# Leisure Ards and North Down Admissions Policy



#### **Leisure Ards and North Down Admissions Policy**

The following policy operates for your safety and enjoyment in our venues and associated facilities (see Appendix 1). The policy is based on national guidance ensuring best practice, whilst also adhering to Health and Safety requirements and legislation.

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### 1. **General Admission**

- 1.1 All children of 7 years of age and under must be accompanied on site at all times unless taking part in a structured club or class. Please note, it is the parent / carer's / responsible person (16 years and over) responsibility to judge whether it is appropriate to allow their unaccompanied child(ren) 8 years and older to visit a leisure facility, as our staff are not available to supervise in general areas such as changing rooms and toilets.
- 1.2 Your health is your responsibility. The management and staff of the centres are dedicated to helping you take every opportunity to enjoy the facilities that we offer. You MUST read the Health Commitment Statement displayed at reception, confirm that you understand it and agree to abide by it.
- 1.3 We expect responsible persons who are supervising children in our centre to ensure they are in close contact with the child throughout their visit and that their behaviour is suitable. This extends to the whole building and grounds and in particular to changing rooms, toilets, poolside and the pool etc.
- 1.4 The facilities must not be used for coaching/instructing (whether paid or unpaid) without prior approval from Management.
- 1.5 The use of any equipment capable of recording still or moving images is strictly prohibited without prior permission of Management and relevant permission slips completed. Photographic permissions slips are available upon request from a member of Management.
- 1.6 Any persons whose behaviour is deemed inappropriate by any member of staff may be removed from the centre. Any incidents of this nature should be reported to a member of staff and serious incidents will be reported to the police. For further information, please see the Customer Charter which is on display in the reception area.
- 1.7 Persons who appear to be under the influence of drink or drugs will not be allowed into our venues.
- 1.8 Smoking/vaping is strictly prohibited in all areas of the facility.
- 1.9 Facility bookings (where applicable) can be made in advance by telephone, or in person. 24 hours notice must be given if you wish to cancel a booking, otherwise the full amount will be charged.
- 1.10 No refunds will be provided if customers have to be evacuated from buildings due to fire alarms or an emergency.

#### 2. Safeguarding/Child Protection

2.1 Ards and North Down Borough Council (the Council) is committed to protecting children, young people and adults who may be vulnerable from

harm when they are engaged in services organised and provided by, or on behalf of, the Council. Full details of arrangements pertaining to this are outlined in the Council's Safeguarding Policy, a copy of which can be obtained from reception upon request or downloaded from the Council website at <a href="https://www.ardsandnorthdown.gov.uk/about\_thecouncil/safeguarding">www.ardsandnorthdown.gov.uk/about\_thecouncil/safeguarding</a>

- 2.2 Everyone using council facilities and services with activities where children, young people and adults who may be vulnerable are present must ensure correct procedures are followed. The Council reserves the right to prohibit the use of photography, videoing or filming at any event or activity with which it is associated.
- 2.3 The use of any equipment capable of recording still or moving images is strictly prohibited without prior permission of the Management Team and relevant permission slips completed. Photographic permissions slips are available upon request from a member of the management team. (See Council Safeguarding policy)
- 2.4 The recording of images in all changing and toilet areas is strictly prohibited under all circumstances.
- 2.5 Where the recording of images is pre-planned, all materials promoting the event or activity will state clearly that accredited photographers will be present ('accredited' is defined as belonging to or working for a relevant organisation). See Council Safeguarding policy.
- 2.6 Clubs/organisations/individuals using Council facilities will be made aware of the Council's policy at the time of booking and in the absence of their own policy they will be required to adopt this policy as a condition of booking. (See Appendix 1 of Council's Safeguarding Policy.)

# 3. <u>Disabled Access</u>

- 3.1 Carers who are required to physically help and support their Service User(s) can avail of our Buddy Card and are not charged any admission fee but are required to be logged in at reception via the till system. Carers must stay with their Service User(s) throughout the duration of a visit and should not leave their Service User(s) unattended. More information and application forms for a Buddy Card are available at reception.
- 3.2 A Personal Emergency Egress Plan (PEEP) should be written for Service Users with a disability before accessing our leisure sites. Please see the reception team for further information. This plan will be vital for the safety of the user, carer and other customers should an emergency evacuation have to take place of all or part of the facility.
- 3.3 Guide, hearing and assistant dogs are welcome in dry side areas of the facilities.
- 3.4 A portable hearing loop is available. Please ask a member of our reception teams for further details.

- 3.5 A range of equipment is provided to support people with a range of disabilities to change. Should you require specialist changing facilities please speak to a member of our reception teams regarding access and/or information on what facilities are available at any of our sites.
- A range of equipment is provided to support people with a range of disabilities to access the swimming pool areas. This equipment is safety checked, however it is the responsibility of the carer to understand how to support the individual within the aid/hoist and use the equipment safely. Where electronic pool pods or lifts are provided, the carer or individual should advise a member of our reception team that this will be required so that a responsible staff member can be on hand to operate the equipment.
- 3.7 The gym provides a range of fitness equipment suitable for mobility and sensory impaired users with clear manoeuvring space around the area. For further information on accessible fitness equipment please speak to a member of our reception team regarding access and/or information on what facilities are available at any of our sites.

#### 4. Access for Transgender Persons

- 4.1 Transgender persons are welcome at Council services and are encouraged to get as involved as other members of the public. If there are particular concerns that a transgender person may have around access to any services, facilities or activities, the person should contact Management for information or guidance.
- 4.2 Transgender persons are welcome to use either appropriate single-sex toilets and changing facilities, or separate accessible toilets and changing facilities as determined by an individual's needs and at the discretion of Management.
- 4.2.1 There is no requirement for a Gender Recognition Certificate (GRC) for access to single-sex toilets, changing facilities or activities, and a GRC will not be requested.
- 4.2.2 Transgender persons are generally protected under the Sex Discrimination (Gender Reassignment) Regulations (Northern Ireland) Order 1999 when accessing services delivered by the Council and by other groups or organisations.
- 4.3 Transgender persons are welcome to record either their legal name or an informal preferred name as the preferable option when engaging with staff members.
- 4.3.1 If a Service User is engaging with classes or taught instruction, the Council will, when appropriate, communicate preferred names to instructors and other staff members.
- 4.3.2 In line with the Data Protection Act 1998 and with the General Data Protection Regulations 1998, transgender persons are entitled to update their recorded name promptly as required and in accordance with the law.

- 4.4 Transgender persons are entitled to privacy with respect to previous names and their transgender status. Disclosure of this information will not be made available to the general public, or to fellow participants or Service Users. Disclosures within the Council will be made only when within the law and where reasonable to do so.
- 4.5 Transgender persons, including children and young people, are welcome to wear clothing and swimwear in line with their gender identity that is compatible with the clothing requirements in this Admissions Policy.
- 4.5.1 When using pool facilities, transgender persons are welcome to use suitable and safe chest binders or similar garments as an alternative to a rash guard.
- 4.5.2 Additional advice can be sought from Management.

### 5. <u>Swimming Pools Admissions</u>

#### 5.1 General Pool Admission Rules

- 5.1.1 All non-swimmers must wear suitable floatation devices unless closely supervised on a one-to-one basis by an adult who can swim. Those wearing floatation devices are restricted to the designated shallow areas at all times (except when partaking in an authorised instructor-led session). Suitable floatation aids are those that comply with industry accepted classification EN13138-1 2008, support the wearer's full weight and remain secure in the water e.g. arm bands or float suits. For further information regarding suitability please speak to our staff teams. Suitable floatation devices are available upon request at poolside, please speak to a member of staff for further details (if required).
- 5.1.2 Swims can only be taken during public sessions.
- 5.1.3 It is recommended that all swimmers familiarise themselves with the design, layout and depths of the pools before entering the water.
- 5.1.4 It is recommended that all swimmers should shower and use the toilet prior to entering the pool. This includes babies, children and young people as well as adults.
- 5.1.5 Please use lockers provided to store kit bags and personal belongings. Kit/training bags are not permitted on the poolside.
- 5.1.6 No glass bottles (i.e. perfume or drinks) are permitted on the poolside.
- 5.1.7 Persons who appear to be under the influence of drink or drugs will not be allowed to enter the water or take part in activities.
- 5.1.8 Current or recent illness including respiratory problems, infection, digestive upset and rashes are indications that you should not swim.
- 5.2 Pool Adult & Child Ratios & Supervision (CIMSPA guidance note: GN014)

- 5.2.1 All children 7 years of age and under must be accompanied in the water and changing areas by a responsible adult (at least 16 years old) during unprogrammed swimming sessions. Such sessions are those that are open for public recreational swimming as opposed to those under the direct control or instruction of a group organiser or class teacher/coach.
- 5.2.2 The ratio of this supervision must not be greater than a 1:2 basis, with non-swimmers using an approved floatation device.
- 5.2.3 An adult cannot be responsible for supervising more than two children of 7 years old or under. The safety of non-swimmers and child(ren) is the responsibility of the supervising adult in attendance at all times. When supervising, the adult must maintain a constant watch over the child(ren) and be in close contact with those that are weak or non-swimmers.
- 5.2.4 Parents/responsible adults have a specific responsibility for the safety of the child(ren) under their supervision. This cannot be abdicated to lifeguards who are responsible for the safety of all swimmers. Parents who are supervising children must themselves determine that they have the required competencies to undertake this task.
- 5.2.5 Children aged 8 years or over, who are able to swim, are permitted entry to the main and minor pool unaccompanied. Parents should also be aware that children aged 8 years or over, who cannot swim or are weak swimmers, may also require supervision. Those responsible for the children must therefore consider the swimming abilities of all children and the appropriate supervision required and heed the advice/instruction of the centre staff.
- 5.2.6 Only children of 7 years or under may use the splash pool.
- 5.2.7 The Splash Pool is classified as a designated safe area (DSA) and as such is not supervised by lifeguards. Children using the Splash Pool MUST be supervised at all times by a responsible adult. Parents/carers MUST remain in the pool area at all times whilst their child/children are in the facility. Only one adult should accompany a child in the water if they wish to do so, any additional adults must remain in the spectator areas.

#### 5.3 **Clothing & Equipment**

- Outdoor footwear must be taken off before entering the Aqua Zone. Seats are provided outside the entrance to the zone to sit on to take off shoes. 'Clean' footwear (flipflops, sliders or sandals) may be used while in the changing area. Please ensure you bring all your belongings into the zone when ready.
  - When leaving the Aqua Zone please remember *not to put your outdoor shoes on* until outside the zone.
- 5.3.2 All swimmers should wear suitable swimwear. Cut-off jeans, other clothing and transparent costumes are not permitted.

- 5.3.3 Tee shirts may only be worn for medical reasons or at the discretion of Management. Rash vests are permissible and are available to purchase at reception.
- 5.3.4 It is recommended that loose fitting jewellery such as necklaces and bracelets should be removed before entering Swimming Pools.
- 5.3.5 Masks, flippers, hand paddles and snorkels are not allowed into the pool during public swimming sessions.
- 5.3.6 Swim nappies must be worn by all babies and children who are incontinent or not dry throughout the day. Standard nappies are not suitable or appropriate. Swim nappies may be purchased at Reception.
- 5.3.7 In special circumstances, such as religious reasons, specifically designed swimming costumes covering most of the body, arms, legs and head are permitted at the discretion of Management.

# 6. **Spa/Health Suite Admissions**

- 6.1 All users must be 8 years of age or older.
- Those 15 years or under must be accompanied by an adult of 18 years or older when using the Spa/Health suite facilities.
- 6.3 Appropriate swimwear must be worn at all times.
- 6.4 CIMSPA (Chartered Institute of Management for Sport and Physical Activity) guidelines for the use of spa facilities are on display within the spa. Please read and familiarise yourself with these guidelines prior to use of the spa facilities.

#### 7. Gym Admissions

#### 7.1 Health Commitment Statement

7.1.1 Your health is your responsibility. The management and staff of the centres are dedicated to helping you take every opportunity to enjoy the facilities that we offer. You MUST read the Health Commitment Statement provided and confirm that you understand it and agree to abide by it. In the case of a Junior user the parent/guardian must sign to confirm the above.

# 7.2 **Gym Inductions**

7.2.1 It is important that every new member or casual gym user undergoes induction training to ensure they are aware of how to use the facilities and equipment on offer. This includes but is not limited to all cardiovascular

equipment including treadmills and resistance equipment including free/loose weights.

It is recommended that new members or gym users undergo our induction training.

Experienced gym users may opt out of induction training by signing a waiver form and by doing so are indicating that they are an experienced gym user and unwilling to undertake induction training. In these circumstances they will be allowed to use the facilities, provided they seek advice from a member of staff if they are in anyway unfamiliar with a particular piece of equipment or type of exercise.

Casual gym users are required to sign the waiver form on every visit.

# 7.3 **Gym Etiquette**

- 7.3.1 Customers are expected to dress appropriately for the activity they are taking part in.
- 7.3.2 Customers are responsible for their personal belongings.
- 7.3.3 Please use lockers provided to store kit bags and personal belongings. Kit/training bags are not permitted in the gym.
- 7.3.4 Please have respect for staff and equipment.
- 7.3.5 Do not do any exercise or use equipment that you are unsure of, speak to a member of staff for guidance.
- 7.3.6 For health and safety reasons and to protect the equipment, avoid dropping equipment e.g. dumbbells on the floor.
- 7.3.7 Please report any faulty equipment.
- 7.3.8 Customers are asked to wipe down machines after use with spray and paper towels provided.
- 7.3.9 When you have finished with the free weights, please break them down and replace them in their holders or back on the rack. Do not leave loose plates or bars on the floor.
- 7.3.10 Any drinks taken into the Gym and class areas must be in plastic bottles.
- 7.3.11 Personal Training is not permitted in the Gyms. Customers requiring advice around health and fitness should speak to the centre's Gym staff who are happy to provide appropriate assistance and guidance.
- 7.3.12 No spectators are allowed in the gym environment.

- 7.3.13 At busy times, limit your time on cardiovascular machines to 20 minutes.
- 7.3.14 If you feel unwell at any time, inform a member of staff immediately.

#### 7.4 Child/Young Persons Admission

- 7.4.1 No young person 10 years or under is permitted to use the Gym equipment. Most of the equipment provided within the gym is designed for an adult body and may put undue stresses and strains on a child's frame. Further advice and suitable activities for young children can be obtained from centre's gym staff.
- 7.4.2 No young person 15 years or under is permitted to use any of the resistance machines or free weights stations within the gym. Gym staff can offer suitable bodyweight exercises to develop muscular endurance.
- 7.4.3 All juniors (aged 11-15 years of age) must have an induction at which a parent/guardian must be present to sign the induction checklist following the junior's induction.
- 7.4.4 Junior members can use the gym at any time during opening hours when accompanied by an adult, 18 years or over, who is also a fitness member.
- Junior members who cannot be accompanied by an adult fitness member can only use the gym during Junior Friendly Gym sessions.
   Adult members are allowed to train during the Junior Friendly Gym sessions.
- 7.5 Booking a gym session

#### 8. Fitness Class Admissions/Etiquette

- 8.1 No person 15 years and under is permitted to take part in exercise classes unless otherwise stated.
- 8.2 Arrive at least 5 minutes early. If you are late and miss the warm up, you may not be able to take part in the class for Health and Safety reasons.
- 8.3 Entry to a class once a warmup has commenced is at the discretion of the class instructor, as failing to warm up adequately can lead to serious injury. No refunds can be issued for customers unable to access classes due to late arrival.
- 8.4 Customers are expected to dress appropriately for the activity they are taking part in and are responsible for their personal belongings.
- 8.5 Keep talking to a minimum during the class
- 8.6 If you feel unwell at any time inform the instructor immediately

- 8.7 All class programmes are reviewed on a quarterly basis. Sessions that are poorly attended may be subject to change or removal from the programme, with new sessions being introduced.
- 8.8 Please note that flashing, coloured lights may be in operation during some evening classes.
- 8.9 **Booking a fitness class.**

# 9. Soft Play Terms & Conditions

- 9.1 Soft Play at Ards is suitable for toddlers to children up to 7 years old, a height restriction of 130cm also applies, staff decision on this is final. Soft Play at Comber is suitable for toddlers to children up to 10 years old.
- 9.2 Sessions are for a minimum of 45 minutes to a maximum of 1 hour.
- 9.3 A maximum of 30 children are allowed in the Soft Play area at any one time.
- 9.4 As Soft Play areas are not supervised by staff, parents/carers must remain in the area at all times whilst their child/children are in the facility.
- 9.5 Adults should remain in the parent area and will only be allowed into the play areas to retrieve their child/children.
- 9.6 Shoes cannot be worn in the Soft Play and must be left in the shoe rack provided. Socks must be worn and we advise that legs and arms are covered.
- 9.7 Jewellery, pinned badges, watches, money, toys and other personal possessions must not be taken into Soft Play areas. Removing spectacles is advised. It is recommended that belts with larger buckles, neckties and clothing with neck cords be removed.
- 9.8 Food and drink, including confectionery and chewing gum is not permitted in Soft Play areas.
- 9.9 Children should be encouraged to visit the toilet before using the Soft Play.
- 9.10 If a child has recent injuries, or is unwell, they must not use the facility.
- 9.11 Normal centre Terms and Conditions apply as set out in this Admissions Policy and customers are expected to abide by the centre's Customer Charter.

9.12 Whilst hiring the Soft Play area for private use, all the above terms and conditions apply. It is the responsibility of the hirer to ensure that the terms and conditions are adhered to. The hirer is also responsible for the behaviour of all the children in their group.

# 10. <u>Booking a Session or Class</u>

- 10.1 Where applicable bookings can be made online, by telephone or in person at a centre.
- 10.2 Advance booking rights.

Fitness and Spa, Fitness, Spa and Aqua members can book 8 days in advance.

Resident and Active Ageing members can book 7 days in advance. Non-members can book 6 days in advance.

- 10.3 Paying members (Resident and Active Ageing) and non-members must pay for bookings at time of booking.
- 10.4 A booking can be made up to 15 minutes before a session start time.
- 10.5 A booking can be cancelled up to 1 hour before the session start time. Prepaid members, Fitness and Spa, Fitness, Spa or Aqua, can cancel online.

Paying members, Resident and Active Ageing and non-members must cancel by telephoning or emailing the centre. Refunds will not be made but the booking will be moved to an alternative date.

Members who fail to cancel a booking may have their membership suspended for 7 days. During this time membership will be unavailable and no refund or suspension of payment will be made.
 No refunds or booking movement will be provided for classes cancelled with less than 1 hour notice.

#### 11. Membership Terms & Conditions

#### 11.1 Membership Categories

**Adult** Available to those 18 years and over

Concession

Over 60 Available to those aged 60 and over. Proof of age must be

provided at the first time of application only.

**Disabled** To receive disabled concession rates an original letter,

issued within the last 12 months, showing receipt of one of the following must be provided at time of application

and renewal:

Disability Living Allowance (DLA) – Highest or Middle rate Personal Independence Payment (PIP) – Enhanced or

Standard Rate

**ESA** 

Income Support

Unemployed

Available to those claiming Universal Credit proof of which must be provided at time application and every six months thereafter.

Student

Available to 18 year olds or over in full-time, 3rd level education or 18 year olds still at school. Proof of status must be provided at time of application: Students: a college/university Identity Card showing their name, photograph and clearly stating Full Time status. If Full Time status is not clearly detailed a Registration Receipt or letter from the College/University must be produced confirming Full Time status. Those at school: a letter from the school confirming attendance. School leavers wishing to continue or take out membership during July and August must produce a UCAS card or letter of offer from a university/college.

Youth

Available to those aged 16 or 17 years. Proof of age must be provided at time of application.

Junior

Fitness and Spa, Fitness and Spa memberships are available to 11 to 15 year olds. Aqua membership is available to 5 to 15 year olds. Proof of age is required at time of application and renewal.

Child add on

A child up to 15 years old, who is a family member, can be added to an Adult, Corporate and Concession over 60, unemployed or disabled membership. Proof of age is required at time of application.

#### 11.2 General Terms & Conditions of Membership

- 11.2.1 For payment by Direct Debit the first payment will be by cash, allowing immediate use of the facilities included in that membership. Payments thereafter will be monthly through your bank on the 1st working day of each month.
- 11.2.2 Members whose Direct Debit payment is returned unpaid on two occasions will have their Direct Debit membership cancelled and will only be allowed to take out a cash membership thereafter. Any outstanding amount owed must be paid and failure to pay may result in legal action being taken.
- 11.2.3 The centre requires one month's notice to cancel a Direct Debit membership. Notice must be given to the centre in writing by Change of Status form or by email to the centre providing your name, address and membership number.

- 11.2.4 <u>It is the members responsibility to cancel the Direct Debit instruction with</u> their bank.
- 11.2.5 Renewing Cash Membership Cash memberships are renewed by filling in a Change of Status form at the centre, appropriate proof of status, if required, must be provided when renewing.
- 11.2.6 Refunds are not available on any membership including where the member chooses not to attend the centres.
- 11.2.7 <u>Changes to Membership</u> Members may change their membership type or category by completing a Change of Status Form, available from reception. Any change made to Direct Debit membership will be affected at the subsequent Direct Debit run. Cash payers will not be given a refund on downgraded membership.
- 11.2.8 At Home An 'At Home' facility is available to members who are unable to use their membership and wish to have their membership suspended for a period of time. The At Home fee can be paid for a maximum of three consecutive months, once in a twelve month period. Granting of At Home status is at the discretion of Management.
- 11.2.9 For our computer records your photograph will be taken when you apply.
- 11.2.10 All members must have their card swiped and collect their receipt from the kiosk (where available) or reception, including when pre-booked. Receipts must be handed to the instructor or attendant where appropriate.
- 11.2.11 The membership card remains the property of Ards and North Down Borough Council. Your card is valuable, please report loss or theft of your card immediately. A fee will be charged for replacement cards.
- 11.2.12 Memberships are non-refundable and will be suspended without refund if misused.
- 11.2.13 All sessions covered by your memberships are subject to availability.
- 11.2.14 Ards and North Down Borough Council reserves the right to alter or cancel sessions and to shut areas of the centre for essential repair and maintenance when necessary. Your membership can be used at the Ards, Comber and Portaferry centres as applicable, therefore refunds will not be made should any of the facilities need to be closed for whatever reason. An exception to this is the Spa in Ards Blair Mayne Wellbeing and Leisure Complex for which Fitness and Aqua members will have to pay the casual price.
- 11.2.15 Ards and North Down Borough Council reserves the right to refuse an application for membership up to the point of entering the membership on the management system.
- 11.2.16 Changes to your health during the term of your membership, should your health change you must inform a gym staff member as your programme may need to be altered.

#### 12. <u>Clubs/Organisations</u>

- 12.1 Please ensure that when accessing sports halls and astro turf pitches that you adhere to the time of the booking and that the group leader ensures that the group are registered and booked in at reception.
- 12.2 All clubs and organisations using Leisure Ards and North Down sites are required to follow terms and conditions of bookings, which highlight rules regarding accessing facilities.
- 12.3 Children and young people attending clubs and organisations that are resident at a facility must be signed in and out of a facility when attending sessions. This the responsibility of the club/organisation.
- 12.4 Any persons attending clubs and organisations who breach admission rules may be excluded from facilities and may jeopardise future bookings by the club.
- 12.5 The hiring club/organisation is responsible for ensuring all activities are conducted in a safe and competent manner throughout the period of hire, and for ensuring the safety of club or organisation members and guests.
- 12.6 All clubs and organisations hiring facilities from Leisure Ards and North Down must have the relevant public liability insurance in place.
- 12.7 Where instruction and/or coaching takes place, the appropriate level of instructor qualifications should be in place. Proof of these qualifications may be required by the facilities management team.
- 12.8 Clubs must have permission from centre Management to move any equipment, furniture or make adjustments to any fabric of the building. No responsibility will be accepted for club members not following these rules and suffering injury. At busy times, clubs may have to wait for support from site staff.
- 12.9 Applications for hire will be considered on a first come first served basis, subject to availability. Requests for hire must normally be made at least four weeks in advance. Applications are defined as any request, which is less than one booking day/time for ten or more consecutive weeks, without a gap.
- 12.10 Regular 'block' bookings of the facilities as defined (by the applicant) are available within the relevant facilities booking periods. Renewal Application Forms will be sent directly to clubs and organisations for which details are held, for example those that are on the Council database or have existing, or historic, 'block' bookings, inviting them to re-new their booking. 'Block bookings' are defined by Council as a minimum of at least one booking day/time for ten or more consecutive weeks, without a gap.
- 12.11 Pricing will be reviewed and set by the Council. Invoices will be raised and issued retrospectively for payment by hiring clubs and organisations, on a

monthly basis. All invoiced bookings will be subject to VAT, in line with HMRC rules. Payment for hire of facilities must be made on demand. Failure to pay will result in the withdrawal of facilities and the possibility of legal proceedings to recoup the outstanding amount owed.

12.12 Invoices must be paid within 30 days of date of the invoice. Payments must be made out to 'Ards and North Down Borough Council'. In the event of the Hirer cancelling their booking within 72 hours of the booking start time the Council reserves the right to charge the Hirer in full.

Note: HRMC VAT exemption conditions for block bookings are as follows:

- The series consists of 10 or more sessions.
- Each session is for the same sport or activity.
- Each session is in the same place. This condition is still met where a different pitch, court or lane is used (or a different number of pitches, courts or lanes), as long as these are at the same establishment.
- The interval between each session is at least 1 day but not more than 14 days (for an interval to be at least 1 day, 24 hours must elapse between the start of each session). The duration of the sessions may be varied. There is no exception for intervals greater than 14 days through the closure of the facility for any reason.
- The series is to be paid for as a whole and there is written evidence to the fact. This must include evidence that payment is to be made in full whether or not the right to use the facility for any specific session is actually exercised. Provision for a refund given by the provider in the event of the unforeseen non-availability of their facility would not affect this condition.
- The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league.
- The person to whom the facilities are let has exclusive use of them during the sessions.

# 13. <u>General Terms and Conditions of Hire of Facilities</u>

'The Council' means Ards and North Down Borough Council

'the Hirer' is the person who signs the booking form and will be held responsible for the booking.

- 1. The Council reserves the right to refuse any application for hire and to refuse the entry of any person or persons to its facilities.
- Payment for hire of facilities must be made on demand. Failure to pay will
  result in the withdrawal of facilities and the possibility of legal proceedings
  to recoup the outstanding amount owed.
- 3. The Hirer undertakes:
- i. to manage and conduct the particular event or series of events so as not to injure the reputation of the Council.

- ii. to provide adequate stewards for the supervision and control of all visitors and participants and ensure the safety and proper behaviour of all persons.
- iii. to take sole responsibility for the organisation and running of any event within the terms and conditions of hire.
- iv. to comply with all instructions given by representatives of the Council.
- v. to leave the facility hired clean, tidy and in good repair and to compensate the Council on demand for any damage caused.
- vi. not to sub-let the hired facility/facilities.
- vii. to indemnify the Council against all claims arising out of the hire of the facilities.
- viii. to provide proof of insurance if requested by the Council management.
- ix. not to allow any activity or behaviour which may invalidate the Council's insurance policy.
- x. not to use the hired facility for any activity not specified on the booking form.
- xi. not to display any advertising without prior consent of the representative of the Council.
- xii. not to permit games of chance, sweepstakes, lotteries or any betting without prior consent of the Council.
- xiii. to conform with any and all Child Protection Legislation:
- Not to permit the use of any photographic equipment without prior permission from the Council.
- To ensure that all party organisers sign the register at reception on the day of the party if they wish to take photographs.
- To ensure that anyone wishing to take photographs at a party obtains parents' permission before doing so.
- To ensure that photographic equipment of any kind is not used in any changing areas.
- xiv. to conform to all Council Bye-Laws.
- 4. In the event of the Hirer cancelling their booking the Council reserves the right to charge the Hirer in full.
- 5. The Council reserves the right to withdraw the use of facilities from the Hirer should it deem it necessary to do so.
- 6. The Council reserves the right to shut facilities for essential repair and maintenance when necessary. In such circumstances only payments already made will be refunded.

#### 14. Customer Charter

#### AND Leisure is committed to:

- Promoting equality, fairness, dignity and respect in the treatment of both its staff and customers and ensuring equality in relation to access to its facilities and services.
- Ensuring so far as is reasonably practical, a safe environment for the users of and visitors to its facilities.
- Providing clean and welcoming facilities for its customers.
- Providing a varied and balanced range of activities and programmes to its users.

- Consulting with and reacting to its customer needs and wants so far as is reasonably practical.
- Encouraging and recording customer comments and complaints through the comment/complaint system and replying to these comments and complaints in a satisfactory and timely manner.
- Providing high quality services at affordable costs.

#### In return we expect you to:

- Treat the staff and other users at the premises with the same dignity and respect you would expect to receive.
- Respect instructions issued by centre staff who are fully trained and here to help you.
- In the interest of health and safety, be responsible for the behaviour of your children while on the premises.
- Be in an appropriate condition and be suitably attired to take part in activities. Failure to observe this may result in you being asked to leave the facility.
- Comply with normal terms and conditions of the centre as outlined in literature and notices.

Any breach of the above will be investigated and could result in exclusion from the centre and termination of any membership subject to investigation by the Council.

### 15. Special Terms and Conditions during the Covid-19 pandemic

How cash memberships will be managed during the disruption to leisure due to the Covid-19 pandemic.

- 15.1 If an extension to the length of membership is appropriate it will be offered following a calculation of the monetary value of the loss of service or part thereof and applied accordingly.
- 15.2 If this is deemed unacceptable the member can make a formal application in writing stating the specific circumstances why their application should be considered outside of our normal procedures.
- 15.3 Refunds will be made for full calendar months only and not parts of.
- Any request for a refund of a membership which has less than two months to run will not be considered under any circumstances.

# Appendix 1. List of Leisure Ards and North Down facilities subject to this Admissions Policy

Ards Blair Mayne Wellbeing and Leisure Complex

Comber Leisure Centre

Portaferry Sports Centre

Londonderry Park