

# **GENERAL REGULATIONS, CONDITIONS OF USE AND INSTRUCTIONS**

**14 June 2007**

**QR/C37**

**These include:**

- General Regulations**
- 1. General Swimming**
  - 2. Swimming and Aquatic Clubs**
  - 3. School Swimming**
  - 4. Swimming Lessons (inc Special Needs)**
  - 5. Equipment Hire**
  - 6. Crèche**
  - 7. Sunbed**
  - 8. Sauna**
  - 9. Ancillary Services**
  - 10. Floodlit Pitch**
  - 11. Sports Hall/Ancillary Hall**
  - 12. Gym Membership and Payment**
  - 13. Courses and Classes**
  - 14. FASTCARD**
  - 15. Holiday Activities**
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**Summary of significant changes to previous regulations:**

- Page 0- date and index
- Page 8 – Special Needs section

## **GENERAL REGULATIONS – HAMBLETON DISTRICT COUNCIL LEISURE FACILITY**

**These General Regulations cover all individual visits and club and organisation hires of the leisure facilities. In addition to these there are specific Conditions of Use and Instructions for different activities. Please ensure you have read both before booking.**

### **ADMISSION**

The Manager may refuse admission to any person or require any person to leave the Centre. The Manager also reserves the right to decline any application to use any facility of the Centre.

### **GAMBLING**

No sweepstake, raffle or other formal lottery shall be promoted, conducted or held on the premises except such lotteries as are deemed to be lawful by virtue of enactment relating to gaming, betting and lotteries.

### **PHOTOGRAPHS/VIDEO and other FILMING**

Photography/video and other forms of filming shall not take place without the permission of the Manager. See specific policy and procedure.

### **CARS, ETC.**

Persons using the Centre must park their cars/bicycles in the car parks provided. The Council does not accept responsibility or liability for any damage or loss of any property or articles or things whatsoever placed in or on Centre car parks or access roads.

### **EXITS AND GANGWAYS**

Under no circumstances must any Fire or Emergency Exit doors and gangways be impeded or blocked by chairs, tables, parked vehicles or any other equipment.

### **ANIMALS**

No animals shall be brought into the premises except with the consent of the Manager.

### **PROGRAMME OF EVENTS**

In the case of organised events, displays and competitions, a detailed programme must be submitted to the Manager at least seven days in advance.

### **CATERING**

The Council reserves to its self exclusively the right of sale of all refreshments. No refreshments of any description may be brought into the Centre by a hirer or user for consumption or resale except with the Manager's consent.

### **SALE OF GOODS**

The hirer shall not sell or supply for their purposes any goods of any description whatsoever without the permission, in writing, of the Manager.

### **COMPLAINTS**

In the event of a user feeling that he has just cause for complaint this should be made to the member of staff on duty, to the Manager either in a written format or verbally, or by completing a customer care card.

### **POSSESSIONS AND LOCKERS**

Hambleton District Council provides lockers for customers. Valuables can also be left at Reception in exchange for a receipt. The Council however accepts no responsibility for possessions left in lockers, at Reception or left unguarded.

### **USE OF PORTABLE ELECTRICAL EQUIPMENT**

Customers may only use portable electrical equipment they have brought to the Centre after having received the written permission of the Manager.

### **IN THE EVENT OF ANY EMERGENCY**

All customers must follow the guidance of staff on duty.

### **GENERAL BEHAVIOUR**

Customers must always observe and adhere to implicit rules of reasonable behaviour. By their very nature these are governed by common sense. Infringements would include, foul and abusive language, physical threats, fighting and general unsocial behaviour. Staff have the right to evict anyone who breaches such implicit behaviour rules.

### **EQUAL ACCESS**

The centres attempt to offer balanced programmes of activities that encourage people from all sections of the community to participate. At selected times activities are programmed to encourage attendance from specific groups, e.g. 60+ swims. Whilst such activities are aimed at the specific target group, the centre retains the right to admit customers from other sections of the general public when, in the centres view, this is not likely to have a negative impact on existing customers.

## CONDITIONS OF HIRE

### INTERPRETATION

- A) "The Hirer" means the person (whether acting as an individual or on behalf of a club or organisation) hiring any part of the Centre or its facilities. No person under the age of 18 years will be accepted as a hirer.

### CHARGES

- A) The charges for hiring shall be in accordance with the Council's Scale of Charges.  
B) The Council may, at any time, increase the Scale of Charges payable for the use of the facilities, and in such an event, the hirer will be liable to pay those charges which are current at that date for which the premises have been booked. Where the charges have been paid in advance, the increased amount will be invoiced and must be paid within 14 days.

### PAYMENT AND BOOKING

- A) The Council reserves the right to require payment of the hire charge in whole or in part.  
B) Provisional bookings will be held for 14 days only.  
C) Unless specific arrangements have been made with the Manager to the contrary, payment for the facilities must be made within 14 days of the booking being confirmed.  
D) Confirmation of any booking is conditional on payment being made (either in whole or in part as determined by the Council).  
E) Cheques, Postal Orders, etc., should be made payable to "Hambleton District Council" and crossed.

### VAT EXEMPTION

- A) VAT exemption is as determined by HM Customs and Excise. It is not a matter for management determination. The following details are offered as guidance to constituted clubs and organisations. Further details may be obtained from the Centre or HM Customs and Excise.  
B) A written agreement must be in evidence indicating specific requirements.  
C) A minimum of 10 dates must be pre-booked.  
D) Payment must be in advance (i.e. To be invoiced and payment is required prior to first booking).  
E) There can be no more than 14 days and less than 1 day between dates.  
F) No refunds will be available for cancellations or non-arrivals.

### CANCELLATION BY THE COUNCIL

The Council reserves the right, at its absolute discretion, to cancel a booking should they:-

- a) Require the use of the facility owing to unforeseen circumstances;
- b) Consider that the function is likely to prove to be of an objectionable or undesirable character;
- c) Consider facilities unfit for use or
- d) For any reason whatsoever

Any monies paid in respect of bookings cancelled in accordance with the above conditions will be refunded but the Council will not be liable for any other expenditure incurred, or loss sustained directly or indirectly by the hirer, arising from cancellation.

### CANCELLATION BY THE HIRER

A refund of total paid, less 10% will only be made if the Council has been notified of the cancellation in sufficient time to allow the booking to be re-let. If it is not possible to re-let the booking then a refund will not be paid. If the hirer, for whatsoever reason, does not arrive for the pre-paid booking and fails to notify the Council, then a refund will not be made.

### HIRE PERIOD

- A) The hirer should ensure that sufficient time has been booked to allow for setting up and clearing away.  
B) Failure of the hirer to vacate the hired premises by the end of the hiring period will incur additional charges as determined by the Council.

### ADVERTISING

No function shall be publicly announced or advertised to take place until the application has been confirmed. Hirers should advise the Management if they require assistance with the advertising facilities or tickets. No function or event of any description shall be advertised by the means of 'fly posting' and the Council reserve the right to cancel a booking at any time which is advertised by this method without prejudice to any further action which may be taken by the Council against the hirer or advertiser.

### INSURANCE

Insurance must be taken out in respect of public indemnity to the sum of £1,000,000 for any one accident in connection with the organisation and management of the activity/event, and provisions shall be made for such policy to fully indemnify the Hambleton District Council as owners of the facility against any claims, damages, costs or expenses which may arise in connection with the exclusive use of the facility by the hirer. The hirer shall indemnify the Council for the cost of repair of any damage done to any part of the facility during or as a result of a booking.

### INJURY

Use of the Centre and of all equipment and facilities is permitted entirely at the users own risk. The Council shall not be liable for any personal injury to any user, or for the consequential loss, otherwise than as a result of the defective condition of the Centre or its equipment or of the negligence of the Council, its agents, officers or servants.

**GENERAL**

- A) The hirer shall comply with all reasonable requests of the appropriate officer who shall be deemed to be agent of the Council.
- B) Upon any breach of the foregoing Regulations or Conditions by the hirer (as to which the decision of the Manager shall be final) the Manager may terminate the hiring forthwith, both as to the occasion of the breach and as to any future bookings and even if the period of hiring has not expired but the hirer shall be liable to pay the Council the full amount payable under the foregoing Regulations and Conditions.

## **(1) GENERAL SWIMMING CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.**

1. Children aged between 4 and 7 should be accompanied by an adult over 16 on a two children to one adult basis. (Hambleton District Council swimming lessons excepted).
2. Children under 4 should be accompanied by an adult over 16 on a one adult to one child basis.
3. Groups of more than 12 people visiting the pool will only be admitted after the Group Leader has completed a Groups Procedure form and discussed it with a member of the Centre Management Team. It is the responsibility of the Group Leader to inform the Centre of any special needs of group members.
4. During certain sessions a call out system may be operated which requires customers to leave after a certain period. Customers will get a minimum of at least one hour from admission during these sessions.
5. The Centre retains the right to approve use of all ancillary equipment e.g. snorkels/masks/flippers/etc. The Centre has the right to prohibit the use of any equipment it believes to be inappropriate.
6. Only suitable swim wear should be worn in the pool unless approved by management for sensitivity reasons or other reasons.
7. No food e.g., chewing gum or drink should be consumed in the pool or poolside area (except with management approval).
8. No glass bottles/containers are allowed in the changing village.
9. No person should enter the poolside area wearing outside shoes. Overshoes are provided at Reception.
10. Pool lifeguards are qualified to national standards. They will exercise authority in applying general behavioural rules, e.g. no running on poolside; no bombing; etc. In accordance with the Duty Manager they have the authority to eject any person(s).
11. All swim timing clocks provide indicative timings only. These are not calibrated.

## **(2) SWIMMING & AQUATIC CLUBS CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.**

1. The club/organisation must be affiliated to the appropriate national governing body(ies) of their relevant sport throughout the period of the contractual hire of the facilities. Evidence of this should be available to the Manager upon request. Where the club is not affiliated, or should the affiliation cease, the Manager must be informed.
2. A copy of the club's written constitution must be available and should be provided to the Manager upon request.
3. At all times of hire the club should have a competent person in charge of the clubs members, activities and general organisation. This person must adhere to the minimum standards set down by the sports governing body.
4. Hambleton DC Pool lifeguards are qualified to national standards. They will exercise authority in applying general behavioural rules, e.g. no running on poolside; no bombing; etc. They have the authority to request any person(s) to leave the pool. All club members must act upon lifeguard instructions.
5. It is the responsibility of the club to ensure that all lifeguards/pool supervisors provided by the club must hold a current and valid RLSS Pool Lifeguard qualification, or equivalent as approved by the Manager. They will exercise authority in applying general behavioural rules and liaising with the Duty Manager in the event of a problem. They are responsible for implementing safety standards and rescue acts in accordance with the minimum standards as set out by their governing body. The club is responsible for providing an updated list of their lifeguards to the Manager and of providing evidence of qualifications.
6. It is the responsibility of the club to ensure that their lifeguards/pool supervisors are competent in undertaking rescue, recovery and first aid as appropriate for their specific activities. This should be in accordance with minimum standards set out by their governing body. It is the club's responsibility to ensure that any qualifications or training specified by their governing body is fully implemented and up to date.
7. The club must abide by the Pool Supervision Work Instructions and Emergency Work Instructions of the centre. The club should familiarise itself with these and ensure that its staff/volunteers are trained in them.
8. Club lifeguards/pool supervisors must be regular attendees of training at pool training sessions, on a regularity specified by the leisure centre. Training records must be kept and evidence of these provided by the club upon request.
9. In the event of an emergency all club members must follow the instruction of the Duty Manager and/or pool staff.
10. All clubs are required to participate in any evacuation drills operated by the centre.
11. The club is responsible for any special needs or requirements its members may have.
12. The club should inform the Centre of any specific medical needs of any of its members in case of emergency.
13. Hambleton District Council is committed to developing sport. The club must allow opportunities for members of the public from the wider community to participate, where appropriate, in its activities. Such opportunities should be discussed with the Manager. Any changes to this policy of equal access must be communicated to the Manager for his/her approval.
14. The club should provide details of its programme of activities and content of its hired sessions to the Manager upon request.

15. No person should enter the poolside area, or SLC/TSP changing villages, wearing outside shoes. Overshoes are provided at Reception.
16. No food e.g. chewing gum or drink should be consumed in the pool or poolside area (except with management approval)..
17. The Centre retains the right to approve use of all ancillary equipment, e.g. snorkels/flippers/masks/etc. The Centre has the right to prohibit the use of any equipment it believes to be inappropriate.
18. Only suitable swimwear should be worn in the pool unless approved by management for sensitivity reasons or other reasons believed appropriate.
19. No glass bottles/containers to be taken into the changing village.

### **(3) SCHOOL SWIMMING CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.**

1. No person should enter the poolside area, or SLC/TSP changing villages, wearing outside shoes. Overshoes are provided at Reception.
2. No food or drink should be consumed in the pool or poolside area e.g. chewing gum (except with management approval).
3. Only suitable swim wear should be worn in the pool unless approved by management for sensitivity reasons or other reasons believed appropriate.
4. No glass bottles/containers should be taken into the changing village.
5. In the event of an emergency all children and teachers must follow the instructions of the lifeguards and other Centre staff.
6. The school must inform the receptionist how many children are attending on arrival at the Centre.
7. It is the responsibility of the school to inform the Centre of any medical or special needs of any child prior to the commencement of the class.
8. Prior to the start of each term, the school should inform the Centre of the number of children attending per session and the number of instructors required.
9. It is the responsibility of the school to notify the Centre if a lesson is to be cancelled. Failure to do so may lead to schools being charged for the session.
10. The Centre must be informed of any alterations to the booking.
11. Arrangements for payment will be made with the Centre Manager.

#### **(4) SWIMMING LESSONS (inc SPECIAL NEEDS) CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.**

1. Lessons are only bookable in a full course and must be paid for in advance.
2. Hambleton Leisure operates a no refund policy for lessons unattended.
3. All classes operate to a maximum of 1:12 teacher to pupils ratio.
4. It is recommended that children are at least five months old and have completed their triple injections before introducing them to the water.
5. Children must be aged 4 years and over to enrol for classes which are not accompanied by an adult.
6. Children will receive a free single swim voucher with each course of lessons. This can be used at any public swim time when accompanied by an adult (16+).
7. Enrolment priority will be given to existing customers on the normal lesson programme. Note: this does not include new customers on crash courses.
8. Crash courses operate on a first come, first served basis.
9. General Swimming Conditions of Hire also apply.
10. An enrolment form must be completed when a child first enrolls and should include details of individual medical conditions affecting the child.

#### **Swim Kidz and Children with Special Needs Policy**

In the context of this policy “special needs” is taken to mean children with physical impairment, disability or learning difficulties.

Our overall aim is to give all children the opportunity to learn to swim and to further their swimming ability. Our swimming pools will also make every reasonable adjustment to assist children with special needs in learning to swim. Such steps will include:

- An assessment of the individual child’s needs in co-ordination between the child, the parent, or carer, and the teacher. A teaching plan will be agreed to by all parties. Where this is exceptional, the teacher must seek the approval of management.
- Children with special needs will be encouraged to integrate into mainstream Swim Kidz sessions where this is appropriate.
- Each centre will operate at least one exclusive special needs class per week (where there is sufficient demand). The maximum number of pupils in this class will not exceed 8, and may be less, depending upon the range of special needs being catered for. The teacher will be appropriately experienced and qualified.
- Customers will also be informed of the range of Swim Solos (One to One classes) that are operated.
- In all classes a parent, or carer, of the child with special needs may be allowed to assist from the poolside. In the exclusive special needs classes a parent, or carer, may also be allowed to assist from within the pool. If this proves difficult or disruptive for the other children in the class, the teacher may need to prohibit this. This will be discussed with the parent or carer.
- Each centre will inform the customer of the times available for exclusive special needs classes at other HDC centres.
- We will consider all requests from children with special needs or their parents, or carers., where these are reasonable and practical.
- Management always upholds the right to review any decisions made at any time

## **(5) EQUIPMENT HIRE CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.**

1. Selected sports equipment is available for hire from reception.
2. A refundable deposit fee is required in addition to the normal hire charge. NB: FASTCARDS can also be used as a deposit.
3. Deposits will only be returned in full upon receipt of the equipment in a satisfactory condition. This will be determined at the discretion of the Duty Manager.

## **(6) CRÈCHE CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.**

1. Children 5 years and under are allowed to use the Crèche.
2. Parent/carers must remain on the premises at all times, whilst their child is in the Crèche.
3. All children must be registered on their first visit. It is the responsibility of the parent to inform the Centre of any changes to these details.
4. A child who is ill cannot be accepted for the session.
5. All children must be signed in and out by the parent/carer on each visit.
6. It is the responsibility of the parent/carer to inform the Centre of any specific needs of the child.
7. As part of the Centre's Certificate of Registration a Code of Practice is identified. This will be displayed and followed at all times.
8. The Centre has the right to refuse any items supplied by the customer. Items supplied, e.g., milk, will only be heated under the direction of the parent.

## **(7) SUNBED CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.**

1. Do not use the sunbed if you:
  - Are taking medication, especially antibiotics which may increase the skin's sensitivity to the sun.
  - Have consumed alcohol within the previous three hours.
  - Are suffering from sunburn.
  - Have given blood the same day.
2. Generally it is recommended that the annual sunbed use should not exceed two courses of 10 sessions.
3. There should be at least 24 hours between each session.
4. Care should be taken to protect parts of the body not used to being exposed to sunlight.
5. Skin preparations including cosmetics, deodorants, antiperspirants, after shave lotions, perfumes and other creams and lotions or powders may increase your sensitivity to ultra violet radiation. It is therefore advisable to wash or shower before using the sunbed.
6. Remove contact lenses.
7. Always use protective goggles. These can be purchased from the Centre's Reception.
8. Remove jewellery.
9. Follow all instructions for the use of the sunbed and ensure you know how to switch it off in case of an emergency.
10. If you notice any unusual reaction after using the sunbed, report details to the Centre's Reception and seek medical advice.
11. You are requested to wipe down the sunbed prior to and after use. Towel rolls and sanitising fluid are available in each sunbed room.
12. All sunbed customers must be over the age of 16.
13. The period you hire the sunbed is inclusive of changing time. Each Centre will inform you of this hire duration.

## **(8) SAUNA CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.**

1. Costumes must be worn at mixed sex sessions.
2. The customer should follow the relevant signage within the sauna cabin/area and identified on the sauna leaflet.
3. All jewellery and contact lenses should be removed prior to use.
4. A sauna band must be obtained from reception when paying and must be worn throughout the visit. The band must be returned to reception before leaving the facility. A refundable deposit should be paid when obtaining a sauna band.
5. Customers are responsible for informing the Centre of any medical conditions which may effect their enjoyment of the sauna.
6. Sauna signage and leaflets identify customers who are advised not to use the sauna, e.g. pregnant women, people with heart conditions, etc.
7. Clothes must be placed and locked in a locker.
8. Any deodorants/make up should be removed with a shower prior to using the sauna.
9. All customers must shower before entering the swimming pools.
10. Do not use essence on the sauna coals.
11. Temperature and humidity gauges are indicative and not exact calibrated readings.

## **(9) ANCILLARY SERVICES CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.**

1. Any organisation wishing to hire a part of the Centre to provide “ancillary services”, e.g. sports injuries, massage, reflexology, etc., must enter a written contract specific to the particular service with the Centre. This contract will specify conditions of hire.
2. All enquiries regarding the treatments administered through “ancillary services” should be directed to the hire organisation.

## **(10) FLOODLIT PITCH CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.**

1. The intention of this guidance is to assist customers and employees in the consistent application of a bookings policy across the various pitches. At all times management will be responsible for interpreting and applying the policy.
2. Each of the leisure centres has an artificial floodlit pitch facility, which operates in line with the individual centre's Dual Use Agreement.
3. The leisure centres all have full use of the pitches during school holidays.
4. All casual and block bookings are payable in advance or on the day (excluding Thirsk Floodlit Pitch – contact Thirsk Swimming Pool for details).
5. All booking enquiries will be dealt with on a first come first served basis with consideration being given to long standing users.
6. Casual bookings can be made up to 8 days in advance.
7. Block bookings can be made up to 14 months, or so, in advance normally ending on 31<sup>st</sup> December each year, in order to tie in with the annual price review (1<sup>st</sup> January). Block bookings which extend over this period, for example, to meet VAT exemption qualification, must be notified of the new price increases as soon as they have been confirmed by the District Council.
8. Seasonal block booking enquiries (usually team sports from August to March) made by fully constituted clubs / organisations will normally be given priority over all other casual bookings. However, priority will be identified in line with sports development and target group policies at the discretion of the Centre Manager.
9. On all occasions the decision of the District Council management will be final.
10. Any bookings running over the allotted booking can only continue if permitted by the pitch/Centre staff. Overruns will be charged for in 30 minute blocks at the appropriate rate.
11. All bookings are inclusive of change over time.
12. Pitch Rules include:
  - No spike, screw in, blade or moulded football boot studs over 5mm to be worn on the pitch.
  - Please ensure that footwear is clean (a boot scraper is provided at the entrance gate to the pitch).
  - Smoking and alcohol is strictly prohibited.
  - Chewing gum and other forms of rubbish should be placed in the bins provided.
  - Please keep noise to a reasonable level.
  - Please do not use foul or abusive language.
  - Do not climb fences.
  - Damage of any description must be reported to the Duty Manager (or Thirsk Swimming Pool in the case of Thirsk Floodlit Pitch).

## **(11) SPORTS HALL/ANCILLARY HALL CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.**

1. All Hall bookings are inclusive of any change over time required to prepare for the given activity.
2. No footwear likely to mark or damage the Hall floor is to be worn. Customers must not wear training shoes or rollerskates worn outside.
3. Tee shirts or vest tops must be worn at all times.
4. No glass bottles/containers in the Hall.
5. No food and drinks allowed in the Hall, without prior management approval.
6. All equipment will be erected dismantled or adjusted by Centre staff. Customers should only assist under the direct guidance and consent of staff.
7. The Centre has the right to prohibit the use of any equipment it believes inappropriate.
8. Any club or organisation using the hall is responsible for any special needs or requirements its members may have.

## **(12) GYM MEMBERSHIP AND PAYMENT CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.**

1. All customers who use the Gym must have undertaken an Introduction course conducted by Hambleton Leisure staff.
2. Following the completion of an Introduction to the Gym the customer is enrolled as a member. This member is then deemed competent to attend the Gym. Should a period of more than 12 months elapse between visits to the Gym, then the customer would need to re-attend an Introduction.
3. Each Gym may be unavailable for up to 9 days per annum for routine maintenance and other activities. No membership fees will be reimbursed for these periods.
4. Hambleton District Council can cancel activities or alter centre activity programmes at their discretion. However, the Council will endeavour to give prior notice of any such changes.
5. Should any circumstances affecting the customer's suitability to participate in exercise arise, it is the responsibility of the individual to seek medical advice before undertaking activity.
6. The Centre retains the right to refuse admission to anyone deemed to be misusing equipment or facilities.
7. Equipment used in the Gyms is not calibrated. Weights, resistance and other measuring guidance are indicative only and maintained in co-ordination with our normal maintenance procedures.
8. FASTCARD membership or authorised user cards must be shown at Reception to gain admission to the Gym.
9. Suitable attire must be worn at all times e.g. top, shorts/tracksuit bottoms and trainers/flat shoes.
10. No glass bottles/containers are allowed in the Gym.
11. No bags or holdalls are allowed in the Gym.

### **Payment Conditions**

12. Prices will normally change once per annum.
13. Corporate memberships operate for a 12 month period at the price agreed at the start of the period
14. The 12 monthly membership payment is non-refundable once paid.
15. Direct Debit conditions:
  - i. Fees are payable by monthly Direct Debit after an initial first payment.
  - ii. Customers who join between the 1<sup>st</sup> and the 15<sup>th</sup> of a month get this period free but pay the administration charge and one months subscriptions to cover the dates running from 15<sup>th</sup> of the current month – 14<sup>th</sup> of the following month. The Direct Debit will be collected on the 15<sup>th</sup> of the month.  
Customers who join between the 15<sup>th</sup> and the end of a month get this period free but pay the administration charge and one months subscriptions to cover the 1<sup>st</sup> to the end of the following month. The Direct Debit will be collected on, or about the 1<sup>st</sup> of the next month.
  - iii. Monthly payments are debited on, or just after the 1<sup>st</sup> or the 15<sup>th</sup> day of each month dependant on joining date.
  - iv. Membership can begin at any time during the month.
  - v. Monthly payments will not vary unless we have written to customers at least 14 days prior.
  - vi. It is the customer's responsibility to ensure that the bank transactions take place on the due date and that Hambleton District Council is informed of any change in bank details. Should a Direct Debit be unpaid, the customer will be contacted and two deductions will be taken the following month. At this time should the Direct Debit again be unpaid then the membership will be suspended until full payment is received from the customer.
  - vii. Customers wishing to cancel their Direct Debit must write to their bank and leisure centre. Subject to the leisure centre receiving such notification by the 15<sup>th</sup> of the month the membership will cease on the last day of the same month.

- viii. Hambleton District Council retains the right not to offer Direct Debit payment facilities to any applicants.
- ix. Hambleton District Council will allow customers to suspend monthly payments should they be unable to attend due to a prolonged period of ill health of six weeks or more. This application must be validated by written confirmation from their doctor.
- x. Hambleton District Council will consider the suspension of Direct Debit payments for customers who experience other extraordinary circumstances which will prevent their use of the Gym. However, the Council will retain the right to be the sole judge thereof.
- xi. Corporate Memberships are for a 12 month period. The annual fee is divided by 12 equal periods and payable by Direct Debit. The annual fee agreed to by the Council and 'the organisation' is determined by the number of individual paying members 'signing up' at the commencement of the agreement. Only in exceptional circumstances, and with the written consent of Hambleton District Council, will an individual be allowed to cancel his/her Direct Debit payment during the 12 month period. For further details see the Conditions specific to the individual membership agreement.

### Young People

In order to encourage young people to be active and reduce obesity, Hambleton District Council has a policy which allows young people to access Zest Health & Fitness gyms as easily and frequently as possible.

To control safely the access of young people, the policy is that:

- A 'young person' is someone who attends secondary school. This is between Years 7 and 11 (i.e. the age group of 11-15 years).
- Children of primary school age are not allowed to use the gyms at any time.
- All gym users must have completed an approved Induction.
- Young people (11-15) can attend Zest Health & Fitness gym at any time\* as long as they are accompanied by a parent/guardian.
- Young people can use the gym without parental supervision during MAX sessions (see below).
- Under 16s are not allowed in the gym after 5pm on Monday and Tuesday evenings. This is to avoid traditionally peak adult times.

Both the Parent/Guardian and the Young Person must have received an Induction before using the gym. During the young persons Induction, appropriate assessments of their ability will be made – see MAX Induction below. The Parent/Guardian must sign a Consent Form before the young person is allowed in the gym

It is the Centre Manager's responsibility to ensure that a Risk Assessment has been carried out for the gym, including an 'Unsupervised use of Zest H&F by a Young Person' assessment.

### **(13) COURSES AND CLASSES: CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.**

1. The maximum number of persons admitted onto the course/class shall not exceed the number specified.
2. Payment must be received prior to the commencement of the course/class.
3. It is the responsibility of the customer to inform the centre of any medical or special needs they may have prior to the commencement of the class/course.
4. Any special equipment required will be detailed with the booking instructions. It is then the responsibility of the customer to comply with these requirements.
5. The duration of the class/course will be advertised. The time specified will be inclusive of setting up and clearing away of equipment.

#### **(14) FASTCARD. CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.**

1. The benefits and services associated with the FASTCARD are only available when the card is presented by the named holder.
2. The FASTCARD is not transferable
3. All FASTCARD products, services and offers are subject to availability.
4. Hambleton District Council retains the right to withdraw, change or amend any product, service or offer associated with the FASTCARD.
5. Hambleton District Council retains the right to change the opening hours or availability of its centres or services at any time.
6. Any concessionary priced FASTCARD or Leisure Centre product, service or offer is available only to those who have provided acceptable evidence of their eligibility. Hambleton District Council retains the right to decide what is acceptable and to request evidence of this eligibility at any time.
7. Hambleton District Council reserves the right to refuse issue of a FASTCARD and to withdraw it at any time.
8. The information you provide on your application form will be held on computer and paper files. It will not be given or sold to any other organisation without your permission.
9. If you lose your FASTCARD you must inform the leisure centre that you attend. A charge will be made to provide a replacement card.
10. The responsible parent/guardian who signs the FASTCARD application form for any child under the age of 16 is responsible for payment for that child's membership.
11. FASTCARD Excite members will not receive a 50% discount on 'Hyper Holiday' activities which are off-site or externally run.

## **(15) HOLIDAY ACTIVITIES CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.**

1. All activities must be paid for in advance.
2. Parents/guardians are responsible for providing individual details for children attending activities. These will include name, telephone number, medical number, doctor's name and any medical or other information deemed appropriate.
3. It is the parent/guardians responsibility to inform the Centre of any special needs of the child. In exceptional circumstances the child's parent or guardian may be requested to stay with the child throughout the activity.
4. All children must be signed into the activity and signed out by parent/guardian on a daily basis.
5. No child under the age of 16 can leave an activity unless prior agreement between the Centre and parent/guardian has been made.
6. The manager or his delegate may cancel an activity if sufficient numbers have not enrolled. A full refund will be issued or another booking can be taken to the same value in such circumstances.
7. The Council's Child Protection policy will apply.
8. Refunds are not normally given for failure in attending activities.
9. FASTCARD Excite members may not receive a 50% discount on 'Hyper Holiday' activities which are off-site or externally run.

## **(16) TEAM HAMBLETON CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all Hambleton District Council Leisure Facilities.**

1. Members of Team Hambleton receive a Leisure Pass as a membership benefit. This can only be used by the employee and his or her immediate family.
2. New Team Hambleton members can exchange this voucher for the first month's fee for the Corporate FASTCARD membership deal at Hambleton's Leisure Centres.
3. The Corporate FASTCARD membership entitles members of Team Hambleton to discounted FASTCARD Freedom membership.
4. Only existing Team Hambleton members can take out a HDC corporate FASTCARD membership.
5. The Leisure Pass can be used against the pay-as-you-go prices for all leisure centre activities.
6. The Leisure Pass can be used at any of Hambleton's Leisure Centres - Bedale, Northallerton, Stokesley and Thirsk.
7. This pass is valid from 1<sup>st</sup> April to 31<sup>st</sup> March.
8. Leisure passes not used in part or full cannot be carried over to the following year.
9. There is no option for cash refund or change to be given for activities which have been accessed using the Leisure Pass.
10. If you lose your pass please notify Hambleton Leisure Centre immediately.
11. HDC retains the right to change the activities and services provided by the use of this pass at any time.
12. These conditions are in addition to the General Regulations and Conditions of Hire operated by all HDC leisure facilities. A copy of these is available at each Centre.