

## **Terms & Conditions for booking classes, courses and activities at USSC (2016)**

"USSC" means Uppingham School Sports Centre, Leicester Road, Uppingham, LE15 9SE

"USEL" means Uppingham School Enterprises Limited, company number 1130851, the managing company of USSC

"Booking" means any class, course or activity which is booked at USSC by a Client

"Client" means the person, member, organisation or company booking any activities, classes, courses or lessons at USSC (whether directly or through an agent);

"Class" means any class listed on our class timetable

"Course" means any booked course listed on our course program or any activity coached by USSC employees over a series of sessions (*please also refer to Swim School terms and condition should these apply to your booking*).

"Activity" means any single one off court hired or party booked that is not included as an external hire (*for which separate terms and conditions apply when an entire facility is booked on a single occasion or a series of bookings are made in advance*).

These terms and conditions apply to the booking of activities at USSC unless varied in writing by USSC and the Client and in making a booking with USSC, the Client will be deemed to have read, understood and accepted these terms and conditions. Separate terms and conditions apply to the hire of facilities at USSC.

These terms and conditions are renewed annually and are subject to change from time to time.

### **1. Booking Arrangements:**

1.1 The Client must apply to make any booking at the USSC by contacting reception. USSC will consider the booking and if acceptable, will confirm the booking to the Client either verbally or in writing at which time a binding contract will be made between USSC and the Client.

1.2 Acceptance of all bookings is at the discretion of USSC.

1.3 USSC is under no obligation to renew or extend any booking or series of bookings but, if USSC agrees to do so, the terms and conditions which are currently in place at the time of the booking shall apply. Fees may vary.

1.4 Bookings can be made by anyone aged 8 or above. *Reference 2.1 & 16.2*

1.5 The Client or Clients' supervisors must report to reception prior to commencing any activity within the Sports Centre. USSC will communicate any conditions that may affect the activity at this time.

### **2. Payment Terms, Cancellation and Refunds:**

2.1 Any payment due must be made at the time of booking.

2.2 All payments are required in full, prior to the start of a single or series of bookings.

2.3 If the Client cancels a party the following shall apply:

If the cancellation is made more than 4 weeks before the party booking USSC will issue a full refund;

If the cancellation is made between 7 days and 4 weeks before the party booking USSC will issue a full refund subject to a £30 administration fee;

If the cancellation is made less than 7 days before the party booking USSC will be entitled to keep 100% of the fee and such sum shall be non-refundable unless: USSC is able to re-book with another Client; in which case USSC will issue a full refund subject to a £30 administration fee; For the avoidance of doubt, USSC shall be under no obligation to actively seek another booking; or USSC agrees, at its sole discretion to allow the amount paid by the Client to be transferred to another booking of the same session for the Client to use within 3 months of the cancelled booking.

2.4 If the Client cancels a court booking the following shall apply;

If the cancellation is made more than 24 hours before the court booking USSC will issue a full refund;

If the cancellation is made less than 24 hours before the court booking USSC will be entitled to keep 100% of the fee and such sum paid shall be non-refundable.

2.5 If the Client cancels a course booking the following shall apply;

If the cancellation is made more than 7 days before the course booking USSC will issue a full refund;

If the cancellation is made between 4 and 7 days before the course booking USSC will issue a full refund subject to a 20% administration fee;

If the cancellation is made less than 4 days before the course booking USSC will be entitled to keep 100% of the fee and such sum paid shall be non-refundable.

2.6 If the Client cancels a class booking the following shall apply;

If the cancellation is made more than 24 hours before the class booking USSC will issue a full refund;

If the cancellation is made less than 24 hours before the class booking USSC will be entitled to keep 100% of the fee and such sum paid shall be non-refundable.

2.7 A Member of USSC may book classes for free, inclusive of their membership, in advance. Any such booked classes must be cancelled with more than 2 hours notice prior to the class start time. If cancellation is made within the 2 hour period but made before class start time, the member will receive a warning. Receiving 2 warnings in any 14 day period will result in the member forfeiting their advanced booking rights for the period of 2 weeks. If a member does not attend a class that they have booked on to or fails to cancel the booking prior to the class start time this will result in the member forfeiting their advanced booking rights for the period of 2 weeks.

2.8 Subject to terms and conditions stated herein, USSC are unable to offer refunds for bookings due to illness or injury.

2.9 VAT will be applied to all bookings and inclusive within the advertised price unless otherwise stated.

2.10 USSC reserves the right to cancel a booking at any time, including insufficient class numbers, and in this event all monies paid by the Client will be repaid or transferred to a new booking, at the Client's request, subject to all other terms and conditions stated herein. However, USSC shall not be liable to pay any other expenses incurred by the Client either directly or indirectly resulting from such cancellation.

2.11 USSC reserves the right to move a booking to a different location within the Centre without prior notice.

2.12 USSC reserves the right to supply a different instructor than that advertised or agreed.

2.13 Where a Client has any concern or complaint about any class, course, booking or activity, he/she should address the matter immediately in writing to the Uppingham School Sports Centre Manager. Our aim is to ensure we fulfil expectations as far as possible, and we would always wish to rectify any issues raised. We regret we are unable to offer any refunds for complaints not brought to the attention of the Sports Centre Manager at the time of the issue.

### **3. Insurance:**

3.1 If requested, Clients are required to hold and maintain adequate insurance cover against public liability and personal injury with a minimum cover of £2 million in respect of any one incident. Copies of these insurance policies must be provided to USSC before the booking.

3.2 USSC will undertake to maintain public liability insurance in respect of all potential bookings advertised.

### **4. Limitations of Liability:**

4.1 The Client shall be responsible for any damage or loss however caused by attending a booking at USSC including but not limited to its equipment, fittings or apparatus, shall report any such damage or loss to USSC immediately it is known to have occurred and shall pay to USSC the cost of making good any such damage or loss.

4.2 USSC, its employees and agents shall not be liable for: any loss or damage to property of the Client or to the property of any third party arising out of the Client's attendance of an activity at USSC (whether in the booked area, USSC generally or in the grounds or the car park of the USSC) and whether items were placed in lockers or not; any personal injury to or, the death of any person unless caused by the negligence or recklessness of USSC.

4.3 The Client shall indemnify and keep indemnified USSC against all actions, claims, damages, costs, demands and expenses in respect of any loss or damage arising out of the Client's booking and use of the facilities, howsoever occurring or caused, which may be brought or awarded against, suffered, sustained or incurred by USSC.

4.4 USSC accepts no liability in the event of technical and/or any other failures or other emergencies which occur either during any booking or which prevent any facility use which are beyond the control of USSC. Clients will be notified of any cancellation of any booking with as much notice as USSC can reasonably give, provided contact details are present or via the USSC website, twitter, email or public notices.

### **5. Force Majeure:**

Should USSC be prevented from executing its obligations by force majeure, such as exceptional weather conditions, flood, fire, war, industrial action, disruption to mechanical or electrical supplies or other unforeseen events, and this is unavoidable, USSC shall notify the Client as soon as possible, explaining the reason for its inability to execute or need to delay the execution of all or part of the booking. In such circumstances USSC and USE shall not be deemed to be in breach of this contract and conditions. This clause shall not, however, affect any Clients right to cancel.

### **6. General Conditions:**

6.1 The Client must co-operate with all reasonable instructions of USSC staff at all times. The Client should make themselves aware of the nearest emergency exit and make it known to an instructor or member of USSC staff any ailment (medical or otherwise) that may hinder their performance or ability to undertake the booking safely, before the booking commences.

6.2 Any booking confirmed to Clients is made in accordance with the details set out in our brochures, on the website and by any other correspondence between USSC and the Client. The Client is responsible for ensuring that all bookings are carried out in accordance with all rules and regulations which apply at USSC, which may change from time to time which include but are not limited to the Normal Operating Procedures ("NOP"), the Emergency Action Plan ("EAP"), the Pool Safety Operating Procedures ("PSOP" including the Pool Rules) (together referred to as the "Regulations"). If any booking undertaken by the Client is substantively different to that indicated at the time of booking or is not run in accordance with the Regulations of USSC, the USSC Manager, Duty Manager or authorised representative of USSC, will speak to the Client to try to resolve the matter but, if the matter is not resolved to the satisfaction of the Manager of USSC, the Manager shall have the discretion to terminate the booking with immediate effect, without refund. USSC shall not be liable to the Client for any loss arising in this event.

6.3 It is recommended that the Client arrives before the start time of the booking. The time booked includes time for set up and the area cleared at the end. The Client shall ensure that the booked facility is cleared of users by the time stated at the point of booking and that the facility used is left in a tidy and orderly condition at the end of the period of use. The Client may be refused entry should they arrive to an activity late. This specifically applies to fitness courses and classes which require a warm up to be completed and in such case Clients arriving later than 5 minutes after the class start time will be refused entry for their own safety. In addition Clients arriving less than 30 minutes before the end of a programmed pool or fitness studio session maybe refused entry.

6.4 The Client must ensure that all passages, courts, ramps etc to which the public have access shall at all times when the public are at USSC be kept free from obstructions.

6.5 Staff of USSC shall have at all times an immediate right to enter all booked areas at USSC.

6.6 Clients may not arrive at USSC earlier than 15 minutes before the start of a booking or activity. *Reference 6.3*; This does not include the areas booked but allows for registering at reception and changing.

## **7. Other Provisions:**

7.1 Subletting/Retailing: The Client shall not sub-let any part of the facility or activity it has booked. Clients are not authorised to sell or trade at USSC, without prior written agreement with the USSC Manager.

7.2 Bookings will clearly state the start and finish times for the period booked.

7.3. Such equipment as agreed with the Client will be provided by USSC in good working order. All USSC supplied equipment will be erected and dismantled by USSC staff. Clients should only assist in handling any equipment under the direct guidance of USSC staff. Equipment brought into USSC by Clients must be safe, meet all appropriate standards in respect of that type of equipment and be installed in accordance with health and safety regulations. It is the responsibility of the Client to ensure that the equipment is in good working order and risk assessments have been completed. USSC reserves the right to inspect equipment at any time and to request that the equipment be removed if it appears unsafe.

## **8. Security:**

USSC reserves the right to request references in respect of the Client. Clients must remain vigilant to security issues and are responsible for the people who are in the areas they have reserved. Any concerns about any individuals should be raised immediately with the Manager or USSC Duty Manager.

## **9. Health & Safety:**

9.1 The Client must take all reasonable steps to ensure the health and safety of any persons for whom the Client is responsible, including spectators.

9.2 The Client should make themselves aware of any rules in place in relation to the booking they are attending and are required to impart this information to any guests or other individuals attending USSC pursuant to the Client's booking (including spectators) prior to the booking commencing.

9.3 Failure by any person at USSC pursuant to the Client's booking to adhere to the Regulations of USSC will entitle USSC to request that the individual concerned is removed and USSC will also have the right, at its discretion, to immediately terminate the booking without liability to the Client.

9.4 All accidents, incidents and near misses must be reported to the Duty Manager via reception and recorded immediately.

## **10. Photography:**

The use of cameras, videos and mobile phone cameras or any other form of image capture equipment is strictly forbidden without the prior written permission of USSC. An authorised representative of USSC may photograph or film courses and participants. Photographs and films will be used solely for marketing, promotional activities, advertising, website publications and on social networking websites. By agreeing to the terms and conditions, consent will be presumed unless USSC is notified in writing in advance of you or your child attending the booking.

## **11. First Aid:**

USSC will provide first aid cover in accordance with the First Aid Regulations Act 1980. All accidents must be reported to the Duty Manager who will take such action as is appropriate.

## **12. Smoking and Alcohol:**

Smoking is prohibited in USSC and its grounds. Alcohol is prohibited in USSC and its grounds without prior written permission from the USSC Manager.

## **13. Food and Drink:**

Food can only be consumed in the reception, social and foyer areas of USSC. Drinks can be taken into sports areas in appropriate plastic vessels. Any spillage must be attended to in accordance with all health and safety requirements and so as not to put any person at risk.

## **14. Parking:**

14.1 All vehicles must be parked in the designated parking area. USSC reserves the right to, on occasion, instruct Clients to park 'off-site'. USSC accepts no liability for the loss or damage to any vehicles or their contents.

14.2 Accessible parking is available but limited. Cars may only park in the bays provided.

## **15. Conduct & Behaviour:**

Clients should be aware that USSC is situated within the grounds of Uppingham School, and behaviour and language used should befit that of a School environment. USSC reserves the right to remove and/or exclude from USSC any person or persons whose behaviour is considered

inappropriate, dangerous or which may cause offence and, in this case, USSC reserves the right to immediately terminate the booking and any future bookings of the Client without refund.

#### **16. Supervision:**

16.1 Clients booking activities are required to provide appropriate levels of supervision for the booking taking place in the area booked. Failure by the Client to provide adequate supervision will result in a booking being terminated.

16.2 Clients are responsible for the actions, behaviour and conduct of any person at USSC who is there pursuant to the Client's booking. The Client is responsible for ensuring persons under the age of 8 are supervised by an accompanying adult.

16.3 Clients are responsible for supervising juniors throughout the period of the booking, including changing until the group vacate site. Children over the age of 8 should change in the appropriate changing room of their gender.

#### **17. Clothing and Footwear Lockers:**

Appropriate clothing and footwear must be worn for each surface and sport. USSC accepts no responsibility for items left unattended, in lockers or changing rooms. Outdoor shoes must be removed in sports areas.

#### **18. Swimming Pool:**

USSC will provide at least one lifeguard during all events. Clients must not enter the swimming pool if a lifeguard is not in attendance in the swimming pool hall. All Clients must comply with USSC Regulations and Pool Rules.

#### **19. General:**

Any activity undertaken by the Client that is in breach of these terms and conditions and any appropriate regulations will result in the immediate termination of the booking or activity. These terms and conditions are subject to change. The version issued will be applicable at the time the activity is booked.