

# GENERAL REGULATIONS, CONDITIONS OF USE AND INSTRUCTIONS

01/04/2023

QR/C37

These include:

- General Regulations**
1. **General Swimming**
2. **Swimming and Aquatic Clubs**
3. **School Swimming**
4. **Learn2 Swim**
5. **Equipment Hire**
6. **Crèche**
7. **Sauna**
8. **Ancillary Services**
9. **Floodlit Pitch**
10. **Sports Hall/Ancillary Hall**
11. **Zest Health and Fitness Gym**
12. **Courses and Classes**
13. **Zest Membership**
14. **Holiday Activities**
15. **Vouchers Terms & Conditions**
16. **Public WiFi**

## Summary of significant changes to previous regulations:

Dec 2017

- 24/7 Access

June 2017

- General Regulations – Alcohol & Drugs

January 2015

- Section 17 (Public WiFi) added
- Section 16 (Vouchers) updated for cross-centre usage

December 2014

- Section 4 (Learn2 Swim) updated from previous Swimming Lessons
- Photography and filming information updated

May 2013

- Section 16 (Vouchers Terms & Conditions) added

March 2013

- Section 13 (Zest Membership) #13 added

Sept 2020

- Bookings information added

## **GENERAL REGULATIONS –NORTH YORKSHIRE COUNCIL LEISURE FACILITY**

**These General Regulations cover all individual visits and club and organisation hires of the leisure facilities. In addition to these there are specific Conditions of Use and Instructions for different activities. Please ensure you have read both before booking.**

### **ADMISSION**

The Manager may refuse admission to any person or require any person to leave the Centre. The Manager also reserves the right to decline any application to use any facility of the Centre. Some activities require payment upon booking.

### **BOOKINGS**

Arrive to your booked activity early and register your attendance. There are often waiting lists for spaces, your place will be offered to someone else after 10 minutes following the start of the booked activity. After this time late arrivals will not be permitted. There may be short periods of time when you will be required to wait outside of the centre so please come prepared for all weather conditions.

### **24/7 ACCESS**

Users are requested to complete an Authorisation Form which includes an appointment with an Instructor. Upon approval members will be authorised to access the gym out of hours.

### **SAFETY & WELL-BEING**

All activities are guided and influenced by a range of local policies and practices aimed at ensuring the safety and well-being of customers. Management retains the right to implement, amend and remove these policies and practices as it believes appropriate.

### **GAMBLING**

No sweepstake, raffle or other formal lottery shall be promoted, conducted or held on the premises except such lotteries as are deemed to be lawful by virtue of enactment relating to gaming, betting and lotteries.

### **ALCOHOL & DRUGS**

Users are not permitted to enter the leisure centre whilst under the influence of alcohol or illegal drugs. North Yorkshire Council reserves the right to cancel your membership and/or prevent you from using the facilities if there is reasonable belief that you are under the influence of alcohol or illegal drugs.

Users should not undertake exercise whilst under the influence of medication, both prescribed and non-prescribed, that may affect your ability to exercise safely, unless disclosed in completion of your Pre-Readiness Exercise Questionnaire (PAR Q) that has been assessed by the Gym Instructor.

Steroids, or substances of a similar nature, must not be used, exchanged or sold on North Yorkshire Council Land or facilities.

### **PHOTOGRAPHY (including VIDEOGRAPHY)**

Casual "one-off" photography for family record is permitted in designated areas, other photography requires specific written permission from centre management. See policy and procedure SC1 for full details.

### **CARS, ETC.**

Persons using the Centre must park their cars/bicycles in the car parks provided. The Council does not accept responsibility or liability for any damage or loss of any property or articles or things whatsoever placed in or on Centre car parks or access roads.

### **EXITS AND GANGWAYS**

Under no circumstances must any Fire or Emergency Exit doors and gangways be impeded or blocked by chairs, tables, parked vehicles or any other equipment.

### **ANIMALS**

No animals shall be brought into the premises except with the consent of the Manager.

### **PROGRAMME OF EVENTS**

In the case of organised events, displays and competitions, a detailed programme must be submitted to the Manager at least seven days in advance.

### **CATERING**

The Council reserves to its self exclusively the right of sale of all refreshments. No refreshments of any description may be brought into the Centre by a hirer or user for consumption or resale except with the Manager's consent.

### **SALE OF GOODS**

The hirer shall not sell or supply for their purposes any goods of any description whatsoever without the permission, in writing, of the Manager.

### **COMPLAINTS**

In the event of a user feeling that he has just cause for complaint this should be made to the member of staff on duty, to the Manager either in a written format or verbally, or by completing a customer care card.

### **POSSESSIONS AND LOCKERS**

North Yorkshire Council provides lockers for customers. Valuables can also be left at Reception in exchange for a receipt. The Council however accepts no responsibility for possessions left in lockers, at Reception or left unguarded.

### **USE OF PORTABLE ELECTRICAL EQUIPMENT**

Customers may only use portable electrical equipment they have brought to the Centre after having received the written permission of the Manager.

### **IN THE EVENT OF ANY EMERGENCY DURING OPERATIONAL HOURS**

All customers must follow the guidance of staff on duty.

### **IN THE EVENT OF ANY EMERGENCY OUT OF OPERATIONAL HOURS (24/7)**

All customers must follow the instructions announced. Customers will also be informed what is expected of them in the event of an emergency and how to request emergency assistance.

### **GENERAL BEHAVIOUR**

Customers must always observe and adhere to implicit rules of reasonable behaviour. By their very nature these are governed by common sense. Infringements would include, foul and abusive language, physical threats, fighting and general unsocial behaviour. Staff have the right to evict anyone who breaches such implicit behaviour rules.

### **EQUAL ACCESS**

The centres attempt to offer balanced programmes of activities that encourage people from all sections of the community to participate. At selected times activities are programmed to encourage attendance from specific groups, e.g. 60+ swims. Whilst such activities are aimed at the specific target group, the centre retains the right to admit customers from other sections of the general public when, in the centres view, this is not likely to have a negative impact on existing customers

### **CANCELLATION OF ACTIVITIES**

All activities that are paid for in advance are subject to a cancellation policy.

<b>Activity</b>	<b>Cancellation Policy</b>
Racquet Sports	No refund within 8 hours of the activity start time.
Courses and Classes	Classes: No refund within 8 hours of the activity start time Courses: No refund after 5 days prior to the first session
Holiday Activities	No refund within 8 hours of the activity start time
Swimming Lessons	No refund after 5 days prior to the first session

## **CONDITIONS OF HIRE**

### **INTERPRETATION**

A) "The Hirer" means the person (whether acting as an individual or on behalf of a club or organisation) hiring any part of the Centre or its facilities. Typical hire arrangements include areas of the Centre that are confined only to the hirer's use/access, such as the Pool, Pitch, Sports Hall or Ancillary Rooms. No person under the age of 18 years will be accepted as a Hirer.

### **CHARGES**

A) The charges for hiring shall be in accordance with the Council's Scale of Charges.  
B) The Council may, at any time, increase the Scale of Charges payable for the use of the facilities, and in such an event, the hirer will be liable to pay those charges which are current at that date for which the premises have been booked. Where the charges have been paid in advance, the increased amount will be invoiced and must be paid within 14 days.

### **PAYMENT AND BOOKING**

A) The Council reserves the right to require payment of the hire charge in whole or in part.  
B) Provisional bookings will be held for 14 days only.  
C) Unless specific arrangements have been made with the Manager to the contrary, payment for the facilities must be made within 14 days of the booking being confirmed.  
D) Confirmation of any booking is conditional on payment being made (either in whole or in part as determined by the Council).  
E) Cheques, Postal Orders, etc., should be made payable to "North Yorkshire Council" and crossed.

### **VAT EXEMPTION**

A) VAT exemption is as determined by HM Customs and Excise. It is not a matter for management determination. The following details are offered as guidance to constituted clubs and organisations. Further details may be obtained from the Centre or HM Customs and Excise.  
B) A written agreement must be in evidence indicating specific requirements.  
C) A minimum of 10 dates must be pre-booked.  
D) Payment must be in advance (i.e. To be invoiced and payment is required prior to first booking).  
E) There can be no more than 14 days and less than 1 day between dates.  
F) No refunds will be available for cancellations or non-arrivals.

### **CANCELLATION BY THE COUNCIL**

The Council reserves the right, at its absolute discretion, to cancel a booking should they:-

- Require the use of the facility owing to unforeseen circumstances;
- Consider that the function is likely to prove to be of an objectionable or undesirable character;
- Consider facilities unfit for use or
- For any reason whatsoever

Any monies paid in respect of bookings cancelled in accordance with the above conditions will be refunded but the Council will not be liable for any other expenditure incurred, or loss sustained directly or indirectly by the hirer, arising from cancellation.

#### **CANCELLATION BY THE HIRER**

A refund of total paid, less 10% will only be made if the Council has been notified of the cancellation in sufficient time to allow the booking to be re-let. If it is not possible to re-let the booking then a refund will not be paid. If the hirer, for whatsoever reason, does not arrive for the pre-paid booking and fails to notify the Council, then a refund will not be made.

#### **HIRE PERIOD**

- A) The hirer should ensure that sufficient time has been booked to allow for setting up and clearing away.
- B) Failure of the hirer to vacate the hired premises by the end of the hiring period will incur additional charges as determined by the Council.

#### **ADVERTISING**

No function shall be publicly announced or advertised to take place until the application has been confirmed. Hirers should advise the Management if they require assistance with the advertising facilities or tickets.

No function or event of any description shall be advertised by the means of 'fly posting' and the Council reserve the right to cancel a booking at any time which is advertised by this method without prejudice to any further action which may be taken by the Council against the hirer or advertiser.

#### **INSURANCE**

Insurance must be taken out in respect of public indemnity to the sum of £1,000,000 for any one accident in connection with the organisation and management of the activity/event, and provisions shall be made for such policy to fully indemnify the North Yorkshire Council as owners of the facility against any claims, damages, costs or expenses which may arise in connection with the exclusive use of the facility by the hirer.

The hirer shall indemnify the Council for the cost of repair of any damage done to any part of the facility during or as a result of a booking.

#### **INJURY**

Use of the Centre and of all equipment and facilities is permitted entirely at the users own risk. The Council shall not be liable for any personal injury to any user, or for the consequential loss, otherwise than as a result of the defective condition of the Centre or its equipment or of the negligence of the Council, its agents, officers or servants.

#### **GENERAL**

- A) The hirer shall comply with all reasonable requests of the appropriate officer who shall be deemed to be agent of the Council.
- B) Upon any breach of the foregoing Regulations or Conditions by the hirer (as to which the decision of the Manager shall be final) the Manager may terminate the hiring forthwith, both as to the occasion of the breach and as to any future bookings and even if the period of hiring has not expired but the hirer shall be liable to pay the Council the full amount payable under the foregoing Regulations and Conditions.

## **(1) GENERAL SWIMMING CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all North Yorkshire Council Leisure Facilities.**

1. Children under 8 years old **must** be accompanied by an adult over 16 on a two children to one adult basis. (with the exemption of North Yorkshire Council swimming lessons)
2. It is recommended that children under 4 are accompanied by an adult over 16 on a one adult to one child basis.
3. Groups of more than 12 people visiting the pool will only be admitted after the Group Leader has completed a Groups Procedure form and discussed it with a member of the Centre Management Team. It is the responsibility of the Group Leader to inform the Centre of any special needs of group members.
4. During certain sessions a call out system may be operated which requires customers to leave after a certain period. Customers will get a minimum of at least one hour from admission during these sessions.
5. The Centre retains the right to approve use of all ancillary equipment e.g. snorkels/masks/flippers/etc. The Centre has the right to prohibit the use of any equipment it believes to be inappropriate.
6. Only suitable swim wear should be worn in the pool unless approved by management for sensitivity reasons or other reasons.
7. To ensure the safety of swimmers personal effects, such as jewellery and watches should ideally be removed to establish a safe environment. If Centre staff identify a risk to anyone then they will request that the jewellery is removed.
8. No food e.g., chewing gum or drink should be consumed in the pool or poolside area (except with management approval).
9. No glass bottles/containers are allowed in the changing village.
10. No person should enter the poolside area wearing outside shoes. Overshoes are provided at Reception.
11. Pool lifeguards are qualified to national standards. They will exercise authority in applying general behavioural rules, e.g. no running on poolside; no bombing; etc. In accordance with the Duty Manager they have the authority to eject any person(s).
12. All swim timing clocks provide indicative timings only. These are not calibrated.

## **(2) SWIMMING & AQUATIC CLUBS CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all North Yorkshire Council Leisure Facilities.**

1. The club/organisation must be affiliated to the appropriate national governing body(ies) of their relevant sport throughout the period of the contractual hire of the facilities. Evidence of this should be available to the Manager upon request. Where the club is not affiliated, or should the affiliation cease, the Manager must be informed.
2. A copy of the club's written constitution must be available and should be provided to the Manager upon request.
3. At all times of hire the club should have a competent person in charge of the clubs members, activities and general organisation. This person must adhere to the minimum standards set down by the sports governing body.
4. North Yorkshire Council Pool lifeguards are qualified to national standards. They will exercise authority in applying general behavioural rules, e.g. no running on poolside; no bombing; etc. They have the authority to request any person(s) to leave the pool. All club members must act upon lifeguard instructions.
5. It is the responsibility of the club to ensure that all lifeguards/pool supervisors provided by the club must hold a current and valid RLSS Pool Lifeguard qualification, or equivalent as approved by the Manager. They will exercise authority in applying general behavioural rules and liaising with the Duty Manager in the event of a problem. They are responsible for implementing safety standards and rescue acts in accordance with the minimum standards as set out by their governing body. The club is responsible for providing an updated list of their lifeguards to the Manager and of providing evidence of qualifications.
6. It is the responsibility of the club to ensure that their lifeguards/pool supervisors are competent in undertaking rescue, recovery and first aid as appropriate for their specific activities. This should be in accordance with minimum standards set out by their governing body. It is the club's responsibility to ensure that any qualifications or training specified by their governing body is fully implemented and up to date.
7. The club must abide by the Pool Supervision Work Instructions and Emergency Work Instructions of the centre. The club should familiarise itself with these and ensure that its staff/volunteers are trained in them.
8. Club lifeguards/pool supervisors must be regular attendees of training at pool training sessions, on a regularity specified by the leisure centre. Training records must be kept and evidence of these provided by the club upon request.
9. In the event of an emergency all club members must follow the instruction of the Duty Manager and/or pool staff.
10. All clubs are required to participate in any evacuation drills operated by the centre.
11. The club is responsible for any special needs or requirements its members may have.
12. The club should inform the Centre of any specific medical needs of any of its members in case of emergency.
13. North Yorkshire Council is committed to developing sport. The club must allow opportunities for members of the public from the wider community to participate, where appropriate, in its activities. Such opportunities should be discussed with the Manager. Any changes to this policy of equal access must be communicated to the Manager for his/her approval.
14. The club should provide details of its programme of activities and content of its hired sessions to the Manager upon request.

15. No person should enter the poolside area, or SLC/TSP changing villages, wearing outside shoes. Overshoes are provided at Reception.
16. No food e.g. chewing gum or drink should be consumed in the pool or poolside area (except with management approval)..
17. The Centre retains the right to approve use of all ancillary equipment, e.g. snorkels/flippers/masks/etc. The Centre has the right to prohibit the use of any equipment it believes to be inappropriate.
18. Only suitable swimwear should be worn in the pool unless approved by management for sensitivity reasons or other reasons believed appropriate.
19. No glass bottles/containers to be taken into the changing village.

### **(3) SCHOOL SWIMMING CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all North Yorkshire Council Leisure Facilities.**

1. No person should enter the poolside area, or SLC/TSP changing villages, wearing outside shoes. Overshoes are provided at Reception.
2. No food or drink should be consumed in the pool or poolside area e.g. chewing gum (except with management approval).
3. Only suitable swim wear should be worn in the pool unless approved by management for sensitivity reasons or other reasons believed appropriate.
4. No glass bottles/containers should be taken into the changing village.
5. In the event of an emergency all children and teachers must follow the instructions of the lifeguards and other Centre staff.
6. The school must inform the receptionist how many children are attending on arrival at the Centre.
7. It is the responsibility of the school to inform the Centre of any medical or special needs of any child prior to the commencement of the class.
8. Prior to the start of each term, the school should inform the Centre of the number of children attending per session and the number of instructors required.
9. It is the responsibility of the school to notify the Centre if a lesson is to be cancelled. Failure to do so may lead to schools being charged for the session.
10. To ensure the safety of bathers personal effects, such as jewellery and watches should ideally be removed to establish a safe working environment. If swim teachers identify a risk to the child or others then they will request that the jewellery is removed. If the wearing of any jewellery is prohibited within individual school policies then this should be adhered to.
11. The Centre must be informed of any alterations to the booking.
13. Arrangements for payment will be made with the Centre Manager.



#### **(4) LEARN2 SWIM CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all North Yorkshire Council Leisure Facilities.**

1. Continuous swimming lessons can only be accessed through a Learn2 Swim Membership.
2. Availability of classes and courses may be varied at any time in line with the relevant policies and procedures.
3. For classes which are operated, we guarantee each Learn2 Swim member a place within the scheme. Please note this might not be on the preferred day and time or at the member's preferred centre.
4. Where a Learn2 Swim member successfully achieves the highest level in the scheme and there are no further classes available within the scheme, the membership may be terminated immediately by mutual consent with the leisure centres. 'Further classes' includes all disciplines offered within the Learn2 Swim scheme.
5. In line with the ASA Learn2 Swim Framework, children should be aged 4 years and over to enrol for classes which in which they are not accompanied by an adult. In cases where the abilities of specific children have been assessed by centre staff (eg. a child having taken part in parent and child lessons), children might be permitted to join such classes before their 4th birthday.
6. Membership of the Learn2 Swim scheme is not obligatory to attend fixed period swimming lessons (eg. crash courses operating during holiday periods). Such courses operate on a first come, first served basis.
7. To ensure the safety of swimmers personal effects, such as jewellery and watches should ideally be removed to establish a safe working environment. If swim teachers identify a risk to the child or others then they will request that the jewellery is removed

## **(5) EQUIPMENT HIRE CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all North Yorkshire Council Leisure Facilities.**

1. Selected sports equipment is available for hire from reception.
2. A refundable deposit fee is required in addition to the normal hire charge. NB: ZEST Cards can also be used as a deposit.
3. Deposits will only be returned in full upon receipt of the equipment in a satisfactory condition. This will be determined at the discretion of the Duty Manager.

## **(6) CRÈCHE CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all North Yorkshire Council Leisure Facilities.**

1. Children 5 years and under are allowed to use the Crèche.
2. Parent/carers must remain on the premises at all times, whilst their child is in the Crèche.
3. All children must be registered on their first visit. It is the responsibility of the parent to inform the Centre of any changes to these details.
4. A child who is ill cannot be accepted for the session.
5. All children must be signed in and out by the parent/carer on each visit.
6. It is the responsibility of the parent/carer to inform the Centre of any specific needs of the child.
7. As part of the Centre's Certificate of Registration a Code of Practice is identified. This will be displayed and followed at all times.
8. The Centre has the right to refuse any items supplied by the customer. Items supplied, e.g., milk, will only be heated under the direction of the parent.

## **(7) SAUNA CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all North Yorkshire Council Leisure Facilities.**

1. Costumes must be worn at mixed sex sessions.
2. The customer should follow the relevant signage within the sauna cabin/area and identified on the sauna leaflet.
3. All jewellery and contact lenses should be removed prior to use.
4. A sauna band must be obtained from reception when paying and must be worn throughout the visit. The band must be returned to reception before leaving the facility. A refundable deposit should be paid when obtaining a sauna band.
5. Customers are responsible for informing the Centre of any medical conditions which may effect their enjoyment of the sauna.
6. Sauna signage and leaflets identify customers who are advised not to use the sauna, e.g. pregnant women, people with heart conditions, etc.
7. Clothes must be placed and locked in a locker.
8. Any deodorants/make up should be removed with a shower prior to using the sauna.
9. All customers must shower before entering the swimming pools.
10. Do not use essence on the sauna coals.
11. Temperature and humidity gauges are indicative and not exact calibrated readings.

## **(8) ANCILLARY SERVICES CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all North Yorkshire Council Leisure Facilities.**

1. Any organisation wishing to hire a part of the Centre to provide “ancillary services”, e.g. sports injuries, massage, reflexology, etc., must enter a written contract specific to the particular service with the Centre. This contract will specify conditions of hire.
2. All enquiries regarding the treatments administered through “ancillary services” should be directed to the hire organisation.

## **(9) FLOODLIT PITCH CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all North Yorkshire Council Leisure Facilities.**

1. The intention of this guidance is to assist customers and employees in the consistent application of a bookings policy across the various pitches. At all times management will be responsible for interpreting and applying the policy.
2. Each of the leisure centres has an artificial floodlit pitch facility, which operates in line with the individual centre's Dual Use Agreement.
3. The leisure centres all have full use of the pitches during school holidays.
4. All casual and block bookings are payable in advance or on the day (excluding Thirsk Floodlit Pitch – contact Thirsk Swimming Pool for details).
5. All booking enquiries will be dealt with on a first come first served basis with consideration being given to long standing users.
6. Casual bookings can be made up to 8 days in advance.
7. Block bookings can be made up to 14 months, or so, in advance normally ending on 31<sup>st</sup> December each year, in order to tie in with the annual price review (1<sup>st</sup> January). Block bookings which extend over this period, for example, to meet VAT exemption qualification, must be notified of the new price increases as soon as they have been confirmed by the District Council.
8. Seasonal block booking enquiries (usually team sports from August to March) made by fully constituted clubs / organisations will normally be given priority over all other casual bookings. However, priority will be identified in line with sports development and target group policies at the discretion of the Centre Manager.
9. On all occasions the decision of the District Council management will be final.
10. Any bookings running over the allotted booking can only continue if permitted by the pitch/Centre staff. Overruns will be charged for in 30 minute blocks at the appropriate rate.
11. All bookings are inclusive of change over time.
12. Pitch Rules include:
  - No spike, screw in, blade or moulded football boot studs over 5mm to be worn on the pitch.
  - Please ensure that footwear is clean (a boot scraper is provided at the entrance gate to the pitch).
  - Smoking and alcohol is strictly prohibited.
  - Chewing gum and other forms of rubbish should be placed in the bins provided.
  - Please keep noise to a reasonable level.
  - Please do not use foul or abusive language.
  - Do not climb fences.
  - Damage of any description must be reported to the Duty Manager (or Thirsk Swimming Pool in the case of Thirsk Floodlit Pitch).

## **(10) SPORTS HALL/ANCILLARY HALL CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all North Yorkshire Council Leisure Facilities.**

1. All Hall bookings are inclusive of any change over time required to prepare for the given activity.
2. No footwear likely to mark or damage the Hall floor is to be worn. Customers must not wear training shoes or rollerskates worn outside.
3. Tee shirts or vest tops must be worn at all times.
4. No glass bottles/containers in the Hall.
5. No food and drinks allowed in the Hall, without prior management approval.
6. All equipment will be erected dismantled or adjusted by Centre staff. Customers should only assist under the direct guidance and consent of staff.
7. The Centre has the right to prohibit the use of any equipment it believes inappropriate.
8. Any club or organisation using the hall is responsible for any special needs or requirements its members may have.

## **(11) ZEST HEALTH AND FITNESS GYM. CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all North Yorkshire Council Leisure Facilities.**

1. All customers who use the Gym must have undertaken an Introduction course conducted by North Yorkshire Leisure staff.
2. Following the completion of an Introduction to the Gym the customer is enrolled as a member. This member is then deemed competent to attend the Gym. Should a period of more than 24 months elapse between visits to the Gym, then the customer would need to re-attend an Introduction.
3. CCTV operates in this area outside of the normal operational hours. This is part of the 24/7 mode of operation. This will be discussed in detail with all customers wishing to access this area outside of operational hours.
4. Customers must not use equipment that they have not been shown.
5. Under no circumstance can you give or share your membership card. To protect the interests and ensure the safety of our valued, paying members, offenders will have their membership cancelled without refund.
6. All customers must respect the rights of others by using courteous and appropriate behaviour. Profanity is not allowed.
7. Improper use of equipment can cause damage to the customers, others and the facility. Any customer caught doing this will be banned from the facility.
8. Customers must wipe off all the equipment after use.
9. Each Gym may be unavailable for up to 9 days per annum for routine maintenance and other activities. No membership fees will be reimbursed for these periods.
10. North Yorkshire Council can cancel activities or alter centre activity programmes at their discretion. However, the Council will endeavour to give prior notice of any such changes.
11. Should any circumstances affecting the customer's suitability to participate in exercise arise, it is the responsibility of the individual to seek medical advice before undertaking activity.
12. The Centre retains the right to refuse admission to anyone deemed to be misusing equipment or facilities.
13. Equipment used in the Gyms is not calibrated. Weights, resistance and other measuring guidance are indicative only and maintained in co-ordination with our normal maintenance procedures.
14. ZEST membership or authorised user cards must be shown at Reception to gain admission to the Gym.
15. Suitable attire must be worn at all times e.g. top, shorts/tracksuit bottoms and trainers/flat shoes.
16. No glass bottles/containers are allowed in the Gym.
17. No bags or holdalls are allowed in the Gym.
18. Time limits for the access to and/or use of one or more pieces of equipment by a single individual may be imposed.

### **Young People**

In order to encourage young people to be active and reduce obesity, North Yorkshire Council has a policy which allows young people to access Zest Health & Fitness gyms as easily and frequently as possible.

To control safely the access of young people, the policy is that:



- A 'young person' is someone who attends secondary school. This is between Years 7 and 11 (i.e. the age group of 11-15 years).
- Children of primary school age are not allowed to use the gyms at any time.
- All gym users must have completed an approved Induction.
- Young people (11-15) can attend Zest Health & Fitness gym at any time\* as long as they are accompanied by a parent/guardian.
- Young people can use the gym without parental supervision during MAX sessions (see below).
- Under 16s are not allowed in the gym after 5pm on Monday and Tuesday evenings. This is to avoid traditionally peak adult times.
- Under 18's cannot access 24/7

Both the Parent/Guardian and the Young Person must have received an Induction before using the gym. During the young persons Induction, appropriate assessments of their ability will be made – see MAX Induction below. The Parent/Guardian must sign a Consent Form before the young person is allowed in the gym

It is the Centre Manager's responsibility to ensure that a Risk Assessment has been carried out for the gym, including an 'Unsupervised use of Zest H&F by a Young Person' assessment.

## **(12) COURSES AND CLASSES: CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all North Yorkshire Council Leisure Facilities.**

1. All classes/courses booked and attended on a casual and per-head basis must be paid for upon booking.
2. All bookings are subject to a cancellation policy.
3. The maximum number of persons admitted onto the course/class shall not exceed the number specified.
3. It is the responsibility of the customer to inform the centre of any medical or special needs they may have prior to the commencement of the class/course.
4. Any special equipment required will be detailed with the booking instructions. It is then the responsibility of the customer to comply with these requirements.
5. The duration of the class/course will be advertised. The time specified will be inclusive of setting up and clearing away of equipment.

### **(13) ZEST MEMBERSHIP. CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all North Yorkshire Council Leisure Facilities.**

ZEST membership is on an individual basis and each ZEST member are required to hold a ZEST Card which is linked to the member's record in the leisure management system. To prevent fraudulent use or transfer of a ZEST Card, member photographs are taken at Reception, stored in the system and displayed on attendance.

#### **ZEST Minimum Term Monthly Direct Debit**

##### **Minimum Term Monthly Membership applies to the following memberships:**

- **Zest Freedom (12 months)**
- **Zest Junior Freedom (3 months)**
- **Zest Junior Swim (3 months)**

1. By signing a minimum term monthly membership, you agree to remain a member of a ZEST member for the minimum period of your membership (12 or 3 months), paying for each month in advance by direct debit.
2. The minimum term monthly fee is priced in recognition of commitment for the specified period.
3. Payment for the first month of membership must be made over the counter at the time of joining.
4. Direct debit payments will be taken from your bank account on either 1st or 15th of each month dependant on joining date.
5. If your Direct Debit is cancelled during the minimum term of the membership, you are immediately liable for all outstanding payments up to and including final payment in said period.
6. The suspension of your membership within the minimum term will only be considered will only be considered in exceptional circumstances. Requests to suspend your membership must be made in writing to the Leisure Centre Manager. Suspension of the membership is at the discretion of the Leisure Centre Manager.
7. Charges are non-refundable.
8. At the end of the minimum term, your membership will be maintained and Direct Debit payments will continue to be collected at monthly intervals unless you cancel the direct debit with North Yorkshire Council. Please ensure you give 30 days notice of cancellation to allow time for processing.
9. Prices normally change once per annum. You will pay the agreed 'monthly' fee for the minimum term of your membership and you will continue to pay this until you cancel or we inform you of a change to your 'monthly' fee.

#### **ZEST 1-Month Term Direct Debit (Rolling Contract)**

1. Payment for the first month of membership must be made over the counter at the time of joining.
2. Direct Debit payments will be taken from your bank account on either 1st or 15th of each month dependant on joining date.
3. The membership will remain 'active' and direct debit payments will continue to be collected at monthly intervals until the membership is cancelled in writing with North Yorkshire Council. Please ensure you give 30 days notice of cancellation to allow time for processing.
4. An initial 'Joining Fee' will be charged each time such membership is set up. This is payable over the counter at the time of joining.
5. Cancellation of Direct Debit (and thus membership) will terminate the rolling contract. Any subsequent membership is classed as a new membership. The 'Joining Fee' or other charges will apply.
6. Charges are non-refundable.

7. 1-Month Term Direct Debit option is available for ZEST Freedom and ZEST Swim.

### **ZEST Annual Membership (Cash Payment)**

1. If you do not wish to pay for a 12-month membership by Direct Debit, there is the option to pay in advance over the counter. In this case the complete annual fee is payable in advance and the membership lasts for 12 months from the date of joining.

### **Corporate Memberships**

1. Corporate membership options are agreed between North Yorkshire Council and individual organisations. Fees are usually set according to the number of paying members from the requesting organisation.
2. Corporate membership is governed by the Terms & Conditions for ZEST Freedom 12 month term membership.

### **ZEST Privilege**

1. ZEST Privilege allows access to restricted facilities (eg. fitness studio) on a pay-as-you-go basis and allows advance booking privileges included with other ZEST memberships.
2. ZEST Privilege is subject to an annual membership fee.

### **ZEST Passport**

1. ZEST Passport membership allows access to concessionary pricing on some activities included in the ZEST scheme.
2. Passport membership must be renewed annually and proof of eligibility must be shown each time (with the exception of over 60s who must show proof only the first time they join the Passport membership).
3. Sixty Years plus members that hold a Direct Debit membership will be automatically charged a Passport fee via Direct Debit, once per annum.
4. It is the responsibility of the member to ensure the Passport is renewed. Non-renewal will result in standard prices being charged and no refunds will be given in such case.
5. It is the customers responsibility to highlight any changes to their personal circumstances that might affect their eligibility to receive concessionary discounts.

### **Using the ZEST Card**

1. The benefits and services associated with the ZEST Card are only available when the card is presented by the named holder.
2. The ZEST Card is not transferable.
3. All ZEST products, services and offers are subject to availability.
4. North Yorkshire Council retains the right to withdraw, change or amend any product, service or offer associated with the ZEST membership.
5. North Yorkshire Council retains the right to change the opening hours or availability of its centres or services at any time.
6. Any concessionary priced ZEST Card or Leisure Centre product, service or offer is available only to those who have provided acceptable evidence of their eligibility. North Yorkshire Council retains the right to decide what is acceptable and to request evidence of this eligibility at any time.
7. No retrospective payments will be made to customers in lieu of standard priced payments that they may have made at a time when the customer believes or presents evidence he or she was eligible for concessionary prices.

8. North Yorkshire Council reserves the right to refuse issue of a ZEST Card and to withdraw it at any time.
9. If you lose your ZEST Card you must inform the leisure centre that you attend. A charge will be made to provide a replacement card.
10. The responsible parent/guardian who signs the ZEST membership application form for any child under the age of 16 is responsible for payment for that child's membership.
11. ZEST Junior Freedom members will not receive a 50% discount on 'Hyper Holiday' activities which are off-site or externally run.
12. ZEST Freedom and Junior Freedom members can only be booked onto one course of the same activity at any given time.

### **Zest 24/7 Authorisation Form**

1. 24/7 access is available to all Freedom Members. If members are interested they need to complete an authorisation form and book an appointment with a fitness instructor.
2. Following this appointment approval will be granted, denied or referred. If access is granted the fitness instructor will apply a subscription to the customer's account to allow them access. If the form is referred contact with the customer will be made by a member from the management team to discuss the content of the form in further detail. If access is denied an explanation will be provided.
3. North Yorkshire Council reserves the right to withdraw this access any time.
4. Although this service is available 365 days of the year there may be occasions when we need to close for essential maintenance work but customers will be informed of this in advance.

## 5. **(14) HOLIDAY ACTIVITIES CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all North Yorkshire Council Leisure Facilities.**

1. All activities must be paid for in advance.
2. Parents/guardians are responsible for providing individual details for children attending activities. These will include name, telephone number, medical number, doctor's name and any medical or other information deemed appropriate.
3. It is the parent/guardians responsibility to inform the Centre of any special needs of the child. In exceptional circumstances the child's parent or guardian may be requested to stay with the child throughout the activity.
4. All children must be signed into the activity and signed out by parent/guardian on a daily basis.
5. No child under the age of 16 can leave an activity unless prior agreement between the Centre and parent/guardian has been made.
6. The manager or his delegate may cancel an activity if sufficient numbers have not enrolled. A full refund will be issued or another booking can be taken to the same value in such circumstances.
7. The Council's Child Protection policy will apply.
8. Refunds are not normally given for failure in attending activities.
9. ZEST Junior Freedom members may not receive a 50% discount on 'Hyper Holiday' activities which are off-site or externally run.

## **(15) VOUCHERS TERMS & CONDITIONS**

**These are in addition to the General Regulations operated by all North Yorkshire Council Leisure Facilities.**

1. Vouchers are issued at the discretion of North Yorkshire Council.
2. All vouchers have a cash value of 0.001p.
3. Unless otherwise stated:
  - a. Multiple vouchers for the same activity cannot be used in a single transaction. This includes similar vouchers of different origin.
  - b. One person cannot use more than one voucher for the same activity on the same day.
  - c. Vouchers are valid only for the activity detailed thereon and are not transferable between activities.
  - d. Vouchers are not transferable from the named user, where applicable.
  - e. Vouchers are issued and usable at the issuing leisure centre. Vouchers are not transferable between centres unless otherwise stated.
4. Where complimentary vouchers require the user to provide data, North Yorkshire Council reserves the right to refuse use of the voucher if the data is not provided completely and accurately. Details of how such data is stored and used can be found on the Council's website. Where a user provides incorrect details for fraudulent use of a voucher, North Yorkshire Council reserves the right to claim from the user the maximum value of the activity or product fraudulently obtained, and any associated costs.
5. North Yorkshire Council reserve the right to refuse the use of any voucher for any reason.
6. Where vouchers are issued by a third party (eg. loyalty schemes), their use is usually covered by additional terms and conditions detailed by the issuer in agreement with North Yorkshire Council and provided to the user by the third party. In such case, said terms and conditions will not contradict those detailed above and in the case of any dispute the decision of North Yorkshire Council will be final.

## **(16) PUBLIC WIFI CONDITIONS OF USE AND INSTRUCTIONS**

**These are in addition to the General Regulations operated by all North Yorkshire Council Leisure Facilities.**

1. HDC cannot guarantee that its wifi facility will be compatible with any equipment or hardware.
2. HDC's WiFi network is unsecured and information sent over the network may be visible to others.
3. WiFi network users should get their network addresses automatically via DHCP; a valid network address will be granted when connected. Use of other network addresses is prohibited.
4. Wi-Fi network users should ensure their computer systems are properly configured and operated so that they do not cause inconveniences to other Wi-Fi network users.
5. Setting up routing or other special network functions is prohibited.
6. HDC does not provide public access to power supplies or transformers.
7. HDC monitor use of the WiFi facility, including web sites visited. Log files of browsing activity are retained. As providers of an internet service we are responsible for responding to official requests from the police and for complying with legislation such as the Data Protection Act.
8. To minimise access to inappropriate material we may block certain web sites and chat rooms using filtering software. This software, however, may not always prevent access to such material. If you find a web site that has been inappropriately blocked you may request that the site be made available. If you find a web site which you believe is unsuitable you must report this to a member of staff who may request that it be blocked.
9. HDC reserves the right to terminate your connection to the WiFi network on a temporary or permanent basis immediately and without notice.
10. HDC cannot be held responsible for the privacy or security of your activities. It is strongly recommended that you take due care when transmitting confidential information such as credit card details over the Internet. For further information about online security, go to [www.getsafeonline.org](http://www.getsafeonline.org). We cannot be held responsible for any losses resulting from sending confidential information via the Internet nor from the non-availability of web sites for any reason.
11. HDC assumes no responsibility for the safety of equipment or for laptop configurations, security, or data files resulting from connection to the WiFi facility. Use of the WiFi facility is entirely at your own risk, and we will not accept any liability for any loss of any kind that may arise from use of such equipment on the WiFi facility.
12. It is your responsibility to provide antivirus protection for you equipment or hardware and HDC staff cannot provide technical assistance to customers using the wireless network. Staff cannot configure your laptop, wireless adapter or mobile device. HDC cannot accept responsibility for damage incurred to your equipment or hardware through your failure to protect it through appropriate software or by incomplete security settings.
13. HDC is not responsible for the accuracy, validity or legality of any information made available via the internet, or for slow response times or the non-availability of any web site.
14. You are fully responsible for all activities and communications that take place during your WiFi session.
15. You must not attempt to gain unauthorised access to any computer, computer network, system or information or engage in any illegal activities.
16. You must not deliberately search for pornographic, obscene, violent or racist materials or use search terms considered to be obscene, racist or offensive. The WiFi service is filtered but this is not always effective in blocking unsuitable material. You must take responsibility for your own use of the service and your own activities.
17. You must not send e-mails, messages, post blogs or publish content in any way which is offensive, racist, obscene or with any criminal or terrorist intent.



18. HDC is not responsible for any viruses or spyware which may be downloaded on to your device.
19. Parents or guardians are responsible for the children's use of the Internet. We strongly recommend that parents supervise their children's use (under 16 years of age) of the WiFi facility and make them aware of the potential dangers of contacting other people via e-mail, chat rooms etc. Staff cannot take responsibility for children's use of the WiFi service.
20. Many of the pages on the internet are subject to copyright. Do not infringe any of the copyright regulations that apply to web pages.
21. Users must not participate in activities resulting in excessive loading of the WiFi network that affects the performance of the network, nor monopolization of the network resources in terms of bandwidth.