

## Membership Scheme - Terms & Conditions

### 1. THE CENTRE

“SCLC”: Stocksbridge Community Leisure Centre. A Company Limited by Guarantee with Charitable Status Company No. 08413664 Charity No. 1153527.

“SCLC Rules”: the rules and regulations governing the use of SCLC.

“SCLC”, “us”, “we” and “our”: Stocksbridge Community Leisure Centre including all volunteer and paid staff.

“Member” and “you”: people who accept to become members at SCLC, being aged 18. Members aged from 12 to 18 years must have parental consent for membership.

“PAR Questionnaire”: Physical Activity Readiness Questionnaire completed by you.

“Minimum Term”: The minimum period, during which your membership will last as specified in the Membership Application Form.

“Scheme”: the membership scheme run by SCLC which you have agreed to join, as referred to in the Membership Application Form.

### 2. MEMBERSHIP

(a) On completing your membership application, you are committing to payment of the minimum term (100% of 1 or 3 month memberships and 50% of 6 or 12 month memberships.

(b) Membership fees will continue to be taken using the card details provided at initial membership. You should notify us if your card details change.

(c) Membership will automatically renew on the expiration date at the prevailing fee and in accordance with the terms and conditions then in force.

(d) Unless expressly stated in the SCLC Health Questionnaire, you acknowledge that you are in good health and are not suffering from any illness or medical condition.

(e) Applicants for membership will not be unreasonably refused, however SCLC Membership may be terminated by management at any time for violation of any rule or regulation of SCLC or for conduct deemed to be detrimental to the welfare, good order or character of SCLC and its members or for any other reason at the sole discretion of the management committee. No refunds shall be made where rules and regulations were breached.

(f) The Management of SCLC reserve the right to require you and any other Member, Guest or other person to leave SCLC premises at any time.

(g) Membership is not transferable from person to person. You should note that this provision includes the non-transfer of Membership from one person to another within the same family.

(h) By joining the Membership scheme you automatically accept and agree to be bound by these Conditions of Membership.

(i) SCLC may withdraw use of all or part of the facilities of the Centre for the purpose of undertaking maintenance work or any other works considered necessary. Compensation will not be given for any such closure.

(j) On acceptance of an application for Membership, the applicant will be issued with a Membership card which will remain the property of the SCLC and upon termination of Membership must be returned to SCLC.

(k) You must produce your Membership card on each occasion you wish to obtain entry to the SCLC facilities.

(l) In the event that you lose your Membership card you must pay the current administration fee to replace it.

(m) The Management of SCLC reserve the right to restrict the number of persons using the Centre at any one time.

(n) SCLC Management reserves the right to utilise SCLC facilities for special events, classes or other activities it may deem desirable.

(o) Gym Membership is restricted to persons aged 16 years and over, or from 12-16 years when purchasing a Teen Gym Membership. 12-16 year old Gym use will be restricted to times when a Gym Instructor is in attendance, or with Teen Gym Membership (accompanied by a full paying adult also using the gym facilities), an adult is deemed to be any gym user aged 18 years or above. Supervision ratios for the Gym: 1 adult accompanying up to 2 under 16's.

(p) Membership fees will be reviewed annually and management reserve the right to increase fees as required. Members may be subject to a price increase within their 12-month contract after prior notification.

(q) Please note on family memberships only the primary member will receive correspondence. To be included on family membership, children must be under the age of 18yrs of age.

(r) Temporary suspension of membership is permitted at the Centre's discretion.

(s) Applications for membership at the concessionary rates from full time students (subject to production of valid NUS card) or members under 18yrs and 60+ need to be accompanied with appropriate proof of entitlement otherwise full rates will automatically apply.

(t) Member benefits may be varied by SCLC Management at their discretion. Any such changes after taking up membership will be notified via our web site.

### 3. CANCELLATION, & REFUNDS

(a) If you wish to cancel your Membership Scheme you must contact [admin@stocksbridgeclc.co.uk](mailto:admin@stocksbridgeclc.co.uk).

(b) 30 days written notice is required to cancel your membership. Membership fees are due up to the date of such cancellation. Please note that notice is required 30 days prior to the day the Credit Card payment is collected. If you wish to terminate your Membership before expiry of the Initial Term or before expiry of any subsequent 12 month term no refunds or concessions will be made.

(c) All cancellations and requests for refunds require the approval from SCLC Centre Management. Their decision is final.

(d) Relocation: You may cancel your Membership Scheme in the event that your new permanent address is more than 15 miles away from SCLC upon receipt of an original copy of a utility bill or bank statement showing the new address.

(e) Long term (over 3 months) illness or injury: You may cancel you Membership Scheme in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided.

(f) Redundancy: You may cancel you Membership Scheme in the event you are made redundant, appropriate proof is needed to confirm in the form of a letter of redundancy from your employer, or a letter from the Job Centre stating your current status.

(g) Pregnancy: You may cancel you Membership Scheme in the event if you become pregnant upon the appropriate written proof being given from your doctor or midwife.

(h) Regardless of the reason for cancellation you are required to pay for the Minimum Term of your Membership Scheme.

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### 4. FREEZING MEMBERSHIP

- (a) If you wish to freeze your Membership Scheme you must contact [admin@stocksbridgeclc.co.uk](mailto:admin@stocksbridgeclc.co.uk)
- (b) All freezes require the approval from SCLC Centre Manager. Their decision is final.
- (c) Temporary illness or injury (over 1 month): You may freeze your Membership Scheme in the event of temporary illness, injury or medical condition which in the written opinion of a doctor or suitably qualified medical practitioner prohibits exercise for a period of time. This will be granted upon receipt of written evidence from your Doctor.

### 5. SAFETY & HYGIENE

- (a) You shall not use the facilities of SCLC whilst under the influence of alcohol, anti-histamines, vaso constrictors, narcotics or tranquillisers.
- (b) You agree that you are fully aware that the use of the equipment provided in SCLC involves vigorous physical exercise which will strain your cardiovascular system and other parts of your body. You agree that you are aware that such vigorous physical exercise can be a hazardous activity and you are voluntarily using SCLC facilities and equipment with the knowledge of the danger involved and the importance of seeking medical advice before using SCLC.
- (c) In the event that you have, or reasonably believe that you have, diabetes, heart problems, high/low blood pressure, are on strong medical prescriptions, or have any form of medical condition then you must consult your doctor before using any of SCLC facilities, in order for your doctor and you to be satisfied beforehand that it is safe for you to use SCLC and its facilities. You must also furnish SCLC with a letter of clearance from your GP.
- (d) You are particularly advised not to undertake strenuous physical activity for which you might be medically unfit and SCLC will not be in any way responsible for any harm which may come to you as a result of any such physical activity. You are advised to have a medical check-up before embarking on strenuous activity.
- (e) You are advised to allow at least one hour after partaking of a meal before using SCLC facilities. No food or drinks is to be brought into any part of SCLC and only food and drink purchased in SCLC may be consumed on the premises. Smoking (including electronic cigarettes) is prohibited throughout SCLC.

### 6. DRESS CODE

- (a) Members and Guests are required to dress in a proper manner appropriate to the various Centre activities.
- (b) Clean sports shoes and socks are required when using the Gym.
- (c) White soled trainers are required when using the Squash Courts.
- (d) No outdoor shoes are to be worn in the Bowls Hall or Pool areas.

### The following ARE PERMITTED to be worn or used by customers in the pools:

Swimsuits: Bikinis: Trunks/swimming shorts: Swimming goggles: Inflatable toys (at the discretion of the Duty Manager): Buoyancy aids (arm bands, swim rings, floaters) Inflatable Beach Balls. Hand paddles constructed of material (and not the hard plastic type) will be allowed in all lane swimming and triathlon sessions only. (Hand paddles will not be permitted in the Public Sessions).

With permission of the Duty Supervisor or an appropriate Manager, 'T' shirts may be worn to cover medical conditions.

Staff are not to blow arm bands up unless they've been disinfected, this will protect staff against infection.

### The following ARE NOT PERMITTED to be worn or used by customers in the pools

Underwear : Denim/cut down jeans : Non-swimming shorts : Infants or babies not wearing nappies : Face masks : Snorkels (other than in programmed session) : Fins (flippers) (other than in programmed session) : Inflatable boats : Balls of any kind (other than Beach balls) : Body boards, (other than in programmed session.): Hand paddles of a hard plastic construction will not be permitted.

### 7. CODE OF CONDUCT

- (a) You are expected to behave properly in the interest of the correct use and enjoyment of SCLC.

### Gym Code of Conduct

To ensure the enjoyment of all customers the code of conduct shown below must be followed:

- All customers must have an induction.
- Membership cards must be swiped at the centre's main reception, prior to entering the gym. Be prepared to show your valid membership card at any time.
- No spectators are allowed in the gym environment.
- All bags and valuables must be left in a locker.
- The use of mobile phones is not permitted whilst using any equipment.
- Safe and appropriate sportswear, including footwear must be worn at all times.
- Strictly no glass bottles or cans allowed in the gym. Plastic drink bottles are allowed.
- No food is to be consumed in the gym.
- The use of alcohol or illegal drugs is strictly forbidden.
- SCLC operates a zero tolerance policy for foul and abusive language towards staff or customers.
- Please respect the equipment and wipe off any perspiration after use.
- At busy times we may restrict your time on the C.V. equipment to 30 minutes per machine.
- Please report any equipment faults to the Leisure Centre Staff on duty.
- Please deposit litter in the bins provided.
- Equipment must not be moved, altered, modified or used in a manner other than that for which it was intended.
- Equipment must not be left on the gym floor. The storage racks provided must be used at all times.
- Equipment must not be placed on upholstery and must be replaced after use.
- Users must inform the gym staff of any changes to their health which would result in a change to their agreed fitness plans or normal fitness regime, or affect their ability to use equipment safely and healthily.

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### Pool Code of Conduct

In the interests of safety and use by other customers, the following actions are prohibited at all times:

- **Running** - most common cause of accidents, particularly where floors are wet and slippery. Other pool users may be knocked to the floor or pushed into the water and the runner may collide with poolside fittings or equipment.
- **Pushing** - Hazardous to those being pushed and to other pool users who they fall into. Lifeguards should also be on the lookout for pushing in the swimming pool as this is an example of bullying.
- **Fighting or Bullying** – Fighting and bullying are both very dangerous in or near a swimming pool. Both can result in injury and bullying is particularly distressing for the victim. Even when fighting is playful, younger or smaller bystanders can be hurt.
- **Ducking** – Potentially very dangerous as well as being upsetting for the victim. One danger is that when water enters a person's mouth, an automatic reaction closes the airway to prevent water getting into the lungs. Sometimes breathing fails to restart when the danger is passed and the victim succumbs to what is known as dry drowning.
- **Bomb Diving** – This is where pool users leap from the poolside with their knees tucked to the chest and their arms around them. In this position the diver has virtually no control of direction. Bomb diving is both a nuisance and a danger, particularly to other pool users
- **Gymnastics** – Pool users performing gymnastic moves in the water may hit the side or bottom and injure themselves. They may also collide with other pool users injuring both parties.
- **Tampering** with or removing lane ropes.
- **Glass containers or food on** the poolside.
- **Smoking** – including electronic cigarettes, anywhere in the building.
- **Spectators** congregating on or near to the wet changing entrance or on poolside.
- **Petting.**
- **Photography** - Using mobile camera phones/camera or video recorders.

(b) Any Members whose conduct is considered to be detrimental to the best interest of SCLC or its reputation may have his/her Membership suspended or terminated.

### Pool Ratios

The ratios for our pool (using CIMSPA and HSE guidelines) are as follows:-

#### Small Pool

##### **1 ADULT Only May Supervise A MAXIMUM Of:**

- **Up To Two Children Under 4 Years** providing they are wearing swimming aids (armbands &/or other swimming aid) **and**
- **One Child Between 4 Years – 7 Years.**

##### **2 ADULTS May Supervise A MAXIMUM Of;**

- **Up To Four Children Under 4 Years** providing they are wearing swimming aids (armbands &/or other swimming aid) **and**
- **Two Children Between 4 Years – 7 Years.**

#### Main Pool

##### **1 ADULT Only May Supervise A MAXIMUM Of;**

- **One Child Under 4 Years** providing they are wearing swimming aids (armbands and/or other swimming aid) **and**
- **One Child Between 4 Years – 7 Years.**

##### **2 ADULTS May Supervise A MAXIMUM Of;**

- **Up To Two Children Under 4 Years** providing they are wearing swimming aids (armbands and/or other swimming aid) and
- **Two Children Between 4 Years – 7 Years.**

\*The wearing of aids is compulsory\*

### 8. OPENING HOURS

- (a) The times at which any or all of the facilities shall be available to Members and Guests shall be at the discretion of SCLC Management and on display in the reception area.
- (b) The Management reserves the right to alter the opening times of SCLC.
- (c) Members must vacate the Centre facilities 15 minutes before closing.
- (d) **Please note that during the school term the fitness gym is used by school groups and our Teen Gym sessions – see notice at Gym entrance for times, these sessions are only for Teen Gym Members**

### 9. LOCKERS

- (a) Lockers are provided (subject to availability) for use whilst using SCLC. These are operated by a refundable 50p deposit in the locker.
- (b) Members must ensure that the contents of the lockers are removed at the end of your visit. The Centre reserves the right to remove the contents from any locker which has **not** been emptied.
- (c) Property cleaned from lockers by the Centre shall be donated to charity if unclaimed after 30 days.



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### 10. LIABILITY

(a) This clause limits SCLC legal liability to each Member and for access to and use of SCLC. You should read this clause carefully. You acknowledge that you have entered into these Conditions of Membership and SCLC Rules relying on the limitations of liability stated herein and that those limitations are an essential basis of this contract. Nothing in these Conditions of Membership and SCLC Rules is intended to limit any rights you may have as a consumer under common law or other statutory rights which may not be excluded.

(b) To the greatest extent permitted by applicable law, SCLC is available for your use, without any representations or warranties of any kind, either express or implied.

(c) To the fullest extent permitted by applicable law, neither SCLC nor any of its officers, directors, employees, affiliates or other representatives or SCLC will be liable for any loss or damages arising out of or in connection with your access to or use of the Centre including, but not limited to, direct, indirect, consequential or special loss or damages, loss or damage arising from a force majeure event, howsoever caused and whether in contract, tort or otherwise, even if the possibility of such damages had been advised, or such loss or damages were reasonably foreseeable.

(d) To the fullest extent permitted by applicable law, SCLC's maximum aggregate liability under or in connection with these Conditions of Membership shall be limited to direct damages of an amount equal to the amount of membership subscriptions paid by you to the Centre pursuant to these Conditions of Membership during the calendar year in which the loss or damage arose.

(e) If a number of defaults give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under these Conditions of Membership and SCLC Rules.

(f) Nothing in these Conditions of Membership and SCLC Rules shall confer any right or remedy upon Customer to which it would not otherwise be legally entitled.

(g) Each Member and Guest engaged in the activities of the SCLC or making use of its facilities is responsible for ensuring that he/she is properly equipped and that his/her state of health and physical condition are such as not to involve any risk to himself/herself, nor to any other person making use of SCLC.

(h) Members are responsible for their own insurance arrangements in respect of any injuries which may be suffered by them or caused to them by any third party, whilst using the SCLC facilities.

(i) You agree that SCLC will not be responsible or held liable for the loss of any personal items or damage to personal property either on SCLC premises or in the SCLC car parking area.

(j) SCLC will use its best endeavours to ensure that all facilities, apparatus and equipment are maintained in working order but SCLC accepts no responsibility to the Member for failure or breakdown of any equipment or apparatus howsoever caused.

(k) Lockers are provided in the changing rooms for daily use by Members. Personal belongings may not be left overnight in lockers. A charge will be applied if items are to be retrieved on this basis. Unclaimed property is kept on SCLC premises for maximum of 30 days, then it is donated to local charity. SCLC does not accept any responsibility for loss or damage to goods to any Member. In particular SCLC does not accept responsibility for loss or damage to the valuables of any person whilst on SCLC premises.

### 11. VARIATIONS

The management reserves the right to amend and add to these Conditions of Membership and SCLC Rules as it sees fit and you agree to observe any amended or additional conditions or rules so made.

### 12. COMPLAINTS AND DISPUTES

Any complaints concerning SCLC or dispute or ambiguity about the interpretation of these Conditions of Membership and SCLC Rules shall be referred to the SCLC Manager whose decision shall be final and binding.

### 13. PARTICULAR FACILITIES

#### Fitness suite/Gym

No one may use any fitness equipment within the Fitness suite / Gym before arranging a Gym Induction and completing a health screening form and an informed consent form. A doctor's consent may also apply and if required must be returned before using the Fitness suite / Gym. For safety reasons this area must be kept dry. Users of these facilities are therefore forbidden from using this area whilst wearing wet clothes. Members are advised to carry a towel when using the Gym. Persons under 16 years are not permitted to use the Gym without supervision of a full paying adult also using the gym facilities) an adult is deemed to be any gym user aged 18 years or over. Supervision ratios for the Gym: 1 adult accompanying up to 2 under 16's. 12-16 year old Gym users and Teen Members will be restricted to when a Gym Instructor is in attendance at our Teen Gym Sessions.

Members are not permitted to have their own personal trainer in the gym, however the Centre will provide a list of certified trainers (list available at SCLC Reception).

#### Swimming Pools

Persons under 8 years of age are not permitted in the swimming pools unsupervised. Supervision must be provided by an adult (an adult is deemed to be any swimmer aged 18 yrs or above).

Before entering the pool, customers are asked to use the shower first.

### 14. GOVERNING LAW AND JURISDICTION

These Conditions of Membership and SCLC Rules shall be governed by and construed in all respects in accordance with UK law. You agree that the UK Courts shall have jurisdiction to settle any dispute which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, these Conditions of Membership and Centre Rules or otherwise arising in connection with these Conditions of Membership and SCLC Rules, and for such purposes irrevocably submit to the exclusive jurisdiction of the UK Courts.

All the Conditions of Membership and Rules contained herein apply equally to Members, Temporary Members and Pay as you go users alike.