Leisure Ards and North Down

Admissions Policy

for

Ards Blair Mayne Wellbeing and Leisure Complex Comber Leisure Centre Londonderry Park Portaferry Sports Centre

www.leisureardsandnorthdown.com



Updated August 2022

Leisure Ards and North Down Admissions Policy

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

Changes to normal terms and conditions due to the Covid pandemic - please refer to <u>Section 17</u>.

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1. General Admission

- 1.1 All children of 7 years of age and under must always be accompanied on site unless taking part in a structured club or class. It is the parent / carer's / responsible person (16 years and over) responsibility to judge whether it is appropriate to allow their unaccompanied child(ren) 8 years and older to visit a leisure facility, as our staff are not available to supervise in general areas such as changing rooms and toilets.
- 1.2 We expect responsible persons who are supervising children in our centre to ensure they are in close contact with the child throughout their visit and that their behaviour is suitable. This extends to the whole building and grounds and in particular to changing rooms, toilets and when on poolside or using the pools.
- 1.3 The facilities must not be used for coaching/instructing (whether paid or unpaid) without prior approval from Management.
- 1.4 The use of any equipment capable of recording still or moving images is strictly prohibited without prior permission of Management and relevant permission slips completed. Photographic permissions slips are available upon request from a member of Management.
- 1.5 Any persons whose behaviour is deemed inappropriate by any member of staff may be removed from the centre. Any incidents of this nature should be reported to a member of staff and serious incidents will be reported to the police. For further information, please see the <u>Customer Charter</u> below or on display in the reception areas.
- 1.6 Persons who appear to be under the influence of drink or drugs will not be allowed into our venues.
- 1.7 Smoking/vaping is strictly prohibited in all areas of the facility.
- 1.8 No refunds will be provided if customers have to be evacuated from buildings due to fire alarms or an emergency.

2. Safeguarding/Child Protection

- 2.1 Ards and North Down Borough Council (the Council) is committed to protecting children, young people and adults who may be vulnerable from harm when they are engaged in services organised and provided by, or on behalf of, the Council. Full details of arrangements pertaining to this are outlined in the Council's Safeguarding Policy, a copy of which can be obtained from reception upon request or downloaded from the Council website at https://www.ardsandnorthdown.gov.uk/about-the-council/safeguarding
- 2.2 Everyone using council facilities and services with activities where children, young people and adults who may be vulnerable are present must ensure correct procedures are followed. The Council reserves the right to prohibit the use of photography, videoing or filming at any event or activity with which it is associated.
- 2.3 The use of any equipment capable of recording still or moving images is strictly prohibited without prior permission of the Management Team and relevant permission slips completed. Photographic permissions slips are available upon request from a member of the management team. (See Council Safeguarding policy)
- 2.4 The recording of images in all changing and toilet areas is strictly prohibited under all circumstances.
- 2.5 Where the recording of images is pre-planned, all materials promoting the event or activity will state clearly that accredited photographers will be present ('accredited' is defined as belonging to or working for a relevant organisation). See Council Safeguarding policy.
- 2.6 Clubs/organisations/individuals using Council facilities will be made aware of the Council's policy at the time of booking and in the absence of their own policy they will be required to adopt this policy as a condition of booking. (See Appendix 1 of Council's Safeguarding Policy.)

3. Disability Access

- 3.1 A Personal Emergency Egress Plan (PEEP) should be written for Service Users with a disability before accessing our leisure sites. Please see the reception team for further information. This plan will be vital for the safety of the user, carer and other customers should an emergency evacuation have to take place of all or part of the facility.
- 3.2 Guide, hearing and assistant dogs are welcome in dry side areas of the facilities.
- 3.3 A portable hearing loop is available. Please ask a member of our reception teams for further details.
- 3.4 A range of equipment is provided to support people with a range of disabilities to change. Should you require specialist changing facilities please speak to a member of our reception teams regarding access and/or information on what facilities are available at any of our sites.
- 3.5 A range of equipment is provided to support people with a range of disabilities to access the swimming pool areas. This equipment is safety checked, however it is the responsibility of the carer to understand how to support the individual within the aid/hoist and use the equipment safely. Where electronic pool pods or lifts are provided, the carer or individual should advise a member of our reception team that this will be required so that a responsible staff member can be on hand to operate the equipment.
- 3.6 The gym provides a range of fitness equipment suitable for mobility and sensory impaired users with clear manoeuvring space around the area. For further information on accessible fitness equipment please speak to a member of our reception team regarding access and/or information on what facilities are available at any of our sites.

3.7 Buddycard Scheme

- 3.7.1 A Service User with a disability who requires a carer to help them to use the centre facilities, can apply for a Buddycard. The card will be issued to the Service User.
- 3.7.2 The carer will not be charged any admission fee but is required to be logged in at reception via the till system. Carers must stay with their Service User(s) throughout the duration of a visit and should not leave their Service User(s) unattended.
- 3.7.3 Buddycard holders may accompany the person but not use:
 - the gyms
 - swimming pools the carer is permitted to enter the water to assist, remaining with the Service User at all times
 - fitness classes
 - Spa at Ards and Health Suite at Comber
 - Blacklight golf
- 3.7.3 Carers wishing to take part in any of the above activities must purchase a ticket for which the concession rate will apply.
- 3.7.4 For more details on the Council's Buddycard scheme and how to apply <u>click here</u>.

4. Access for Transgender Persons

- 4.1 Transgender persons are welcome at Council services and are encouraged to get as involved as other members of the public. If there are particular concerns that a transgender person may have around access to any services, facilities or activities, the person should contact Management for information or guidance.
- 4.2 Transgender persons are welcome to use either appropriate single-sex toilets and changing facilities, or separate accessible toilets and changing facilities as determined by an individual's needs and at the discretion of Management.
- 4.2.1 There is no requirement for a Gender Recognition Certificate (GRC) for access to single-sex toilets, changing facilities or activities, and a GRC will not be requested.
- 4.2.2 Transgender persons are generally protected under the Sex Discrimination (Gender Reassignment) Regulations (Northern Ireland) Order 1999 when accessing services delivered by the Council and by other groups or organisations.
- 4.3 Transgender persons are welcome to record either their legal name or an informal preferred name as the preferable option when engaging with staff members.
- 4.3.1 If a Service User is engaging with classes or taught instruction, the Council will, when appropriate, communicate preferred names to instructors and other staff members.
- 4.3.2 In line with the Data Protection Act 1998 and with the General Data Protection Regulations 1998, transgender persons are entitled to update their recorded name promptly as required and in accordance with the law.
- 4.4 Transgender persons are entitled to privacy with respect to previous names and their transgender status. Disclosure of this information will not be made available to the general public, or to fellow participants or Service Users. Disclosures within the Council will be made only when within the law and where reasonable to do so.
- 4.5 Transgender persons, including children and young people, are welcome to wear clothing and swimwear in line with their gender identity that is compatible with the clothing requirements in this Admissions Policy.
- 4.5.1 When using pool facilities, transgender persons are welcome to use suitable and safe chest binders or similar garments as an alternative to a rash guard.
- 4.5.2 Additional advice can be sought from Management.

5. Swimming Pools

5.1 Admission Rules

- 5.1.1 All non-swimmers must wear suitable floatation devices unless closely supervised on a one-to-one basis by an adult who can swim. Those wearing floatation devices are restricted to the designated shallow areas at all times (except when partaking in an authorised instructor-led session). Suitable floatation aids are those that comply with industry accepted classification EN13138-1 2008, support the wearer's full weight and remain secure in the water e.g. arm bands or float suits. For further information regarding suitability please speak to our staff teams. Suitable floatation devices are available upon request at poolside, please speak to a member of staff for further details (if required).
- 5.1.2 Swims can only be taken during public sessions.
- 5.1.3 It is recommended that all swimmers familiarise themselves with the design, layout and depths of the pools before entering the water.
- 5.1.4 It is recommended that all swimmers should shower and use the toilet prior to entering the pool. This includes babies, children and young people as well as adults.
- 5.1.5 Please use lockers provided to store kit bags and personal belongings. Kit/training bags are not permitted on the poolside.
- 5.1.6 No glass bottles (i.e. perfume or drinks) are permitted on the poolside.
- 5.1.7 Persons who appear to be under the influence of drink or drugs will not be allowed to enter the water or take part in activities.
- 5.1.8 Current or recent illness including respiratory problems, infection and rashes are **indications that you should not swim**. Swimmers are not permitted to use the pool with open wounds or within a 24 hour of suffering from diarrhoea or vomiting.

5.2 Adult and Child Ratios and Supervision (CIMSPA guidance note: GN014)

- 5.2.1 All children 7 years of age and under must be accompanied in the water and changing areas by a responsible adult (at least 16 years old) during unprogrammed swimming sessions. Such sessions are those that are open for public recreational swimming as opposed to those under the direct control or instruction of a group organiser or class teacher/coach.
- 5.2.2 The ratio of this supervision must not be greater than a 1:2 basis, with nonswimmers using an approved floatation device.
- 5.2.3 An adult cannot be responsible for supervising more than two children of 7 years old or under. The safety of non-swimmers and child(ren) is the responsibility of the supervising adult in attendance at all times. When supervising, the adult must maintain a constant watch over the child(ren) and be in close contact with those that are weak or non-swimmers.
- 5.2.4 Parents/responsible adults have a specific responsibility for the safety of the child(ren) under their supervision. This cannot be abdicated to lifeguards who are responsible for the safety of all swimmers. Parents who are supervising children

must themselves determine that they have the required competencies to undertake this task.

5.2.5 Children aged 8 years or over, who can swim, are permitted entry to the Main and Minor pool unaccompanied. Parents should also be aware that children aged 8 years or over, who cannot swim or are weak swimmers, may also require supervision. Those responsible for the children must therefore consider the swimming abilities of all children and the appropriate supervision required and heed the advice/instruction of the centre staff.

5.3 **Pool Etiquette**

- 5.3.1 Lifeguards are present on the poolside to ensure swimmer safety.
- 5.3.2 All swimmers during public sessions are asked to show respect for each other and staff.
- 5.3.3 When lane swimming is in operation, swimmers are asked to swim in single file and respect the 'swim clockwise' directive as indicated by signage on the poolside.
- 5.3.4 Lifeguards are NOT present to determine who swims in what lane. This is left to the discretion of each individual swimmer. It is also NOT the responsibility of lifeguards to monitor who swims where, how and why, unless bather safety is being compromised.
- 5.3.5 If any swimmer or customer has an issue or complaint relating to safety, please immediately inform a lifeguard. Any customer who has a complaint or suggestion should bring it to the attention of Centre Management.

5.3.6 Whilst in the pool:

- i. No mask, fins or snorkels are permitted.
- ii. No boisterous behaviour will be tolerated.
- iii. Buoyancy aids and small pool toys are only permitted during family sessions.
- iv. Pay attention to pool depths signs for safe use of the pool.

5.4 Splash Pool

- 5.4.1 Only children of 7 years or under may use the Splash Pool.
- 5.4.2 All children eligible to use the Splash Pool should pay to do so, including those 6 months or under being taken into the water.
- 5.4.3 A maximum of 30 children are allowed in the Splash Pool area at any one time. Capacity numbers are affected by NIE guidelines during Covid. Please check with the centres for current capacity numbers.
- 5.4.4 The Splash Pool is classified as a designated safe area (DSA) and as such is not supervised by lifeguards. Children using the Splash Pool <u>MUST</u> be supervised at all times by a responsible adult. Parents/carers <u>MUST</u> remain in the pool area at all times whilst their child/children are in the facility. Only one adult should accompany a child in the water if they wish to do so, any additional adults must remain in the spectator areas.
- 5.4.5 The Splash Pool may <u>be hired for parties or by groups</u>.

5.5 **Clothing and Equipment when using the pools**

- 5.5.1 All Outdoor footwear must be taken off before entering the Aqua Zone. Seats are provided outside the entrance to the zone to sit on to take off shoes. 'Clean' footwear (flipflops, sliders or sandals) may be used while in the changing area. Please ensure you bring all your belongings into the zone when ready. When leaving the Aqua Zone please remember *not to put your outdoor shoes on* until outside the zone.
- 5.5.2 All swimmers should wear suitable swimwear. Cut-off jeans, other clothing and transparent costumes are not permitted.
- 5.5.3 Tee shirts may only be worn for medical reasons or at the discretion of Management. Rash vests are permissible.
- 5.5.4 It is recommended that loose fitting jewellery such as necklaces and bracelets should be removed before entering Swimming Pools.
- 5.5.5 Masks, flippers, hand paddles and snorkels are not allowed into the pool during public swimming sessions.
- 5.5.6 Swim nappies must be worn by all babies and children who are incontinent or not dry throughout the day. Standard nappies are not suitable or appropriate. Swim nappies may be purchased at Reception.
- 5.5.7 In special circumstances, such as religious reasons, specifically designed swimming costumes covering most of the body, arms, legs and head are permitted at the discretion of Management.

6. Waves Swim Programme (Swimming Lessons)

6.1 Once enrolled in our Waves Swim Programme pupils move continuously to each course until they no longer wish to participate in lessons.
It is the responsibility of the pupil's parent/guardian to inform the centre at the end of a course if they do not wish to continue to the next course. Please refer to points 6.2.9 and 6.3.2.
Pupils who leave and wish to re-enrol must do so along with new pupils at the

Pupils who leave and wish to re-enrol must do so along with new pupils at the beginning of the next available course.

6.2 Membership

- 6.2.1 All pupils are issued with a Waves membership for the purpose of managing their lesson enrolment and payments.
- 6.2.2 **All correspondence is by email** and a valid email address must be supplied for all pupils. It is the customers responsibility to check their emails regularly including spam and junk inboxes.

Direct Debit membership/Paying by Direct Debit

- 6.2.3 Waves Junior DD or Waves Adult DD membership is issued to those who opt to pay monthly by direct debit.
- 6.2.4 The monthly payment due is calculated by the cost of a single lesson multiplied by 39 weeks of lessons from September to June and divided by 10 monthly payments September to June.
- 6.2.5 The monthly payment will remain the same for the programme year which runs from September to June.
- 6.2.6 In the event of a lesson cancellation or bank holiday closure, a single lesson amount will be deducted from the next available direct debit payment.
- 6.2.7 For Waves Junior DD members, the payment will be through a membership account held by their parent/guardian either through an existing centre membership e.g. Fitness, or a Waves Pupil Contact membership for non-members. The Waves Pupil Contact membership is free of charge and for the sole purpose of managing swimming lesson payments.
- 6.2.8 For new entrants to the programme paying by Direct Debit, the first payment will be by cash, allowing immediate start on the course. Once the direct debit instruction is set up, payment will be taken on the first working day of the month and thereafter until the centre is informed that the pupil does not wish to continue into the next course. No payment will be taken in July or August.
- 6.2.9 It is the member's/pupil's responsibility to inform the centre, by the 20th of the month before the end of the current course, if they do not wish to continue into the next course, so that the direct debit payments can be stopped.
- 6.2.10 It is the members responsibility to cancel the direct debit instruction with their bank.
- 6.2.11 Enrolment is for a full course length (8, 9 or 10 weeks) and the whole amount, equivalent to the single lesson cost multiplied by the number of weeks of the course, is due. Direct Debit payments will be adjusted to account for this.
- 6.2.12 Any member who has not paid the full course amount, the debt will remain on the account, and they will be unable to take out further memberships of any type until the debt has been cleared.
- 6.2.13 Members whose Direct Debit payment is returned unpaid will have their Waves membership suspended. An email will be sent to advise that payment has failed. The pupil will be allowed to attend two lessons while the membership is

suspended but will not be permitted to lessons on the third occasion and will be cancelled off the programme.

Cash Membership/Paying by Cash (exceptional circumstances only)

- 6.2.14 A cash payment option is only available in the <u>exceptional circumstance</u> of the parent/guardian not having access to a current account and may be applied for by sending an email to: leisure@ardsandnorthdown.gov.uk.
- 6.2.15 Those permitted to pay in full by cash for each course will be issued with a Waves Junior Cash or Waves Adult Cash membership.
- 6.2.16 Payment by cash will be for the total cost of the course. The payment will provide credits for each week of the course.
- 6.2.17 Waves Cash members cannot be automatically enrolled in the next course unless they have enough credits. Credits can be Topped Up at any time and should be done no later than week 6 of a course. Cash payers can Top Up at reception or by telephoning the complex.
- 6.2.18 Cash payers drop off the system and lose their automatic place if they have not Topped Up before the start of the last lesson. Once the lesson start time has been reached the member no longer has a place on the programme.
- 6.2.19 In the event of a lesson being cancelled cash members have the cancelled lesson credited to them to use on a subsequent course.

6.3 General terms and conditions of membership

- 6.3.1 Refunds are not available on any Waves membership/lesson including where the member does not attend lessons.
- 6.3.2 Notice to stop lessons and cancel a membership must be given to the complex using the Change of Status form available from reception or by email to the complex: leisure@ardsandnorthdown.gov.uk, providing the name, address and membership number of the pupil.
- 6.3.3 For our computer records your photograph will be taken when you apply.
- 6.3.4 The membership card remains the property of Ards and North Down Borough Council. Your card is valuable, please report loss or theft of your card immediately. A fee will be charged for replacement cards.
- 6.3.5 Memberships are non-refundable and will be suspended without refund if misused.
- 6.3.6 Ards and North Down Borough Council reserves the right to alter or cancel lessons and if necessary close the pools. In the event of a lesson not taking place please refer to points 6.2.4 and 6.3.6.
- 6.3.7 Ards and North Down Borough Council reserves the right to refuse an application for membership up to the point of entering the membership on the management system.

6.4 Lessons Assessments, Re-enrolment and Movement

- 6.4.1 All pupils on a current course are automatically enrolled on the next course, including from the April to September course.
- 6.4.2 Lesson assessments take place week 7 or 8 of the course. Only pupils achieving 100% can move to the next level.
- 6.4.3 Pupils not achieving full assessment will remain in the same level, day and time in the next course. Pupils are not notified of this but can check their assessment status on the Swim Portal.

6.4.4 Pupils achieving 100% will be automatically moved to the next level on the same day at the time the lesson takes place. An email will be sent to confirm the new lesson details.

6.5 General terms and conditions of taking part in swimming lessons

- 6.5.1 Baby Wave lessons parents/guardians accompany their child in the pool. The teacher is also in the pool.
- 6.5.2 Toddler Wave lessons the teacher is in the pool. Parents/guardians may stay poolside in the spectator area. In certain circumstances, in the first week a parent/guardian may accompany their child in the water, thereafter it is at the discretion of the teacher if this can be continued.
- 6.5.3 Ripples lessons in the interest of pupils' progress, parents/guardians are only allowed on poolside for 15 minutes in the first and last weeks of lessons.
- 6.5.4 Parents/guardians must remain in the complex during the lesson in the event of an emergency.
- 6.5.5 Changing cubicles must not be held or belongings left in them whilst a child is having lessons.
- 6.5.6 Buggies/push chairs should not be brought to the Aqua Zone but left in the Buggie Park located by the stairs on the Ground Floor
- 6.5.7 Everyone using the Aqua Zone must adhere to the No Outdoor Footwear Policy
- 6.5.8 Swimmers wear goggles at their own discretion but must bring their own goggles when choosing to wear them.
- 6.5.9 Appropriate swimwear for active swimming should be worn.
- 6.5.10 Long hair must be tied back.
- 6.5.11 Loose jewellery should not be worn and it is recommended that fitness watches are not worn as they may be damaged or cause damage to another swimmer.
- 6.5.12 Please ensure young children have visited the toilet before their lesson as teachers are unable to take them to the toilet during lessons.
- 6.5.13 Pupils should not attend lessons if they have had vomiting or diarrhoea in the last 24 hours.

6.6 Free Swims

- 6.6.1 One free swim per week in the Main or Minor pool public sessions is available to all pupils whilst enrolled in a course.
- 6.6.2 The swims can only be taken within the course dates.
- 6.6.3 A valid Waves membership card must be produced at the time of booking.
- 6.6.4 Parents/guardians of pupils aged 4 years or under may swim for free when accompanying the pupil and on production of the pupil's membership card.
- 6.6.5 Free swims are not available to Crash Waves pupils and cannot be used during Christmas and Easter breaks or in July and August.

7. Spa/Health Suite Admissions

- 7.1 Users must be 8 years of age or older.
- 7.2 Juniors (8 to 15 year olds) must be accompanied by an adult of 18 years or older when using the Spa at Ards or Health Suite at Comber.
- 7.3 Juniors using the Spa at Ards Blair Mayne can only use the facilities at the designated Junior times.
- 7.4 Appropriate swimwear must always be worn.
- 7.5 CIMSPA (Chartered Institute of Management for Sport and Physical Activity) guidelines for the use of spa facilities are on display within the spa. Please read and familiarise yourself with these guidelines prior to use of the spa facilities.

8. Gym Admissions

8.1 Leisure Ards and North Down gyms can be used by those aged 11 years or over.

8.2 Health Commitment Statement

- 8.2.1 Before using a gym, users MUST read and sign our Health Commitment Statement to confirm they understand it and agree to abide by it. In the case of a Junior user the parent/guardian must sign to confirm the above. Your health is your responsibility. The management and staff of the centres are dedicated to helping you take every opportunity to enjoy the facilities that we offer.
- 8.2.2 Changes to your health should your health change you must inform a gym staff member as your programme may need to be altered.

8.3 **Gym Inductions**

- 8.3.1 Every new gym member or casual gym user must undergo the initial induction training to ensure they are aware of how to use the facilities and equipment on offer. This includes but is not limited to all cardiovascular equipment including treadmills and resistance equipment including free/loose weights.
- 8.3.2 Casual gym users are required to sign the guest register on every visit.

8.4 Junior users (11 to 15 year olds)

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

8.5 **Gym Etiquette**

- 8.5.1 Customers are expected to dress appropriately for the activity they are taking part in.
- 8.5.2 Customers are responsible for their personal belongings.

- 8.5.3 Please use lockers provided to store kit bags and personal belongings. Kit/training bags are not permitted in the gym.
- 8.5.4 Please have respect for staff and equipment.
- 8.5.5 Do not do any exercise or use equipment that you are unsure of, speak to a member of staff for guidance.
- 8.5.6 For health and safety reasons and to protect the equipment, avoid dropping equipment e.g. dumbbells on the floor.
- 8.5.7 Please report any faulty equipment.
- 8.5.8 Customers are asked to wipe down machines after use with spray and paper towels provided.
- 8.5.9 When you have finished with the free weights, please break them down and replace them in their holders or back on the rack. Do not leave loose plates or bars on the floor.
- 8.5.10 Any drinks taken into the Gym and class areas must be in plastic bottles.
- 8.5.11 Personal Training is only permitted in the Gyms when taken by a AND leisure centre Personal Trainer. Customers requiring advice around health and fitness should speak to the centre's Gym staff who are happy to provide appropriate assistance and guidance.
- 8.5.12 No spectators are allowed in the gym environment.
- 8.5.13 At busy times, limit your time on cardiovascular machines to 20 minutes.
- 8.5.14 If you feel unwell at any time, inform a member of staff immediately.
- 8.6 Booking a gym session

9. Fitness Class Admissions and Etiquette

- 9.1 Only those 16 years old or over are permitted to take part in exercise classes unless otherwise stated.
- 9.2 Arrive at least 5 minutes early. If you are late and miss the warmup, you may not be able to take part in the class for Health and Safety reasons.
- 9.3 Entry to a class once a warmup has commenced is at the discretion of the class instructor, as failing to warm up adequately can lead to serious injury. No refunds can be issued for customers unable to access classes due to late arrival.
- 9.4 Customers are expected to dress appropriately for the activity they are taking part in and are responsible for their personal belongings.
- 9.5 Keep talking to a minimum during the class
- 9.6 If you feel unwell at any time inform the instructor immediately
- 9.7 All class programmes are reviewed on a quarterly basis. Sessions that are poorly attended may be subject to change or removal from the programme, with new sessions being introduced.
- 9.8 Please note that flashing, coloured lights may be in operation during some evening classes.
- 9.9 When using equipment as part of a class please be aware of any placed on the floor beside you when doing other exercises.
- 9.10 **Booking a fitness class.**

10. Booking a Session or Class

- 10.1 Where applicable bookings can be made online, by telephone or in person at a centre.
- 10.1 Advance booking rights.
 Fitness and Spa, Fitness, Spa and Aqua members can book 8 days in advance.
 Resident and Active Ageing members can book 7 days in advance.
 Non-members can book 6 days in advance.
- 10.2 Paying members (Resident and Active Ageing) and non-members must pay for bookings at time of booking.
- 10.3 A booking can be made up to 15 minutes before a session start time.
- 10.4 A booking can be cancelled up to 1 hour before the session start time. Prepaid members, Fitness and Spa, Fitness, Spa or Aqua, can cancel online. Paying members, Resident and Active Ageing and non-members must cancel by telephoning or emailing the centre. Refunds will not be made but the booking will be moved to an alternative date.

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

11 Soft Play Terms and Conditions

- 11.1 Soft Play at Ards is suitable for toddlers to children up to 7 years old, a height restriction of 130cm also applies, staff decision on this is final. Soft Play at Comber is suitable for toddlers to children up to 10 years old.
- 11.2 Children up to 6 months old are free of charge when attending with a paying child.
- 11.3 Sessions are for a minimum of 45 minutes to a maximum of 1 hour.
- 11.4 A maximum of 30 children are allowed in the Soft Play area at any one time. Capacity numbers are affected by NIE guidelines during Covid. Check with the centres for current capacity numbers.
- 11.5 As Soft Play areas are not supervised by staff, parents/carers must remain in the area at all times whilst their child/children are in the facility.
- 11.6 Adults should remain in the parent area and will only be allowed into the play areas to retrieve their child/children.
- 11.7 Shoes cannot be worn in the Soft Play and must be left in the spectator area or shoe rack if provided. Socks must be worn and we advise that legs and arms are covered.
- 11.8 Jewellery, pinned badges, watches, money, toys and other personal possessions must not be taken into Soft Play areas. Removing spectacles is advised. It is recommended that belts with larger buckles, neckties and clothing with neck cords be removed.
- 11.9 Food and drink, including confectionery and chewing gum is not permitted in Soft Play areas.
- 11.10 Children should be encouraged to visit the toilet before using the Soft Play.
- 11.11 If a child has recent injuries, or is unwell, they must not use the facility.
- 11.12 Whilst hiring the Soft Play area for private use, all the above terms and conditions apply. It is the responsibility of the hirer to ensure that the terms and conditions are adhered to. The hirer is also responsible for the behaviour of all the children in their group.

12 Booking a Party

- 12.1 Parties can be booked no later than two weeks in advance of your party date.
- 12.2 Bookings are non-refundable under any circumstances.
- 12.3 Access to your room prior to your party room hire time is not permitted.
- 12.4 The one hour hire time is inclusive of time for changing if using a pool or room set up/take down.
- 12.5 Hot Fast Food is not permitted for self-catering when party food is available to purchase from Parklands café.
- 12.6 Please also refer to our <u>General Terms and Conditions of Hire of Facilities</u>

13 Membership

13.1 Membership Categories

Adult

Available to those 18 years and over

Concession – applies to:

Over 60

Available to those aged 60 and over. Proof of age must be provided at the first time of application only.

Disability

To receive a disability concession membership rate, an original letter, issued within the last 12 months, showing receipt of one of the following must be provided at time of application and renewal:

- Disability Living Allowance (DLA) Highest or Middle rate
- Personal Independence Payment (PIP) Enhanced or Standard Rate
- ESA
- Income Support

Unemployed

Available to those claiming Universal Credit, in receipt of Carers Allowance or Carers Credit. Proof must be provided at the time of application and every six months thereafter.

Student

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

Youth

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

Junior

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

Child add on

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

Corporate

Corporate membership is available to employees or members of our listed <u>Corporate organisations</u>. Employees must provide their pay slip or organisation staff pass and club members notification of their membership, as proof of employment by or membership of the organisation.

- 13.1.1 Where a membership requires proof of eligibility, the membership <u>will not</u> be processed until that proof has been provided. Proof may be photocopied at reception when making an application or be emailed to <u>leisure@ardsandnorthdown.gov.uk</u> for Ards, <u>comberlc@ardsandnorthdown.gov.uk</u> or <u>portaferrysc@ardsandnorthdown.gov.uk</u>.
- 13.1.2 Proof of age must be provided on an official document or card e.g. a passport, birth certificate, drivers licence or bus pass.

13.2 General Terms and Conditions of Membership

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

13.2.5 It is the members responsibility to cancel the Direct Debit instruction with their bank.

- 13.2.6 Renewing Cash Membership Cash memberships are renewed by filling in a Change of Status form at the centre, appropriate proof of status, if required, must be provided when renewing.
 As of 1 April 2020, existing members who renew within 7 days of their membership expiry date, can renew at the lower annual price.
- 13.2.7 **Refunds are not available on any membership** including where the member chooses not to attend the centres.
- 13.2.8 Changes to Membership Members may change their membership type or category by completing a Change of Status Form, available from reception. Any change made to Direct Debit membership will be affected at the subsequent Direct Debit run. Cash payers will not be given a refund on downgraded membership.
- 13.2.9 At Home An 'At Home' facility is available to members who are unable to use their membership and wish to have their membership suspended for a period of time. The At Home facility can be applied for a maximum of three consecutive months, once in a twelve month period. Granting of At Home status is at the discretion of Management.
- 13.2.10 For our computer records your photograph will be taken when you apply.
- 13.2.11 All members must have their card swiped and collect their receipt from the kiosk (where available) or reception, including when pre-booked. Receipts must be handed to the instructor or attendant where appropriate.

- 13.2.12 The membership card remains the property of Ards and North Down Borough Council. Your card is valuable, please report loss or theft of your card immediately. A fee will be charged for replacement cards.
- 13.2.13 Memberships are non-refundable and will be suspended without refund if misused.
- 13.2.14 All sessions covered by your memberships are subject to availability.
- 13.2.15 Ards and North Down Borough Council reserves the right to alter or cancel sessions and to shut areas of the centre for essential repair and maintenance when necessary. Your membership can be used at the Ards, Comber and Portaferry centres as applicable, therefore refunds will not be made should any of the facilities need to be closed for whatever reason. An exception to this is the Spa in Ards Blair Mayne Wellbeing and Leisure Complex for which Fitness and Aqua members will have to pay the casual price.
- 13.2.16 Ards and North Down Borough Council reserves the right to refuse an application for membership up to the point of entering the membership on the management system.
- 13.2.17 Changes to your health during the term of your membership, should your health change you must inform a gym staff member as your programme may need to be altered.

14 Facility Hire by Clubs and Organisations

Please refer to the Special Terms and Conditions due to Covid

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

result in the withdrawal of facilities and the possibility of legal proceedings to recoup the outstanding amount owed.

14.13 Invoices must be paid within 30 days of date of the invoice. Payments must be made out to 'Ards and North Down Borough Council'. Bookings, other than extended let bookings which receive VAT exemption, must give a minimum of 24 hours' notice for cancellations, if said notice is less than 24 hours, bookings will still be billed in full for the booking.

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

- 1. The series consists of 10 or more sessions.
- 2. Each session is for the same sport or activity.
- 3. Each session is in the same place. This condition is still met where a different pitch, court or lane is used (or a different number of pitches, courts or lanes), as long as these are at the same facility.
- 4. The interval between each session is at least 1 day but not more than 14 days (for an interval to be at least 1 day, 24 hours must elapse between the start of each session). The duration of the sessions may be varied. There is no exception for intervals greater than 14 days through the closure of the facility for any reason. Intervals between bookings greater than 14 days will not be permitted to avail of VAT exemption.
- 5. HMRC states bookings which avail of VAT exemption must be paid in full at the time of booking, cancellations after the bookings have been confirmed cannot be made. Ards and North Down Council permits Leisure to manage VAT exempt bookings as detailed:

The extended-let booking procedure relating specifically to VAT exemption includes the following - at the time of booking, the hirer informs the centre which dates they do not require during the booking period, when the booking dates have been confirmed, at the time of booking, the hirer is then not permitted to make any further cancellations. The reason for this is extended-let bookings avail of discount relating to VAT, the HMRC details the booking should be paid in advance and at the time of the booking, however, Council authorised leisure to change this so clubs and hirers are not penalised. This ensures clubs and other bookings can avail of the VAT exemption; however, it also ensures Leisure is not in breach of HMRC rules as clubs and other bookings are not permitted to cancel bookings after the bookings have commenced due to the discount received.

- 6. The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league.
- 7. The person to whom the facilities are let has exclusive use of them during the sessions.

15 General Terms and Conditions of Facility Hire

Please refer to the Special Terms and Conditions due to Covid

'The Council' means Ards and North Down Borough Council

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

- 15.1 The Council reserves the right to refuse any application for hire and to refuse the entry of any person or persons to its facilities.
- 15.2 Payment for hire of facilities must be made on demand. Failure to pay will result in the withdrawal of facilities and the possibility of legal proceedings to recoup the outstanding amount owed.
- 15.3 The Hirer undertakes:
 - i. to manage and conduct the particular event or series of events so as not to injure the reputation of the Council.
 - ii. to provide adequate stewards for the supervision and control of all visitors and participants and ensure the safety and proper behaviour of all persons.
 - iii. to take sole responsibility for the organisation and running of any event within the terms and conditions of hire.
 - iv. to comply with all instructions given by representatives of the Council.
 - v. to leave the facility hired clean, tidy and in good repair and to compensate the Council on demand for any damage caused.
 - vi. not to sub-let the hired facility/facilities.
 - vii. to indemnify the Council against all claims arising out of the hire of the facilities.
 - viii. to provide proof of insurance if requested by the Council management.
 - ix. not to allow any activity or behaviour which may invalidate the Council's insurance policy.
 - x. not to use the hired facility for any activity not specified on the booking form.
 - xi. not to display any advertising without prior consent of the representative of the Council.
 - xii. not to permit games of chance, sweepstakes, lotteries or any betting without prior consent of the Council.
 - xiii. to conform with any and all Child Protection Legislation:
 - Not to permit the use of any photographic equipment without prior permission from the Council.
 - To ensure that all party organisers sign the register at reception on the day of the party if they wish to take photographs.
 - To ensure that anyone wishing to take photographs at a party obtains parents' permission before doing so.
 - To ensure that photographic equipment of any kind is not used in any changing areas.

xiv. to conform to all Council Bye-Laws.

15.4 In the event of the Hirer cancelling their booking the Council reserves the right to charge the Hirer in full. Bookings, other than extended let bookings (see Section 10.12) which receive VAT exemption, must give a minimum of 24 hours' notice for cancellations, if said notice is less than 24 hours, bookings will still be billed in full for the booking.

- 15.5 The Council reserves the right to withdraw the use of facilities from the Hirer should it deem it necessary to do so.
- 15.6 The Council reserves the right to shut facilities for essential repair and maintenance when necessary. In such circumstances only payments already made will be refunded.

16. Customer Charter

Ards and North Down Leisure is committed to:

- Promoting equality, fairness, dignity and respect in the treatment of both its staff and customers and ensuring equality in relation to access to its facilities and services.
- Ensuring so far as is reasonably practical, a safe environment for the users of and visitors to its facilities.
- Providing clean and welcoming facilities for its customers.
- Providing a varied and balanced range of activities and programmes to its users.
- Consulting with and reacting to its customer needs and wants so far as is reasonably practical.
- Encouraging and recording customer comments and complaints through the comment/complaint system and replying to these comments and complaints in a satisfactory and timely manner.
- Providing high quality services at affordable costs.

In return we expect you to:

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

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

17. Special Terms and Conditions due to Covid

17.1 General Safety Procedures

All centres operate social distancing of one metre throughout the buildings.

One way systems should be followed where in place and you should keep to the left.

Face coverings should be worn when walking through the centres to and from an activity. They do not need to be worn while taking part in activities.

Lift must only be used by one person at a time or by a family bubble.

Hand sanitizer should be used where provided.

17.2 Memberships

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

If an extension to the length of membership is appropriate it will be offered following a calculation of the monetary value of the loss of service or part thereof and applied accordingly.

If this is deemed unacceptable the member can make a formal application in writing stating the specific circumstnces why their application should be considered outside of our normal procedures.

Refunds will be made for full calendar months only and not parts of.

Any request for a refund of a membership which has less than two months to run will not be considered under any circumstances.

17.3 Buddycard Scheme

Currently the centres will accept a valid Blue Badge issued by the Department for Infrastructure in place of a verifier's signature.

17.4 Hire of Facilities

Permitted numbers for each facility is listed in the table below. Capacity is given for normal (pre Covid), one metre and two metre distancing.

Hirers must follow the Northern Ireland Executive guidelines applicable at the time the booking is taking place.

The guidance from the NI Executive states that the hirer can have pre-Covid capacity numbers on provision of their own risk assessment.

The risk assessment must show that each individual attending has had a double vaccination and booster (as applicable) and has completed a lateral flow test showing a negative result prior to attending the booking.

It is the responsibility of the hirer to enforce the NI Executive guidelines under their own risk assessment and not the responsibility of Council operating the facilities e.g. leisure.

Below is a table of facility capacity with adjustments for one and two metre social distancing.

Ards Blair Mayne	pre Covid capacity	1 metre capacity	2 metre capacity
Dusty Millar room	50	25	15
Function Room	50	25	15
Party Room 1	30	25	15
Party Room 2	30	25	15
Sports Hall	500+	100	60
Dome	500+	100	60
Studio 1 or 2	30	22	15
Studios 1 & 2 combined	60	44	30
Studio 3	25	20	15
Main Pool	100	70	18
Main Pool poolside (Gala)	30	0	0
Main Pool viewing gallery	200	80	15
Minor Pool	50	30	15
Splash Pool	30	25	20
Soft Play (*including adults)	30	25*	20*

Comber Leisure Centre

Scrabo Room	30	20	10
Enler Room	30	20	10
Sports Hall	60	40	30
Studio	21	16	11

Londonderry Park

Function Room 1	60	36	14
Function Room 2 (half)	60	36	12
Function Room 2 (whole)	130	68	26

Portaferry Sports Centre

Sports Hall	150	50	20