

Getactiveabc
Terms and Conditions
Aug 2020
Version 1.3

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2 DEFINITIONS

2.1 GLOSSARY OF TERMS.

“The Hirer” refers to the named applicant on the Booking Application Forms, the user group, their representatives, their members, and guests attending the function/event or using the facilities.

“Facilities” means those premises, buildings, outside grounds and any areas under the control of Armagh City Banbridge Craigavon Borough Council together with equipment, fixtures, and fittings belonging to such premises, which may be allocated to the hirer.

“Leisure Services” means Officers who represent Armagh City Banbridge Craigavon Borough Council.

“Hire/Hiring” means the act of obtaining for payment whether in cash or cheque or any other payment method accepted by the Council for the use of facilities as allocated to the hirer by the Council (this includes items/facilities which are “free of charge”).

“Booking” means any intended or actual booking for hire of facilities as above, whether this is a single event/function or a repeated hire for a number of dates and times over a period.

“Member” refers to anyone who pays for use of the centre in advance with either a direct debit or single payment to cover a range of visits and/or activities.

“User” refers to anyone using a centre to take part in an activity.

“Spectator” refers to anyone visiting a centre.

3 GETACTIVEABC MEMBERSHIP TERMS AND CONDITIONS

June 2020

3.1 INTRODUCTION

Dear Member

Thank you for becoming a getactiveabc member of the Leisure Centre facilities within Armagh City Banbridge & Craigavon Borough Council. The information below is designed to clarify all the guidelines and rules around using and paying for these facilities, within your membership.

The getactiveabc Membership scheme is designed and introduced to provide the same membership packages across all of the main leisure centres across the Armagh City Banbridge & Craigavon Borough.

The getactiveabc Membership scheme is designed to give customers as many memberships benefits as possible, at the best value possible and of course to provide customers with maximum opportunity to establish a healthy and fit lifestyle.

A getactiveabc “member” is defined as a customer who pays for use of listed facilities in advance via a monthly direct debit arrangement or via a one advance single payment, after the scheme launch in April 2020.

SCOPE

3.2

WHAT IS COVERED

IMPORTANT NOTE -

THIS DOCUMENT DOES NOT COVER TERMS AND CONDITIONS FOR GOLD GETACTIVE ABC MEMBERS WHO CHOOSE NOT TO SWITCH TO A NEW MEMBERSHIP PACKAGE AND ONLY APPLIES TO MEMBERS WHO STARTED THEIR AGREEMENT ON OR AFTER 1ST APRIL 2020.

THIS DOCUMENT COVERS

The main payment, access and terms of use for individual and family/group members who have purchased a getactiveabc membership package via a monthly direct debit or via a single payment at the centres listed below. The purpose of these terms and conditions is to provide maximum clarity for getactiveabc members about how the membership scheme works at the commencement of your membership term.

The leisure centre facilities which are relevant to this document and applicable under a getactiveabc membership package are listed below.

These centres are defined as either Tier 1 or Tier 2 centres

3.2.1 FACILITIES COVERED

Tier 1 Centres	Tier 2 Centres
South Lake Leisure Centre	Gilford Community Centre (including the indoor Climbing Wall)
Banbridge Leisure Centre	Tandragee Recreation Centre
Orchard Leisure Centre	Rathfriland Community Centre
Dromore Community Centre	Richhill Recreation Centre
	Keady Recreation Centre

Definition of Tier 1 and Tier 2 Centres

Tier 1: Centres are defined as centres, which have at least two from the following three criteria:

1. A swimming pool.
2. A gym.
3. Deliver more than 16 exercise classes per week.

Tier 2: Centres are defined as centres, which have only one of the above on site.

There are two tiers of getactiveabc membership packages proposed (and listed below) in order to provide the members with appropriate choice.

Tier 1 Package

The conditions of these packages are that members can use the relevant facilities at ALL OF THE 9 (11) LISTED COUNCILS INDOOR LEISURE CENTRES - that is all Tier 1 and Tier 2 centres listed in Section 2 above.

Tier 2 Packages

The conditions of these packages are that members can use the relevant facilities at ALL OF THE 5 Tier 2 LISTED COUNCILS INDOOR LEISURE CENTRES - listed in Section 2 above.

3.23 MEMBERSHIP TYPES

This document covers the following memberships

- Single.
- Family.
- Swim Only.
- Tier 2.
- Teen.
- Junior.

3.23.1 MEMBERSHIP BREAKDOWN

<u>New Membership Name</u>	Family	Single	Swim Membership	Tier2	Teen	Junior
Applies to	Maximum Of 2 Adults and A Maximum Of 3 Children (Persons Of 17 Years Of Age And Under)	Adults	Adults	Adults	Children 12-16	Children Under 12
Facility	All	All	All	Tier 2 Facilities	All	All
Unlimited Use Of Gym	✓	✓		✓	✓	
Unlimited Use Of Fitness Classes	✓	✓		✓	✓	✓
Unlimited Swimming	✓	✓	✓		✓	✓
Racquet Sports (Where Available)	✓	✓		✓	✓	✓
Unlimited Use Of Steam, Sauna And Jacuzzi (Where Available)	✓	✓	✓ In BLC & OLC not SLLC			

3.23.2 CONCESSION MEMBERSHIP

In order to qualify for a Concession Membership a person must demonstrate that they belong to one of the following categories;

Concessionary Group	Entitlement Criteria (which may be requested)	Revalidation criteria
Adults of 60 years of age and over	Documentary proof of identification and age	None
Children of 17 years and under	Documentary proof of identification and age	None, concession status will lapse on 18 th Birthday
Students	Documentary proof of student status	Upon end date of student card
Disabled People	Receipt of Personal Independence Payment (PIP) or holder of a 'Blue Badge'	Revalidation upon expiry date provided on proof
Those in receipt of benefits	Those in receipt of benefits; documentary proof required (proof to be produced every 2 months)	Revalidation upon expiry date provided on proof

Any requirements to provide repeated evidence of concessionary status for on-going direct debit memberships are displayed on notice boards in participating centres. These documents will be stored for the duration of your membership and you may be requested to represent proof once this has expired. The handling of this data is governed by Councils GDPR policy.

For one single payment memberships (12 months) documentary proof requested will need to be valid on the day of purchase, but if this concessionary status lapses within the 12 months of the membership, Council will honour the concessionary purchase price for the remaining term of the membership.

In the case of family memberships – the person responsible for the payment of the subscription (head member) must be eligible for concession status

3.23.3 CAREERS OF PERSONS WITH A DISABILITY

Where an individual with a disability is accompanied by a carer - free use will be granted to the carer where the caring responsibility does not allow the carer to enjoy the activity them self (e.g. caring for an individual with a severe disability). Where caring responsibilities allow the carer to also participate in and enjoy the activities the carer will pay the appropriate concession rate.

3.24 STARTING YOUR MEMBERSHIP

All New getactiveabc Members can start to use the centre(s) under the terms of their membership from day one.

For those who pay using the 12-month single payment method, membership starts on the day on which payment is made.

For those who wish to use the monthly direct debit method, members can pay an initial (pro rata) cash or card payment to cover the period from day one until the next direct debit payment from the member's bank or building society.

Even though this membership will entitle members to use all named centres, the administration and payment arrangements of the membership will be conducted at ONE centre only.

3.24.1 PAYMENT DATES

All new monthly direct debit arrangements will be set up on a "payment in advance" basis. With the payments taken on the 1st Banking day of each month. These payments will continue until cancelled by the member

Staff can assist in advising you how to set up the direct debit and how to avail of the benefits of this membership from "day one".

3.24.2 PERSONAL DETAILS

It is a condition of getactiveabc memberships that each member provides the centre the complete, accurate and updated contact details and bank account details where appropriate - the centre will treat all such information correctly in accordance with 'General Data Protection Regulations'. It is a condition of membership approval that validity of bank accounts will be checked in confidence at the application stage.

3.24.3 PHOTOGRAPHS

It is a condition of getactiveabc memberships that a photo of you is placed on our system as a means of identification.

3.24.4 NON-TRANSFERABILITY OF MEMBERSHIPS

It is a condition of membership that the getactiveabc membership card/fob is strictly non-transferable.

Members must carry their Membership Card when visiting any centre – the member is required to have their photo taken for identification and this will be stored on our system.

It must only be used by the member them self and by no other person; if broken Council reserves the right to prevent use of the card and to terminate the membership.

If you lose your card a payment will be applicable for a replacement.

3.25 FAMILY MEMBERSHIPS

All ABC ACTIVE “Family” membership will allow for a maximum of 2 Adults (persons of 18 years of age and older) and a maximum of 3 children (persons of 17 years of age and under) OR a maximum of 1 Adult (persons of 18 years of age and older) and a maximum of 4 children (persons of 17 years of age and under).

It is a requirement that both adults reside at the same address, proof of this will be required; by producing valid documents, which include:

- **Driving licence**
- **Utility bill**
- **Bank statement**

In the cases where documentation does not include a picture, a valid photo identification will also need to be shown.

It will be a requirement for each person listed under a family/group membership to provide a valid address and photographic I.D. and proof of age.

The price of the family package remains the same where there are less than 2 adults and less than 3 children within the membership group. Each Family member, of 8 years and over, will be allocated his/her own membership identification card or fob.

Children under 8 years of age will not be issued with family membership identification because they are unable to attend a centre un-accompanied by a responsible adult.

When a child who is included in a family/group package reaches 18 years of age, their membership under this package will cease to be valid from the due date of the second direct debit collection after their 18th birthday. In the case of a 12-month single payment family/group package, the memberships of all children

who reach 18 years of age within the 12-month timescale of the package will remain valid until the expiry date of the package.

3.25.1 CHANGING PEOPLE WITHIN THE FAMILY OR GROUP MEMBERSHIP

Changing people associated within a family or group membership is permitted if the new members still reside at the same address. **There is an administration charge associated with this in the case of Single payment members.**

3.26 DURATION OF CONTRACT

For getactiveabc Members who pay by direct debit, it is not necessary to commit to a contract or a minimum membership term. Direct Debit Members can cancel (see below) or freeze (see below) at any time after, but only after, the first direct debit payment has been automatically collected from the member's bank/building society account.

Single payment memberships will run for one year and cannot be cancelled/refunded.

3.26.1 FREEZING YOUR MEMBERSHIP

This scheme applies to getactiveabc direct debit members.

Under this scheme direct debit members are permitted to freeze their membership for a period of two months (maximum) in each rolling 12-month period, and these months do not need to be consecutive month - the charge for each month where the membership is frozen will be £0.00 - therefore the direct debit payment for each frozen month will be £0.00.

Please note: Members must "freeze" for a complete month and cannot "freeze" for part of a month. The member cannot use the centres during the month, which is frozen, except where they pay the appropriate "pay as you go" charge for each activity at reception.

3.26.2 HOW TO FREEZE YOUR MEMBERSHIP

getactiveabc Members can freeze their memberships by:

- a. Sending a brief email (or letter allowing enough notice) to the centre where their membership is administered, which includes the members name and membership number.
- b. Completing a "Freeze Membership Form" - available at the centre where their membership is administered.

3.26.3 MEDICAL FREEZES

Both Direct Debit and Annual Members can freeze their memberships for medical reasons by providing a medical certificate to their local centre.

3.27 CANCELLING MEMBERSHIP

If a getactiveabc Member wishes to cancel a Direct Debit Membership, they can do so by using any of the following options to contact the centre where they registered their membership application;

- A. Send a brief email (or letter via post) to the centre where their membership is administered and the cancelling member should include their name, address and date of birth (and membership identification number if known) within this email. You will then receive confirmation in writing via return e-mail that your cancellation has been processed.
- B. Complete a Direct Debit Cancellation Form. These forms are available at all reception areas and once completed should be given to one of a Customer Advisors.

You will receive a cancellation slip as proof of submission you must retain this as proof of cancellation.

Please Note: We are unable to process cancellations via telephone.

We require at least 1 weeks' notice of cancellation before your next payment date.

In all cases the Direct Debit memberships will be cancelled on the day when the next monthly direct debit payment is due and the member(s) will be entitled to use the centre(s) under the condition of their membership until the day of cancellation - thereafter the ex-member(s) must either:

- A. refrain from using any centre or
- B. pay for use using the "pay as you go" prices from the following day to continue to use the centre

As part of the systems debt management process, if you do not cancel your membership with a centre and choose to cancel your direct debit directly with your bank a charge will be raised against your account. To avoid this please ensure you follow the correct cancellation procedure.

The Head Member is required to cancel family memberships.

3.27.1 RE-JOINING

For individuals or families who were getactiveabc Members at any time previously, such individuals may 're-join', providing there is no historical debt owed to Council.

As part of the systems debt management process, if you do not cancel your membership with a centre and choose to cancel your direct debit directly with your bank a charge will be raised against your account. To avoid this please ensure you follow the correct cancellation procedure.

3.28 TERMINATION OF MEMBERSHIP BY COUNCIL

Council reserves the right to terminate getactiveabc a membership with immediate effect,

- When rules have been broken by the member.
- Where conduct of the member is unreasonable.
- Where there is a repeated failure of completing payments.
- Memberships will be declared invalid with immediate effect when it is discovered that any person included in a membership has declared false information by that person or another person (e.g. date of birth, address, bank account details).

When a Centre terminates a membership because of a breach of rules, then persons involved in this membership may not be permitted to purchase another membership product in future.

3.29 ACCESS TO ACTIVITIES

All new getactiveabc members will be given a getactiveabc Membership Card on becoming a member.

Members will be expected to carry their membership card with them at all times and will be expected to show his/her receipt or Membership Card to any member of any centre staff if requested to do so – thus demonstrating that payment for the activity is properly covered under the Membership Package.

Indoor Racket Sports - When getactiveabc single members are playing indoor racket sports (squash, badminton, table tennis) with a person or persons who are not Inclusive Members, then the non-All Inclusive Member(s) will be expected to pay a charge (in advance at reception) which will be equivalent to approximately 50% of the normal and relevant charge per court. This charge will cover from one to three Non-All-Inclusive Members on each occasion. All Members must report to reception before commencing any racket sport activity on each occasion.

Note: The term "Indoor Racket Sports" does not include outdoor tennis courts.

3.30 MEMBER FACILITY USAGE & BOOKINGS

All activities for getactiveabc Members are subject to availability.

Each Centre in the Borough is different in design and layout; therefore individual procedures will apply e.g.

- Supervision of children in pools.
- Changing room protocols.
- Lockers.
- Car parking.
- Age limits in gyms.

These procedures are available at each centre, please ask a member of staff if you would like to see these documents.

Therefore you are bound to abide by the terms and conditions of membership outlined in this document, you are also local procedure used at individual centres.

Getactiveabc members enjoy additional booking privileges covered later in this document.

3.31 CLOSURE(S) OF CENTRES

Centres may be closed or may operate on a reduced hour's basis on certain day's e.g. public holidays and government events such as elections.

Such closures and reduced hours will always be planned and published well in advance. It is deemed that all Members agree and accept, in advance, that such closures and reduced hours are an integral part of the package purchased.

3.32 NON-AVAILABILITY OF FACILITIES/ACTIVITIES

In exceptional circumstances some facilities or activities may not be available from time to time e.g. major equipment failure. We will endeavour to have the problem rectified as soon as possible to ensure normal service is resumed. It is deemed that all Members agree and accept, in advance, that such circumstances can occur and are an integral part of the package purchased.

4 SWIMMING LESSONS

- The swim lesson programme is offered as a monthly direct debit option. If you wish to cancel your direct debit, you must give one full calendar months' notice in writing at the centre you joined. Your last lesson will be the last week of the calendar month of the final direct debit payment.
- In the interests of Health and Safety parents are NOT permitted onto the poolside, except where specific sessions require the attendance of a parent/guardian. They may, however, sit in the pool viewing area/seating.
- In the event of circumstances beyond our control lessons may be rescheduled or cancelled without prior notice, although efforts will be made to provide notice, notice cannot be guaranteed. ABC Council will endeavour to offer an alternative lesson or suitable alternative in these circumstances.
- Refunds or rescheduled lessons will not be given for non- attendance due to holidays. The monthly DD price is based on the cost of 48 lessons, equally spread over 12 months. Therefore, the DD is one amount and this will not be lower in months where there are holiday periods.
- Refunds or rescheduled lessons will not be given for non-attendance due to sickness unless a medical certificate is provided. Where a medical certificate is provided the DD will be frozen and the child's place on the programme held.
- Claims for refunds will not normally be considered. However, certain requests may be considered in exceptional circumstances at the discretion of the Management.
- Where considered necessary ABC Council reserves the right to change the course details, i.e. day, time, course etc. efforts will be made to give prior notice, although this cannot be guaranteed.

- ABC Council endeavour to maintain the same Swim Teacher for a course where possible but reserves the right to change the Swim Teacher as may be necessary from time to time.
- Approximately 5 minutes per lesson will be allocated to the administration of registration and achievement records for participants. Please arrive on time or before the swimming lesson start time.
- All places booked on the swimming lesson programme must be paid for in advance and, therefore, bookings cannot be taken without prior payment.
- If a child is ready to progress to the next level, but there are no spaces available on the next level the child will remain on their current level until a space becomes available.
- You must use all equipment and facilities in an appropriate manner and give safe regard to your own Health and Safety and to that of others.
- We will write to inform you a minimum of two weeks in advance before the introduction of any price adjustments. It is the participant's responsibility to inform us if personal details change e.g. address, telephone number and email. Participants who do not wish to accept an increase in subscription may give notice in accordance with condition 1. In such circumstances the participant giving notice must continue to pay at the current rate until the notice period ends.
- We reserve the right to withdraw all or any part of our facilities for any periods where we require them for events, repair, alteration or maintenance work. Where possible an alternative facility will be provided. No refunds will be provided under the condition if there are no more than 6 instances of withdrawing facilities in any 12 month period. We reserve the right to offer a suitable alternative.
- We accept no liability for lost or stolen goods whilst on our premises unless as a direct result of our negligence. Property stored in lockers is at your own risk. Cars parked in the car park and all contents in them are your responsibility and we will not accept any liability for loss or damage to them.

- It is your responsibility to ensure that the participants are fit to use the facilities. Please inform a member of the Swimming Lessons Team of any health or medical conditions.
- Participants must comply with conditions of use displayed throughout the centre relevant to each activity.
- ABC Council reserves the right to adjust or amend the terms and conditions as necessary, whilst efforts will be made to provide notice this cannot be guaranteed. Participants are requested to adhere to the terms and condition of use. These may vary from time to time within the centre of choice.
- For Health and Safety reasons, participants who have suffered diarrhoea in the last 24 hours are asked not to attend any swimming lessons. Aqua nappies must be worn for all non-toilet trained children.
- If payment cannot be made access to the classes may be withdrawn at the discretion of the management team.
- We reserve the right to cancel a participant's direct debit if these conditions are not adhered to.

5 CORE TERMS AND CONDITIONS FOR BOOKING OF CLASSES & THE HIRE OF LEISURE FACILITIES WITHIN ARMAGH CITY BANBRIDGE & CRAIGAVON BOROUGH COUNCIL

5.1 BOOKING CATEGORIES

- Class booking & casual activity bookings.
- Events (Regular bookings by activity/club for private/school groups).
- Regular bookings by activity/club for private/school group's.

5.2 CLASS BOOKING & CASUAL ACTIVITY BOOKING

Members and users will be able to book classes, badminton courts, squash courts and table tennis before the time of the activity (where these activities are available):

- Members can book 8 days in advance for classes and courts.
- Pay as you go users can book courts or pitches 7 days in advance or classes 2 days in advance.

5.2.1 HOW TO MAKE A BOOKING

Please note: the person involved can only make bookings:

A. Booking online.

B. Making a phone call to appropriate centre reception stating the members name and membership number, or booking in person at the centre reception.

Members and users are very welcome to arrive at the appropriate centre at any time ("drop in") with no prior notice to avail of a "bookable" activity such as exercise classes, squash, badminton or table tennis - however members must accept that there is a risk of disappointment if their desired activity is either full or being used by other members or non-members.

Similarly, availability of the pool and/or sauna and/or steam room and/ or gym is subject to number of people using the facility at that time, albeit that occasions when the pool/sauna/steam room/gym have reached their maximum numbers are infrequent.

5.2.2 NON - ATTENDANCE

If a getactiveabc user is not able to attend a booked exercise class or a booked badminton/squash/table tennis session, the appropriate centre will expect to be contacted about this with 24 hours in advance (in order to allow others to take up the available place/space); however, members can be assured that there will be no cancellation charge or "non-attendance" charge applied for non-attendance whether or not notice is given by members.

5.2.3 **BOOKING PRIVILEGES**

However, if a user repeatedly does not attend a booked activity or abuses the booking privileges in any way e.g. exercise classes or badminton/squash/table tennis session without informing the centre in good time, then booking privileges will be withdrawn from that user.

In extreme cases, after centre staff give warnings, the centre may cancel the Membership.

If a member does not attend 3 booked activities in a rolling 30 day period they will receive:

- In the first instance receive a 7-day booking ban.
- In the second instance receive a 14-day booking ban.
- Finally have their booking privileges suspended for 1 month.

5.3 **EVENTS (REGULAR BOOKINGS BY ACTIVITY/CLUB FOR PRIVATE/SCHOOL GROUPS)**

5.3.1 **GENERAL CONDITIONS**

- All users of Council facilities must agree to abide by the Terms and Conditions of hire.
- Applicants must ensure that they read the content of this document before signing the 'Booking Application Form'.
- There are two Booking Application Forms with their own specific booking conditions which accompany these Core Terms & Conditions –
 - One off event/function or an infrequent booking
 - Contract & Regular Bookings by Activity/Club/Private & School Groups

Any concerns or points of clarification should be raised with Leisure Services staff, who will be happy to deal with your enquiry.

5.3.2 *Commercial and Off-Peak bookings*

Commercial and off-peak pricing information inserted here when agreed

BOOKING APPLICATION FORMS

5.3.3

- Application for the hire of any council leisure facility must be made on the appropriate Booking Application Form, which must be signed by a valid representative of the hiring group or club, or in the case of individual Hirer, by the person who will be paying the hire fee. This person, responsible for payment of all sums due under this contract, is hereafter referred to the Hirer.

- The hired facilities must only be used for the purpose stated in the booking form. The hirer is only permitted to use the specific facilities, which have been hired and paid for using the proper application process. Any breach in the Terms and Conditions of Hire will result in Council revoking, with immediate effect, permission to use the premises.
- Set up and set down should be included within your required booking time slot on your booking application form.
- The signing of the booking form indicates and confirms the Hirer has read, understood agreed to and will abide by the terms and conditions of hire set out in this document and any other relevant terms advised by Officers from the Council.
- It is the responsibility of the hirer to make any details of layout requirements, resource requirements, etc. very clear in the Booking Application Form. Resources requested after the application form has been submitted may be charged for and this may change any prices previously agreed.
- The hirer may be asked for Risk Assessments and other documentation, depending on the nature of the booking.

5.3.4 PAYMENTS

- Deposits are detailed in each category's booking conditions application form.
- Payments are detailed in each category's booking conditions application form.
- An invoice will be sent after receipt of the completed and signed Booking Application Form and will indicate acceptance of the booking subject to due payment(s) being received.

5.3.5 CANCELLATIONS

- Council reserves the right to refuse, cancel or change a booking reservation at any time without liability, but will forthwith refund to the hirer any charges paid as appropriate.
- Council reserves the right to cancel a booking if subject to approval, information relating to the booking comes to light that in any way changes or impacts upon the nature of the event/booking as specified at the time of booking,

6 TERMS OF ENTRY REQUIREMENTS

6.1 GENERAL ADMISSION

Our aim is to ensure that all customers visiting our facilities have an enjoyable experience. To do this you are required to respect our staff, property and buildings, as well as other customers and their belongings. All users of the facility have a duty of care to themselves and others.

All children under the age of 8 must be accompanied on site at all times by a responsible person aged at least 16 years or over; unless partaking in a properly structured session.

Users of the facility should advise staff if they are taking any medication or have any medical conditions that might affect your ability to exercise safely.

6.2 ACTIVITY AREAS

6.2.1 SWIMMING POOLS

- All children under the age of 8 must be accompanied by a responsible person aged at least 16 years or over when using the pool; unless during a properly structured session.
- The responsible person must always remain within reaching distance of the child ; they cannot leave them to go for a swim or enter another pool.

Age Range	Main Pool	Minor Pool	Leisure Pool (SLLC)
0-3 years	1 to 2	1 to 2	1:1
4-7 years	1 to 3	1 to 3	1:2

Admission ratio is calculated on the youngest child age. If one child is under 4 then ratio is 1 to 2

6.2.2 FITNESS & HEALTH SUITE

- Prior to using any Fitness Suite, you are required to undertake an Induction.
- Inductions must be booked in advance.
- Minimum age 16.
- The exception would be for 12-15 year olds attending the Fitness Suite under the supervision of either a Fitness Advisor or Adult. More information is available www.getactiveabc.com/teengym

HEALTH AND WELL BEING SUITES

There are a number of health and wellbeing suites in our centers, each vary in size, design and layout.

Each of these health and wellbeing suites will have their own procedures that members must abide to. These procedure are available at reception for viewing and this will be explained at the time your membership is taken out.

6.2.3 EXERCISE CLASSES

- Minimum age 16 years.
- The exception would be for 12-15 year olds under the supervision of an adult partaking in the Exercise Class. Further facility specific terms and conditions may apply as certain classes may not be suitable.
- 12-15 year olds can partake in a number of dedicated exercise classes that have been design specifically for this age group. This class timetable will be available? [www.getactive](http://www.getactive.com)
- Members can book 8 days in advance for classes.
- Pay as you go users can book classes 2 days in advance.

6.2.4 Other activities

Each facility also delivers other activities more details are available at the centre or by visiting www.getactiveabc.com/centretermsofuse

7 MISCELLANEOUS

7.1 FIRE, SAFETY & SECURITY

The User is responsible for ensuring the following safety rules are adhered to.

The User MUST

- Ensure that all Emergency Exits are kept clear, and that entrance doors and corridors are free from obstruction.
- Not bring any flammable or explosives onto he premises
- Not use any equipment not expressly included (with or without charge) on the booking form unless the Manager gives his/her express permission so to do.

- The user must ensure that events/activities are conducted in a safe manner. If a problem arises during an event/activity, which is likely to put users/guests at risk, it is the user's responsibility to inform a member of staff immediately, cancel the function/activity and vacate the facility.
- Staff in attendance (or their authorised representative) will have the final authority in terms of the cancellation of a function due to a breach in the Terms of Hire, or for reasons of Health and Safety.
- In the event of any Alarm i.e. fire or other emergency, the facilities/premises must be evacuated immediately, and any instructions given by Leisure Staff must be followed.
- Armagh City Banbridge Craigavon Council staff may at their discretion temporarily store equipment at a facility for the User but council shall accept no responsibility for loss damage or theft of such equipment.
- A duly authorised officer of the Health and Recreation Department shall always have the right of free access to all parts of the building/site for the purpose of inspection.

7.2 FIRST AID

- Staff can provide first aid assistance to any user that requests it in an emergency.
- Our facilities do not accept DNACPR forms and that as the lifeguard/leisure centre staff are not a health care professional, they cannot decide not to start CPR. We will start CPR in all cases regardless of a bracelet/tattoo and as soon as the ambulance crew arrive staff report the situation as to DNACPR and the crew would make the call.
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7.3 DAMAGE TO FACILITY OR PROPERTY

- The User agrees to defray the cost of making good any loss or damage caused to the building, equipment or appliances either to the council or of any other persons during the period of or arising in connection with or consequently of this booking.
- After completion of the booking, the condition of the facility and equipment will be inspected and any breakages or damage to the property, which occur whilst the applicant is using the facilities, their members or guests, will be the responsibility of the user.
- Any costs of repairs or replacements will be reclaimed by the issue of an invoice to the User, which the user agrees to pay within 30 days.
- Council accepts no responsibility as regards loss damage of property belonging to the persons hiring or using the facilities.
- Council does not warrant the suitability of any facilities or equipment hired and the user shall be deemed to have satisfied himself of the suitability and safe condition of same and no liability will attach to Leisure Services in respect thereof.
- The user shall not adjust the services facilities e.g. using nails or pins or adhesive tape on walls etc. without the express and advance permission of Staff.

7.4 LIABILITY INSURANCE

- Public Liability Insurance, for the premises, is held by the Council against any negligence on the part of Armagh City, Banbridge & Craigavon Borough Council.
- The user must also agree to indemnify the Council, (such liability to be joint and several) against all claims, actions, demands, costs or proceedings, which might arise out of any negligent act or default of the user, the members and guests using the premises.
- The user may be requested to produce evidence of having obtained additional Public Liability insurance cover in their own name when special risks can be anticipated.
- Any organisation hiring our facilities within a Category 1 Event hire basis may be required to have their own public liability insurance. A copy of the insurance certificate needs to be produced so that the booking application can be considered. The user may be Public Liability insured under affiliation to a Governing Body, and if so please state, and provide documented proof.
- *Evidence of appropriate Employers Liability Insurance may also be required.*

7.5 OPERATING DAYS AND TIMES

- The premises must be vacated immediately at the end of the hire period, and guests should be asked to leave as quickly and as quietly as possible, in order to ensure the minimum amount of disruption to neighbouring properties etc.
- The user must clarify in advance the times and arrangements, which will be required for the pre-organisation/set up of any event and the post event "take down". Where this results in certain facilities being rendered unavailable for normal bookings from other users or by casual customers, then the user will normally be charged for these facilities also.
- Bookings made outside the normally operation hours of the facility or on public holiday when the centre would normally will be closed, will be charged double rate to covers operational costs.

7.6 MAXIMUM NUMBERS

- Council will decide in advance maximum number of participants for any event, function etc.
- Facilities/Premises must not be filled beyond the number allowed for comfort and safety reasons.

7.7 ALCOHOL / Harmful substance abuse

- No intoxicating liquor/intoxicating substance may be consumed within the premises/facilities/site, without prior approval of the Council.

- Council staff have **the right to refuse/ will refuse entry to any person** who is deemed in the opinion of Council staff to be under the influence of liquor or substances where this may endanger the Health and safety of any person.
- The user should not use the facilities for any purpose, which is offensive, obscene or likely to cause riot or breach of the peace. No drunkenness or any violent behaviour will be permitted and the Council Staff in attendance will have the right to cancel a function or ask a member of the public to leave.

7.8 CATERING ARRANGEMENTS

- Please note that **normally**, only food or beverages purchased from the local catering franchise holder or vending machines located in the facility may be consumed within the bounds of the facility.
- The user must declare in advance any intention to sell or distribute any food or beverages, directly or indirectly, and gain written approval before making any such arrangements.

7.9 NO SMOKING POLICY (this includes the use of e-cigs)

- The Council have adopted a NO SMOKING POLICY within all areas of any building, including the external areas at the front of any council properties.
- The User will ensure all guests or visitors associated with a private booking are aware of this and will comply with this rule.

7.10 EQUIPMENT TO BE BROUGHT ONTO THE PREMISES

- Any equipment, which is brought onto the premises/facility by the user, members or guests, must be in a safe condition.
- The user agrees to indemnify Council against any claims, action, demands, costs or proceedings, which may arise out of the use of any equipment not belonging to the Council.
- Council may require Safety Certificates for specific items, and/or reserve the right to inspect all of the user's equipment. If Council staff deems any of the user's equipment to be un-safe then this equipment must be safely removed immediately from Council premises.

7.11 BROADCASTING MUSIC/VIDEO / RECORDING OF IMAGES

- Where applicable, the User is responsible for the compliance with the terms and conditions of any licence issued by any PRS or PPL or other licence. Payments are the full responsibility of the user and must be made direct to the governing body
- The Terms and Conditions of Armagh City, Banbridge & Craigavon Borough Council's Entertainment Licence must be strictly adhered to (further information is available upon request).

- The User is requested to keep the noise level to an acceptable standard. Any instructions given by Staff should be adhered to.

7.12 ADVERTISING AND PROMOTION

- The user must fully declare in advance any intention to advertise (or promote, or use sponsorship) on behalf of the user or on behalf of any other body or organisation and must declare in advance the nature of this advertising/promotion/sponsorship.
- The user must gain prior approval in writing for such advertising, sponsorship or promotion before making any such arrangements for advertising, sponsorship or promotion.

7.13 RECEIVING MONEY OR FUND RAISING

- The user must fully declare in advance any intention to collect or receive money on behalf of the user or on behalf of any other body or organisation, before, either during or after the activity, and must declare in advance the nature and methodology of receiving this money. The user must gain prior approval in writing for such receipt of monies or funds. The user must also declare the intended destination(s) of all monies or funds.
- The user must make the above declaration and gain approval in all cases, even if the user does not consider himself or herself to be a “commercial venture”. Council will make the decision about whether the booking or hire and its nature are appropriate or not.
- Private or Professional Personal Training and Private swim tuition is not permitted.

7.14 SAFEGUARDING POLICY

- Council has a ‘Safeguarding Policy’ and is a member of the ‘Leisurewatch Scheme’, which the user must abide by when using our facilities.
- Should you have any concerns about a child or vulnerable adult while using the facilities you must contact a member of Staff. It is the user’s responsibility to ensure that all members of your group/organisation are made aware of this obligation.
- Photography - In particular, you must adhere strictly to the Council Policy on Photography – “If you wish to record moving images or take photographs in any facility you must obtain permission to do so in advance. You should report your request to reception”.
- Where any user is regularly working with children or vulnerable adults - The user must carry out Access NI vetting checks on prospective adult users/employees/coaches/volunteers whose normal duties include REGULARLY caring for, training, advising, counselling, coaching, supervising or

being in sole charge of children and their managers/supervisors. It is the responsibility of the user to ensure that all their employees/coaches/volunteers have the relevant check in place at the time the booking takes place.

- Groups/organisation must indicate on the booking form that they have the relevant access NI checks in place before the booking commences.
- To hire our facilities, it is mandatory that if your organisation is working with individuals, under 18 years of age or vulnerable adults, they have an acceptable 'Safeguarding Policy' in place and submit this with the application/booking form. Alternatively, the user or organisation can sign up to the Councils 'Safeguarding Policy'; by doing so they are accepting and must comply with the policy standards.

7.15 CAR PARKS & COUNCIL GROUNDS

- The user will be expected to adhere to policy and guidelines with regard to car parks, vehicle parking and the grounds, which constitute Council property as well as adherence to Council policy within the buildings themselves.
- Facilities like car parks will not be automatically made available to the user e.g. in the case of large events or where the number or nature of vehicles associated with the user would displace normal customers of the centre.

7.16 GAMBLING OR COLLECTIONS

- No collections, games of chance, sweepstakes or lotteries nor any betting may be conducted within Council facilities or premises without the prior consent of the Council.

7.17 BROADCASTING – to be confirmed ????????

- No User shall grant newspaper, sound or television broadcasting or filming rights without the prior written consent of the Council. If such consent is given the Council reserves, the right to be a party to any negotiations and to the terms and conditions of any agreement reached and to share, any income and publicity derived there from.
- Livestreaming is not permitted on site without prior consent of Council

7.18 TRANSFERABILITY

- The rights to use of facilities agreed with the user are not transferable to another party.

7.19 Unreasonable Customer Behaviour

Armagh City, Banbridge and Craigavon Borough Council is committed to providing a safe and pleasant environment for all staff and customers who utilise its services.

- Council will not tolerate abusive, aggressive or violent behaviour from customers towards members of staff, or other customers, and will take the necessary steps to ensure that prompt and effective action is taken against any person engaging in such behaviour.

Council has an 'Unreasonable Customer Behaviour' policy that will be implemented if customers are acting in an unreasonable way, to find out more about this go to:

www.armaghbanbridgecraigavon.gov.uk/policies

7.20 GENERAL DATA PROTECTION REGULATION – GDPR

At Armagh City, Banbridge and Craigavon Borough Council (ACBCBC) we are committed to protecting your privacy. Information and personal data submitted for bookings and memberships will be retained securely and in line with Council's records retention and disposal schedule. Council will not routinely disclose your personal data to another person or organisation: however, we may have to disclose if required by law.

This data may be passed onto other council services were there are legitimate business reasons.

The General Data Protection Regulation gives you more control over how your personal information is used. If you require any further information, our privacy notice is available on the Council website or by request.