

## Livewell Membership Terms and Conditions

**We know that our clients are more likely to succeed if they have the support of family and friends.**

That's why we allow you to take a 'buddy' and/or your children to Livewell activities for free and to others at a discounted rate.



### Your Move Plan

- Your advisor will create a personal plan that takes into account your health, fitness and family situation. It will include every day activity, walking and Livewell activities.
- Take an adult companion (age 17 or above) and/or your children for free to Livewell activities and at a discounted rate for leisure centre activities.
- Activities are dependent on your medical situation but could include Livewell community sessions and swimming from the start.
- Your membership will be upgraded to include either gym or group exercise once you have attended 10 Livewell activities and recorded them on your Commitment Card (includes Lose Weight Feel Great, Health Hub drop-ins and Livewell activities/health walks). Non-Livewell activities and swimming are not included.
- Completed Commitment Cards must be handed in at a Livewell Health Hub drop-in or at a review appointment where they will be checked by our team before the upgrade is issued.
- If you have not taken part in the Lose Weight Feel Great course, Health Hub drop-ins or any Livewell activities by the 12<sup>th</sup> week of your Livewell programme, you will be discharged and your membership will be cancelled.

### Conditions apply

1. Only activities on the personal move plan can be accessed for free by Livewell clients as this has been prescribed as safe. If a client insists on doing a non-registered activity, then they do so at their own risk and pay the appropriate charge.
2. Any activity delivered by Livewell is free of charge for the Livewell client and their buddy and/or nominated child(ren).
3. Any activity which is provided to the client and their child(ren) must be age appropriate. For group exercise classes child(ren) need to be 14 years old.
4. Time restrictions apply to the gym at Springwood Leisure Centre and Derby Arena. From Monday to Friday Livewell clients can access the gym with their Livewell card from the facilities' opening until 3.15pm and then from 7.30pm until the facilities close. Any use outside of these restrictions will incur the appropriate charge.
5. Use of the gym at Queen's Leisure Centre has no time restrictions, only the opening and closing times.
6. There are no time restrictions at weekends for using the gym at Derby Arena, Springwood and Queen's Leisure Centres.
7. The nominated buddy, including children will be able to access the same activities with the Livewell client at the discounted rate in line with the Derby Leisure Card prices.
8. The nominated buddy must take part in the same activity as the Livewell client to receive the discount.
9. If the dependent nominated children of the Livewell client are aged 12 or over they can use the gym with their parents/guardian (following an induction) at the Leisure Card discounted rate or join The Movement and pay £1.10 during Movement gym opening times.
10. Racket sports are not included in the Livewell membership. A discounted charge applies for these activities.

**Full terms and conditions are listed on the next page....**

## Full Livewell Membership Terms and Conditions

The terms and conditions set out below apply to the Livewell membership contract between 'You,' 'Your', 'client', being the member named on the application and 'Us,' 'the Council' being Derby City Council, The Council House, Corporations Street, Derby, DE1 2FS from the date set out on the Livewell membership agreement.

1. The minimum age of the Livewell client must be 18 years.
2. The offer is open to all Livewell clients regardless of their start date on the programme.
3. A child is anyone aged 16 or under. Adults are defined as anyone aged 17 or over.
4. Offer only open to Livewell clients and one other adult and up to four dependent children.
5. Only the individuals linked to the Livewell card can attend sessions with the Livewell client.
6. The adult buddy and child(ren) of the Livewell client cannot gain discounted entry to activities without the Livewell client.
7. Livewell clients can use the Livewell card to obtain free entry without their adult buddy and/or children to activities.
8. Swim Derby swimming lessons, school holiday activities and coaching courses for children are not included in the Livewell offer.
9. A Livewell client can only book group exercise classes on the day of that activity.
10. You may cancel a booked activity, giving a minimum of 24 hours' notice. However, if you cancel with less than 24 hours' notice and we cannot re-let the activity, you will be charged the booking amount. Further activities cannot be pre-booked until the debt is paid.
11. You must give at least 24 hours notice of non-attendance, if less this is noted as a DNA (did not attend). On the third occasion the client will be removed from the programme.
12. At the end of the funded 12 month period, Livewell clients can get a reduced rate on gym, swim and group exercise for a maximum of 12 months.
13. Derby City Council reserves the right to change the activity or session programme at any point.
14. The activity and facility staff reserve the right to refuse entry if the Livewell card is misused.

### General conditions

15. You must show your Livewell card, or use the fast track kiosk at the sports centre or pool reception before you take part in any activity or attend any appointment and every time you use leisure facilities, otherwise we will charge the standard casual rate. Please retain your receipt.
16. Your Livewell membership does not give you priority over other users or guarantee the availability of facilities.
17. Children aged under eight (8) must be accompanied by a responsible adult aged 16 or over at all times.
18. If you lose or damage your card, we will charge you £2 for a replacement.
19. Your Livewell 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.
20. You must comply with Derby City Council's Sports Centres Regulations and Swimming Pool byelaws, rules of behaviour, safety rules and any byelaws relevant to any facility you use. We always display these prominently at each facility. The Council reserves the right to cancel your membership if you do not comply with these rules, regulations or byelaws. We may also cancel your membership if you abuse the scheme, abuse our staff or other users, or interfere with others' use and enjoyment of the facility. Except in the most serious cases, we will tell you if we propose to cancel your membership and give you the chance to comment.
21. All information provided by you will be treated in accordance with the Data Protection Act 1998.
22. The Council reserves the right to amend the Livewell membership offer at any point, clients will be informed of any changes within 14 days.
23. All activity price changes will be in line with the Council's pricing reviews.
24. If you have any comments about any aspect of the Livewell service, either good or bad, please speak to a member of staff, use a comment form available from the Leisure Centre reception or email [livewell@derby.gov.uk](mailto:livewell@derby.gov.uk)