

TERMS AND CONDITIONS

1. Introduction
2. Data Protection
3. Safeguarding
4. Security
5. Traffic Management
6. Memberships
 - a. General
 - i. Signing up
 - ii. Cancellation/Amendment
 - iii. Rights
 - b. Breakdown
 - i. Definitions
 - ii. Options
 - c. Prices
 - i. Entitlements
 - ii. Direct Debit Guarantee
 - iii. Additional Costs
 - d. Activities
 - i. General
 - ii. Booking (Inc. online)
 - iii. Cancellations

1 - Introduction

This document will outline the terms and conditions to the Huish Leisure membership scheme. Throughout this document the term 'we' will refer to Huish Leisure and the term 'you' will refer to the customer/s.

2 - Data Protection

Huish Episcopi Academy are committed to maintaining the personal data that you provide in accordance with the requirements of the Data Protection Act 1998. You may be assured that Huish Episcopi Academy will treat all personal data as confidential and will not use or process it other than for legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data. Huish Episcopi Academy may use your personal data to keep you informed about services and special offers that may be of interest to you. If you do not wish your personal information to be used in this way, please write to us. We value your privacy and do not sell your personal information onto any third party services. Individuals have the right to request copies of their personal information. Contact the Centre Manager for guidance.

3 - Safeguarding

Huish Leisure has strict rules governing customer access and the appropriate use of centre facilities and opening times. This, the safeguarding of Huish Academy pupils is of the highest priority. Huish Leisure shares facilities with the Academy for the benefit of the Academy and the Leisure centre community access. This can only work if the centre customers play their part and observe the strict controls put in place to ensure pupils and customers do not share unsupervised facilities. Huish Leisure fully recognises its responsibility for child protection. The Childs Act (1989) and safeguarding children and safer recruitment in education (2007) state that the "welfare of the child is paramount". As a community use leisure centre operated by Huish Episcopi Academy we therefore place the welfare of pupils at the centre of our working practices. The Leisure centre has excellent relationship with the customers and members of the club and we hope you will understand that we offer the following guidance in order to protect both pupils and customers. As a community customer you have access to the Academy Leisure facilities and measures have been taken to ensure the day to day activities of the school can continue to operate. These measures include:

- Separate changing rooms for the school pupils and customers. Signage will be in place to ensure customers are aware that the pupils have access to the changing rooms and customers are not allowed access. At times customers will only have the accessible changing and toilet room.
- Security access point at reception for all customers to report onto site thorough the computer booking system
- Separate Leisure Centre Reception for customers
- A detailed leaflet is available to customers showing pupil access to the Fitness Suite.

We also ask that you follow these guidelines set out below:

- Always report to reception every time you access site
- Do not access any areas other than those allowed at the permitted times
- Do not access the changing rooms when pupils are present
- Maintain open and unambiguous behaviour at all times
- Report inappropriate behaviour towards a child (whether from an adult or a child) to a member of Huish Leisure staff or directly to the Child Protection Officer (Centre Manager or Assistant Manager 01458 251055) Immediately. If in doubt, report it

4 – Security

CCTV operation is covered by the Data Protection Act. Surveillance cameras and use of sophisticated operations using digital and portable technology are used within Huish Leisure and Huish Episcopi Academy site including carparks and external spaces. Under the surveillance camera code of practise, we have a duty to observe public places to protect; staff, students and customers. The use of surveillance CCTV will be used to support public safety and law enforcement. Privacy will be assessed for each activity or event. Management may on occasions use audio recordings if it's been accessed as necessary and justified. By agreeing to the terms and conditions you are aware that you are being monitored by surveillance recording systems. Request for information from public bodies may be made under the freedom of information act 2000.

5 - Traffic Management

The Huish Episcopi Academy site operates a one-way traffic flow system. Please ensure you follow all road traffic signs that are clearly shown around the site. Car owners are reminded of the 10mph maximum speed limit on site and should drive with caution and consideration at all times. When parking on the site please use only those car parking areas that are dedicated for that particular use, and on no account are drivers to park in disabled bays as an alternative means of parking. Owners of vehicles who contravene this policy or who create avoidable congestion on site will be asked to remove their vehicles, and their right of further entry may be revoked by the Principal or Board of Directors. Persistent offenders may also have their vehicle details forwarded to the local Police authority. Car Parking and Traffic Management throughout the site will be monitored very rigorously on a weekly basis. As staff, pupil or indeed visitor population numbers increase, traffic management surveys by professional agencies will be conducted to calculate changes to correct parking ratios. This is a statutory obligation placed upon the Academy who is legally bound in maintaining a safe and accessible establishment at all times.

6 - Memberships

- a. General
 - i. – Signing Up
 - All memberships must have fully completed the Application Form and Direct Debit mandate
 - Membership form must be fully completed for a membership to be accepted
 - All memberships start with a 6 month commitment and become a rolling Direct Debit thereafter
 - You will be provided with a Membership Card which must be used to register attendance every time you come to the leisure facilities
 - A pro rata payment is required to activate the membership. That payment must be made at Huish Leisure
 - Your monthly Direct Debit payment will be paid on the 1st of every month
 - We reserve the right to refuse any membership application
 - We reserve the right to cancel any membership
 - Memberships are strictly non-transferrable
 - Should any information required on the application form change, it is your responsibility to inform us
 - All personal information will be kept on file at the leisure centre. This information will be kept secure under the Data Protection Act
 - Non-payment of a membership will automatically render your membership as invalid
 - If you have cancelled your membership and wish to re-join with a 3-month period, a £5.00 restart fee will apply
 - ii. – Cancellation/Amendment
 - Cancellations are accepted after the 6-month membership commitment
 - To cancel your membership, you must provide 30 days' notice and fully complete a Cancellation/Amendment form
 - You must also contact your bank to cancel any further Direct Debit payments
 - If you fail to contact your bank and payment is received, you will not be refunded
 - If you wish to cancel your membership within the 6-month commitment you will incur the remaining cost of the membership
 - Membership cancellations before the 6-month commitment finishes must be agreed by the Centre Manager and is down to their discretion
 - iii. – Rights
 - Huish Leisure reserve the right to amend any programme at any time, without notice
 - Huish Leisure reserve the right to amend or cancel any membership without notice
 - Huish Leisure reserve the right to refuse any membership application

b. Breakdown

i. Definitions

Membership - A payment option that allows continuous activity usage without payment at each visit. The variety of activity entitlement is dependent on the membership that has been selected.
Standard – A monthly direct debit with a 6-month commitment from the start
Flexi – A 30-day calendar month only commitment that starts from the first day of usage
Annual – A 12-month commitment that starts from the first day of usage
Activities - An individual session available to members and pay as you go customers. Activities include swimming, gym workout, fitness class etc.

ii. Options

Huish Elite Membership – The Elite membership entitles the member access to the Fitness Suite, Fitness Classes, Swimming and Racquet Court bookings.

Huish Pro Membership – The Pro membership enables the customer to pick a membership option dependant on their preferred activity. The options include ProGym, ProStudio, ProStrings and ProSwim

Huish Junior Membership – The Huish Junior membership is available to ages 4 – 11. Membership entitlements include swimming, weekend racquet court hire and Junior Class Programme. Members must be completing a full day of Primary school

Academy Staff Membership – The Academy Staff membership is available to employees of Huish Episcopi Academy only. Membership entitlements match the Elite Membership
Academy Student Membership – The Academy Student membership is available to students of Huish Episcopi Academy only. Users in their last year of school are valid until 31st August
Membership entitlements include Fitness Suite, Swimming, Racquet Court bookings and Junior Class Programme.

Prices

i. Entitlements

- Senior – available to all customers aged 60 years plus
- Corporate – available to all employees of businesses under the Corporate agreement
- Joint – available to 2 members that live at the same address
- Student – available to those in full time education between then ages of 16 – 21
- Concession – available to users on Government Benefit Entitlement
- Academy – available to Staff and Students of Huish Episcopi Academy

ii. Direct Debit Guarantee

- This guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, Huish Leisure LTD will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Huish Leisure LTD to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Huish Leisure LTD or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society – If you receive a refund you are not entitled to, you must pay it back when Huish Leisure LTD ask you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

iii. Additional Costs

- Replacement of lost or stolen membership cards will incur a £2.00 replacement fee
- If you have cancelled your membership and wish to re-join with a 3-month period, a £5.00 restart fee will apply
- Members wishing to use activities not included within their membership will pay the standard Pay As You Go prices
- Hiring of equipment such as Badminton racquets are only included in the Huish Elite and Huish Pro Strings membership
- Other users must pay a non-returnable price of £1
- Inductions to the fitness suite are mandatory to all users. Members on the Huish Elite memberships have the induction free of charge. All other members must pay £21 for a full induction or £8 for a quick induction
- The induction price will be at the gym instructors discretion

d. Activities

i. General

- We reserve the rights to amend or cancel any exercise classes or adult activities at any time and without any notice
- All exercise classes and adult activities are attended completely at your own risk
- We advise you to consult a medical professional prior to any activity
- It is your responsibility to inform us of any known medical condition/s prior to any exercise when registering by fully completing the Adult Enrolment Form
- It is then your responsibility to inform class instructors/opponents of your medical condition/s
- We do not advise that you attend any exercise classes or activities if you're aware of any injuries. A medical professional should be consulted prior to participation in exercise
- We cannot be held responsible for any injuries caused during exercise or activities.
- If a medical professional has advised exercise for any known injuries, it is your responsibility to inform us and instructors/opponents
- If you have a medical condition and has been cleared to exercise, medication must be brought to each class. It is your responsibility to bring medication
- In cases where medication would need to be administered by another person, a Medication Consent Form must be completed prior to exercise. This form will be reviewed either every 6 months or every time medication changes in anyway
- All classes, unless clearly stated otherwise, are included to all Elite members, excluding Junior Elite Membership
- All classes are subject to availability and turning up on the day of a class without booking is done so at the risk of not being able to attend that class
- All customers of Huish Leisure are advised to pre-book classes
- It is the responsibility of the customer to ensure they arrive promptly on time to all classes
- Any customer arriving more than 5 minutes late to any class may be turned away
- This is due to missing the warm up which is an essential part of all classes. This is down to the instructors discretion
- We ask that customers do not arrive more than 10 minutes early for any classes
- An instructor must be present before any customers enter class facilities and GP Referral sessions
- An instructor must be present at all times whilst equipment is being set-up
- Customers accessing equipment are doing so at their own risk
- You must adhere to all activity specific rules and etiquette posters that are clearly displayed

ii. Booking (Inc. Online)

- We advise that you book onto all classes that you wish to attend
- If you wish to book online please contact reception for your own personal login information
- All bookings are subject to availability
- If you are unable to book onto your class, we operate a Waiting List system
- We will call you, using the number you have provided, if a space becomes available
- You have a maximum of 2 hours to confirm your space
- After the 2 hours you will be removed from the class list and the next customer on the waiting list will be contacted
- If you decide to turn up for a class without booking on, you are doing so at your own risk
- Bookings can be made over the phone, in person or via online booking through the Huish Leisure website – www.huishleisure.co.uk
- Elite and ProStudio members can book classes up to 8 days in advance
- Pay As You Go and other Pro members can book classes up to 7 days in advance
- Elite and ProStrings members can book racquet courts up to 8 days in advance
- Pay As You Go and other Pro members can book racquet courts up to 7 days in advance
- Bookings via email cannot be guaranteed
- We will endeavour to run every class that is advertised on the current class programme
- If a class is cancelled due to low numbers we will call all members who have booked in advance
- In the case of instructors calling in sick, we will endeavour to cover that class with another instructor
- In extreme cases this may result in a change of class layout

iii. Cancellations

- We use a 4-hour cancellation period from the activity start time
- Any cancellations within the 4-hour cancellation period will incur a charge at the Pay As You Go price for that activity
- This is applicable to Elite and Pro Members, Pay As You Go users, Promotional Members and any members using a Voucher
- Any cancellation outside of the 4 hour cut off period can receive a full refund
- Alternatively, we can transfer your class payment to another class or the same class the following week, subject to availability
- For mornings classes that start less than 4 hours from the centre opening time there is a 30-minute window from the centre opening time where cancellations will be excepted without charge
- Messages left on the Huish Leisure voicemail will be excepted if left outside of the cut off period

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