Be Well - TERMS AND CONDITIONS OF MEMBERSHIP

Welcome to your Be Well membership.

The terms and conditions are structured to provide a set of general terms and conditions that are applicable across all memberships alongside membership specific terms and conditions pertinent to the individual membership package offered by Be Well

General terms and conditions applicable to all membership types

Your membership is governed by these terms and conditions (the "Terms"). You should therefore read these Terms carefully before you become a member as they explain your and our legal rights and also contain important information about our contract with you.

Your completion of the sign-up process constitutes your acceptance of these Terms. If you are not prepared to accept these Terms, you should not complete sign up and should not use our service in any manner. Further, (for new and current Members) your continued access and use of our services constitutes your acceptance of these Terms.

References to we, our or us in this privacy policy are to Wigan Council (trading as Be Well).

References to you, or your, are to the Member.

1.0 **ABOUT US**

Be Well is a part of Wigan Borough Council.

If you would like to contact us, for example if you have any questions about your membership, you should contact us at memberships@bewellwigan.org or by phone 01942 828535

2.0 **DEFINITIONS**

2.1. The following definitions shall apply to these Terms.

Direct Debit means the payment agreement with your bank for payment of your Monthly Fees.

Initial Membership Period means the period associated with the type of Membership, as outlined in clause 13.1 calculated from the date of sign-up.

Joining Fee means an initial one-off fee payable for your membership fee.

Leisure Centre means one of Leigh Leisure Centre, Robin Park Leisure Centre, Ashton Leisure Centre, Standish Leisure Centre, Wigan Life Centre, Hindley Pool & Leisure Centre and Howe Bridge Leisure Centre

Member means you or another Leisure Centre user, as the context dictates ("Membership" shall be construed accordingly).

Monthly Fee means the monthly fee payable by a Member in relation to the corresponding Membership type.

Physical Activity Readiness Questionnaire means the declaration of health and fitness you are required to complete as part of your consultation process.

Privacy Policy means the Council's policy which can be found at Be Well Privacy Notice as amended from time to time.

Pro rata fee means an initial one-off fee payable for your Membership type calculated from the date of joining to the first direct debit collection date.

Promotional Code means any promotional or introductory rate which we agree can be applied to your Membership.

Rules means our rules for using the Leisure Centres clearly displayed in Leisure Centres as amended from time to time.

3.0 **JOINING**

3.1 You can complete the sign-up process either online or at a Leisure Centre. Please make sure that the details that you provide to us about yourself are complete and accurate.

3.2 At sign-up you will pay the initial pro rata fee and any Promotional Code must be applied at this point. It is at the point where you pay the pro rata fee that a contract is formed between you and us ("Contract").

3.3 Upon completion of the sign-up process, you will receive a confirmation email from us, containing information on how to download our App, and your Membership starts immediately.

4.0 **ACCOUNT CREATION**

4.1 On joining Be Well, a unique account shall be created solely for your use and you must not let any other member or non-member use your account to access a Leisure Centre.

4.2 You are responsible for always keeping your account secure.

4.3 In the interests of the safety and security of all our members, use of accounts is monitored, and individuals may be asked to provide proof of identification.

4.4 If we have reasonable grounds for believing that you knowingly provided your account details to another individual or allowed unauthorised entry following your entry to the gym (e.g. tailgating), we may hold you responsible for the conduct of such individual(s) while at such Leisure Centre and liable for any loss we suffer as a consequence of that conduct.

5.0 **PAYMENT**

5.1 Upon sign-up you agree to pay the Joining Fee (if charged), pro rata fee along with the first Monthly Fee upfront and commit to Direct Debits for further Monthly Fees for each month in your Initial Membership Period.

5.2 You must inform us of a Promotional Code on sign up. You agree to pay the Promotional Code rate applicable to your Joining Fee, Pro rata fee and/or Monthly Fee for the period of that Promotional Code. After that period has ended, we can then debit the normal Monthly Fee in respect of following months until your Membership is ended.

5.3 We will continue to debit all Monthly Fees even if you do not attend a Leisure Centre and/or if there are circumstances which affect access to and use of the Leisure Centre. Other than during an emergency, where there are occasions when we must close all, or certain parts, of the Leisure Centre we will provide reasonable notice in advance and will use reasonable endeavours to ensure that such closures are during quiet periods.

5.4 If any payment due from you is not received or a Direct Debit is not honoured for any reason, you must pay us an administration fee of £10 which will be added as a debt to your account. Access to our booking system and facilities will be suspended immediately following notification that the direct debit has not been collected.

5.5 We may change the Monthly Fee at any time by providing you with at least 2 weeks' notice. You can cancel your Membership within this 2-week period as long as you have met your minimum contractual length, but if you do not, we will automatically apply the updated Monthly Fee.

5.6 All membership subscription fees may be increased in line with our annual fees and charges review in April each year.

5.7 If your initial Monthly Fee was part of any offer or Promotional Code, your Monthly Fee will be charged at the agreed promotional period and will then automatically change to the regular Monthly Fee at the end of the promotional/offer period.

5.8 If you fail to pay any amount due under this Contract for a period of more than 30 days, then we may pass this debt to a third-party collection agency for collection. All reasonable costs incurred in the collection of this debt (including tracing you) by the collection agency shall be borne by you.

5.9 We reserve the right to end any promotion and/or Promotional Code without warning at any time.

5.10 You may only have access to, and use of, the facilities if all your payments to us are not in arrears.

6.0 **MEMBERSHIP PAYMENT BREAK**

6.1 You can request to freeze your Membership payments at any time, for any reason, for a minimum of 1 month, providing you give 14 days' notice. You can apply for a payment break on the Membership for up to 6 months (the "Freeze Period"). You may only request 1 Freeze Period in any 6-month period.

6.2 Any payment breaks applied do not contribute towards your initial membership period.

6.3 A payment break can be requested following one successful direct debit payment on your membership and can be done so by contacting memberships via email at memberships@bewellwigan.org or alternatively in writing at your local leisure centre.

7.0 **CANCELLATION PERIOD**

7.1 If you sign up to a Membership online, you have the right to cancel this Contract within 14 days of completing your sign-up process without giving any reason. (each 14-day period is a "Cancellation Period"). You must send your cancellation request before the relevant Cancellation Period expires.

7.2 Only accounts that are fully up to date are eligible for cancellation as long as all other terms are met. All outstanding payments on your account must be paid before a cancellation can be processed.

7.3 If you cancel within the Cancellation Period, then we will refund you the Joining Fee, pro rata and any other Membership Fees you may have paid and your free access to our facilities will end minus the charge associated with the actual use of the centre during the cancellation period calculated on a pro rata basis. The Technogym key/band charge is non-refundable. Should a direct debit payment be made within the Cancellation Period, then Wigan Council's refund procedure will need to be followed

7.4 After the Cancellation Period expires, you may only cancel this Contract for those reasons detailed in paragraph 8.

8.0 **CONTRACT TERMINATION BY YOU**

8.1 Subject to clause 8.3, this Contract cannot be cancelled during the Initial Membership Period. A contract may be cancelled following the Initial Term by you giving us 30 days' notice in writing to either the Leisure Centre at which you signed up, via email to memberships@bewellwigan.org or by completing our cancellation request form Membership cancellation.

8.2 Your final direct debit payment once taken covers a full month of membership. There will be no reduction of the final direct debit fee if the membership is not used for the full final month.

8.3 In addition to the above, we may agree for you to terminate this contract in the event that:

a. we have persistently failed to maintain the standard of service, you would reasonably expect.
b. has unreasonably altered the operating hours of the service, and this has had a detrimental impact on your ability to access the privileges afforded by your Membership.
c. you have developed a medical condition which prevents you for using you Membership on an ongoing basis. (in such circumstances an appropriate medical practitioner must provide written evidence).
d. you have moved away from the area by a distance which we consider, at our sole discretion, to be too far to travel to the services for regular use. Evidence will be required.
e. you lose your employment and are unable to keep up the repayments as a result. You must produce documentary evidence and initially we will suspend payments for two months, and review with you your financial situation thereafter.

9.0 **FACILITIES**

9.1 You are only entitled to use the facilities outlined in your membership package.

9.2 You are required to pay additional charges to use certain other facilities/activities within the Leisure Centre(s).

9.3 Leisure Centres may open/close earlier on public holidays. Facilities may also close for special events. Notices will be displayed in the centre in advance notifying customers of any changes. No refunds will be given for these periods.

9.4 We may change Leisure Centre opening times or withdraw any of the facilities at any time if we need them for events, tournament, exhibitions, or other special activities.

9.5 We may need to close a facility or part of it for repair/refurbishment on the grounds of health and safety or improving customer service. This may result in the cancellation of classes, sessions, lessons or accessibility to our facilities. In these circumstances we will endeavour to display cancellation information giving as much notice as possible. And if possible, we will arrange alternative facilities during a period of closure.

9.6 Wigan Council management reserves the right to change the activity programme. Prior notice in regard to cancellations/new sessions will be displayed within our centres and online.

9.7 Your membership does not give you priority over other users or guarantee the availability of facilities.

9.8 As a member using our group exercise and sports facilities we operate a three strike rule, in which members who do not cancel their booking within an hour before a class is due to start receive a failure to cancel communication and count towards your Three Strike record. Failure to attend three times within a 4-week rolling period will result in your online booking privileges being suspended for a period of two weeks. Failure to attend a booked activity, or cancelling less than one hour before the scheduled start time, on three occasions within a rolling four-week period will result in your online booking privileges being suspended for two weeks. During this suspension period, you will be unable to make bookings online. However, you will still be able to book activities at Reception on the day of the class, subject to availability. Once the two-week suspension period has ended, your online booking access will be automatically reinstated.

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10.0 **LIMITS OF OUR RESPONSIBILITY**

10.1 Subject to 10.2, we are not responsible to you for the following types of loss or damage:

a. any of a kind that is not reasonably foreseeable.

b. which results from you misusing the Leisure Centres, their equipment, or your Membership; or

c. from any events which are beyond our reasonable control.

10.2 Nothing in this Contract is intended to limit or exclude our liability for death or personal injury caused by negligence or the negligence of our employees, fraud, or fraudulent misrepresentation, or otherwise where we are not permitted to limit or exclude our liability by English law.

11 **YOUR PERSONAL INFORMATION**

11.1 When you contact us providing your details and/or during your use of the Membership, we may gather information about you and your visit to the Leisure Centre(s) or facilities Information about this can be found in our Privacy Policy which forms part of the Contract.

11.2 For Direct Debit payment and collection purposes you agree that your personal information will be processed by Wigan Council in association with Gladstone and Paygate.

11.3 We do not, and will not, sell any of your information to any third party, including your name, address, email address or credit card information.

11.4 When agreeing to these Terms and using any Leisure Centre, you consent to your image being recorded by 24-hour CCTV for security purposes and reviewed by our employees in line with Wigan Council's policy.

12.0 **GENERAL TERMS**

12.1 The Contract will be between you and us. No other person shall have any right to enforce any of its terms.

12.2 We may assign or otherwise transfer the benefit or burden of this Contract without your prior written consent. You may not transfer this Contract to anyone else.

12.3 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.4 These Terms are governed by English law, and you can bring legal proceedings in respect of the any disputes arising out of or in connection with your Membership in the English courts.

12.5 You are responsible for providing us with any changes to your details including change of name and address immediately upon the changes occurring. If you fail to inform us of this change in your details, we may, at our discretion suspend your Membership or cancel it.

13. INITITAL MEMBERHSIP PERIOD

13.1 The minimum number of payments associated with each Membership package is set out in the table below.

Membership package	**Initial Periods - Minimum number of months/payments**
Adult Fitness D D (Be Well Fitness Membership)	12
Adult Fitness Flex D D (Be Well Fitness Membership)	3
Joint Fitness D D (Be Well Fitness Membership)	12
Disc. Fitness D D (Be Well Fitness Membership)	12
Disc. Fitness Flex D D (Be Well Fitness Membership)	3

Junior Fitness 11-15 D D	3
Junior Fitness 3-10 D D	3
Junior Carer Fitness D D	3
Senior Swim D D	12
Well @ Work D D	12
Student Fitness D D	3
Corporate Fitness D D	12
Swim Lessons Stage 1 – 7 D D	3
Swim Lessons Stage 8+ D D	3
Swim Squad National Development D D	3
Swim Squad Age Group Performance D D	3
Swim Squad Age Group Development D D	3
Swim Squad Junior Development D D	3
Gymnastics Recreational D D	3
Gymnastics Squad D D	3
Tennis Recreational D D	3
Tennis Development D D	3
Golf Adult 7 Day D D	12
Golf Adult 5 Day D D	12
Golf Junior 7 Day D D	12

13.2 Promotional Codes do not apply to existing Members.

14 Terms specific to Be Well Fitness Memberships.

14.1 The Membership will run for the Initial Term and will continue beyond the Initial Term unless you give us notice to end your Membership in accordance with clause 8.

14.2 A “consultation 60” or “consultation 30” is required (booked online) before use of the Leisure Centres. This includes satisfactory completion of the Physical Activity Readiness Questionnaire and the undertaking of an appropriate workout (“Consultation”).

14.3 You must ensure that all the details provided when you sign up and on your Consultation are true and correct. We reserve the right to refuse and/or cancel your Membership if we reasonably believe that the information you have provided is incorrect and/or false.

14.4 In order to become a member you must:

a) be at least 11 years old.

b) confirm you will abide by the Rules; and

c) have undertaken a Consultation part of which includes the completion of a physical activity readiness questionnaire.

14. 5 An additional charge may be required for sites that operate technology solutions, for example to purchase a key or band that facilitates access to the gym equipment. The charges are subject to review as part of our annual fees and charges process and will be published within the Leisure Centres.

14.6 If, after completing the Physical Activity Readiness Questionnaire, we consider that your health may be affected in any way by the use of our facilities, you may be advised to attend a Consultation with one of our “Be Well Coaches” to develop a specific programme suited to your needs.

14.7 Junior Fitness Memberships cease immediately for any children who no longer qualify for the junior membership due to their age, they must transfer to an adult membership if they wish to continue membership of the facility. Please refer to specific centre information for age restrictions

14.8 Appropriate proof will be required from any Member in order to establish eligibility for a discounted Membership Should appropriate evidence of eligibility not be provided 4 weeks from the joining date, then Wigan Council may upgrade your Membership to the peak membership rate prevailing at that time.

14.9 Eligibility for discounted Memberships may be reviewed upon renewal or at any time during the Membership period. Any necessary subscription amendments will be made after giving 5 days’ notice in writing before the changes take place. The Member must present valid evidence for discounted membership at the time of sign up, and this evidence will be reviewed annually. Should the evidence be insufficient the discounted membership may be revoked and the subscription will be amended to the full price after giving 5 days’ notice in writing.

14.10 For Junior Be Well Fitness Memberships, the Member must be the correct age for each Membership type at the time of joining. Proof in the form of a birth certificate or passport should be provided if the member is not a part of the Be Well Wigan scheme already. Should the member change age during the lifetime of the membership which results in a change in membership type Wigan Council will amend the membership access to incorporate these new changes and will amend the price to suit the new category. Any necessary subscription amendments will be made after giving 5 days’ notice in writing prior to the changes taking place.

14.11 For Student Memberships, the member must be in full time education or a full-time apprentice. Proof shall be provided upon demand in the form of a letter from college or learning institute (in which it shows the member is studying full time or is in a full-time

apprenticeship scheme) as well as photographic ID (Student card/driving licence/Passport).

14.12 For Joint membership, customers must both live at the same address. Proof shall be provided upon demand in the form of a utility bill, bank statement, driving licence, credit/store card statement, council tax or mortgage letter.

14.13 For Corporate memberships, the member must be currently working at a company in receipt of corporate discount with Wigan Council. Please check with the membership team or preferred Leisure Centre. Proof shall be provided upon demand in the form of a recent payslip (last 3 months)

14.14 For Well at Work memberships, the member must be a paid employee of Wigan Council. Proof shall be provided upon demand in the form of a recent payslip (within the last 3 months).

14.15 To use the gym equipment, you are required to set up a "Mywellness account" (or such other account as may be directed from time to time). The data that you enter is stored on behalf of the Council by Technogym (or such other partner as you may be informed of from time to time) and is used to record your activities within the gym. By signing this agreement, you agree to sign up for a Mywellness account.

14.16 You can cancel your Mywellness account at any time, but in doing so, you will not be able to use the equipment at the specified Leisure Centres.

14.17 By signing up to a MyWellness account you are agreeing to allow Technogym (or such other partner as you may be informed of from time to time) to process the below information:

- Your ordinary personal data (contact details, email address).
- Personal details belonging to special categories, specifically: data about your health which is necessary for the provision and proper functioning of the My Wellness Service.
- Details of your geographical location

14.18 Members under the age of 16 (minors) may only register for/use the MyWellness account under the supervision of the person holding parental authority over them (parents or guardians).

14.19 The Council (via its contractors, Technogym, or any other third party) shall not knowingly collect any information or data on minors and does not allow them to register without parental consent. If the Council or Technogym discovers that any data collected in the Database relates to a Minor and that it was collected without valid Parental Consent, it will be deleted at the earliest opportunity practicable. More information can be found at www.mywellness.com.

Terms specific to Be Well Learn to Swim memberships.

15.1 The Membership will run for the Initial Terms and will continue beyond the Initial Term unless you give us notice to end your Membership in accordance with clause 8.

15.2 We currently run a 50-week Learn to Swim programme. Lessons continue during all school and bank holidays, with the exception of a 2-week break over the Christmas period. We will give you advance notice of the Christmas break and any changes to lesson times affected by building operating hours. Look out for notices on these when you attend lessons.

15.3 When a lesson is cancelled, no alterations to your monthly payment will be made as this has been factored into the Monthly Fee. Your child will continue to access free casual swimming at any of the Leisure Centres with pools. If lessons are affected for a continuous period of more than two consecutive weeks you will be entitled to a pro-rata refund in respect of the period of unavailability

15.4 If your child is unable to attend swimming lessons due to injury or illness a pro-rata refund payment would be made for any injury or illness supported by a doctor's note that prevents your child from attending lessons for a period longer than two weeks. This must be requested at the beginning of your child's illness/injury.

15.5 Subject to availability you may change the day / time of my child's lesson. If a convenient day / time cannot be arranged immediately you will be placed on a priority waiting list and contacted when a space becomes available.

15.6 Free swimming is included on all our direct debit Memberships. Swimming is available during public sessions only. Please refer to the individual Leisure Centres for opening times.

15.7 Should you wish to freeze your membership pursuant to clause 6 your place within the programme will be removed and reinstated upon reactivation of your Membership payments. We will endeavour to provide a place at the same venue on a similar date and time however this is subject to availability. A payment break fee may be applicable should you wish for your child to remain in their selected class for a maximum of one month.

Terms specific to Be Well Tennis memberships.

16.1 The Membership will run for the Initial Term and will continue beyond the Initial Term unless you give us notice to end your Membership in accordance with clause 8

16.2 We currently run a 50-tennis programme. Lessons continue during all school and bank holidays, with the exception of a 2-week break over the Christmas period. We will give you advance notice of the Christmas break and any changes to lesson times affected by building operating hours.

16.3 When a lesson is cancelled no alterations to your monthly payment will be made as this has been factored into the Monthly Fee. If lessons are affected for a continuous period of more than two consecutive weeks you will be entitled to a pro-rata refund in respect of the period of unavailability

16.4 If your child is unable to attend tennis lessons due to injury or illness a pro-rata refund payment would be made for any injury or illness supported by a doctor's note that prevents your child from attending lessons for a period longer than two weeks. This must be requested at the beginning of your child's illness/injury.

16.5 Subject to availability you may change the day / time of my child's lesson. If a convenient day / time cannot be arranged immediately you will be placed on a priority waiting list and contacted as soon as a space becomes available.

16.6 As your child progresses through the stages within the programme the cost of the membership will increase in line with the number of hours assigned to the membership option per week. The increase will be advised at the point in time in which your child meets the required competencies and is eligible to move into the next stage.

16.7 Should you wish to freeze your Membership in pursuant to clause 6 your place within the programme will be removed and reinstated upon reactivation of your Monthly Fee. We will endeavour to provide a place at the same venue on a similar date and time however this is subject to availability. A payment break fee may be applicable should you wish for your child to remain in their selected class for a maximum of one month.

Terms specific to Be Well Gymnastics memberships.

17.1 The Monthly membership will run for the Initial Terms and will continue beyond the Initial Term unless you give us notice to end your Membership in accordance with clause 8.

17.2 We currently run a 50-week gymnastics programme. Lessons continue during all school and bank holidays, with the exception of a 2 week break over the Christmas period. We will give you advance notice of the Christmas break and any changes to lesson times affected by building operating hours.

17.3 When a lesson is cancelled no alterations to your monthly payment will be made as this has been factored into the Monthly Fee. If lessons are affected for a continuous period of more than two consecutive weeks you will be entitled to a pro-rata refund in respect of the period of unavailability

17.4 If your child is unable to attend gymnastic lessons due to injury or illness a pro-rata refund payment would be made for any injury or illness supported by a doctor's note that prevents your child from attending lessons for a period longer than two weeks. This must be requested at the beginning of your child's illness/injury.

17.5 Subject to availability you may change the day / time of my child's lesson. If a convenient day / time cannot be arranged immediately you will be placed on a priority waiting list and contacted as soon as a space becomes available.

17.6 As your child progresses through the stages within the programme the cost of the membership will increase in line with the number of hours assigned to the membership option per week. The increase will be advised at the point in time in which your child meets the required competencies and is eligible to move into the next stage.

17.7 Should you wish to freeze your Membership in pursuant to clause 6 your place within the programme will be removed and reinstated upon reactivation of your Monthly Fee. We will endeavour to provide a place at the same venue on a similar date and time however this is subject to availability. A payment break fee may be applicable should you wish for your child to remain in their selected class for a maximum of one month.

Terms specific to Be Well Golf memberships.

18.1 The membership will run for the Initial Terms and will continue beyond the Initial Term unless you give us notice to end your Membership in accordance with clause 8.

18.2 The membership excludes access to the competitions organised through our partner golf clubs at Haigh and Pennington. The golf club membership for competitions, is a separate arrangement with the respective golf clubs. Contact details below.

- Haigh Hall Golf Club (www.haighhall-golfclub.co.uk)
- Pennington Golf Club (www.penningtongolfclub.co.uk)

18.4 The golf season ticket is valid for unlimited golf at Haigh Hall and Pennington 7 days (or 5 days for the 5-day membership) a week within the advertised opening times of the facility. Pennington Golf Course subject to seasonal opening/closing times. Anticipate that Pennington Golf course will be closed in the months December through to March each year. Although this may be subject to change.

18.5 For exclusive Pennington Golf Course users a payment break can be applied for by contacting the memberships team on memberships@bewellwigan.org

18.6 Membership includes free parking at Haigh and at Pennington. Parking at the venues when visiting for non-golf related activity is chargeable. Your access to free parking will be removed should you fail to make the required direct debit payment or cancel your membership.

18.7 Members are registered with the preferred golf booking platform to facilitate the booking of tee times. Members receive priority booking, you can add your playing partners, members, or guests to your booking if you wish. The golf booking platform account will be removed if the membership is cancelled, frozen or suspended.

18.8 At Haigh and Pennington we reserve the right to restrict single players booking a tee time on weekends before 12.00 noon to ensure sufficient tee times are available at peak times.

18.9 At Haigh and Pennington we provide a guest booking option for members who book for a paying guest. This is available online only through the preferred golf booking system and can be withdrawn at the discretion of the Council. The discounted rate is not available for bookings made at the venue.

18.10 Be Well Golf Members must book onto the booking platform and check in at the Visitor Centre Reception before accessing the course to play. If booking before the opening of the Visitor Centre Reception opening time, members must check in to register their visit on exiting the course.

18.11 Junior members can play unaccompanied from age 13 years or above. Below this age they must be accompanied by a responsible adult (aged 16 years or above).

Promotional codes

19.1 You must inform us of a Promotional Code on sign up. You agree to pay the Promotional Code rate applicable to your Joining Fee, Pro rata fee and/or Monthly Fee for the period of that Promotional Code. After that period has ended, we can then debit the normal Monthly Fee in respect of following months until your Membership is ended.

19.2 If your initial Monthly Fee was part of any offer or Promotional Code, your Monthly Fee will be charged at the agreed promotional period and will then automatically change to the regular Monthly Fee at the end of the promotional/offer period.

19.3 We reserve the right to end any promotion and/or Promotional Code without warning at any time.

19.4 Promotional Codes do not apply to existing Members.

19.5 The 'Refer a Friend' promotion applies to Be Well members who have joined on either a 3 or 12 month minimum payment direct debit contract or have purchased a 12 month annual pass.

19.6 Upon submitting a refer a friend application, the member (those who have a live direct debit or annual pass) is consenting that they have provided details of the referee who would consent to be contacted by a member of the Be Well team, in relation to this offer only.

19.7 For all successful submissions both the member and the referee will receive one month at no charge on their membership (as a complimentary month which does not equivalate to their contractual agreement length), once the initial first direct debit has been successfully taken by the referee.

19.8 Should a member refer more than 6 people at one point in time, a payment must be taken in month 7, but the additional referrals will be applied after this payment is made.

19.9 The complimentary month for both member and referee will occur with the first 3 months of the referee joining and paying. Notification via email will confirm the dates of the complimentary month will be issued upon receipt of the referee making their first payment.

19.10 The complimentary month shall only be applied should the account not be in arrears.

19.11 Promotional offers cannot be combined.

19.12 Any complimentary months issued on any promotional scheme, do not contribute to the minimum payment term entered into unless otherwise stated.