

Carn Brea Leisure Centre Trust

TERMS AND CONDITIONS OF USE

Health and Safety

- If accompanying a child under the age of 10 into a changing room the correct changing room appropriate to the gender of the parent must be used. All children over 10 must use the changing room appropriate to their gender.
- At all times children less than 8 years of age must be accompanied into the building and into the water by a responsible adult. Constant contact and control must be maintained at all times. One adult may accompany up to two children under the age of 8 to the main pool. Ideally children under the age of 5 should be accompanied on a 1:1 basis. Babies must wear a recognised swim nappy at all times.
- Unaccompanied children under the age of 8 will not be permitted entry to any of the pools, they must be accompanied by a responsible person over the age of 16 to be admitted.
- Accompanying adults must not leave children under the age of 8 unattended or beyond eye contact;
- Children between 8 and 10 years of age must be able to swim over 25 meters competently otherwise an adult (over 16 yrs) must accompany them.
- Children over 10 years of age may be admitted alone, but if they are unable to swim 25 metres then they must stay in the shallow end and inform a life guard on pool side.
- One adult may accompany up to two children under the age of 5 or four children between the ages of 5 and 8 in the learner pool only.
- The pools are for the enjoyment of bathers, including families and children. Please do not indulge in horseplay, which can be upsetting to others and also dangerous. Please refer and familiarise yourself with poolside notices including the depth of the pool.
- In the interests of hygiene proper swimwear must be worn in the pool.
- All jewellery should be removed prior to entering the pool.
- All swimmers must shower before entering the pool. Please take care when entering the pool and do not run and jump in. It is advised to use the steps and safety handrail to enter and exit the pool.
- All personal property is a users responsibility and must be safely stored and locked in lockers provided. Strictly no personal property is allowed unattended in changing rooms or poolside.
- In the event of a fire, users must use the nearest available exit following the directional signs or instructions given by staff.
- In the event of a fire, the alarm will be activated which is a continuous alarm noise. If activated during a swimming lesson please do not come onto poolside to fetch your child. The pupils will exit the pool under the control of the teachers and centre staff and line up at the emergency exits. Parents are requested to exit the building via the nearest emergency exit.
- The management reserves the right to hold practise alarm drills from time to time in order to test the procedure for clearing the Centre in case of emergency.
- Smoking is not permitted in any part of Carn Brea Leisure Centre.
- Parents may spectate during swimming lessons from the assigned viewing area only and not from poolside.
- It is a parents responsibility to ensure their child adheres to all rules of the facility and abide the instruction given to their child whilst in the centre. Children who display destructive tendencies anywhere in the centre may be asked to leave by management and no refund given.
- Any user who suffers an accident must be report it to the nearest member of staff immediately and a accident report form filled out.
- Only sealed plastic drinking containers are permitted in any training area.
- Admission to Carn Brea Leisure Centre is subject to the facility operating at safe capacity.
- Carn Brea Leisure Centre Trust and its employees will not be liable in any way for the loss or damage to, property of member or personal injury to or death of any user, except to the extent that such loss, damage, personal injury or death arises from the negligence of Carn Brea Leisure Centre Trust or any of its employees or agents,
- These terms and conditions and any dispute or claim arising out or in connection with them or their subject matter or formation (including non-contractual disputes or claims shall be governed by construed in accordance with the law of England and Wales.
- The terms and conditions of membership of Carn Brea Leisure Centre may alter from time to time. Any changes will be re-printed and displayed on relevant media.
- Members wishing to utilise the Gym facilities, must first have undertaken the appropriate induction. An induction is required where a member has not used the Gym facility in the preceding twelve months.

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- Members are partially advised not to under strenuous physical activity for which they might be medically unfit and Carn Brea Leisure Centre Trust will not be responsible for any harm caused to a user as a result of activities carried out by that user within the Centre which are beyond their physical capabilities. Users are to ensure they are fit and healthy to use the facility and seek clearance from their doctor before participation.
- Users of Carn Brea Leisure Centre must not use the facilities under the influence of alcohol, antihistamines, vasoconstrictors, narcotics or tranquilizers. Any user suspected of this will be requested to leave the centre. Those with diabetes, heart disease, high/low blood pressure or any other medical condition which can be affected by exercise should gain permission from their GP prior to exercise.

General

- For your security lockers have been provided, they operate with a £1 refundable coin or £1 trolley token.
- Where lockers are provided they are for use whilst in the centre, however, property is left at the members own risk and Carn Brea Leisure Centre Trust reserves the right, in its absolute discretion, to refuse to take responsibility for or store any personal property or possessions
- Till receipts should be retained for proof of purchase.
- The opening hours and areas of Carn Brea Leisure Centre that are available may vary in line with promotions or pre-booked events taking place within the centre and from time to time as required to facilitate any necessary maintenance and any other such reason. Where possible at least one week's notice will be posted on relevant display media. Where closures occur then there is no entitlement to members for any refund of subscription fees.
- Carn Brea Leisure Centre Trust operates a 24 hour cancellation policy. All bookings cancelled by a member with less than 2 hours notice and non members with 24 hours notice will not be eligible for any refund or transfer.
- Carn Brea Leisure Centre Trust reserves the right to change Fitness classes at any time and the instructors who may teach these classes. Where possible at least one week's notice will be posted on relevant display media.
- All users must respect each other when using the facilities, any foul and abusive language or anti-social behaviour will not be tolerated. Users who disregard the above and affect the enjoyment of the centre by others will be removed from Carn Brea Leisure Centre immediately.
- Users wishing to make a complaint or useful suggestion to the operation best practise of the centre must complete a customer feedback form located at the main reception. All formal complaints must be made directly to the manager in writing.
- Photographs for personal or professional use and publication thereof must not be taken without the prior consent of the Manager in writing.
- Users are not permitted to bring their own refreshments into the centre unless pre-agreed by the Manager or agreed in writing as part of an exclusive party or function booking. Strictly no refreshments to be taken onto poolside or in the changing rooms.
- The Carn Brea Leisure Centre Trust reserves the right to dispose of any item of non-valuable lost property not claimed after 1 month. Valuable lost property will be disposed of after 6 months.
- Appropriate clothing must be worn at all times, relating to the activity/facility you are participating in.
- No animals are allowed in Carn Brea Leisure Centre with the exception of dogs assisting the disabled.
- Carn Brea Leisure Centre Trust reserves the right to refuse admission or ask you to leave the centre if we reasonably believe you or your guest is in breach of any section of these rules.
- The decision of the Manager on every occasion is final.
- Carn Brea Leisure Centre will comply with the Data Protection Act 1998.

Admissions and Fees

- For all information relating to fees, memberships and prices please visit the main reception of the centre.
- Persons admitted to the centre are only admitted on the basis they will observe these rules. There is no re-admission without the required payment. All fees must be paid prior to commencing use of the facility.
- All persons entering Carn Brea Leisure Centre must purchase the appropriate ticket, produce a current membership card or sign in the visitors book.
- Customers who are eligible for a concessionary rate must show their relevant supporting evidence when required.

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Admissions and Fees

- Any complimentary tickets issued by Carn Brea Leisure Centre are issued with prejudice and the issue of such tickets does not represent an admission of liability.
- Carn Brea Leisure Centre Trust reserves the right to refuse admission or to remove from the centre any user without stating any reason therefore and a user shall at all times comply with all reasonable instructions and requests of the manager to carry out and observe all instructions relating to the use of the centre and conduct therein which may be published by notice on the premises or otherwise.
- Some of the activities within Carn Brea Leisure Centre have age restrictions thus proof of age may be required upon admission.
- Users must strictly adhere to all public places with the centre only and not enter without prior permission of the Manager any offices, stores, boiler rooms, plant room or kitchens.

Children's Activities

- All swimming lesson courses are pre-booked, waiting lists will be in place for all courses and the places will be distributed fairly when a vacancy arises.
- Carn Brea Leisure Centre Trust reserves the right to cancel your child's swimming lesson if payment is not made by the set deadline and will result in the loss of their place in the current term.
- Carn Brea Leisure Centre Trust reserves the right to change the instructor who teaches these classes. Where possible at least one weeks notice will be communicated.

External Clubs / Hire Usage

- During the booking slot for any external club using the facilities at Carn Brea Leisure Centre Trust, it is the Clubs responsibility to ensure their members adhere to all rules of the facility and abide by the instruction given to their member whilst on the leisure grounds.
- It is the Parents/Clubs responsibility to ensure their children/Members adhere to all rules of the facility and abide by the instruction given to their child/member whilst in the centre.
- All behaviour and personal conduct must at all times be the highest standard and remember that all negative behaviour will be a reflection of your club.
- The Duty of Care for any minor in Carn Brea Leisure Centre with a hiring club remains that of the club from the time they arrive in the facility to that of the time they leave the facility. Carn Brea Leisure Centre Trust hold no responsibility for any conflicts, conversations or negative conduct whilst in the clubs care.
- All users must respect all equipment, facilities, furniture, fittings, apparatus and building infrastructure at all times. Failure to do so may result in expulsion from the building and any repair costs paid for by the user.

Pool Admissions Policy

- Unaccompanied children under the age of 8 will not be permitted entry to any of the pools, they must be accompanied by a responsible person over the age of 16 to be admitted.
- Accompanying adults must not leave children under the age of 8 unattended or beyond eye contact;
- One adult may accompany up to two children under the age of 8 to the main pool. Ideally children under the age of 5 should be accompanied on a 1:1 basis.
- Children between 8 and 10 years of age must be able to swim over 25 meters competently otherwise an adult (over 16 yrs) must accompany them.
- Children over 10 years of age may be admitted alone, but if they are unable to swim 25 metres then they must stay in the shallow end and inform a life guard on pool side.

Cancellation of Casual Bookings / Studio Class Bookings

- Due to the nature of our business (The Centre is a Charitable Trust and as such receives no funding from the local authority) it is necessary for us to ensure that all our classes are filled to enable us to receive maximum revenue. We therefore operate a 24 hour cancellation policy.
- Any booking cancelled with the required 24 hours notice can be transferred to another date or refunded in the form of a refund voucher.

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Inflatable Rules

- Riders must be 5 years of age or above & Riders must be able to swim 25 metres confidently and unaided.
- Arm bands and swimming aids are not permitted & glasses and jewellery must be removed under all circumstances.
- Riders must enter the slide feet first at all times and may only enter the slide when instructed to do so by a life guard.
- Customers who are pregnant or suffering from back pain will not be permitted on the slide.

Swimming Pool Terms and Conditions

- Persons entering Carn Brea Leisure Centre Trust Swimming Pool must conform to the following terms and conditions set out by the management and trustees of Carn Brea Leisure Centre Trust:
- No Person Shall:
- Enter or attempt to enter the swimming pool and/or changing facilities without paying at reception or having paid an up to date (including relevant memberships, school swimming lessons, centre swimming lessons or pre-paid hire sessions).
- Bring any animal in to the swimming pool, swimming pool hall and/or its changing facilities.
- Purposefully annoy or interfere with the privacy or any person(s) in the swimming pool, swimming pool hall and/or changing facilities.
- Purposefully bully or intimidate other pool users.
- Cause nuisance by acting inappropriately in the pool or changing rooms.
- Deface, soil or purposefully damage any part of the swimming pool, swimming pool hall and/or changing facilities.
- Interfere with any employee of Carn Brea Leisure Centre Trust in a way that directly affects the performance of their duties.
- Bring soaps or any other detergents and/or greases in to the swimming pool which may cause harm to the pool water chemical balance and/or its clarity.
- Use equipment in the pool that is likely to cause harm or inconvenience to other persons in the pool.
- Enter the swimming pool, swimming pool hall and/or changing facilities while suffering from any infectious or contagious disease(s).
- Drop or leave litter anywhere but in the bins provided.
- Bring in to the poolside area, including its changing facilities, any bottle, container or item made from glass or other harmful and/or shattering materials unless adequately protected from risk of breakage and after seeking permission from the Duty Manager.
- Bring any intoxicating substances, be them legal or illegal, into the swimming pool, swimming pool hall and/or changing facilities.
- Take fee or reward for teaching or demonstrating swimming and/or diving without written consent from the Centre Manager. Consent is not impossible but must be obtained beforehand.
- Any person discovered to be contravening any of these terms and conditions will be removed and possibly excluded from the Centre for an undisclosed period of time. Removal of the offending person may be achieved with the use of D&C Police if required.

Car Parking

- The car park is free to use for all users of the leisure centre however vehicle registration details must be logged on the portal in house prior to the vehicle leaving the car park.
- Fines may be issued by an external company if wrong details have been input to the system or not registered at all.
- For fines to be cancelled by Carn Brea Leisure Centre & Parking Eye proof of use of the centre will be required to process the request.
- Carn Brea Leisure Centre Trust will not be held liable for damage to vehicles unless they are caused by “proven negligence or wilful default”.

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TERMS AND CONDITIONS OF MEMBERSHIP

Membership

- Membership of Carn Brea Leisure Centre when paid by Direct Debit is for a minimum period of six months and will not terminate automatically after this period. Subscription payments will continue to be due until such time as the membership is cancelled as detailed below.
- Carn Brea Leisure Centre Trust reserves the right to refuse any application for membership or renewal of membership without providing any reasons for doing so.
- Carn Brea Leisure Centre Trust membership fees are not refundable for any reason (including non-usage) except where Carn Brea Leisure Centre Trust terminates a membership without giving a reason.
- Members must notify Carn Brea Leisure Centre Trust of any change in contact details immediately.

Authorised employees of Carn Brea Leisure Centre Trust may terminate any members membership if:

- The member fails to pay the subscription fee (or part of it) within thirty days of it becoming due or the member commits a serious breach or repeated breaches of these terms and/or the terms set out in the 'Conditions of Use', which are displayed throughout the centre.
- Concessionary members are required to show initial proof of eligibility and thereafter every 12 months. Failure to provide eligibility will result in loss of concessionary status.
- The content of memberships and centre opening times at may vary from time to time; any variation will be advised where possible with at least one weeks notice posted on relevant display media. The current content and entitlement to services of all member ships shall be as displayed and publicised within Carn Brea Leisure Centre.

Subscriptions & Payments

- Direct Debits, where appropriate, will be collected on or around the 1st of every month. Payments must be made on time and if the member falls into arrears then the member shall be required to make good on the payment and may also incur an administration fee. If there are changes to their bank account details in any way then immediate notification must be given to Carn Brea Leisure Centre Trust and completion of a replacement Direct Debit mandate may be required.
- The value of the members Direct Debit will be amended from time to time to reflect any price increases at Carn Brea Leisure Centre Trust. Revised prices are normally in effect on the 1st of April every year.
- Carn Brea Leisure Centre Trust will automatically attempt to collect any arrears on Direct Debit memberships in addition to any fees due for the current period.
- Monthly payments may increase due to change of age categories, i.e. Junior to Adult.. Members will be notified in writing and given the opportunity to cancel their subscription before the price increase comes in to effect.
- Members may "Freeze" their subscriptions for a maximum period of three calendar months each calendar year. Applications to freeze memberships must be completed in advance and handed in to a member of staff no later than 7 working days before the end of the month. Whilst a member's subscription is "Frozen" the member may not use the centre facilities. "Frozen" Memberships can not be applied retrospectively.
- Members defaulting or coming into arrears will be pursued in accordance with Carn Brea Leisure Centre Trusts Credit Control Policy, which may include County Court or Bankruptcy proceedings. Where such proceedings are required then the member shall be responsible for payment of any related fees or costs incurred by Carn Brea Leisure Centre Trust to include any legal fees incurred.
- Members may upgrade their subscription at any time, upgrading a subscription will restart a new contract period in all respects are paid in full.

A payment for any membership is due on purchase. Payment on purchase is as follows:

- Recurring Card Payments (RCP) – 1 month membership.
- RCP's are paid in advance of the month ahead.
- All RCP payments will be taken on the date of the month which corresponds with the date of joining, or the nearest working day.
- Each payment received by Carn Brea Leisure Centre Trust is not refundable.
- If a payment is missed we will aim to deduct again within 24 hours, charges may occur for missed payments. If this repeats your membership will be deactivated and therefore, you will not be allowed to use the centre. You will need to contact Carn Brea Leisure Centre if you have a payment issue within 14 days of the failed payment, otherwise your membership will be cancelled, and you will be required to re-subscribe and pay the price current at the time.

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Subscriptions & Payments

- RCP's can be cancelled at any time by calling or visiting Carn Brea Leisure Centre. Your membership will then expire at 11.59pm on the day before your next payment is due.
- You must provide a 14 days' cancellation notice prior to your payment date, to ensure payment is not taken from your account
- Should it be necessary to increase prices, we will give you a minimum of 30 days' notice. Your right to terminate your membership during this time is unaffected.

Cancellation

- Carn Brea Leisure Centre Trust one FULL months written notice prior to the next collection either by post, email or by completing the appropriate 'Membership Cancellation Form'.
- Carn Brea Leisure Centre Trust will provide confirmation of cancellation, either by post or email, within 7 working days from receiving written notice. If confirmation is not received it is recommended that the member contact Carn Brea Leisure Centre Trust to ensure their cancellation has been received.
- If the member fails to give Carn Brea Leisure Centre Trust one months written notice it will be assumed that the member wishes to continue their membership and payments will continue to be claimed accordingly. If the member cancels their Direct Debit instruction during their contracted period then the member shall be suspended and unable to use the centre's facilities until arrears are paid in full.

Membership Cards

- A member must produce their valid membership card on entry to the facility in order to access activities at the appropriate rate. If not produced then the full activity price will be charged.
- Membership cards are non-transferrable and can only be used by the person to whom it is issued. Infringement could lead to termination of membership without compensation.
- If a member's Membership Card becomes lost, stolen or a replacement card is required for any other reason then it is the member's responsibility to advise Carn Brea Leisure Centre Trust. Any replacement cards issued will incur an extra one-off cost.

Leisure Centre Facilities & Usage

- All activities are subject to availability and conditions of use: Some activities will require pre-booking.
- Members wishing to utilise the Gym facilities, must first have undertaken the appropriate induction. An induction is required where a member has not used the Gym facility in the preceding twelve months.
- Racquet sports are only available free to Gold members when booked on the day of play. Should a member wish to book a court in advance the full fee shall be payable.
- A gold member may play squash or badminton with a non-Gold member provided that the non-Gold member/s pays the relevant surcharge fee.
- Junior members must abide by the stated gym admission times. Access times are available from a member of staff or on www.carnbrealeisurecentre.co.uk
- Junior Memberships access times fluctuate during term and non term time. Carn Brea Leisure Centre Trust follows the school timetable published by Cornwall County Council.