

## **FULL TERMS AND CONDITIONS**

## **CONTENTS**

All-Inclusive, Daytime and Corporate Direct Debit Membership	page 2
Annual All-Inclusive Daytime and Corporate Membership	page 3
11 to 17 years Direct Debit Membership	page 4
Open Water Swimming	pages 5 - 7
Wake Park Passes	pages 8 - 10
Watersports Boat Hire	pages 11 - 13

## MEMBERSHIP FULL TERMS AND CONDITIONS

YOU SHOULD READ ALL OF THE FOLLOWING CAREFULLY. IF YOU DO NOT UNDERSTAND ANY TERM PLEASE ASK FOR CLARIFICATION.

In the following: Salford Community Leisure Ltd is referred to as SCLL.

Details of additional charges, admin fees, opening times and facilities provided mentioned in the following are available upon request or on the SCLL website.

WE STRONGLY RECOMMEND YOU AT LEAST READ THE MAIN TERMS IN THE APPROPRIATE BOXES BELOW BEFORE YOU JOIN

## 1. ALL-INCLUSIVE MINIMUM TERM MEMBERSHIP

- 1.1 Membership will be established for a minimum term of 12 months from the date you join and all monthly payments that fall due within the minimum term period must be paid. Depending on the payment date you choose 12 or 13 payments may fall due within the period.
- 1.2 When the minimum term period ends your membership does not end it will then continue on a month by month basis.
- 1.3 After 11 months you can cancel your membership at any time by giving 1 month's written notice to SCLL.
- 1.4 Monthly payments will be due every month whether you use the facilities or not and no refunds will be given for non-use.
- 1.5 If you have any monthly payments outstanding SCLL reserve the right to pass these outstanding debts on to a third party company for collection. Any interest and cost incurred by SCLL in employing the third party will be passed on to you, including any costs in tracing you.
- 1.6 If SCLL do not receive a monthly payment an admin fee will apply.
- 1.7 If you forget your membership card or fob an admin fee will apply.
- 1.8 If you do not attend an activity you have booked a dishonour fee will apply.
- 1.9 You cannot cancel this membership within the minimum 12 month term unless: i) You provide proof you are unable to use the membership for the remainder of the minimum term due to serious illness or injury.
  - ii) You provide proof you have lost your job or moved a significant distance away due to a change of job or home where it is no longer realistic to continue using the membership for the remainder of the term.
  - iii) SCLL significantly reduces the facilities, opening hours or location of facilities on a permanent basis.
  - iv) SCLL permanently increases the price of your monthly fees.
- L.10 SCLL can make changes to this agreement including the monthly fees and facilities offered by giving at least 2 months notice of the change via prominent notices displayed within the centre.

## 2. ALL-INCLUSIVE & CORPORATE FLEXIBLE MEMBERSHIPS

- 2.1 Monthly payments will be due each and every month whether you use the facilities or not and no refunds will be given for non-use.
- 2.2 You can apply to cancel your Flexible membership at any time by giving at least 1 month's written notice to SCLL.
- 2.3 If you have any monthly payments outstanding SCLL reserve the right to pass these outstanding debts on to a third party company for collection. Any interest and cost incurred by SCLL in employing the third party will be passed on to you, including any costs in tracing you.
- 2.4 If SCLL do not receive a monthly payment an admin fee will apply.
- 2.5 If you forget your membership card or fob an admin fee will apply.
- 2.6 If you do not attend an activity you have booked a dishonour fee will apply.
- 2.7 Corporate membership offers access to courts during daytime hours only 6am to 4pm Monday to Friday and anytime at the weekends.
- 2.8 SCLL can make changes to this agreement including the monthly fees and facilities offered by giving at least 2 months notice of the change via prominent notices displayed within the centre.

## 3. DAYTIME FLEXIBLE MEMBERSHIP

- 3.1 Offers access during the hours of 6am to 4pm Monday to Friday and anytime at the weekends.
- 3.2 Monthly payments will be due each and every month whether you use the facilities or not and no refunds will be given for non-use.
- 3.3 You can apply to cancel your Daytime membership at any time by giving at least 1 month's written notice to SCLL.
- 3.4 If you have any monthly payments outstanding SCLL reserve the right to pass these outstanding debts on to a third party company for collection. Any interest and cost incurred by SCLL in employing the third party will be passed on to you, including any costs in tracing you.
- 3.5 If SCLL do not receive a monthly payment an admin fee will apply.
- 3.6 If you forget your membership card or fob an admin fee will apply.
- 3.7 If you do not attend an activity you have booked a dishonour fee will apply.
- 3.8 SCLL can make changes to this agreement including the monthly fees and facilities offered by giving at least 2 months notice of the change via prominent notices displayed within the centre.

THE FOLLOWING TERMS ALSO APPLY TO ALL MEMBERSHIPS

### 4. ELIGIBILITY AND AVAILABILITY

- 4.1 Open to 18 to 69 year olds.
- 4.2 Offers access to the gym, pool, sauna & steam, fitness classes and courts at any SCLL run Leisure Centre in Salford but not all activities are offered at every Centre.
- 4.3 Membership starts on the day that you join and is non-transferable.
- 1.4 All facilities offered are all subject to availability, safe user limits, booking restrictions and opening times. Membership gives no guarantee of access.
- 4.5 SCLL reserves the right to temporarily change opening hours and activities available for operational needs or unforeseen circumstances.
- 4.6 You agree to make a monthly payment once every calendar month.
- 4.7 Monthly payments must be paid by Direct Debit.
- 4.8 Entry will be refused if you have any outstanding monthly payments.
- 4.9 Your photograph will be taken for identification purposes
- 4.10 There is a charge for a replacement membership card or fob.
- 4.11 If you have outstanding dishonour fees you will not be able to book activities.
- 4.12 SCLL can prevent anyone from entering facilities if their appearance, conduct or health is inappropriate, unsuitable or puts themselves or others at risk.
- 4.13 You must not take part in any activity for which you may not be fit. You are responsible for monitoring your own condition during an activity.
- 4.14 Before using the gym you must complete a Health Commitment Statement and you will be asked to complete further ones on a regular basis.
- 4.15 Membership and access will be refused if it is considered that your health may be adversely affected.

#### 5. FREEZING A MEMBERSHIP

- 5.1 You can apply to freeze your membership if you provide proof you have suffered either a serious illness or injury, or unforeseen circumstances, that prevent(s) you from using your membership. An admin fee may apply.
- 5.2 All applications to Freeze must be in writing to SCLL stating the reason why and including any relevant proof
- 5.3 It is at the discretion of SCLL to accept any request to freeze.
- 5.4 The minimum period for a freeze is 1 month up to a maximum of 6 months.
- 5.5 The freeze will be confirmed to you in writing by SCLL and you must not assume your freeze has been processed until you receive this confirmation.
- 5.6 If you have joined on a minimum term membership and a freeze is agreed within the minimum term period the remainder of the minimum term period will apply from the date the freeze ends.

## 6. CANCELLATION OF A MEMBERSHIP BY SCLLP

6.1 SCLL can cancel your membership for one or more of the following reasons:

i) You commit a serious or repeated breach of this agreement.

ii) If in SCLL's reasonable opinion your ongoing behaviour or health is likely to endanger other members, the general public, staff or yourself or is deemed to be unacceptable or if it adversely affects SCLL or the reputation of SCLL.

iii) You provide personal information which you know to be false.

iv) You have monthly payments outstanding.

v) You do not have a valid Direct Debit instruction set up with SCLL.

- 6.2 If SCLL cancel a membership they can do so immediately or by applying a 1 month notice period with all outstanding payments remaining due from you.
- 6.3 SCLL can give you notice that they will cancel your membership at the end of the minimum term period with you still remaining liable for all payments due within the minimum term period.
- 6.4 SCLL reserves the right to retain all or a proportion of the monies paid under this agreement to cover any reasonable costs incurred as a result.
- 6.5 Cancellation will be confirmed to you in writing by SCLL and you must not assume your cancellation has been processed until you receive this confirmation.

## 7. WHEN YOU ARE CANCELLING

- 7.1 All applications to cancel must be in writing to SCLL stating the reason why and including any relevant proof where required. A 1 month notice period will apply.
- 7.2 The 1 month notice period will begin when SCLL receive your written notice.
- 7.3 You may continue to use your membership as usual during the notice period.
- 7.4 You must pay any monthly payments in full that fall due during the notice period irrespective of the date you joined.
- 7.5 Cancelling your Direct Debit is not notification of cancellation to SCLL.
- 7.6 SCLL will retain all the monthly payments paid from the start date up until the end of the notice period.
- 7.7 Cancellation will be confirmed to you in writing by SCLL and you must not assume your cancellation has been processed until you receive this confirmation.

### B. LIABILITY

- 8.1 You will be compensated for any loss or damage you may suffer if SCLL fail to carry out obligations under this agreement or to a reasonable standard or breach any duties imposed on SCLL by law unless that failure is attributable to:
  - i) Your own fault.
  - ii) A third party unconnected with provision of services.
  - iii) Events which neither SCLL nor SCLL suppliers could have foreseen even if all reasonable care had been taken.
- 8.2 Items left in lockers overnight will be removed.
- 8.3 No compensation towards the loss of any items left in the Centre or for locks which have to be cut off to gain access to lockers will be made.

### 9. CONTAC

- 9.1 Any communication sent out to you will be sent to the latest address that SCLL have on file. You are responsible for making sure your contact details are up to date.
- .2 All applications to freeze or cancel must be made to SCLL Collections Department.

#### ANNUAL MEMBERSHIP FULL TERMS AND CONDITIONS

YOU SHOULD READ ALL OF THE FOLLOWING CAREFULLY. IF YOU DO NOT UNDERSTAND ANY TERM PLEASE ASK FOR CLARIFICATION.

In the following: Salford Community Leisure Ltd is referred to as SCLL.

Details of additional charges, admin fees, opening times and facilities provided mentioned in the following are available upon request or on the SCLL website.

### WE STRONGLY RECOMMEND YOU AT LEAST READ THE MAIN TERMS IN THE BOX BELOW BEFORE YOU JOIN

## 1. ANNUAL MEMBERSHIP

- **1.1** All-inclusive Annual memberships offer access at any time.
- **1.2** Corporate Annual membership offers access at any time except courts which are Daytime only.
- **1.3** Daytime Annual membership offers access during our daytime hours Monday to Friday 6am to 4pm and weekends at any time.
- **1.4** The full amount due must be paid at the time of joining and your membership will start on the day that you join.
- **1.5** The membership will run for 12 months from the start date regardless of whether you use the facilities or not.
- **1.6** Your membership will automatically expire at the end of the 12 months.
- **1.7** If you forget your membership card or fob an admin fee will apply.
- **1.8** If you do not attend an activity you have booked a dishonour fee will apply.
- 1.9 You cannot cancel this membership unless:
- *i)* You provide proof you are unable to use the membership for the remainder of the months due to serious illness or injury.
- *ii)* You provide proof you have lost your job or moved a significant distance away due to a change of job or home where it is no longer realistic to continue using the membership for the months remaining.
- *iii)* SCLL significantly reduces the facilities, opening hours or location of facilities on a permanent basis.
- **1.10** SCLL can make changes to this agreement including the facilities offered by giving at least 2 months notice of the change via prominent notices displayed within the centre.

## ALL THE FOLLOWING TERMS ALSO APPLY

## 2. ELIGIBILITY AND AVAILABILITY

- 2.1 Open to 18 to 69 year olds.
- 2.2 Offers access to the gym, pool, sauna & steam, fitness classes and courts at any SCLL run Leisure Centre in Salford but not all activities are offered at every Centre.
- **2.3** Membership starts on the day that you join and is non-transferable.
- 2.4 All facilities offered are all subject to availability, safe user limits, booking restrictions and opening times. Membership gives no guarantee of access.
- **2.5** SCLL reserves the right to temporarily change opening hours and activities available for operational needs or unforeseen circumstances.
- 2.6 Your photograph will be taken for identification purposes.
- **2.7** There is a charge for a replacement membership card or fob.
- 2.8 If you have outstanding dishonour fees you will not be able to book activities.
- **2.9** SCLL can prevent anyone from entering facilities if their appearance, conduct or health is inappropriate, unsuitable or puts themselves or others at risk.
- **2.10** You must not take part in any activity for which you may not be fit. You are responsible for monitoring your own condition during an activity.
- 2.11 Before using the gym you must complete a Health Commitment Statement and you will be asked to complete further ones on a regular basis.
- **2.12** Membership and access will be refused if it is considered that your health may be adversely affected.

## 3. FREEZING A MEMBERSHIP

- **3.1** You can apply to freeze your membership if you provide proof you have suffered either a serious illness or injury, or unforeseen circumstances, that prevent(s) you from using your membership. An admin fee may apply.
- **3.2** All applications to Freeze must be in writing to SCLL stating the reason why and including any relevant proof.
- 3.3 It is at the discretion of SCLL to accept any request to freeze.
- 3.4 The minimum period for a freeze is 1 month up to a maximum of 6 months.
- **3.5** The freeze will be confirmed to you in writing by SCLL and you must not assume your freeze has been processed until you receive this confirmation.
- **3.6** If a membership is frozen the membership expiry date will be extended by the number of months the membership has been frozen for.

## 4. CANCELLATION OF A MEMBERSHIP BY SCLL

- **4.1** SCLL can cancel your membership for one or more of the following reasons:
  - i) You commit a serious or repeated breach of this agreement.
  - ii) If in SCLL's reasonable opinion your ongoing behaviour or health is likely to endanger other members, the general public, staff or yourself or is deemed to be unacceptable or if it adversely affects SCLL or the reputation of SCLL.
- iii) You provide personal information which you know to be false.
- **4.2** If SCLL cancel a membership they can do so immediately or by applying a 1 month notice period.
- **4.3** SCLL reserves the right to retain all or a proportion of the monies paid under this agreement to cover any reasonable costs incurred as a result.
- **4.4** Cancellation will be confirmed to you in writing by SCLL and you must not assume your cancellation has been processed until you receive this confirmation.

## 5. WHEN YOU ARE CANCELLING

- **5.1** All applications to cancel for one of the reasons outlined in point 1.9 must be put in writing to SCLL stating the reason why and including the relevant proof. A 1 month notice period will apply.
- **5.2** The 1 month notice period will begin when SCLL receive your written notice.
- ${\bf 5.3}~{\rm You}$  may continue to use your membership as usual during the notice period.
- **5.4** SCLL reserves the right to retain all or a proportion of the monies paid under this agreement to cover any reasonable costs incurred as a result.
- **5.5** Cancellation will be confirmed to you in writing by SCLL and you must not assume your cancellation has been processed until you receive this confirmation.

## 6. LIABILITY

- **6.1** You will be compensated for any loss or damage you may suffer if SCLL fail to carry out obligations under this agreement or to a reasonable standard or breach any duties imposed on SCLL by law unless that failure is attributable to:
  - i) Your own fault.
  - ii) A third party unconnected with provision of services.
  - iii) Events which neither SCLL nor SCLL suppliers could have foreseen even if all reasonable care had been taken.
- 6.2 Items left in lockers overnight will be removed.
- **6.3** No compensation towards the loss of any items left in the Centre or for locks which have to be cut off to gain access to lockers will be made.

## 7. CONTACT

- **7.1** Any communication sent out to you will be sent to the latest address that SCLL have on file. You are responsible for making sure your contact details are up to date.
- **7.2** All applications to freeze or cancel must be made to SCLL Collections Department.

## Summary of the main terms and conditions of this Aspire Junior and Teen Membership agreement

PLEASE READ THESE CAREFULLY BEFORE SIGNING THE FORM TO CONFIRM YOU HAVE BEEN MADE AWARE OF THESE MAIN TERMS

'You' (Your) in the following means the person who has completed and signed the Direct Debit mandate form and agreed to make the payments.
'Member' means the person who is joining the Aspire Junior or Teen Membership.

- 1.7 The on going monthly membership (that runs from month to month) will begin on the day that the initial payment is made. The membership will then continue and fees will be due from you each and every month regardless of whether the member uses the facilities or not.
- 1.12 If SCLL do not receive any monthly Direct Debit payment you will be charged an additional administration fee.
- 1.15 If you are aged 18 years old or above and fail to pay any amount due under this agreement for a period of 30 days, SCLL reserve the right to pass the debt on to a third party company for collection. The interest and cost incurred by SCLL in employing the third party, will be passed on to you, including any costs in tracing you.
- 2.1 You may cancel this membership at any time by giving notice in writing to SCLL Collections Department. The membership will end the day before the next monthly payment is due. However if SCLL has already submitted the request to your bank for the next payment, the membership will end one month from that payment date.
- 5.2 Additional charges will be applied to certain activities.
- 5.3 Additional fees will be applied for any activity bookings made, that the member does not attend or cancels with less than eight hours of the activity taking place.
- 9.1 SCLL can change this agreement at any time by giving at least one month notice of the change via the notice boards within the facilities. For any changes to membership fees you will be notified in writing with a minimum of 10 working days notice. If you do not wish to accept the change, you may cancel the membership in accordance with point 2.1 of this agreement.

## Full membership terms and conditions for Aspire Junior and Teen membership

YOU SHOULD READ THE FOLLOWING, IF YOU DO NOT UNDERSTAND ANY TERM, PLEASE ASK RECEPTION FOR CLARIFICATION Salford Community Leisure Ltd is referred to as SCLL in the following:

'You' (Your) in the following means the person who has completed and signed the Direct Debit mandate form and agreed to make the payments.

'Member' means the person who is joining the Aspire Junior or Teen Membership.

#### **1 MEMBERSHIP AND FEES**

- 1.1 The membership is open to those aged 11 to 17 years.
- 1.2 Those aged 11 to 13 years have restricted access to the gym and classes and will pay lower monthly fees than those aged 14 years and above. The monthly fees will increase automatically when the member turns 14 years old. Full details of these restrictions and fees are available from reception.
- 1.3 Those aged 11 to 16 years cannot use the free weights or the sauna & steam rooms.
- 1.4 You must be 16 years old or over to pay by Direct Debit for your membership.
- 1.5 You must be 18 years old or over to make the payments by Direct Debit on behalf of a member.
- 1.6 We reserve the right to request proof of age for both you and the member.
- 1.7 The ongoing monthly membership (that runs from month to month) will begin on the day that the initial payment is made. The membership will then continue and fees will be due from you each and every month, regardless of whether the member uses the facilities or not.
- 1.8 The initial payment has to be made upfront on a pro-rata basis.
- 1.9 By signing this agreement on behalf of a member, you agree to make the monthly ongoing payments out of your bank on behalf of the member and also that the member complies with these terms and conditions. If you are signing this agreement for your own membership and are 16 years old or over you agree to make the monthly ongoing payments out of your bank and to comply with these terms and conditions.
- 1.10 You will be required to show proof of ID upon giving your bank details.
- 1.11 Fees must be paid monthly in advance by Direct Debit out of a valid bank account.
- 1.12 If SCLL do not receive any monthly Direct Debit payment you will be charged an additional administration fee.
- 1.13 SCLL will request the payments from your bank once every calendar month on the date that has been indicated on the agreement form.
- 1.14 If SCLL do not receive a membership payment for any given month the member will be refused entry until payment is received.
- 1.15 If you are aged 18 years old or above and fail to pay any amount due under this agreement for a period of 30 days, SCLL reserve the right to pass the debt on to a third party company for collection. The interest and cost incurred by SCLL in employing the third party, will be passed on to you, including any costs in tracing you.
- 1.16 The membership cannot be transferred to another person.
- 1.17 SCLL will take the member's photograph and retain it on file.
- 1.18 The membership is valid at any of the Leisure Centres managed by SCLL in Salford.
- 1.19 The member will be issued a swipe card, which must be presented at reception each time they wish to take part in an activity otherwise an administration/donation fee will be charged. A fee applies for a replacement card.
- $1.20\,$  The membership will expire on the member's eighteenth birthday and the membership will be cancelled by SCLL at this time.

### 2 CANCELLATION OF MEMBERSHIP

- 2.1 You may cancel this membership at any time by giving notice in writing to SCLL Collections Department. The membership will end the day before the next monthly payment is due. However if SCLL has already submitted the request to your bank for the next payment, the membership will end one month from that payment date.
- 2.2 Any such request to cancel must be made by you, the person paying the monthly fees.
- 2.3 The member may continue to use the membership until the end date.

## **3 CANCELLATION OF MEMBERSHIP BY SCLL**

- 3.1 SCLL can cancel the membership immediately for one or more of the following reasons:
- i) A valid Direct Debit Instruction is not in place.
- i) You or the member have not signed the terms & conditions of this agreement.
- iii) There is one month's fees outstanding
- iv) You or the member commits a serious or repeated breach of this agreement or the centre rules.
- v) If in SCLL's reasonable opinion the member's behaviour or yours is likely to endanger other members, the general public, staff or themselves or is deemed to be unacceptable or if it adversely affects SCLL or the reputation of SCLL.
- vi) You or the member refuse to pay any additional fees that apply to the category of membership.
- $\hbox{vii)} \quad \hbox{Another person other than the member tries to gain entry using the membership card.}$
- viii) You or the member provides information which is known to be false when applying to join or when providing a change to details we have on file.
- 3.2 If your agreement is cancelled for any of the reasons above, SCLL reserve the right to retain a proportion of the money which you have paid under this agreement to cover any reasonable costs incurred as a result.

#### 4 FREEZING OF MEMBERSHIP

- 4.1 You can apply in writing or email to SCLL Collections Department to freeze the membership if the member is unable to use the membership through serious illness, injury or unforeseen circumstances for a period greater than one month up to a maximum of six months.
- 4.2 It is at the discretion of SCLL to accept a request to freeze and proof will be requested.
- 4.3 The freeze is not confirmed until you receive written notice from the SCLL Collections Department.

#### 5 FACILITIES AND CHARGES

- 5.1 Junior and teen members are entitled to use the activities available to their category of membership only.
- 5.2 Additional charges will be applied to certain activities.
- 5.3 Additional fees will be applied for any activity bookings made, that the member does not attend or cancels with less than eight hours of the activity taking place.
- 5.4 Details of the current opening times, activities and additional charges are available from reception.
- 5.5 SCLL reserves the right to temporarily change opening hours or activities available due to unforeseen circumstances out of SCLL's control.

#### 6 CONDUCT

- 6.1 SCLL can prevent anyone from using or entering the facilities if their appearance or conduct is inappropriate, unsuitable or puts themselves or others at risk.
- 6.2 No refund of fees will be made for any period that the member is refused access due to their conduct.

## **7 LIABILITY**

- 7.1 The member will be compensated for any loss or damage they may suffer if SCLL fail to carry out obligations under this agreement or to a reasonable standard or breach any duties imposed on SCLL by law unless that failure is attributable to;
- i. Their own fault.
- ii. A third party unconnected with provisions of services
- Events which neither SCLL nor SCLL's suppliers could have foreseen, even if all reasonable care had been taken.
- 7.2 Personal property must not be left unattended in the facilities unless it is locked in one of the lockers provided. Items must not be left in lockers overnight.
- 7.3 SCLL can remove the contents left in any locker overnight and retain them at reception.
- 7.4 SCLL will keep clothing for one week and jewellery or valuables for one month. After this time SCLL will dispose of them and will not be liable for them.

### **8 MEDICAL INFORMATION**

- Before using any exercise equipment in the gym the member must complete a Health Commitment
   Statement and undertake a supervised session.
- 8.2 SCLL reserves the right to obtain medical advice before allowing the member to use the facilities.
- 8.3 SCLL reserves the right to ask the member to complete a Health Commitment statement on a regular basis.
- 8.4 If there is a major change to the member's health, you must advise SCLL immediately.
- 8.5 SCLL can refuse access to facilities or membership if it is considered that the member's health may be adversely affected
- 8.6 No refund of fees will be made for any period that the member is refused access due to medical reasons however it may be possible to freeze the membership in accordance with point 4.
- 8.7 The member must not take part in any activity for which they may not be fit.

## 9 CHANGING THIS AGREEMENT

- 9.1 SCLL can change this agreement at any time by giving at least one month notice of the change via the notice boards within the facilities. For any changes to membership fees you will be notified in writing with a minimum of 10 working days notice. If you do not wish to accept the change, you may cancel the membership in accordance with point 2.1 of this agreement.
- 2.2 You must notify SCLL in writing if there is a change to the member's or your contact details and/or address.
- 9.3 Any communication regarding the payments for the membership will be sent to you, the payer, at the address or e-mail address that SCLL has on file.

## **Open Water Swimming - Terms & Conditions**

SCLL = Salford Community Leisure Ltd in the following.

- Any swimmer aged 12years & under will need to show evidence that they are a competent swimmer e.g. British Swimming competence certificate, members of a swim / triathlon squad.
- Anyone aged 16 years and under must have a responsible adult swimming with them unless they can produce evidence that they are a competent swimmer e.g. British Swimming competence certificate, members of a swim / triathlon squad.
- All participants must pre-register before they can swim.
- There is a fee payable when you pre-register (the current fee is available from reception).
- We do not pre- register people on swim night at reception. If you pre-register online you must complete your form by 3.30pm on the day you intend to swim.
- All sessions are subject to availability and safe user limits.
- All sessions are subject to weather and water conditions; this includes stopping any sessions that may have already started.
- All sessions are subject to the availability of showers and changing rooms.
- SCLL can change the start and end times of a session and season due to the nature of daylight hours and weather conditions.
- SCLL reserves the right to temporarily change session times and facilities available due to unforeseen circumstances out of SCLL control.
- SCLL will endeavour to give as much notice as possible if a change is made but due to the nature of the sessions this notice may be no sooner than on the day of the session.
- All swimmers must wear the band they have been issued whilst in the water.
- Swimmers must wear brightly coloured swim caps to enable identification, not black or dark blue.
- All swimmers must wear recognised and appropriate swimwear.
- At temperatures 14c and below wetsuits are mandatory.
- Any wetsuits, buoyancy aids etc that are borrowed/ hired from the Watersports centre must be returned to the wetsuit room and placed back on hangers.
- Any advice and instructions given by the safety crew must be followed at all times
- The courses will be clearly marked by buoys and are either 300m or 500m long. The course will be displayed at the entrance to the swim.
- Swimmers must navigate around the designated course at all times.
- A maximum ratio of one safety boat per 30 swimmers will be maintained at all times
- No swimming is permitted if the safety boat is not in position on the water.
- Swimming must only take place in during scheduled Open Water Swim sessions or authorised competitions, swimming at any other time is unauthorised and against local bylaws.
- Watersports centre staff reserve the right to refuse entry into the water of any swimmer who they deem to be unfit to take part.
- You must not take part in any activity for which you may not be fit and are responsible for monitoring your own condition during an activity.

- Smoking is not permitted in the facility this includes the outdoor areas.
- You must present your SCLL swipe card at reception each time you take part in the activity.
- SCLL will charge for a replacement swipe card.
- If you forget your swipe card SCLL will charge you an administration /donation fee on entry.
- You will be compensated for any loss or damage you may suffer if SCLL fail
  to carry out obligations under this agreement or to a reasonable standard or
  breach any duties imposed on SCLL by law, unless that failure is attributable
  to:
  - i) Your own fault
  - ii) A third party unconnected with provision of services.
  - iii) Events which neither SCLL nor SCLL suppliers could have foreseen even if all reasonable care had been taken.
- All personal property left in the facilities is done so at the owners own risk. A limited amount of personal property lockers are available in the facility but availability is not guaranteed.
- SCLL can remove the contents left in any locker overnight and retain them at reception. SCLL will keep clothing for one week and jewellery /valuables for one month. After this time SCLL will dispose of them and will not be liable for them.

# Block and Season passes – additional Terms & Conditions

- Details of the timetable for the current sessions and season schedule are available from reception and on the SCLL website it is recommended you refer to these before you purchase a pass.
- Passes must be paid for in full, upfront before they can be used.
- A Block pass entities you to 6 Open Water swims at any session during the remainder of the current season.
- A Season pass entitles you to unlimited Open Water swimming sessions for the remainder of the current season.
- No refunds will be issued by SCLL if you do not use all your sessions before the Block Pass expires.
- A season pass expires at the end of the current season regardless of usage and no refund will be issued by SCLL for the lack of use.
- Purchase of a pass does not guarantee you access to any particular session.
- Purchase of a pass is taken as acceptance by you of these terms and conditions.
- · Passes are non-transferable.
- SCLL can cancel your pass immediately for one or more of the following reasons:
  - i) You commit a serious or repeated breach of this agreement or the centre rules.
  - ii) If in the reasonable opinion of SCLL your behaviour is likely to endanger other users, the general public, staff or yourself or is deemed to be unacceptable or if it adversely affects SCLL or the reputation of SCLL.
  - iii) You allow another person to gain entry using your Pass or swipe card.

- iv) You provide information which you know to be false when applying for the pass.
- You may cancel this agreement if;
  - i) SCLL significantly reduce the number of sessions or the activities available on a permanent basis.
  - ii) SCLL close the facility for refurbishment for a period of more than 4 weeks at a time.
- To apply to cancel a Pass you must put your cancellation request in writing to SCLL at Helly Hansen Watersports centre.
- If SCLL or you cancel a Pass for any of the reasons above, SCLL reserve the right to retain a proportion of the money which you have paid us under this agreement to cover any reasonable costs SCLL have incurred as a result.

## <u>Coached Open Water Swim Sessions –</u> additional Terms & Conditions

- Places need to be pre-booked and paid for at the time of booking.
- If you cancel within 24hrs or fail to attend then the full cost of the session will still be charged.

End. Issued April 2015.

## Wake Park - Terms and Conditions of use.

SCLL = Salford Community Leisure Ltd in the following.

- The minimum age for participation is 8 years old.
- All participants must complete a personal information form before their first session of the current season.
- Anybody under the age of 18 must have their personal information form signed by a parent or quardian.
- The opening hours of the Wake Park will vary throughout the year, current opening hours are available from reception and on the SCLL website.
- A session will be for 1 hour shared between up to 4 people giving you between 15 and 30 minutes of riding time however if you are the only person booked onto a session, the session will run for a maximum of 30 minutes.
- You will be restricted to one Wake Park session during busy periods.
- All wakeboard sessions must be booked in advance.
- You can have a maximum of 4 Wake Park sessions booked at any one time.
- Booking is subject to availability.
- All sessions are subject to weather and water conditions; this includes stopping any sessions that may have already started.
- All sessions are subject to availability and safe user limits.
- All sessions are subject to the availability of showers and changing rooms.
- SCLL can change the start and end times of a session or season due to the nature of daylight hours and weather conditions.
- SCLL reserves the right to temporarily change session times and facilities available due to unforeseen circumstances out of SCLL control.
- SCLL will endeavour to give as much notice as possible if a change is made but due to the nature of the sessions this notice may be no sooner than on the day of the session.
- Suitable helmets and crash vests must be worn, along with recognised swimwear
- Wetsuits are optional but are recommended in colder conditions.
- Any advice and instructions given by the safety crew must be followed at all times.
- Riders must only navigate around the designated course at all times.
- Any wetsuits, buoyancy aids, etc that are borrowed / hired from the Watersports Centre must be returned to the wetsuit room and placed back on hangers.
- All equipment should be used correctly during the session and treated with respect.
- You use your own equipment and boards at you own risk.
- · Users should stay in the defined area as instructed by staff.
- At the end of the session equipment should be returned to the location as instructed by staff.
- Watersports Centre staff reserve the right to refuse entry to of any person who they deem to be unfit to take part.
- You must not take part in any activity for which you may not be fit and are responsible for monitoring your own condition during an activity.

- You must present your SCLL swipe card at reception each time you take part in the activity.
- Smoking is not permitted in the facility this includes the outdoor Wake Park area.
- SCLL will charge for a replacement swipe card.
- If you forget your swipe card SCLL will charge you an administration /donation fee on entry.
- You will be compensated for any loss or damage you may suffer if SCLL fail
  to carry out obligations under this agreement or to a reasonable standard or
  breach any duties imposed on SCLL by law, unless that failure is attributable
  to;
  - i) Your own fault
  - ii) A third party unconnected with provision of services.
  - iii) Events which neither SCLL nor SCLL suppliers could have foreseen even if all reasonable care had been taken.
- All personal property left in the facilities is done so at the owners own risk, this
  includes the outdoor Wake Park area. A limited amount of personal property
  lockers are available in the facility but availability is not guaranteed.
- SCLL can remove the contents left in any locker overnight and retain them at reception. SCLL will keep clothing for one week and jewellery /valuables for one month. After this time SCLL will dispose of them and will not be liable for them.

## Ride Passes – additional Terms and Conditions

- Details of the timetable for the current sessions and season schedule are available from reception and on the SCLL website, it is recommended you refer to these before you purchase a pass.
- 1 ride = 1 session
- You can purchase a 5, 10 or 20 Ride Pass and all passes must be paid for in full upfront before they can be used.
- A 5 or 10 Ride Pass is valid for 6 months from date of purchase.
- A 20 Ride Pass is valid for 12 months from date of purchase.
- A Ride Pass entitles you to the appropriate number of Rides at anytime up until the expiry date of the pass.
- No refunds will be issued by SCLL if you do not use all the Rides before the Ride Pass expires.
- Purchase of a pass does not guarantee you access to any particular session.
- If SCLL close the Wake Park for the months of January and February due to weather conditions your pass expiry date will be extended by the period of time you have left as of December 31st.
- No refund for the time remaining will be offered only an extension of the expiry date
- Purchase of a pass is taken as acceptance by you of these terms and conditions.
- Passes are non-transferable.
- SCLL can cancel your pass immediately for one or more of the following reasons:
  - i) You commit a serious or repeated breach of this agreement or the centre rules.

- ii) If in the reasonable opinion of SCLL your behaviour is likely to endanger other users, the general public, staff or yourself or is deemed to be unacceptable or if it adversely affects SCLL or the reputation of SCLL.
- iii) You allow another person to gain entry using your Ride Pass or swipe card
- iv) You provide information which you know to be false when applying for the pass.
- You may cancel this agreement if;
  - i) SCLL significantly reduce the number of sessions or the activities available on a permanent basis.
  - ii) SCLL close the facility for refurbishment for a period of more than 4 weeks at a time.
- To apply to cancel a Ride Pass you must put your cancellation request in writing to SCLL at Helly Hansen Watersports Centre.
- If SCLL or you cancel a Ride Pass for any of the reasons above, SCLL
  reserve the right to retain a proportion of the money which you have paid us
  under this agreement to cover any reasonable costs SCLL have incurred as a
  result.

End. Issued April 2015

## Watersports Boat Hire Sessions - Terms and Conditions

SCLL = Salford Community Leisure Ltd in the following.

- The minimum age for participation is 8 years old if participating on a piece of equipment on their own (e.g. kayak, sailing dinghy).
- Children aged under 8 years may participate in boat hire sessions as long as they share a piece of equipment with a responsible adult aged 18 years or older and in the opinion of the Watersports Duty Manager can correctly fit into a buoyancy aid.
- All participants must complete a personal information form before their first session of the current season.
- Boat hire session activities are offered on a first come first served basis, an alternative activity may be provided.
- Anybody under the age of 18 must have their personal information form signed by a parent or guardian.
- Sailing and Windsurfing is only available to those who can prove they have prior experience and/or relevant qualifications. Exceptions may be permitted depending on weather conditions.
- No tuition will be given on these sessions.
- All sessions are subject to weather and water conditions; this includes stopping any sessions that may have already started.
- All sessions are subject to availability and safe user limits.
- All sessions are subject to the availability of showers and changing rooms.
- SCLL can change the start and end times of a session and season due to the nature of daylight hours and weather conditions.
- SCLL reserves the right to temporarily change session times and facilities available due to unforeseen circumstances out of SCLL control.
- SCLL will endeavour to give as much notice as possible if a change is made but due to the nature of the sessions this notice may be no sooner than on the day of the session.
- All participants must wear buoyancy aids, footwear and appropriate recognised swimwear.
- Helmets must be worn during Boat Hire sessions by those aged 16years and under.
- Wetsuits are optional but are recommended in colder conditions.
- Any wetsuits, buoyancy aids etc that are borrowed/ hired from the Watersports centre must be returned to the wetsuit room and placed back on hangers.
- All equipment should be used correctly during the session and treated with respect.
- Any advice and instructions given by the safety crew must be followed at all times.
- Users should stay in the defined area as instructed by staff.
- Users are not allowed on to the water unless the safety boat is in position on the water.
- At the end of the session equipment should be returned to the location as instructed by staff.
- Watersports centre staff reserve the right to refuse entry into the water of any swimmer who they deem to be unfit to take part.

- You must not take part in any activity for which you may not be fit and are responsible for monitoring your own condition during an activity.
- Smoking is not permitted in the facility this includes the outdoor areas.
- You must present your SCLL swipe card at reception each time you take part in the activity.
- SCLL will charge for a replacement swipe card.
- If you forget your swipe card SCLL will charge you an administration /donation fee on entry.
- You will be compensated for any loss or damage you may suffer if SCLL fail
  to carry out obligations under this agreement or to a reasonable standard or
  breach any duties imposed on SCLL by law, unless that failure is attributable
  to:
  - i) Your own fault
  - ii) A third party unconnected with provision of services.
  - iii) Events which neither SCLL nor SCLL suppliers could have foreseen even if all reasonable care had been taken.
- All personal property left in the facilities is done so at the owners own risk. A limited amount of personal property lockers are available in the facility but availability is not guaranteed.
- SCLL can remove the contents left in any locker overnight and retain them at reception. SCLL will keep clothing for one week and jewellery /valuables for one month. After this time SCLL will dispose of them and will not be liable for them.

# Block and Season passes - additional Terms and conditions

- Details of the timetable for the current sessions and season schedule are available from reception and on the SCLL website, it is recommended you refer to these before you purchase a pass.
- Passes must be paid for in full upfront before they can be used.
- A Block pass entities you to 6 Boat hire sessions at anytime during the remainder of the current season.
- A Season pass entitles you to unlimited Boat Hire sessions for the remainder of the current season.
- No refunds will be issued by SCLL if you do not use all your sessions before the Block Pass expires.
- A season pass expires at the end of the current season regardless of usage and no refund will be issued by SCLL for the lack of use.
- Purchase of a pass does not guarantee you access to any particular session.
- Purchase of a pass is taken as acceptance by you of these terms and conditions.
- Passes are non-transferable.
- SCLL can cancel your pass immediately for one or more of the following reasons:
  - i) You commit a serious or repeated breach of this agreement or the centre rules.
  - ii) If in the reasonable opinion of SCLL your behaviour is likely to endanger other users, the general public, staff or yourself or is deemed

- to be unacceptable or if it adversely affects SCLL or the reputation of SCLL
- iii) You allow another person to gain entry using your pass or swipe card.
- iv) You provide information which you know to be false when applying for the pass.
- You may cancel this agreement if;
  - i) SCLL significantly reduce the number of sessions or the activities available on a permanent basis.
  - ii) SCLL close the facility for refurbishment for a period of more than 4 weeks at a time.
- To apply to cancel a Pass you must put your cancellation request in writing to SCLL at Helly Hansen Watersports centre.
- If SCLL or you cancel a Pass for any of the reasons above, SCLL reserve the right to retain a proportion of the money which you have paid us under this agreement to cover any reasonable costs SCLL have incurred as a result.

## <u>Boat Hire / Club Sessions -</u> additional Terms and conditions

- Club sessions are subject to booking in advance and limited places.
- Freedom & Aspire SCLL members can book 7 days in advance, non members 3 days in advance.
- If you book and don't attend SCLL will charge you the standard session price.
- Club session must be paid for at time of booking.
- If you cancel within 24hrs or fail to attend then the full cost of the session will still be charged.

End Issued April 2015.