



VITALITY MEMBERSHIP TERMS AND CONDITIONS

1.0 TERMS AND CONDITIONS

Vitality Membership and activities are provided by Lisburn & Castlereagh City Council (LCCC) and other partner organisations.

This agreement is made on the terms set out below between Lisburn & Castlereagh City Council, 1 The Island, Lisburn BT27 4RL, (“we” and “us”) and “you” the member named and any family members named on the membership form. On joining the membership, or when booking certain activities, you may be asked to complete a medical questionnaire which is designed to help you. Please disclose any condition which you or a medical practitioner may consider to affect your ability to use our facilities safely and correctly. You may also be required to complete an induction before using some facilities.

By signing this agreement, you warrant, declare and acknowledge that:

1.1 The information given by you on entering into this agreement is correct and will be relied upon by us.

1.2 To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, well-being or physical condition. Further, that you will advise us immediately should your circumstances change.

1.3 This agreement will become binding upon both parties once it is countersigned or completed as an online membership form.

2.0 IMPORTANT – USE OF YOUR INFORMATION

You have the right to know how we use your personal information. We may send you information about products and services of ours, however we will NOT pass your details to

other companies for marketing purposes without your prior consent. You have the right to stop us contacting you for these purposes. To stop receiving any marketing/promotional information, email: leisureplex@lisburncastlereagh.gov.uk. If you have supplied us with an email, we will contact you by email when we correspond with you.

3.0 YOUR OBLIGATIONS

3.1 To observe all health and safety rules ensuring equipment and facilities are used in accordance with all safety instructions.

3.2 Not to abuse the equipment or facilities and to conduct yourself in an orderly manner so as not to interfere with other members' use of the facilities.

3.3 Not to abuse or misuse your membership for personal benefit or for the benefit of others.

3.4 To treat facilities, equipment, staff and other members with respect.

4.0 YOUR CHILDREN

Children refers to anyone under 18 years.

Specific restriction apply to certain activities.

For some activities adult supervision is required – health and safety rules will apply. For further details relating to the Safeguarding of Children & Adults at Risk visit www.theleisureplex.com or www.theicebowl.com.

5.0 PRINCIPAL TERMS

5.1 This agreement commences once the lead party has signed the membership form or completed an online membership form. It is the responsibility of the lead party to inform the other members the content of these terms and conditions and make them aware of the privacy policy.

5.2 You will be entitled to all the rights and privileges exercisable for the type of membership chosen.

5.3 You cannot transfer this agreement to anyone else. You must not allow anyone else to use your card or your membership number. If you allow your card to be used by any other persons, your membership will be cancelled without refund of any fees. Other sanctions may apply at the discretion of the facility management.

5.4 Proof of Identification, address and date of birth is required before joining or on the first visit to a facility. For all concession membership types, proof of right to that concession is required prior to your first use. For certain concession memberships, proof of validity to still hold that concession status must be provided periodically as required by us. If your entitlement changes, you must inform us immediately.

6.0 FEES AND CHARGES

6.1 All monthly Memberships are subject to a pro rata amount which is payable immediately and is not refundable in any circumstances. The pro rata fee is payable to cover your membership from the date of membership stating until the first Direct Debit payment.

6.2 The Direct Debit Payment amount is due from you to us. You are obligated to make the Direct Debit Payments stated with the first one being paid on the 1st Direct Debit Payment date and then every month thereafter. For the avoidance of debt you are obligated to make every Direct Debit Payment regardless of non-attendance, whatever the reason for non-attendance may be.

6.3 If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, your membership may be subject to cancellation and we will take action to recover any outstanding monies owed.

6.4 You agree to advise us immediately of any change to the Member or Direct Debit details provided. It is your responsibility to keep us updated.

6.5 If you fail to pay any amount due under this agreement for a period of more than thirty days, we will take action to recover any outstanding monies owed and you may be charged additional costs incurred by us in doing so.

6.6 All Membership prices are reviewed periodically. If your fees are paid by Direct Debit and are due to be changed we will notify you at least 10 working days in advance by email and/or letter as per our Direct Debit guarantee.

6.7 Direct Debit collection will be administered by our partner Legend Leisure Services who are a fully licensed BACs Approved Bureau. Direct debit collections will appear as “Lisburn & Castlereagh City Council” on your bank statement. Enquiries about Direct Debit payments should be raised with your bank or by contacting your home club.

7.0 CANCELLATION

7.1 In order to cancel your monthly membership payment, you must cancel your direct debit mandate directly with your bank ensuring a minimum of 14 days’ notice has been given. At the same time, you must inform us with 14 days’ notice of your intension to cancel membership.

8.0 GENERAL TERMS

8.1 If we agree to take no action or no immediate action against you for any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement if you fail to abide by any arrangement entered into with us in respect of the same.

8.2 This agreement is governed by the laws of Northern Ireland.

8.3 We may terminate this agreement with immediate effect without notice on you if you are in breach of the leisure centre rules or user guidelines. In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.

8.4 We and our employees will not be liable in any way for the loss of, damage to, or theft of property of members or guests or for personal injury to, or death of, any member or guest.

8.5 We may sometimes need to postpone, alter, cancel or introduce new activities temporarily or permanently at any time for any reason and/or to withdraw equipment

and/or facilities for any reason including but not limited to maintenance, repair and alteration. Due to health and safety the Council may have to restrict admission due to high admission numbers. We will not reduce or refund any fees because of or in response to such unavailability of facilities, but if we make significant change you can cancel your agreement by giving 14 days-notice.

8.6 Abuse of booking privileges may lead to the Council cancelling your membership.

9.0 GENERAL MEMBERSHIP CONDITIONS

9.1 All Vitality Members must produce a valid membership card in advance of taking part in any activity, class etc.

9.2 All members over 5 years must have an accompanying photograph taken/provided to validate their membership card.

9.3 Vitality Membership is subject to all members adhering to the rules in place at all facilities and management have the right to refuse admission or request that a customer leave a facility.

9.4 In order to help provide the safest possible environment for children to enjoy the many benefits of swimming, the following adult to child supervision ratios apply to the pools at Lagan Valley LeisurePlex.

Child Admissions Policy to Lagan Valley LeisurePlex Pools – The parents/carers of all children using the pools should note;

- All children under 4 years of age must be accompanied by a responsible adult / person (over 16 years), on a one to one basis, when using the competition, diving and leisure pools.
- Children aged between 4 – 7 years must be accompanied by a responsible adult / person (over 16 years), with a **maximum of 2 children being supervised by 1 adult.**
- The requirements of the Child Admission Policy means that for example, one adult will not be able to gain admission to the water with three children under 8 years, and that a child under 4 years and one between 4 – 7 years must be accompanied by 2 responsible adults.
- **Aqualand/Lazy River and Adult & Child Sessions in Learner Pool** - During these *Controlled* sessions one responsible adult over 16 years of age can accompany a maximum of 2 children under 8 years into the water.

- Children must be 8+ years and able to swim without aids to be allowed in any pool at Lagan Valley LeisurePlex without adult supervision.

9.5 We may on occasion need to postpone, alter, cancel or introduce new activities on a temporary or permanent basis at any time for any reason, including in response to customer feedback or lack of customer support.

9.6 A valid membership cards must be produced by all members when using a facility.

9.7 Lost Membership Cards - A £5 replacement fee will be charged to replace a Membership Card.

9.8 Members who allow a non-member to deliberately make use of their membership card will have their membership suspended/terminated.

9.9 All eligible classes, sessions etc. are available subject to demand/capacity and places will be allocated on a *first come* basis.

9.10 Only members over 12 years will be able to make online bookings.

9.11 Customers are not permitted to either enter the facilities or take part in any activities whilst under the influence of alcohol or illegal drugs.

9.12 The taking of photographic or video imagery is not permitted in all pool, changing and toilet areas. If you wish to take a photograph in other areas of a particular centre then you should first report to the main reception desk at the relevant facility.

9.12 Smoking is not permitted in all Lisburn & Castlereagh City Council facilities, this includes the use of e-cigarettes.

9.13 Members who make an advance booking (in person or online) for an activity or sessions and then fail to attend without cancelling this booking in advance may have their facility to make advance bookings terminated or suspended.

9.14 If a member plays a non-member at any activity the non-member will have to pay the appropriate fee.

10.0 DATA PROTECTION

We are committed to respecting your privacy. LCCC will adhere to all GDPR legislation. Please see our Privacy Policy by visiting www.theleisureplex.com or www.theicebowl.com.

11.0 PHOTOGRAPHY

We use digital photo capture of members' images for the purpose of identifying the member when using their membership swipe card in Council facilities.

The person signing the membership form or completing the on-line membership form consents to the unremunerated use of the photographic images for the purpose of member identification both of themselves and in the case of household membership anyone included in their household membership (including all children aged 5-17 years).

12.0 GENERAL CONTACT DETAILS - If you have any queries about your membership or direct debit, please contact a Member of Staff dealing with membership.