

## **Oundle School Sports Centre Terms and Conditions**

Oundle School Sports Centre  
Milton Road  
Oundle  
Peterborough  
PE8 4AB

**Definitions Oundle School Sports Centre (Centre)**, Owned by Oundle School and administered and managed on the School's behalf by Oundle School Enterprises Limited (OSE), company registered in England with company no. 2329428 whose registered office is at The Bursary, Church Street, Oundle, Peterborough PE8 4EE

### Definitions

- Oundle School Sports Centre, the "Centre" forms part of a school campus. The security and integrity of the campus is managed. A site map is "displayed". Areas/ Facilities not highlighted are permanently outside of the terms of the agreement and "Out of Bound"
- "Centre" Buildings facilities grounds services and activities supplied to all users
- Users" are Pupils/OS/LJS staff/members/guests/pay-and-play persons, groups, visiting teams and spectators.
- "Manager" individual charged with the management of the Centre.
- "Manager on Duty" person in day-to-day charge of the activity within the Centre.
- "Month" calendar month.
- "Frozen membership" access and payments are stopped with the agreement of the Manager.
- "Suspended membership" access rights are suspended for a limited period
- "Pupil" Child registered as a pupil at Laxton Junior School or Oundle School
- "Adult" Lead Parent/Sponsor/Responsible adult/ Guardian 18 + who counter sign minor's /junior's membership application guaranteeing payment and accepting T & C on behalf of the minor
- "Membership": a person, couple, family, or group granted access to facilities and activity in accordance with a specific contract.
- "Displayed" Terms and Conditions; Code of conduct; Policy; Fees and other material pertaining to membership and other users are considered as being, communicated and accessible when stated as "Displayed". Reference to "Displayed" documents/information will appear in Terms & Condition; specific email; and web site. Such, material will be "Displayed on internal notice boards, the web site, printed version at reception. Confirmation emails and contracts.
- "Activity & Class programme": Schedule of activity and access to the Centre.

### **Terms applicable to membership contracts**

1. Membership is a contract for access to the Centre. Membership does not infer or assign rights to a body/person. No relationship, beyond facilitating access to facilities and activity.
2. Membership applicants must be over 18 years. All persons associated with the membership over 18 sign an application. Adults counter sign application for users under 18 years. The primary adult member in a family sign on behalf of all junior members.
3. The management reserves the right to withhold membership which is granted at the sole discretion of OSE Director
4. The Manager reserves the right to add, delete or otherwise amend from time to time these Terms and Conditions. Any such alterations will be “Displayed”. Temporary alterations will be “Displayed” internally and where applicable communicated directly.
5. Pupils supplementary terms and conditions are shown at appendix 1.
6. Codes of Conduct and Centre Rules are “Displayed”. Forming part of the terms and conditions members are required to familiarise themselves with them – Full details shown at appendix 2.
7. Age specific identification: Proof of status is required. Only photo identification with an expiry date is accepted.
8. In recognition of the obligations of the Centre and School to discharge its duty of care for pupils, if it is deemed necessary, the Manager may contact a member and request additional personal information. Investigations may be completed before a membership is awarded or during a period of membership. It is not incumbent upon the Centre to provide reasons for seeking additional information. This is a supplement to the standard application and is not required as a precursor to all applications. Should circumstances arise where additional information is considered necessary, the Manager will contact a member to request consent. This may take the form of additional Health checks, confirmation of the relationship with other members, background & Social Services reports. Should the results of these reports raise concern, in the first instance the Manager will discuss them with the member. The Manager reserves the right to suspend/cancel /freeze membership if the reports and information is considered unsatisfactory. Information obtained will be dealt with in the strictest confidence. The Centre does not accept any responsibility for financial loss of a member arising out of a suspension or cancelled membership.

Appeals against additional information requests can be lodged with the Directors of OSE Limited who will liaise with the Manager and OS Safeguarding team, and wider if required

before providing an outcome of an appeal. The appeal will be the final decision and will impact on all parties connected with a membership.

#### **9. Cancellation/Termination/Payment terms:**

Membership is granted and confirmed after receipt of cleared funds to the value of the initial joining fees, pro rata payment and one month's advance fee. Membership is only valid when payments are up to date.

9.1 Fees are payable in advance by direct debit. collected, on or about 8th and each month thereafter.

9.2 Cancellation by a member is required in writing / email submitted to the sport centre email address, giving one calendar months notice

A final full payment is taken within this notice period, access rights will cease at the end of that pre-paid month. All payments are non-refundable unless otherwise stated in these terms and conditions.

9.3 Upon receipt of cancellation notice the centre will acknowledge the cancellation of the last payment and dates and when access right will cease

9.4 Rejected direct debits. Accounts with an outstanding balance must be settled before the next direct debit. Subject to your rejected direct debit and outstanding balance. A cancelled direct debit will not be taken as your cancellation. Cancellation notice will still be applied. Where a payment will be required to clear your outstanding balance plus your payment for your cancellation notice. Accounts with balances outstanding for more than 32 days after the original rejected direct debit will be suspended.

9.5 Consecutive rejected debit calls and second rejected debit within 12 months' result in Membership being cancelled. A cancelled membership cannot be reinstated. Outstanding balance must be cleared before a new application is considered.

9.6 Members transferring to an alternative membership are not cancelled and do not incur additional joining fees but are subject to a pro-rata membership charge.

#### **10 Suspensions**

Membership can be suspended by the Manager. An individual couple or all members associated with a membership, may forfeit all rights to use the Centre during the period of the Suspension. See Suspension process.

#### **11 Frozen Memberships**

11.1 Frozen memberships allow a member to cease payment for an agreed period, forfeiting access rights during the period. Frozen for a minimum of 3 months and a maximum of 12 months. Apply in writing to the Manager, stating the reason to Freeze the membership.

The Manager will assess each request on its merits. No charge is applied when reactivating a

frozen membership. Refunds are not issued.

11.2 Frozen Memberships apply to all members associated within the membership. Acceptable reasons to freeze membership: - Long term illness/injury and short-term relocation. Holidays, self-isolation, and personal financial circumstances are not considered valid. Other reasons are considered at managers discretion.

11.3 Notice period for short-term relocations and or any other qualifying reason assess by the manager are required a minimum of 14 days prior to the 8<sup>th</sup> of the month.

11.4 Notice period for long term illness / injury will be applied as soon as notification has been received in writing.

## 12.0 **Accidents and incidents:**

12.4 The Centre cannot accept liability for any accident or injury to any member or guest that may occur on the premises or within the grounds, other than that may arise from negligence of the Centre.

12.5 The Centre undertakes to implement processes and practices to safeguard the wellbeing of all users. Members are required to report all accidents and injuries incurred within the Centre immediately, before leaving the site. You can request to speak to a Manager in private. Copy of reports will be forwarded to you on request. Subject to Privacy policy

## 13. **Assignment of rights**

13.1 Membership rights and fees are non-transferable. A member sharing membership cards or facilitating access to the Centre or activity to a third party will have their membership cancelled without the right to refund or appeal.

13.2 Members cannot use the facilities, name, images for any commercial purposes; or conduct personal training, swim teaching or coaching of any nature; or any form of commercial activity on the site or within the facilities; and cannot advertise to or solicit users for commercial activity

13.3 Members cannot solicit users to participate in social networks relating to activity in the Centre not previously approved by the manager.

## 14. **Opening hours**

14.1 Opening times and activity programmes are published and Displayed four times a year. Programmes account for the "Schools" requirements consequentially each programme will vary. ALL TIMETABLES ARE SUBJECT TO LATE CHANGE AND ALTERATIONS SUBJECT TO THE IMMEDIATE NEEDS of the schools.

14.2. General opening hours and access may vary to the published schedule subject to events. Alterations will be “Displayed”. The times of access vary according to membership type.

14.3. The Centre will close or have restricted access on 36 days a year. Access restrictions are “Displayed”.

14.4 The Manager reserves the right to close the Centre to carry out emergency maintenance or considering a risk to H & S. Such closures are applied without notice. Closures arising out of emergency evacuation do not attract refunds.

14.5 Members will have no redress or rights to compensation for loss of access if the duration of any one closure in part or all the facilities that does not exceed 48 hours.

14.6 Members will receive compensation if the Centre is closed partially or fully for more than 48 hrs (other than for the times stated in these Terms and Conditions 13.3), at rates “Displayed”.

14.7 The Centre car park is locked outside of trading hours. (See Parking policy)

14.8 Users are not permitted to access the Centre until the published time and must vacate activity areas in time to change and exit the building by the time the Centre closes.

## 15. **Guests.**

15.1 Adult members may sign in one guest once a month using our Membership Guest Pass. A Membership Guest Pass is payable.

Guests can participate in fitness suite, pool, and sports hall activities subject to timetable and availability. A Membership Guest Pass can be applied for once per calendar month per existing member.

Guests are bound by terms and conditions, code of conduct and rules.

15.2 Fitness Suite access is bound by the completion of a first induction which is subject to the availability of a fitness instructor.

15.3 The manager reserves the right to refuse access to guests when access would displace members.

## 16. **Application for Junior members 14-17**

Applications for Junior Members 14-17 must be countersigned by an adult. The adult remains responsible for the junior member and all terms and conditions apply. The adult must ensure the Junior member can participate in activity and advise and confirm in writing the Centre of issues that could restrict a Junior undertaking any program, class, or activity.

16.1 Junior member's transfer automatically to a Single Full Adult membership upon turning 18. Other memberships are available (OS Pupils exception)

16.2 Junior Family Members 5- 17 yrs: An adult member must accompany and supervise, junior members under 8 yrs. unless attending a supervised or coached activity when the adult must then remain in the Centre. Children under 8 must be accompanied by an adult in changing facilities appropriate to the identified gender of the adult.

16.3 Some activities are limited by age. The adult member is responsible to ensure Junior members do not attend or attempt to attend activities unsuitable for their age group.

16.4 Juniors access to the fitness studio: Members under 14 do not have access to the fitness suite. Members 14-16 years can access CV equipment. Juniors over 16 have full access. Breaches to these rules will result in the Lead adult being informed. A second breach will result in the suspension of the Junior/pupil member. Further breaches will result in all members associated with a membership being Suspended.

#### 16.5 6 Month Fixed Term

The monthly fixed term Membership follows the Sports Centre's standard membership terms and conditions and code of conduct with additions as follows;

1. The membership is for a fixed month period, with payment at a fixed fee for the duration of the term.
2. Cancellation of the membership during the fixed term period will result in a cancellation fee of £50, paid upon cancellation.
3. Payment is taken through direct debit and cannot be purchased as an up-front fee.

When the fixed term period expires the membership will automatically be transferred to the appropriate rolling direct debit membership unless instructed otherwise by the member.

## 17. GDPR and communications

17.1 Accepting these Terms and Conditions you agree to the use of your details for the Centre /OSE to contact you in regard to the routine activity of the Centre including membership notices, timetables, bookings and promotions of activity within the Centre.

17.2 Personal details will not be shared with third parties unless we have your explicit written consent.

17.3 Member's information will be held for 12 months after the cancellation of a membership.

## 18. Limitation of liability

18.1 The Manager reserves the right to make reasonable alterations to the facilities without notice at their absolute discretion. The Centre shall not be liable for any loss incurred by such alterations.

18.2 The Manager reserves the right to withdraw facilities but will use reasonable endeavours to provide notice in advance displaying changes.

18.3 Members are responsible to ensure they are capable of undertaking exercises, class, and activity. Lead adults are responsible for informing the Centre of restrictions on a junior member.

18.4 Members are required to inform the Centre of issues/conditions that may affect their ability to access facilities or activity. The Manager reserves the right to conduct an impact assessment in the event of issues/conditions communicated with the Centre. The Centre will make appropriate and practical arrangements to accommodate requests. The results/outcome and recommendations will be communicated directly to the member.

18.5. To ensure the Centre is able to supervise appropriately, Members must write to the Manager informing of any change in circumstance or advice regarding health conditions or restrictions placed upon them, if undertaking any form of rehabilitation, under medical supervision or following any serious medical treatment (Not exclusive list). Failure to provide such information may endanger the member, other users, and staff and may result in action being taken against the member.

18.6 The Manager reserves the right to decline access on grounds of suspected poor health, excessive and dangerous use of facilities. If requested, Members will be required, at their own expense, to provide evidence from appropriately qualified medical advisors that they are fit and capable to undertake exercise programmes.

18.7 The Centre does not accept responsibility for Member's health and cannot advise, comment, or treat a Member for any health issue or injury. Appropriate professional medical advice must be sought.

19. Parking of vehicles, cycles & access. See parking Policy. The Centre promotes the use of cycling. Cycles must be left in the designated stands and are left at the owner's risk.

## 20. Lost Property

20.1 We hold unclaimed lost property for up to two weeks excluding toiletries.

20.2 After two weeks all unclaimed lost property will be disposed of.

20.3 The centre is not liable or responsible for any left belongings.

20. Issues regarding contents of a membership (except finance) should be addressed to the Manager. Issues regarding fees are addressed to the Manager and referred internally to the Manager.

20.1 Members are issued a membership card. A photograph is required, for identification and safeguarding and placed on record. Persons not identifiable from the recorded image will be refused entry. In the event of substantive changes in appearance, a new photograph will be required to be placed on record.

20.2 If any provision of these Terms and Conditions is, or at any time becomes illegal, invalid, or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20.3 The Centre regularly reviews, corrects, confirms and reissues Terms & Conditions. Updates will be issued to all current members. and "Displayed" and apply from the issue date.

20.4 Users are personally responsible for clothing possessions, jewellery, valuables and personal property. No responsibility is accepted for items left on site, in changing rooms, lockers within rooms, grounds or vehicles. Lockers must be cleared daily.

20.5. Membership does not permit or grant access to any other building, facility, or area on the School campus. Members found outside of the permitted areas may have their membership suspended.

20.6 Nothing in these Terms and Conditions shall affect the statutory rights of a consumer nor shall any liability be excluded for death or personal injury caused by the negligence of the Centre, OSE or its employees.

20.7 The Manager reserves the right to cancel a published class when the numbers attending the class fall below the minimum of 4 participants, or in the absence of a qualified instructor.

20.8 The Centre undertakes to deliver an average number of classes, accessible hours to the fitness suite and pool over a rolling 21-day period. The contract will be considered discharged if the average is attained.

20.9 Members shall give notice to the Centre of any change of address or personal details.

20.10 Members must conform and abide by rules and standard safety protocol for all sports and activity as indicated by notices, sports guidance normal operating procedures and common practice and guidance / request of instructors.



20.11 Membership cards remain the property of the Centre; Card must be shown/swiped as requested on each visit and only used by the person to whom it is issued. The card must be carried while in the facilities (excluding swimming).

## 21. Photography / CCTV

CCTV is operation. Integral for the safe operation of the Centre. All public areas, access and egress points are monitored. Changing rooms are not monitored. Images are deleted after 28 days.

## 22 Force Majeure

Should the Centre be prevented from executing its obligations by force majeure, such as exceptional weather conditions, flood, fire, war, Terrorism, industrial action, disruption to mechanical or electrical supplies, full or partial closure arising from advice or direction of local authorities or government, Operational restrictions imposed by Sport's National governing bodies, or other unforeseen events, and this is unavoidable, (Including restrictions arising from Covid-19 guidance, Local lockdown or other guidance) the Centre shall notify the users as soon as possible, explaining the reason for its inability to execute or need to delay the execution of all or part of the contract. In such circumstances the Centre shall not be deemed to be in breach of this contract and conditions. Fees will not be refunded. This clause shall not, however, affect any Clients right to cancel.

## 23. Membership Suspension /Termination and appeal process

### 23.1 Membership Suspension

Members may under certain circumstances have their membership suspended or terminated.

Suspension can be applied to a single membership and/or all members associated with a membership.

Suspensions can be invoked following a single or repeated breach of Terms and Conditions/Rules/ Code of Conduct. When "Suspended" ALL access rights are revoked. A member may not attend the Centre for any activity or attempt to access via a pay and play arrangement or as a guest. Suspended members can be granted access when supervising a child under 8 years.

### Process

- Member(s) will be informed in writing/email of a suspension outlining the reason, actions, and period of suspension.

- A suspension can be applied to the individual or all associated with a membership.
- Suspensions are initially 7 days, during which time the Manager will conduct appropriate enquiries.
- Members may be asked to provide evidence or attend an interview for the Manager to conclude the process.
- The Manager will inform a Member in writing of the outcome of the investigation no later than 7 days after the start of the suspension which will include: -
  - The reason for the suspension
  - Summary of the process (The Manager is at liberty to withhold confidential information, specifically identification of children/minors involved in any action)
  - Outcome and action to be taken

Members are not entitled to a refund for any or all activity previously booked or pro rata payment during a suspension.

In the event a suspension arises from actions or events occurring between two members or a member and user. Each case will be considered in isolation. Actions may differ. Actions and reports remain confidential and are not shared between parties.

#### Actions available to the Manager

- No further action.
- Extend suspension until further enquiries and reports are completed.
- Reduce or restrict access by activity or area.
- Cancel individual from single or group membership.
- Cancel all members assigned to a membership.
- Restriction placed on access to the Centre for a fixed term; 7, 14 or 21 days.
- Cancel membership and report to authorities. The Manager and Centre will, when requested, cooperate with formal investigations, and share appropriate details with authorities.
- Oundle School staff members Suspension/Termination (Supplementary process applied to OS members).
- OS members will be investigated under the same process.
- The Manager will inform the school HR department with full disclosure if a suspension is applied.
- OS HR department will inform the Centre of actions and suspensions taken against any OS employee who is a Member of the Centre. Membership will be suspended on the direction of the school. (All parties associated with the primary member may also be subject to suspension).

#### Reasons for Suspension

- Repeated breach of terms and conditions.

- Repeated breach of normal operating procedures guidance and rules placing the member or others at risk i.e. Diving in shallow water/ jumping barriers/sharing membership card with non-members
- Inappropriate use of facilities or equipment.
- Abuse of staff.
- Health and Safety. Concerns raised over the effect of training which in the view of health and fitness professionals if were to continue, may place the member at risk (Over training/ major weight loss).
- Inappropriate, lewd and loud behaviour. Breach of clothing standards.
- Application for membership defined by age/activity/ relationship which the applicant(s) are knowingly not entitled.
- Failure to inform the Centre of a substantive change in circumstances.
- Failure to supervise, monitor and moderate behaviour of juniors or guests associated with a membership - where in the view of the Manager they or others are placed in danger/harm or risk.

### 23.2 Termination of membership rights

Following suspension membership may be terminated through: -

- Serious breach of Safeguarding regulations.
- Inappropriate, violent, inciteful and aggressive behaviour through social media platforms.
- Gross misconduct: - Violence against the person or facilities. Bullying, fraudulent, criminal, terrorist activity.
- Drunken, lewd and aggressive behaviour.
- Dangerous driving/speeding.
- Engaging in commercial activity within the grounds and or using the name, facilities, and resources of the Centre for personal gain.

In the event of termination, membership will cease. No further debits will be taken. No refunds are made in respect of an outstanding period of the membership. Fees not relating to membership will be refunded.

### 23.3 Appeal process

- Appeals must be forwarded to the Manager within 14 days of the Manager's communication of termination.
- The Manager will review and compile information of their decision. New information or statements can be provided by the Member. The bundle will be forwarded to the Director of OSE.

- The appeal is a review of the evidence, including Terms and Conditions; rules and code of conduct; evidence regarding breach of the Centre NOPs and EAPs; Manager's decision and reasons.
- No personal representation may be made by the Member in support of their appeal unless requested by the Director of OSE.

The Directors action will be;

- Uphold the Manager's original decision and action.
- Revoke the decision, reinstate, and refund the Member.
- Change the decision applying new sanctions or terms.
- The Director is the final arbiter of membership disputes. (There is no process of further appeal or review through the School or other bodies)
- No action or complaint will be accepted or considered against the Manager in respect of their original decision.
- The appeal completes the process.

Finance

There is no appeal process in respect of payment. Set out in the membership Terms and Conditions payment is required in advance in full without exception.

Access is restricted on 36 days a year. Compensation is paid for additional restrictions. Separate arrangements will be applied if a closure exceeds 13 days.

Compensation for closure between 3- 13 days

<b>Compensation for closure between 3- 13 days</b>	<b>Full closure</b>	<b>Pool Closed</b>	<b>Gym closed</b>	<b>Squash/Sport hall closed</b>
Courses	NA	NA	NA	NA
Fitness	£2.00	NA	£1.00 per day	NA
Full Member/ Single couple Family	£2 per day Full Single £4 Couple £7 Family	£1.00 per day	£1.00 per day	£1.00 per day
Leisure card	NA	NA	NA	NA
OFF peak member Single couple Family	£1. per day	£.50 per day	£50 p per day	£50 p per day
Swim Only	NA	£1 per day	NA	NA

Classes	£1	5 days	
Swimming	£0.50p	None	
Court booking Tennis Badminton Table tennis	NA	5 days	
Annual Charge: Adult	£40		
Annual Charge: Child	£20		
Replacement card charge	£5		

### **Photography:**

Photography is not authorised in shared or public facilities.

Strictly NO photography in the swimming pool or when the image of a swimmer is captured from areas outside the pool.

The Manager has the right to request to view images captured by users if it is believed to include the image of a third party.

The use of cameras, videos, mobile phone cameras or any other form of image capture equipment is strictly forbidden outside of the area hired by a client.

Groups hiring areas/space for their exclusive use can with the authority of their party take images. Formally constituted groups/clubs must make their photography policy available to the Manager on request.

Party organisers are required to obtain permission/s of parents/guardians of children attending a party/event before images are taken. Images cannot be taken outside of the party areas/room.

CCTV is used for the safety of users and to monitor inappropriate behavior. Changing rooms are not monitored. Images are deleted after 28 days.

**“LC” – Leisure Cards**

**“LCH” - Leisure Card Holders**

LCH are not members and as such have no automatic right of access. The LC scheme is not linked to schemes operated by other venues.

Application

- An application is made per person/online.
- An image will be recorded and assigned to the LC.
- LC available to Adults and Children.
- Annual fee is paid before the cards is issued and on the anniversary of the card being issued.

LCH are entitled to;

- Pre book facilities 5 days in advance.
- Discounts off published activity price (Displayed).
- Pay online or at the desk.
- Advance notice of activity and events.
- Joining fee is not applied when moving from a LC to a membership package, if your LC is active and in date.
- Fitness Suite usage during off-peak hours only.

LCH Terms and Conditions:

- All codes of conduct and rules for all areas and activity apply (Displayed).
- Cards must be presented at reception on all occasions when visiting the Centre.
- Only the person recorded as the LCH benefit from discount.
- Rights are non-transferrable.
- Holder found to enable entry to third parties of the LC will have their card cancelled and future applications suspended for 12 months.
- LCs are renewed annually on payment of a fee.
- Replacement cards are charged at £5

Figure 1 (as at 29 8 19) Discount

	<b>2024</b>	<b>Booking rights</b>	<b>Revision</b>
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