

By making use of our facilities you hereby agree to these terms and conditions.

MEMBERSHIP

Membership of Marjon Sport & Health is available to anyone aged 16 years of age or over. We may ask at any time for proof of age or proof of other details such as bank account or address; it is a condition of membership to provide these details when requested.

Monthly Direct Debit Membership

In these terms and conditions, 'monthly' membership means every full calendar month. A full calendar month starts on the first day of the month and ends on the end of the last day of that same month. Therefore if you wish to make an adjustment to your membership, such as a cancellation, if you notify us on the 20th May, your membership would be cancelled from the 30th June.

You will be expected to make an initial starter payment when joining Marjon Sport & Health. This will enable you to start using the facilities and allow us time to set up your direct debit. If you join Marjon Sport & Health on a monthly membership, on or before the 15th of any month, you will be asked to pay any joining fee and the remainder of that month's membership. Your direct debit will then start on the 1st of the following month. If you join after the 15th of the month, you will be required to make an upfront payment of the remainder of that month's membership, and full payment for the following month, your direct debit will then start on the 1st of the following month. For example, if you joined on the 16th December, you will pay any joining fee as well as the monthly membership fee for the remainder of December and all of January. Your first direct debit payment will then be taken on the 1st February. After joining should you wish to change your bank account details after the 15th of any month you may be requested to pay upfront for the following months payment if your direct debit cannot be set up in time; you will be advised by Marjon Sport & Health staff at the time of adjusting your bank details if this is the case.

Public Gym and Swim and Classes – This membership entitles you to unlimited use of the gym (also referred to as the fitness suite with free induction and one free personal programme to be used within 3 months of joining) during our advertised opening hours and swimming pool during 'open' sessions and adult group exercise classes. All other facilities such as badminton and table tennis are bookable up to 7 days in advance and will be charged at the advertised rate.

Public Swim and Gym – This membership entitles you to unlimited use of the swimming pool during 'open' sessions and unlimited use of the gym (also referred to as the fitness suite with free induction and one free personal programme to be used within 3 months of joining) during our advertised opening hours. You are welcome to use other facilities on a pay as you go basis, paying the standard advertised rate.

Marjon Staff - This membership entitles you to unlimited use of the gym (also referred to as the fitness suite) with free induction and one free personal programme to be used within 3 months of joining during our advertised opening hours and swimming pool during 'open' sessions. This membership also includes the use of badminton, outdoor tennis and table tennis which can be booked up to 7 days in advance and includes free hire of associated equipment. Marjon staff that wish to book the sports hall and/or astro will be charged the advertised rate, however if these facilities are not booked you may 'drop-in' and use these facilities for free. All other facilities will be charged at the standard rate. This membership is a discounted membership and is only available to contracted Marjon staff; you will be asked for proof of employment when joining Marjon Sport & Health and may be asked to provide further proof on an annual basis to continue enjoying the discounted rate. Marjon staff membership is not automatically cancelled when you leave the University: Please refer to the cancellation policy below for details on how to cancel. Additional terms apply for Salary sacrifice membership as shown on the intranet and salary sacrifice application form.

Marjon Students - This membership entitles you to unlimited use of the gym (also referred to as the fitness suite) with free induction and one free personal programme to be used within 3 months of joining during our advertised opening hours and swimming pool during 'open' sessions. This membership also includes the use of badminton, outdoor tennis and table tennis which can be booked up to 7 days in advance and includes free hire of associated equipment. Marjon students that wish to book the sports hall and/or astro will be charged the advertised rate. However if these facilities are not booked you may 'drop-in' and use these facilities for free. All other facilities will be charged at the standard rate. This membership is a discounted membership and is only available to Marjon students; you will be asked for proof of your status (such as your student number) when joining Marjon Sport & Health and may be asked to provide further proof on an annual basis to continue enjoying the discounted rate. Marjon student membership is not automatically cancelled when you leave the University please refer to the cancellation policy below.

Corporate Membership - This membership gives the same benefits as the public membership as outlined above at a discounted rate. This membership is only available to certain companies; you will be asked for proof of employment when joining Marjon Sport & Health and may be asked to provide further proof on an annual basis to continue enjoying the discounted rate.

Monthly Memberships (Excluding Marjon Student 12 month discounted membership)

The minimum term for membership is one full calendar month, after this time to cancel we require one months notice in writing, (e.g. if we receive your notice to cancel on the 22nd of April your membership will be cancelled on the 31st May) To cancel your membership you are advised to email membershipcancellations@marjon.ac.uk or you can complete a membership amendment form which can be downloaded from our website or collected in person from our reception. Alternatively you can send us written notice via email or post. If you decide to send us notice via post please be aware that it is your responsibility to ensure enough time is allowed for us to receive your notification of cancellation. Therefore we suggest when posting us your notification of cancellation that you send it recorded delivery. In the event of a dispute where we have failed to receive your email or letter, we will require proof of posting. Once a membership has been cancelled you may re-join Marjon Sport & Health at any time paying the initial fee as outlined above. Marjon staff and student membership is not automatically cancelled when you leave the University, therefore you will need to notify us in line with these terms and conditions.

Monthly memberships are only payable via direct debit, from the bank account you nominated at the time of joining; direct debit payments are taken on or around the 1st of each month. In the event that your direct debit is returned from the bank unpaid you will be expected to pay the balance owing when requested by Marjon Sport & Health staff before you are allowed access to the facility. If you cancel your direct debit without giving the correct notice of cancellation and do not return to Marjon Sport & Health within one month we will assume you wish to cancel your membership and you will be sent notice to pay for your last month, as detailed in the cancellation terms. Should this amount remain unpaid we will seek to recover these funds with any additional administration charges. You will not be permitted to re-join or use Marjon Sport & Health until this amount has been paid.

Marjon Sport & Health does not offer a 'freezing' of membership or the facility to carry days over for personal/business holidays etc. In these cases you are advised to cancel your membership in accordance with our cancellation terms outlined above and to rejoin when ready to do so. All monthly memberships payable by direct debit are covered by the direct debit guarantee a copy of which is shown on the bottom of the direct debit instruction you complete when joining.

Marjon Student 12 month discounted membership

As per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you are entitled to cancel your membership and receive a full refund of any fees paid within 14 days of completing your membership application form. However, as per regulation 36 of Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you select to commence your membership immediately, or you ask us to start your membership early, you agree that if you subsequently cancel your membership within the 14 day period, you will be refunded any monies paid, less an amount for the membership you have already used. To cancel under this cooling off period please contact the sports centre manager. The

minimum term for Marjon students who join in advance of arriving at the University and benefiting from this discounted rate is 12 months. The membership will continue from month 13 at the discounted rate until cancelled. Once cancelled for those who re-join the standard Marjon student membership rate applies. We require one calendar months' notice in writing to cancel your membership once your minimum term of 12 months is complete, (e.g. if we receive your notice to cancel on the 22nd of April your membership will be cancelled on the 31st May) To cancel your membership you are advised to email membershipcancellations@marjon.ac.uk or you can complete a membership amendment form which can be downloaded from our website or collected in person from our reception. Alternatively you can send us written notice via email or post. If you decide to send us notice via post please be aware that it is your responsibility to ensure enough time is allowed for us to receive your notification of cancellation. Therefore we suggest when posting us your notification of cancellation that you send it recorded delivery. In the event of a dispute where we have failed to receive your email or letter, we will require proof of sending. After the minimum term once a membership has been cancelled you may rejoin Marjon Sport & Health at any time paying the starter fee as outlined above. Membership is not automatically cancelled when you leave the University. This membership is only payable via direct debit, from the bank account you nominated at the time of joining; direct debit payments are taken on or around the 1st of each month. In the event that your direct debit is returned from the bank unpaid you will be expected to pay that balance owing when requested by Marjon Sport & Health staff before you are allowed access to the facility. If you cancel your direct debit without giving the correct notice of cancellation and/or you have paid the minimum term and do not return to Marjon Sport & Health within one month we will assume you wish to cancel your membership and you will be sent notice to pay for the remaining term. Should this amount remain unpaid we will seek to recover these funds with any additional administration charges. You will not be permitted to re-join or use Marjon Sport & Health until this amount has been paid. Marjon Sport & Health does not offer a 'freezing' of membership or the facility to 'carry days over' for personal/business holidays etc. In the event of an injury or illness which prevents you from exercising and with supporting evidence we may consider on a case by case basis freezing your membership. All monthly memberships payable by direct debit are covered by the direct debit guarantee a copy of which is shown on the bottom of the direct debit instruction you complete when joining.

Fixed Term Memberships

Marjon Sport & Health offers a number of fixed term memberships which can be purchased at any time and a 6 week membership available at selected times. These can be purchased at reception by cash or credit/debit card. These memberships entitle you to unlimited use of the gym (also referred to as the fitness suite) during our advertised opening hours and swimming pool during 'open' sessions. All other facilities such as group exercise classes and badminton are bookable up to 7 days in advance and will be charged at the advertised rate. Marjon Sport & Health may at any time place a limit on the number of times a trial membership can be purchased.

ANNUAL MEMBERSHIPS

Annual Memberships may be purchased at any time by cash or debit/credit card and will run for one full calendar year. Once purchased this membership cannot be cancelled, adjusted or transferred. There are no refunds/additional days given in lieu for bank holiday closures. Marjon Sport & Health does not offer the facility to 'carry days over' for holidays/breaks in your membership.

PAY AS YOU GO BOOKINGS

Pay as you go bookings for members (Sports Hall hire/Astro hire/Gymnasium hire/activity bookings including 5 a side football, table tennis, badminton, fitness suite personal program/induction and fitness classes) can only be made by registered members of Marjon Sport & Health. Bookings can be made up to 7 days in advance of the desired booking time and can be made at reception or by calling 01752 636876.

Cancellations should be made as soon as possible, however Marjon Sport & Health reserves the right to charge users the full activity or hire charge for cancellations made with less than 6 hours notice. If an activity is not cancelled and not attended, the full charge will remain. In the event that a cancellation charge is due Marjon Sport & Health insists that the charge is paid before re-entry is allowed, this includes members who have a monthly or annual membership. In rare circumstances where an event is cancelled by Marjon Sport & Health no charge is made. Normally bookings last for 55 minutes. It is the member's responsibility to ensure that they arrive at Marjon Sport & Health within good time to start and end their session promptly at the time the facilities have been booked. Users who arrive late will only be allowed to use the facilities up until the end of the booked session time and will be charged at the full rate. A £10 charge will be made for any damage to the equipment on loan, and access to Marjon Sport & Health will not be allowed until this charge has been paid, this includes those members who have a monthly or annual membership. Short courses, swimming lessons and children's courses are not classed as pay as you go facilities.

CANCELLATION OF PAY AS YOU GO BOOKINGS

Cancellations should be made as soon as possible, however Marjon Sport & Health reserves the right to charge users the full rate of the activity or hire charge for cancellations made with less than 6 hours notice or when no cancellation notice has been made. In the event that a cancellation charge is due Marjon Sport & Health insists that the charge is paid before re-entry is allowed, this includes members who have a valid monthly or annual membership.

BLOCK BOOKINGS

Block bookings are subject to availability and are at the discretion of the Sports Centre Manager. Once a block booking is made and agreed all sessions will become chargeable and cannot be cancelled. Bookings are not automatically renewed and should be renewed by the hirer in the final few weeks of any previous block booking expiring. Bookings that are not renewed by the week before the final session will be closed and the space opened to other users. Payment must be made at the start of each session and any block that runs into arrears will be cancelled with immediate effect and the hirer's membership cancelled. The hirer of each block booking is responsible for ensuring these terms and conditions are adhered to by all users in that group.

SWIMMING POOL

Use of the swimming pool is subject to agreement of the general rules of the swimming pool also known as "normal and emergency operating procedures" (NOPs and EAPs). The NOPs and EAPs are enforced by the lifeguard who is on duty to provide a safe environment; the lifeguard's directions or advice is final. The swimming pool operates a timetable (which we reserve the right to change) which is produced monthly, some sessions are regular sessions which we try and run on a permanent basis; these sessions are indicated as such on the swimming pool timetable. However, this is not a guarantee that these sessions will run each day/week therefore we advise checking with us before making a special trip. Timetables for the swimming pool are shown on our website and copies are available from reception.

Children who are not toilet trained should wear appropriate pants. A disabled pool hoist is available immediately on request. Marjon Sport & Health cannot be held responsible for not being able to provide the hoist in the unlikely event it is withdrawn for a short period of time due to damage etc. Marjon Sport & Health currently provides some swimmer specific sessions such as Female only and Over 60s. These sessions are strictly for the specified group. These sessions can be withdrawn, or altered, without notice, at the discretion of the Sports Centre Manager.

Toys and items of a similar nature are not to be brought into the swimming pool area. The use of arm bands, floats and woggles for the aid of swimming is permitted. During busy periods Marjon Sport & Health reserves the right to restrict entry to the swimming pool if the area is becoming overcrowded.

Ratios of children to adults apply to entry in the swimming pool and this is clearly displayed at the entrance point and is subject to change in line with legislation and in house policy and procedures.

GYM/FITNESS SUITE

Members must be over 16 years of age to use the fitness suite. All members must complete and pass both a health questionnaire and a fitness suite induction session/waiver before using the fitness suite. Members are advised not to undertake strenuous physical activities without first seeking medical advice if they have concerns over their physical condition. Marjon Sport & Health reserves the right to refuse access to the fitness suite to any member if, at its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of such facilities.

Users must notify Marjon Sport & Health of any circumstances affecting their health which may be exacerbated through continued use of fitness facilities. Users must inform instructors if their health status changes. Members using the fitness suite are requested to carry a suitable towel for the purpose of cleaning equipment after use, and should seek guidance on how to use new or unfamiliar equipment.

Entry may be refused to those who are late for bookings, such as inductions and personal programmes, and the charge for that booking will remain payable as outlined in our terms and conditions for cancellation as shown above. Access will not be given to Marjon Sport & Health whilst any debt is outstanding.

The fitness suite may at times accommodate student lectures/student learning experiences. Marjon Sport & Health will, where possible, advise in advance of any such events. The group cycling zone may be used for general exercise at any time, however must be vacated at least 15 minutes before any group exercise class to allow participants suitable time to set up.

ADULT FITNESS CLASSES

Fitness classes are for registered users/members of Marjon Sport & Health only, who have completed and passed a health questionnaire and users must be aged 16 years or over. Fitness classes remain chargeable at the advertised price if not cancelled with at least 6 hours notice as outlined above in our cancellation policy. If an activity is not cancelled and not attended, the full charge will remain.

Users must adhere to the advice given to them from the instructor, and any person causing disruption or offence may be excluded from further activities. Marjon Sport & Health reserves the right to alter or adjust the classes on offer at any time.

SPORTS HALLS, GYMNASIUM AND ASTRO USAGE

All activities within the sports halls/astro turf etc must be booked in advance, through the reception desk. There should be no casual activities played in these facilities without booking first through the appropriate channels. Equipment provided in these areas such as basketball hoops and goals are for their intended sports use only. Fire doors and emergency exits are intended for emergency use only, should be kept clear and should not be used at any other time.

PERSONAL TRAINING

Prices and details of personal training are available on request and are arranged directly with the personal trainer based on the needs and requirements of the customer. Personal training is available to anyone aged 13 years or over and is subject to availability. Block bookings once paid for are non-refundable and sessions need to be used within a 12 month period from point of payment unless agreed by the sports centre manager in exceptional circumstance with supporting evidence such as injury. Cancellations should be made with at least 6 hours' notice. If the personal trainer and/or client are happy to exchange any personal contact details, this must remain in complete confidence and must not be shared with anybody. Personal training may only be carried out by Marjon staff, anyone else found or believe to be personal training will be asked to leave immediately. Additional terms may vary via each instructor and instructors reserve the right to refuse a new client without reason.

CHILDRENS COURSES/BLOCK BOOKINGS (including swimming lessons)

All children's courses need to be paid in full prior to the course start date, and places will only be confirmed when full payment has been received.

All participants paid and booked onto a current course get priority to re-book for the following course during the rebooking period. You will be made aware that renewal is approaching and information will be displayed informing you that you need to pay to rebook your place. If payment is not made by the date advertised we will assume that you no longer wish to participate in this programme and your place will be cancelled without further notice or warning. Where ever possible on renewal you will be given the same day and time slot.

Should you wish to cancel your place once the course has started you are welcome to do so. However, pro-rata refunds for the remaining time on the course will only be given in exceptional circumstances and with supporting evidence such as serious injury, at the discretion of the Sports Centre Manager. Requests for refunds in these cases must be received in writing and will only be considered whilst the programme is running. In the unlikely event that the sessions are cancelled by Marjon Sport & Health as much notice as possible will be given and a credit will automatically be given to redeem against rebooking for the next term, a refund in place of this credit can be claimed by contacting the programmes coordinator at the end of the term if you do not wish to rebook. Once a place is booked on a course it can not be transferred to another person/programme for any reason. Marjon Sport & Health reserves the right to remove anyone from the activity who is causing disruption to teaching and/or others, or who is affecting the safety of others/lessons. Refunds will not be given in this case. Parents/Guardians understand that there is an element of risk to any sporting activity and give permission for their child to participate. All participants must adhere to dress codes as advised by instructors/coaches. Parents/guardians must make Marjon Sport & Health aware of changes to personal information, any medical conditions their child has, and is also giving consent for First Aid and/or appropriate medical assistance to be administered to their child if deemed necessary.

Marjon Sport & Health reserve the right to change or cancel any activities or courses, and all times are subject to change.

Physical contact: As advised by the NSPCC we inform parents/guardians that there are some aspects of teaching methods that require a 'hands on' technique, especially in activities such as swimming and trampolining. This type of physical contact will only be used in the following situations;

- Where it is essential to support the child for health and safety reasons when in the early stages of learning a skill.
- To develop a new skill or technique (e.g placing the child in the correct position).
- To prevent injury, such as moving the child away from the side of a trampoline (spotting) or manually catching the child if they are considered to be in danger of injury by the instructor/coach.

SWIMMING LESSONS – extra information

The above terms and conditions and booking procedures also apply to swimming lessons.

Swimming lessons run termly and through half term and we reserve the right to alter this at any time.

The swimming programme is based with guidance from Swim England however Marjon reserves the right to adjust its affiliation at any time without notice. Marjon Sport & Health also reserves the right to have students under supervision, assisting with classes.

In the case of children's lessons, swimmers may need to move to a different time to enable them to progress. You will be informed of this with as much notice as possible; it may not be possible to choose a specific time slot for this.

In the event of children's swimming lessons, we ask that parents/spectators do not speak to the instructors whilst they are teaching to avoid disrupting the lesson. Any questions or concerns should be discussed with the programme co-ordinator.

Swimmers should wear swimming costumes or trunks and have long hair clear of the face by tying it back, or by using a swimming hat, and should have correct fitting goggles. Goggles are only advised for children who are going to be swimming with their face in the water, have medical conditions as this impedes water confidence with beginners. Although we supply buoyancy aids we understand that some children like to bring their own, please make sure that they are clearly marked with their name, we do not accept responsibility for loss or damage to these items.

Parents and swimmers are asked to use the lockers provided to store clothing and personal belongings. Items are not to be left in the changing cubicles and anything left in cubicles, preventing other swimmers space to change, will be removed and placed at reception for collection.

Extra support during lessons - With children that are newly enrolled into a beginner class, the teacher may ask for a parent or guardian to accompany the child into the water if they feel that extra support is needed, either for confidence or safety. Teachers are not able to provide 1-to-1 support to individual children throughout the lesson and so it is beneficial for children to be confident to participate in the lesson by themselves where possible – where children are nervous or frightened parents/guardians should be prepared to enter the water to support their child on a 1-to-1 basis. In this instance no contact with other children is expected; the parent/guardian is only there for the support of their own child whilst it is needed and once the child is happy to participate alone the parent/ guardian should stop entering the pool. In instances where it is not possible for a parent/guardian to enter the water with their child, 1-to-1 swimming lessons may be booked in one of our public swimming sessions, to give the child extra opportunity to become confident in the water.

SPORTS INJURY CLINIC

The sports injury clinic is run by the University St Mark and St John, Marjon Sport & Health only provides an administration service to the injury clinic by way of bookings and payments. Therefore in the event of an enquiry or complaint you may be referred to another department who will respond to you. However due to the nature of the sports injury clinic, which is a teaching area, there may not always be someone on duty during our normal opening hours to assist you.

SPORTS SCIENCE FACILITIES

The sports science facility is an academic teaching area ran and used by the University St Mark and St John, therefore is out of bounds to members of the public, except in the cases of private hire. Marjon Sport & Health staff can not assist with enquires or complaints in this area. However, they will be happy to supply you with contact details.

CLIMBING WALL

The climbing wall is currently only available for internal use only, therefore access to this area is prohibited

OUTDOOR EDUCATION CENTRE

The outdoor education centre is currently an academic teaching area used by the University St Mark and St John. Therefore, is out of bounds to members of the public, expect in the cases of private hire. Marjon Sport & Health staff cannot assist with enquires or complaints to this area. However, they will be happy to supply you with contact details.

OPENING TIMES

The current opening times for the Marjon Sport & Health are Monday to Friday from 0630 to 2200, Saturdays 0800-1800 and Sundays 0800-2000. Access to the facilities at all other times is strictly prohibited. Marjon Sport & Health closes on all bank holidays and operates reduced hours from Christmas Eve until the first working weekday in January.

PAYMENTS AND CHARGES

Payments may be made by cash or credit/debit card. Charges for the use of Marjon Sport & Health shall be as advertised or agreed at the time of booking. Charges for pay as you go facilities are subject to review and may be altered without prior warning. In the event of a change to a monthly membership you will be advised in writing in advance with details of how to cancel your membership if you do not accept the revised charge.

CHANGE OF PERSONAL DETAILS

It is your responsibility to advise us of any changes to your personal details. This can be done by writing to us or by completing an amendment form which can be downloaded from our website or collected in person from our reception.

TEMPORARY CLOSURE

Marjon Sport & Health may, without notice, restrict or close certain facilities. The closure may be the result of essential maintenance or health and safety issues and will be kept to an absolute minimum to avoid inconvenience. Members will be informed of any closure of facilities where possible.

CARERS

Marjon Sport & Health, at its discretion, will allow registered disabled members/customers who require support and assistance throughout their gym/swim session to have a carer supporting them. The carer can assist free of charge providing they are with the customer at all times.

CHILDREN

Children under the age of fourteen must be accompanied or supervised by a person aged sixteen years or over, at all times.

Ultimately, it is the parents/guardians responsibility for the safe keeping of their child/children whilst on Marjon Sport & Health's premises. The only exception is when children are participating in pre-organised structured leisure activities e.g. swimming lessons and holiday clubs.

DRESS CODE

Members are requested to wear clothing appropriate to the activity in which they are participating. For reasons of safety and to avoid damage to surfaces, it is important that the correct footwear is worn for all sports. Shoes with non-marking soles must be worn when participating in sporting activities within the facilities and studded/bladed boots should be removed when entering the centre and should not be used on Astro turf facilities. In the event Marjon Sport & Health feels a member is not suitably dressed, entrance will be refused, no refund of a membership will be given and any charges for pay as you go facilities will remain payable.

LITTER

Sufficient litterbins are provided within and around the sports facilities and all persons are expected to deposit any litter in those bins. Any persons found depositing litter anywhere other than in the bins will be asked to leave Marjon Sport & Health if they refuse to rectify the situation.

POSTERS AND ADVERTISING

No flags, emblems, decorations, or advertisements shall be displayed within or around the sports facilities without the prior consent of the Sports Centre Manager.

LOCKERS, LOST PROPERTY AND STORAGE

Personal belongings are brought into Marjon Sport & Health's premises at members own risk. Marjon Sport & Health does not accept liability for any loss or damage to such items. For security reasons members and guests are advised to store personal belongings and valuables in the lockers provided. Lockers are provided on a daily basis only and any items left overnight may be removed.

Marjon Sport & Health are not responsible for any type of lost property. However, any items found or handed into reception will be kept for a period of 3 weeks before being disposed of. Marjon Sport & Health reserves the right to dispose of certain items before this time such as underwear, wet clothing and perishable items. Large items, such as prams, should not be brought into Marjon Sport & Health where possible. Cycles and items of a similar nature should be left secured outside and can not be bought inside.

ANIMALS

With the exception of Guide Dogs and Hearing Dogs, no other pets or animals may be brought into the facilities.

PHOTOGRAPHIC EQUIPMENT (including mobile telephones)

The use of photographic, sound recording, video recording or other audio-visual equipment is forbidden without the prior consent of the Sports Centre Manager.

GAMBLING

No betting, gambling, gaming or lottery is permitted at Marjon Sport & Health.

ELECTRICAL EQUIPMENT

No lighting, heating, power or other electrical fittings or appliances within the sports facilities are to be moved or altered in any way and no additional lighting, heating, power or other electrical fittings or appliances are to be installed or used without the prior written consent of the Sports Centre Manager.

FOOD AND DRINK

Eating is prohibited within Marjon Sport & Health, except in the catering outlet which is run by University St Mark and St John. Therefore Marjon Sport & Health cannot assist with enquires or complaints to this area. Drinks for use during sports activities should be stored in a bottle to prevent spillages.

DAMAGE OR LOSS OF MARJON SPORT & HEALTH PROPERTY

Good care should be taken to ensure there is no damage to, or loss of any, Marjon Sport & Health equipment or property. Marjon Sport & Health may request loss or damage to be compensated for, and access to Marjon Sport & Health will not be allowed until such time that the charge owing is paid.

INJURY, ACCIDENT OR DEATH (including first aid)

Marjon Sport & Health will not be liable for the death of or injury to, any person attending the sports facilities including users and spectators, or for any losses or claims. Any accident on the premises must be reported immediately to a member of staff at reception on shift at the time of the accident where an Accident Report Form will be completed. Details for the Accident Report Form must be given to the staff as requested.

Marjon Sport & Health has a number of nominated first aiders, however does not guarantee their immediate availability.

COMPLAINTS

In the event of any complaint please contact reception in the first instance; they will do their very best to resolve the issue in question. In the unlikely event of an unsatisfactory response please write to the Sports Centre Manager who will endeavour to respond within 72 hours.

FIRE AND EVACUATION

Signs and advice on fire and evacuation are displayed throughout Marjon Sport & Health and users should make themselves aware of these guidelines and emergency procedures before undertaking an activity. Any users who open a fire door for any other reason other than an emergency will be charged £25 (this charge will be added to the invoice for private hire users)

MOTOR VEHICLES

Motor Vehicles may only be parked subject to car parking conditions as shown on the pay and display machines in the car parking areas. Vehicles must display an appropriate permit (except Marjon staff or students permits as they are not valid in the Marjon Sport & Health's car park) or ticket of payment. Unattended vehicles parked close to the building will be treated as suspicious and may prompt a full security alert. Marjon Sport & Health may remove or gain access to these vehicles at their discretion. Marjon Sport & Health cannot be held responsible for theft or damage to vehicles whilst parked on the premises. Members are advised to keep any valuables out of sight. Full terms are displayed in the car park by the management company.

DATA PROTECTION and GDPR

The personal data provided in your membership application will only be held for the purpose of your Marjon Sport and health centre membership, payments and activities, unless otherwise indicated. The data will be retained only for as long as is permitted by UK legislation and then destroyed. By completing a membership application to Marjon Sport and Health, you are agreeing that you are happy to share your personal data to be used in this process. Should you not wish to receive any mailing or offers from us please advise reception.

GENERAL CONDUCT

Marjon Sport & Health expects all members to treat other members and staff with courtesy and consideration at all times. Members who are deemed to be acting inappropriately including the use of undue noise, rude or offensive behaviour, abusive language or physical abuse, may be asked to leave the building and will have their membership withdrawn. In cases where a session is cut short or cancelled due to any of the above no refunds will be issued and Marjon Sport & Health's decision on the removal of a user or cancellation of sessions is final.

VARIATIONS

Marjon Sport & Health reserves the right to alter, amend or revoke these conditions at any time

RIGHT OF ADMISSION RESERVED

Marjon Sport & Health reserves the right to refuse entry or the continuation of a session, especially in cases where Marjon Sport & Health deem there could be a conflict of interest.

LEGAL RIGHTS

Nothing in these terms affect your legal rights.

PRIVATE HIRE TERMS AND CONDITIONS

In addition to the above where appropriate, the following terms apply to those users making a "private hire" booking. A private hire booking is deemed a booking for a company, school or club.

BOOKING/AGREEMENT FORM

Bookings are not confirmed until the booking and agreement forms/email have been completed and returned to Marjon Sport & Health and any payment made outlined in such agreement. The agreement form will include, the name of the hirer (who will become the 'responsible person' for the booking), the hirers contact/email address and telephone number, the facilities being booked, the date and time of the booking and the agreed fee.

The booking and agreement form must be signed by the 'responsible person' for the organisation that is hiring the facilities and have all the details requested by Marjon Sport & Health correctly completed to be considered a valid booking. A completed booking and agreement form is acceptance of the terms and conditions of booking and the general rules of Marjon Sport & Health. The booking and agreement form will also outline any additional terms and conditions that are specific to that booking.

BOOKING TIMES

The booking times for sessions are shown on the booking and agreement form, this time includes the set up and breakdown of equipment and the hirer must ensure the facility is clear and ready to be used by the next customer by the end of their session.

CHARGES

Charges for the facilities are outlined on the booking and agreement form and are not negotiable. A full list of charges is available on request or on the Marjon Sport & Health website. Bookings are made per hour and start and finish on the hour only.

ALTERATIONS

Requests for alterations to bookings should be made as soon as possible. Requests cannot always be guaranteed and are at the discretion of the Sports Centre Manager who may reject alterations if they are considered as unreasonable or at short notice. Should the alteration include reduced time or reduced venue usage the cancellation policy as outlined below will apply. Should the alteration involve the change of a 'responsible person' or company/organisation to invoice, the original booking will be considered null and void and a new booking should be made. The cancellation policy as outlined below in these cases will still apply.

The Sports Centre Manager may at any time restrict the number of times a booking is rescheduled. This restriction will be made in writing at the time that a new date is agreed and a 50% administration fee will be imposed on any original booking(s) that have not been used due to the rescheduling.

CANCELLATION BY HIRER

Cancellations should be made within the timescale shown on the booking and agreement form – if no cancellation notice is shown the standard 7 days' notice is required for private hire. Bookings made with less than 1 weeks' notice will require 24 hours' notice by way of written notice to the Sports Centre Manager. Cancellations made after this date are chargeable as stated on the booking and agreement form. Cancellation charges are not negotiable and if remain unpaid will be deemed as arrears and further sessions will be cancelled unless payment is made in advance.

CANCELLATION BY MARJON SPORT & HEALTH

In the unlikely event that Marjon Sport & Health cancels an activity, for instance in case of power or structural failure, rearranging of Marjon BUCS Fixtures, unsafe playing conditions or for any other reason Marjon Sport & Health feels it would be inappropriate to allow the event to run no charge will be made. Marjon Sport & Health cannot be held responsible or liable for any loss or compensation in these cases.

NOTICE OF CANCELLATION OF CONTRACT

Marjon Sport & Health may at any time, with or without reason, cancel the contract and agreement between both parties by giving 4 weeks written notice. Marjon Sport & Health cannot be held responsible for any loss or damage this may cause whatsoever.

INVOICING

Invoices will be sent on a monthly basis, on or around the end of the month, and payment is required immediately. A credit limit equal to 2 months of bookings is applied to all clubs and accounts that fall into arrears and fail to meet the payment terms outlined may have their bookings suspended with or without notice until payments are brought up to date, during this time further sessions will only be considered if payments are made in advance in conjunction with payments reducing the outstanding balance. Accounts that fall into arrears on a regular basis will be considered to be in breach of their agreement and may have their sessions cancelled permanently with or without notice.

VAT RULING

Block and continuous bookings are VAT free for schools and official sports clubs subject to the following conditions being met

- The bookings must be for a series of 10 sessions, for the same activity in the same place
- Bookings must be for a school, sports club or formally constituted association
- The booking for the series must be evidenced by a written agreement (booking and agreement form)
- The user must have exclusive use of the facility booked
- Intervals between bookings must be for no less than one calendar day and no more than fourteen

Should a session be cancelled by the hirer bringing the bookings to less than 10 sessions, VAT will be charged for all bookings in that series.

In the event of a facility closure or cancellation by Marjon such as bank holidays, Easter and Christmas breaks intervals between a series of 10 may be extended for the time the facilities are closed only and no longer.

VAT rulings may be changed or adjusted at any time in line with HM Revenue and Customs regulations.

USE OF EQUIPMENT

Hirers are welcome to use Marjon Sport & Health's 'goals' equipment as agreed at the time of the booking. Marjon Sport & Health cannot be held responsible for not being able to provide equipment where it has been withdrawn from use due to breakage, loss or damage.

The 'responsible person' named on the agreement form remains responsible for all equipment and any damage, defect or loss caused during the time of hire. Any charge for equipment damage or loss will be invoiced to the responsible hirer as outlined on the booking and agreement form and will be liable to VAT.

FIRST AID

Marjon Sport & Health has a number of nominated first aiders who will assist with emergencies where possible.

There may be occasions where a first aider is not available; therefore, it is recommended that all private hirer's, clubs or school's appoint a suitable first aider for its events. Marjon Sport & Health cannot be held responsible for not being able to immediately provide a first aider when required for a private hire, school or club booking. It is the clubs responsibility to report an accident to Marjon Sport & Health where our equipment or facilities are involved such as trapped fingers in door, goal collapse etc. If you are in doubt if a matter should be reported please speak to a team leader.

SESSIONS WITH CHILDREN

Children should be supervised at all times by a 'responsible person' aged 16 years or over whilst on Marjon Sport & Health's premises and remain the responsibility of the club until the child has been collected by a parent or guardian. Any hirer that operates children's activities should ensure all officials and instructors have been CRB checked, copies of which may be requested by Marjon Sport & Health.

SWIMMING POOL

Hirers making use of the Marjon Sport & Health Swimming Pool must have adequate NPLQ qualified lifeguards in attendance at all times, who will be provided and trained by Marjon, and the cost levied to the hirer as outlined in the booking and agreement form. This charge may be increased dependant on any rises in the national minimum wage and additional payroll on costs.

Any company wishing to bring equipment into the centre for use in the swimming pool other than swimming aids such as woggles, goggles, water polo approved balls and armbands must first seek approval from the Sports Centre Manager at the time of booking.

All swimming pool bookings and users are subject to Marjon Sport & Health's swimming pool normal operating procedures.

USAGE

Usage of the facilities are for the intended sporting purpose only and these should not be varied or used for any unlawful purpose.

RESPONSIBILITY

At all times the 'responsible person' as named on the booking and agreement form must ensure the club/users operate within Marjon Sport & Health's terms and conditions, whether on site or not. In event of the original 'responsible person' being absent from the event, the hirer should notify Marjon Sport & Health in writing, in advance, providing the name and details of another nominated 'responsible person' who will be on site at the time of the booking. The responsible person must be aged 18 years or over.

CLUB AND COACH/INSTRUCTOR INFORMATION

You must supply a copy of the following when requested: Details of coaches including qualifications and DBS checks, affiliation details the club has with the appropriate governing body.

RISK ASSESSMENTS

Risk assessments should be carried out prior to any event being run by the 'responsible person'. Copies may be requested by Marjon Sport & Health at any time.

SPECTATORS

Spectators are welcome in the designated areas and remain the responsibility of the hirer.

NO TENANCY

All parties agree that nothing contained herein is created to form any tenancy and does not create the relationship of landlord and tenant or a business tenancy under the landlord and tenant act 1954.

THIRD PARTY INSURANCE

The hirer is to have in force throughout the period of hire an insurance policy with a reputable company covering the hirer against third party risks for a sum not less than £5million. Evidence of this policy should be produced as and when requested by Marjon Sport & Health.

CHILDREN AND VULNERABLE ADULTS

All private hire groups should have in place a policy for the protection and safeguarding of Children and Vulnerable adults – a copy of which can be requested at by anytime by Marjon Sport & Health. Marjon Sport & Health reserves the right to cancel or restrict entry in the event that this is not presented when requested.

VARIATIONS

Marjon Sport & Health reserves the right to alter, amend or revoke these conditions at any time

The general terms and conditions of use also apply to private hire bookings

Updated 18th August 2018