Registration and/or potential Membership shall be at the sole discretion of the Council or Operator. The Council or Operator reserves the right to verify or require proof of all information given in order to obtain Registration or Membership and any fraudulent or wrongful information given for that purpose could result in the cancellation of all Membership rights and lead to the repayment of all monies due to the Council.
- 3.2. The acceptance by the Council or Operator of an application for Registration or Membership to the leisure centre constitutes a legally binding agreement between you and the Council or Operator. You agree to be bound by the rules and regulations of the Leisure Centre which are in force from time to time.
- 3.3. Registration or Membership are individual and for personal use only. Registration and Memberships may only be used by the registered Member and any fraudulent use of the Registration or Membership by the Member or a person associated with the Member will result in cancellation of that Membership with no refund being made by the Council.
- 3.4. It is your responsibility to ensure that the Leisure Centre has your most up to date contact information, including but not limited to your postal address, email address, phone numbers and any medical details.
- 3.5. You are responsible for maintaining the confidentiality of your unique username and password to access and use LeisureHub, and are fully responsible for all activities carried out under the name of your account, with or without your knowledge. If you knowingly provide your login or account information to a third party, your use of the site may be temporarily suspended or terminated under clause 9. You agree to immediately notify Wiltshire Council of any unauthorised use of your account or password, or any other breach of security.
- 3.6. The Council or Operator will continue to use your details for marketing purposes on expiry of membership for up to one year, unless you request that your details be deleted.
- 3.7. Any debts will be collected via debit/credit card or cheque within 7 days of the charge being made.
- 3.8. You have sole responsibility of your child(ren) when they are not involved in a Council activity. Under 8s should be supervised at all times by a responsible adult (16+) when not participating in an activity.
- 3.9. A Registration does not automatically mean you will be entitled or receive a Registration or Membership card.

4 Privacy and Data Protection Policy

- 4.1. Data Protection Legislation means any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy. Data Controller, Data Processor, Data Subject, and Personal Data take the meaning given in the Data Protection Legislation.
- 4.2. The Council is a Data Controller of Personal Data provided to it for this agreement. The Council shall, where processing Personal Data on your behalf, ensure that it complies with your documented instruction regarding that Personal Data unless the Council is required to do so otherwise by law. The subject matter, duration, nature and purpose of processing, the type of Personal Data and the categories of Data Subjects are set out at clause 4.6.
- 4.3. The Council shall, where processing Personal Data on your behalf:
 - 4.3.1. ensure that any persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation to confidentiality;
 - 4.3.2. take all measures required pursuant to Article 32 of the GDPR;
 - 4.3.3. make available to you all necessary information to demonstrate compliance with the obligations set out in clause 4.2.
- 4.4. The Council will process the information you provide for these terms and conditions in accordance with this clause 4.
- 4.5. As at the date of signature, you consent to the Council appointing a third-party processor (a Data Processor) of Personal Data for this agreement. The third-party processor of Personal Data will enter into a written agreement with the Council incorporating terms which are appropriate to the processing of the Personal Data. The Council will remain fully liable for all acts or omissions of the third-party processor appointed by it.
- 1 Processing your personal data is necessary for the performance of this contract. Wiltshire Council will use your personal data for the purposes of administering your registration or registration for membership (including fees and other sums due to us), vetting people applying for the registration, access control, providing you with services such as maintaining training, fitness, health, competency and diet records, compiling and administering Wiltshire Council databases and internal administration such as training, detection and prevention of crime (for which we do have CCTV monitoring in certain places). We store your personal data in a secure manner within the UK. Where the information is sensitive (for example health and medical details) we take extra care of this information. We will keep your data for 1 year after expiry of your registration. If you have any questions regarding the processing of personal data or you wish to see your personal data please contact informationgovernance@wiltshire.gov.uk or The Corporate Information Team, County Hall, Bythesea Road, Trowbridge, BA14 8JN. A more detailed notice of what we may do with your information, and about your information rights is available at www.wiltshire.gov.uk/leisure-registrations. Any access request may be subject to a fee to meet our costs in providing you with details of the information we hold about you.

5 Limitation of liability

- 5.1. You acknowledge that the Council's and Operators obligations and liabilities in respect of the Leisure Centre are defined in this agreement.
- 5.2. You are responsible for the consequences of any use of any of the facilities of the Leisure Centre. The Council will not be liable for any indirect or consequential loss, damage, costs, expenses, theft or damage to property, whether arising under contract, tort (including negligence) or otherwise.
- 5.3. The Council accepts liability to the extent that it results from the negligence of the Council and its employees for death or personal injury without limit.

6 Physical health of member

- 6.1. You warrant and represent that you are in good health and are not knowingly incapable of engaging in either active or passive exercise. You further warrant that such exercise would not be detrimental to their health, safety, comfort, well-being or physical condition.
- 6.2. Before using any leisure centre facilities you must read and comply with the health and wellbeing verification. Those using the Fitness Studios you will be required to sign the health and wellbeing verification statement prior to using the facilities
- 6.3. If you will be using the Fitness Studio you must partake in an induction by a Wiltshire Council member of staff prior to your first solo use.
- 6.4. You may be refused access to the Leisure Centre if the Council or Operator consider the use of such facilities could put your health at risk.

7 Assignment

- 7.1. The Council may assign the benefit of these terms and conditions to a third party on similar terms and conditions without notice being served upon the member to that effect.

8 Expulsion or termination by the Council

- 8.1. The Council or Operator may expel members or may terminate the Registration of any member:
 - 8.1.1. Without notice and with immediate effect if the member's conduct, whether or not such conduct is the subject of a complaint by another member or group of members, is such that in the reasonable opinion of the Council, it may be injurious to the character, name or interests of the Leisure Centre or is such that it renders the member unfit to associate with other members of the Leisure Centre.
 - 8.1.2. Forthwith and without notice if the member shall have committed any breach of these terms and conditions or of the rules, bylaws and regulations of the Leisure Centre which are in force from time to time.
 - 8.1.3. Upon not less than thirty days' notice in writing if the Council is of the opinion that the member is not a suitable individual for continuous Registration of the Leisure Centre.
 - 8.1.4. Lapses in Registration/Membership/Course payment or any debts may result in the member not being allowed to use the Leisure Centre facilities until payment is made.
 - 8.1.5. If the registration is an age category registration it will automatically expire following this age (Junior, Young Adult, Student)
- 8.2. A member whose Registration is terminated by the Council shall forfeit all privileges of Registration with immediate effect without an entitlement to any claim for any refund of any fees. On termination of their Registration, the member shall immediately return any Registration or Membership card they may have been provided.

9 Leisure Centre facilities

- 9.1. Certain categories of Registration and Membership do not include all the Leisure Centre's services and facilities. Services and facilities not included may be provided at an additional charge at the Council's discretion.
- 9.2. The Council or Operator reserves the right to make reasonable alterations to the type of facilities and services (part or full) provided without notice.
- 9.3. The Council or Operator shall not be liable for any inconvenience caused by building works and for the provision of essential maintenance services.

- 9.4. If an unplanned closure occurs at a facility or centre for more than 7 consecutive days, refunds and membership extensions ('adjustments') may be authorised at the discretion of the Council. No adjustments or refunds will be made to account for closure on bank holidays or removal of facilities or services.

10 Hours of opening

- 10.1. The Leisure Centres' normal hours of operation and the hours in which any facilities within the Leisure Centre are accessible to members are available from the Council or the Operator upon request. Such hours may be lengthened or shortened at the absolute discretion of the Council or Operator with or without any prior notice being given to members. The Council or Operator shall endeavour to give members reasonable notice of change to such hours. No adjustments will be made to account for closure on bank holidays.
- 10.2. On occasions when necessary maintenance is required, the Leisure Centre may be closed, for which members will be given at least fourteen days prior notice of any such closure. There may be other reasons beyond the Council's control that may result in the closure of the Leisure Centres without notice. Where services offered have been disrupted or compromised for longer than 7 days refunds and membership extensions ('adjustments') may be authorised. Refer to the cancellations and refund policy.
- 10.3. The Council or Operator may at times set aside facilities for tournaments, exhibitions and other events/social activities and the Council will endeavour to give members reasonable notice of these activities, however no adjustments or refunds are available for such events.

11 Changes

- 11.1. The Council or Operator may change these terms and conditions from time to time. When changes are introduced you will be given reasonable notice of the planned changes.
- 11.2. The Council or Operator reserves the right to change the charges at any time.

12 Governing law and jurisdiction of the Courts

- 12.1. This agreement shall be governed by and construed in accordance with English Law and the parties hereby agree to submit any disputes to the exclusive jurisdiction of the English Courts.
- 12.2. These terms and conditions do not create any right enforceable by any person who is not a party to them ('the third party') under the Contracts (Rights of Third Parties) Act 1999.