



# **Shannon Swimming & Leisure Centre**

## **TERMS AND CONDITIONS POLICY**

Implemented: 18<sup>th</sup> April 2014

Revision 3

## Foreword

Welcome to Shannon Swimming & Leisure Centre. We aim to provide facilities and services, which meet and exceed your expectations. If at any time you feel we have failed to meet these standards, please do not hesitate to contact a member of our team, alternatively please complete a customer comment feedback form by visiting our website at [www.shannonleisurecentre.com](http://www.shannonleisurecentre.com). We will work hard to ensure your visit to the Centre is a pleasant one and to help you achieve your Health and Fitness goals.

## 1. Cancellation and Financial Terms

a. Annual membership packages are offered for a minimum of 12 months whereby you are committing to a 12-month term and are not able to cancel within this period. Fixed term memberships for shorter durations of 1, 3 & 6mths are available but do not come with a Direct Debit facility option.

b. Members can pay either by annual subscription in advance, or monthly by Direct Debit. For granting this credit, members pay 3 months payments in advance. In the event of early termination, 3-month advanced payment is non-refundable. For further details, please see the Direct Debit Mandate Terms and Conditions. For the avoidance of doubt this agreement is not a Consumer Credit Agreement.

c. Members joining in person at the Centre are not entitled to a 14-day cooling-off period

d. Your membership will commence on the Start Date (as defined at point of joining), after which time you agree to be bound by the terms and conditions stated in this contract along with the Core Terms and Conditions and any other applicable terms and conditions.

e. The membership term, if Fixed 12 months, is a minimum of 12 months and your Direct Debit payments will continue beyond 12 months until such time you advise us in writing of your intention to cancel.

f. The Member can, at any time beyond the 12-month initial membership term, cancel their membership by providing us with a full calendar month notice. All membership fees will be payable up to the date of cancellation.

g. If you wish to cancel your membership agreement with us you must do so by emailing [info@shannonleisurecentre.ie](mailto:info@shannonleisurecentre.ie). Once processed you will receive confirmation of the cancellation, you can then cancel your direct debit instruction at your bank. If the cancellation terms are not followed legal proceedings may be taken and administration charges will apply.

h. Where a Direct Debit has failed or a member has purported to have cancelled their Direct Debit without prior agreement, the membership shall be suspended until payment is received and you will be liable for any bank charges incurred. Any member who falls behind in payments for more than 1 calendar month will forfeit his/her membership. Upon failure to make payment, subsequent reinstatement of the membership or any future membership will be subject to the outstanding membership fees being paid in full. If the contract terms are not followed legal proceedings may be taken and administration charges will apply.

l. In exceptional circumstances, e.g. injury or pregnancy, you may be allowed to freeze your membership for an agreed period (up to a maximum of 6 months). This request must be made via email to [info@shannonleisurecentre.ie](mailto:info@shannonleisurecentre.ie) stating the reason for the freeze and including supporting medical evidence. Once processed you will receive confirmation of whether the freeze period has been accepted or not - this must be retained as proof. The frozen period does not count towards your minimum membership term. We reserve the right to decline your application and apply an administration fee for dealing with such requests.

j. During the first 12 months, you can transfer your Direct Debit membership to a friend or relative who can then take over the remainder of your existing membership term. A nominal administrative charge of €30 for the transfer will be made to the new member. Please email [info@shannonleisurecentre.ie](mailto:info@shannonleisurecentre.ie) to request a transfer.

k. We will inform you a minimum of 2 weeks in advance of any increase in the price of your membership, by email. It is the members responsibility to inform us of any changes to your personal and contact details including address, telephone number and email address so that such communications may be made. You can also make these changes directly in the membership area of your online booking account or by using the contact us section on our website.

l. We reserve the right to update and/or amend the terms and conditions as necessary without prior notice. Members are requested to adhere to the Membership Terms and Conditions at all times.

m. We reserve the right to cancel any membership at our sole discretion and without paying compensation.

n. All gym users must complete a gym induction prior to gym use.

## **CORE TERMS AND CONDITIONS**

### **What these terms cover.**

These are the terms and conditions which outline the core contract terms of your membership. For further details of your membership, please see your Membership Terms and Conditions.

## **1 OUR CONTRACT WITH YOU**

1.1 How we will accept your membership application. Our acceptance of your membership will occur when we confirm this in writing to you, at which point a contract will come into existence between you and us.

1.2 Your membership number. We will assign you a membership number when we accept your application for membership.

## **2 PROVIDING THE MEMBERSHIP SERVICES**

2.1 When we will provide the membership services. We will continue to provide membership services to you provided that you do not breach any of the Terms and Conditions (as defined below).

2.2 We may suspend your membership if you do not pay. If you do not pay us for the membership services when you are supposed to and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend your membership until you have paid us the outstanding amounts. We will contact you to tell you we are suspending your membership. We will not charge you for your membership during the period for which it is suspended. As well as suspending your membership, we can also charge you interest on your overdue payments.

## **3 OUR RIGHTS TO END THE CONTRACT**

3.1 We may end the contract if you break it. We may end your membership at any time by writing to you if:

3.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

3.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the membership services;

3.1.3 you breach any of the terms and conditions applicable to your membership. We also reserve the right to remove you from the facilities should we deem this an appropriate action.

3.2 You may be liable to compensate us if you break the contract. You are also liable for net costs we will incur as a result of your breaking the contract.

## **4 IF THERE IS A PROBLEM WITH THE SERVICES**

4.1 Summary of your legal rights. We are under a legal duty to supply services that are in conformity with this contract. See below for a summary of your key legal rights in relation to the membership services. Nothing in these terms will affect your legal rights. This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.citizensinformation.ie](http://www.citizensinformation.ie)

## **5 PRICE AND PAYMENT**

5.1 Where to find the price for the services. The price of your membership will be the price set out in our price list in force at the date of your membership as further detailed in the Membership Terms and Conditions.

5.2 We can charge bank charges if you pay late.

## **6 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

6.1 We may be responsible to you for foreseeable loss and damage deliberately caused by us. If we fail to comply with these terms, we may be responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract, provided that you have not committed an act which breaches any of the Terms and Conditions or which forces us to fail to comply with these terms due to such act.

6.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the membership services including the right to receive membership services which are as described and supplied with reasonable skill and care.

6.3 We are not liable for costs resulting from debt recovery actions. You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim or action made against you in connection with the recovery of any costs in respect of all claims relating to debt recovery actions brought by us arising out of this contract.

## **7 HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website, under the Policies section.

## **8 OTHER IMPORTANT TERMS**

8.1 Catering. The provision of all food and refreshments will be our nominated caterers.

8.2 Where we do not provide catering, own packaged food can be organised and brought to the facility provided food allergen information is provided by the parent and written consent from the General Manager is obtained.

8.3 We accept no responsibility for food brought onto the premises by the parent and/or children.

8.4 Events Catering. Any catering brought into the facility may be subject to a cleaning surcharge for your event.

The Core Terms and Conditions above are made up of the following: (a) The Membership Terms and Conditions; (b) The Conditions of Use; (c) The Direct Debit Mandate Terms and Conditions (if applicable); (d) Any applicable notices displayed at or within our facilities; and (e) Any specific guidance given from staff members at the facilities from time to time.

If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1 above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list, save that any direct and / or immediate instructions given by any member of staff at the facilities to any Member (or a third party connected to that Member) shall supersede all other terms.

## **CONDITIONS OF USE**

Your community Leisure Centre opens the door for you to make that step towards a healthy and active lifestyle. We aim to provide an affordable and diverse range of quality leisure facilities and activities for your enjoyment. We strive to make each and every visit a memorable and enjoyable one, so have fun and be safe. At any stage management reserve the right of admission.

To make the most of your visit, please follow our simple Conditions of Use below.

### **1. Identification**

- a. All customers and members are required to show their membership card, receipt or App bar-code at reception/swipe through the access point on arrival at the Centre. Members may be refused entry into health and fitness activities without a valid card.
- b. A photograph will be required upon joining for identification purposes, those joining online will also be required to have a photograph taken on their first visit. For details on how we will store and use this personal information, please refer to our Privacy Statement
- c. Membership cards and App bar-codes are non-transferable and must only be used by the registered cardholder. Only the cardholder can make bookings.
- d. There may be a small charge for membership cards to replace lost or stolen membership cards.

### **2. Booking and Attendance**

- a. Certain activities require advanced booking to guarantee availability and ensure that we are able to operate in accordance with COVID-19 safety guidelines. Members and non-members are permitted to book up to 7 days in advance.

- b. Please make every effort to cancel your booking via the app or on-line if you are unable to attend a booked session. This allows other customers to utilise the space. Cancellation of reserved sessions is permitted, provided that such cancellation is made at least 1.5 hours in advance of the activity start time. Failure to attend a booked activity without giving the requisite notice 3 times within any 30-day period will result in the loss of advanced booking rights for 1 week (7 days).
- c. For safety reasons, customers will not be permitted to access a group fitness class 5 minutes after the class has commenced.

### **3. Facilities**

We reserve the right to withdraw all or any part of our facilities for short periods of time to carry out routine maintenance and for exhibitions/events. We will always strive to give Members advance warning of these times (where possible) and no refunds/freeze will apply in these circumstances provided they occur no more than 10 times in any 12-month period. If the Leisure Centre is closed for more than 7 days in a row your membership will be frozen for the time relate to the period that the Leisure Centre is closed, but not including the first 7 days. This does not apply if we permanently close a whole facility (for example, the pool, gym, studio or astro turf facilities), or if we have to close the facility due to reasons outside our control.

### **4. Respect for Others**

The Centre will not accept any abusive, threatening and violent behaviour towards our staff. We will pursue prosecution of anyone who assaults or intimidates a member of our team.

See our Code of Conduct for Customers Policy on our Website

### **5. Health and Safety**

- a. If you have a medical condition that may affect your safety, you must inform the receptionist immediately upon arrival.
- b. If you or a member of your household are exhibiting symptoms of COVID-19 you and they must follow the latest government guidelines on isolation and reporting and not come to the Leisure Centre until it is safe to do so.
- c. At all times you must conform to the displayed instructions and any instructions given by staff regarding social distancing, the use and cleaning of equipment, the use of the swimming pool and other areas inside or outside at the facilities.

- d. Facilities users are responsible for their own health and safety and should conduct their activities in a safe manner at all times so as to not impact on the health and safety of themselves or others when on the premises.
- e. You are required to wear suitable and regularly checked footwear for the activity being undertaken.
- f. Admission may be refused to any person who is considered to pose a danger either to themselves or to others.
- g. In the event of an accident or incident, you must inform a member of our team immediately.
- h. In the interest of safety and security, please do not utilise any lockers after the Centre has closed.

## 6. **Swimming Pool**

- a. Please follow all instructions provided by our team of lifeguards to maximise your enjoyment of your visit.
- b. Outdoor footwear is not permitted to be worn in the Pool Hall at any time.
- c. Customers must follow the Centre's designated adult to child swim ratios. Please ask at reception for further details.
- d. Armbands, buoyancy aids and floats will not be provided to customers for hire. Appropriate equipment is available to purchase from reception.
- e. Diving is only permitted in designated areas. Do not dive into shallow water.
- f. To assist in maintaining water quality, showering prior to the use of the swimming pool is requested.
- g. In the event of an emergency, you must clear the swimming pool and follow the instructions provided by the lifeguards.
- h. We recommend babies and toddlers use aqua nappies, which are available for purchase from reception.
- i. Do not swim for at least 48 hours after suffering vomiting or diarrhoea or swim for 14 days after diarrhoea symptoms have stopped if you have been told you have cryptosporidium.
- j. Children under 8yrs must be accompanied by an adult, children under the age of 10yrs must be accompanied by someone 16yrs or older.



## 7. **Fitness Suite and Studios**

- a. Prior to using any fitness equipment, you are required to undertake a supervised induction with a member of the Health and Fitness team. Inductions should be booked in advance; this will guarantee availability and alleviate the disappointment of being refused entry.
- b. Equipment and facilities must be used in a safe manner and in accordance with training or guidance given by a qualified member of staff or relevant signage; no equipment or facilities should be used if guidance or training has not been received.
- c. No children under the age of 13 years are permitted in either the fitness suite or dance studio, or Under 18 years in the strength & conditioning gym unless attending a supervised or designated session.
- d. Please bring a large towel for use within the fitness studio. This should not be used to wipe down each machine after use. Sanitiser and cloths/tissue are provided for this purpose
- e. All free weights must be replaced after use.

## 8. **Changing Rooms**

- a. Children under the age of 8 may change in the changing room of their accompanying parent/adult, whether male or female.
- b. Ordinarily any articles we find, including items left in lockers at the end of the day will be removed and kept in storage for 1 week, unless in times coronavirus where items will be disposed of immediately.
- c. We are required to keep most found items of clothing/equipment etc. for up to 1 week. After this time, we reserve the right to dispose of these items as we see fit. For hygiene reasons, we do not keep items of underwear, hairbrushes and combs etc.
- d. All schools must adequately supervise their pupils at all times and we will not be held responsible for any pupils or their actions or behaviour.

## 9. **Facility Hire (General)**

- a. The hirer shall be responsible for payment and any other charges to do with the hire.
- b. The hirer shall not assign or sub-let the right to use the facilities and must only use the facility for the agreed purpose.

- c. A non-refundable deposit of 2 weeks hire is required to secure an event booking. The remaining balance must be paid in full before your event. Failure to do so may result in cancellation at the manager's discretion.
- d. For activities, functions and parties, partial payment of 25% of the overall cost will be made at the time of booking unless permission is granted by the Centre General Manager. The remaining balance must be paid in full before your event. Each birthday party will have a set number of children included in the party fee. Any additional children will be charged at a further fee.
- e. It is the responsibility of the hirer to set up their own equipment. When the booking has ended it is also the responsibility of the hirer to put away their equipment and ensure the hall is left clean
- f. We seek to maintain high standards throughout the facilities and expect all users and hirers to contribute to this. All hirers will be held responsible for any damage caused by event/activity attendees and participants. The hirer must ensure that all attendees and participants abide by the 'core terms and conditions' and the 'conditions of use'.
- g. The hirer must ensure that all event/activity attendees and participants show consideration towards local residents living near the Centre – particularly during the evening – as well as members. Noise levels will be kept at a level which is acceptable and will reduce noise levels immediately if instructed by a member of staff.
- h. All areas shall be left clean, tidy and free from damage. Any additional cleaning, waste removal, repair or necessary replacement undertaken by us as a result of the event/hire/activity shall be charged to the hirer and payable within 30 days.
- i. Appropriate clothing must be worn for all activities.
- j. The hirer shall be liable for any additional expenses incurred by us if the event/activity overruns.
- k. The hirer shall not grant sound, television broadcasting or filming rights without prior conditional consent from the events manager.
- l. Any accident, injury or damage must be reported to the Duty Manager/Supervisor immediately.
- m. You must only park in the designated parking places and only cars displaying disabled badges may park in the disabled parking bays.
- n. Any photography or video recording MUST be reported to reception whereby you will be asked to fill out a form and a permit will be issued by the Duty Manager/Supervisor on site.
- o. The Centre and third parties may carry out general filming and sound recording. Admission to the Centre signifies your consent to them being used in perpetuity and in all media without any rights to payment.
- p. You acknowledge that restrictions and additional terms may apply to events, including but not limited to decoration and pyrotechnics. You must check with the

events manager for details of any additional terms or restrictions before making a booking.

- q. The hirer can only offer an activity similar or the same as that provided by us with written permission of the contract manager.
- r. Set up and down of equipment will be undertaken during your hire time.
- s. No equipment can be stored onsite without the written consent of the General Manager.
- t. If the management at the Centre are of the opinion that the hirer is not making suitable use of the facilities, the management reserves the right to re-allocation any unused parts. We will provide lifeguards for all pool bookings and this will be charged for accordingly. In the case of sub aqua and canoe bookings, suitable cleaning/sanitizing procedures will need to be evidenced at the time of booking.
- u. All users/hirers must comply with these conditions of use, have regard for the safety of, and behave considerately towards other users, colleagues, the building and equipment. Any user/hirer not doing so may be asked to leave the Centre and must immediately leave if asked. You are responsible for the behaviour of any children you bring to the Centre and must explain any relevant rules and conditions to them. You must comply with notices and signs on display in the Centre.
- v. We will charge an additional fee for any damage caused (accidental or deliberate) by event/activity attendees and/or participants in order to repair or replace items. Any additional repair or necessary replacement undertaken by us as a result of the event shall be charged and payable within 15 days. If a debt collection agent is used to recoup money owed to us then the client will be charged for the agent fees.
- w. No hirer is permitted to:
  - i. Give away live animals as prizes;
  - ii. Give exhibitions, demonstrations or performances of hypnotism on our premises;
  - iii. Use our premises for gaming or wagering other than lawful gaming carried out in line with the gaming act 1956; or
  - iv. Collect monies on the premises from participants other than by written consent of the manager.
- x. The following must not be brought into the premises without the written permission of the General Manager:
  - i. Crockery and glass;
  - ii. Pets (except guide dogs);
  - iii. Food, drink or retail items;
  - iv. Electrical equipment; or
  - v. Hazardous substances

## 10. **One off Hires and Club Block Booking**

- a. Your application is only confirmed when you receive written confirmation from the Centre.
- b. Acceptance of your booking does not guarantee further bookings.
3. You must supply, prior to your first session, a copy of:
  - i. Details of all coaches, including first aid, coaching qualifications;
  - ii. Affiliation details the club has with the governing body;
  - iii. Insurance for public liability covering €6,500,000; Professional Indemnity/Products Liability€2,500,000 & Employer Liability where applicable.
  - iv. The hirer should ensure that suitably qualified persons appropriate to the activity shall be in attendance at all times. Copies of the qualifications should be passed to the management at the point of booking; and
  - v. We, Shannon Swimming & Leisure Centre are not authorised to accept responsibility for the safekeeping of any money or goods. The hirer must communicate this to all attendees.

## 11. **Event Hire**

- a. You are responsible for ensuring that reception has all the relevant information on time for your booking. Any information not given to reception in advance of your booking may result in cancellation at the manager's discretion.
- b. If we are providing catering at your event, we require numbers at least 1 week in advance. Catering is not guaranteed if this information is not provided on time.

## 12. **Safeguarding**

- a. Clubs or organisations hiring facilities to provide activities which are regulated through the provision of teaching, training, instruction, care for, or supervision of children or adults at risk must provide the Centre Manager details of:
  - i. Club or organisation safeguarding policy;
  - ii. Name of the club or organisation safeguarding officer; and

### Liability

We accept no liability for lost or stolen goods whilst on our premises unless as a direct result of our negligence. Property stored in lockers is at your own risk. Cars parked in the car park and all contents in them are your responsibility and we will not accept liability for loss or damage.

### 13. **Law and Jurisdiction**

1. These Conditions of Use shall be governed by and construed in accordance with the laws of Republic of Ireland. Disputes arising here from shall be exclusively subject to the jurisdiction of the courts of the Republic of Ireland. Any cause of action you may have with respect to your use of this site must be commenced within 1 year after the claim or cause of action arises.

### **Declaration**

I have read and understood the above Conditions of Use and I agree to be bound by them and any other subsequent revisions. I further understand that these Conditions of Use form only part of my membership and other terms and conditions will apply.

### **HAVE FUN, BE SAFE AND CONSIDER OTHERS**

DO make sure you are fit to exercise.

DO make sure you are appropriately attired for the activities you are participating in.

DO secure all personal property in the lockers provided.

DO ask for assistance at any time from a member of our team.

DO treat all equipment with respect.

DO advise staff if you are taking medication, or have any predetermined medical conditions, before entering the Centre.

DON'T drop litter around the Centre.

DON'T Smoke, it is not permitted within the Centre or its grounds.

DON'T take photographs whilst in the Centre.

DON'T use still or moving image equipment without formal authorisation.

DON'T forget to bring your membership card or valid receipt to gain access to the Centre.

DON'T eat whilst exercising.

**We hope you enjoy your visit and we welcome suggestions which may improve your future visits**

1. The above Core Terms and Conditions are made up of the following:

(a) The Membership Terms and Conditions;

(b) The Conditions of Use;

(c) The Direct Debit Mandate Terms and Conditions (if applicable);

(d) Any applicable notices displayed at or within our facilities; and

(e) Any specific guidance given from staff members at the facilities from time to time.

together the "Terms and Conditions".