

Rules and Regulations applying to all members

Interpretation:

In these Rules, published by the School the following definitions apply:

- a) “The Manager” means the Recreation Centre Manager or the appointed deputy.
- b) “The School” means the King’s School, Canterbury.
- c) “The Centre” means the main School Recreation Centre Building, the Netball and all-weather Hockey pitches and all surrounding grounds (including car parks) at Blore’s Piece, Canterbury, owned and operated by the School.
- d) “Users” means any Member or other person using the Centre or any of its facilities whether or not any charge has been paid, and includes a spectator.
- e) “Rules” means the rules and regulations set out below binding upon all users of the Centre as may be varied from time to time.
- f) “Fees” means the sums required to be paid by a Member to the School for the respective category of Membership in order to allow the Member limited licence to access the Centre and its facilities subject to these Rules and the relevant terms of a category of Membership as may be set from time to time.
- g) “Membership” means the limited entitlement to use of the Centre facilities subject to any published terms and conditions of their requested membership category, availability of classes and facilities and always subject to these Rules.

APPLICABILITY & MEMBERSHIP

- a) Access to and use of the Centre facilities is subject to these Rules, all Users acknowledge that the Rules are publically displayed at the Centre Reception. Users are only permitted access to the Centre and its facilities on the basis that they agree to observe these Rules at all times. Any Users limited licence to access and remain at the Centre shall be subject at all times to the discretion of the Manager, whose decision shall be final.
- b) The Rules may be reasonably varied by publically displaying notice of variation on the Centre reception notice board at any time, any terms and conditions which may relate to particular category of Membership may be varied on not less than 30 days’ notice by publically displaying notice of variation on the Centre reception notice board.
- c) All Users may be required at any time to provide proof of identity.
- d) Acceptance of an application for Membership at the Centre is at our absolute discretion (although we will exercise our discretion reasonably and in compliance with applicable laws). Membership may be terminated or suspended at any time in the Managers entire discretion without the necessity of providing a reason.
- e) Applications for membership must be made on the official Application Form and must be accompanied by the appropriate Fee, renewal of Membership shall be subject to the Managers discretion and subject to payment of any then prevailing Fees for the relevant category of Membership. Refunds will only be considered in exceptional circumstances.
- f) Membership does not include admission to any event which the Manager designates as special events.
- g) All Fees must be paid prior to commencing the use of any facility and membership cards must be retained and produced to any member of the Centre staff on demand.
- h) Members may request the freezing of their Membership, if the Manager agrees to freeze Membership for reasons such as illness, injury, family or location related reasons, if the Manager exercises their discretion the Membership may be frozen for a minimum period

of X months and a maximum period of Y months. The Member Fees for the frozen period will be either returned on a pro-rata basis (less an administration charge) or held against future Fees upon the account being un-frozen.

- i) Unless otherwise agreed Membership runs annually and may not be cancelled, unless you provide notice in writing within 14 days of joining.

MEMBERSHIP CARD

- a) A Membership Card will be issued to each Member following acceptance of application and payment of any Fees due when they become a Member.
- b) There is a fee (as set out in the relevant, then current, centre price list) for replacement of lost, stolen, or damaged cards.
- c). Each Member must have his/her card swiped for security and verification on each visit to the Centre before proceeding into the centre. Any Member attending the centre without a valid Membership Card may be asked for proof of identification, and may be required to leave if relevant evidence is not provided to the satisfaction of the Manager.
- d). A Member must not lend his Membership Card to anyone else as Membership is personal and covers only the Member's use of the Centre.

GUESTS AND VISITORS

- a) The Manager may at its discretion allow Members to bring guests into the Centre (guests shall be bound by these Rules as Users), Members must accompany their guest at all times, and the Member who brings the guest remains responsible for their guest's conduct whilst they are in a Centre. The Member may not leave the Centre prior to their guest's departure.
- b) A Member who has been allowed to "freeze" his/her Membership will not be allowed access to the Centre (including as a guest).
- c) Members must ensure their guests pay the appropriate guest fee, or surrender a valid guest pass (if applicable) before accompanying them into a Centre.
- d) Members must ensure that their guests comply with these Rules.

GENERAL

- a) Opening times for the Centre will be available at reception and on the website.
- b) You are respectfully requested to leave the gymnasium and pool with sufficient time to enable you to use the showering and changing facilities if desired, and it is a requirement that you leave the Centre premises punctually at the time of closing. The Centre facilities will close at the advertised closing time with the exception of any private functions.
- c) You may not bring pets (other than guide dogs) onto the Centre premises.
- d). You must not take any photography or movie shots in the Centre (including by use of a camera on a mobile phone or PDA), without the managers permission. Anyone requesting permission to take photography or movie in and around the Centre must sign the disclaimer book held behind reception and adhere strictly to any limitation imposed by the Manager (including allowing images to be inspected and providing copies if required).
- e) You must not consume any food or drink in the Centre that you have brought in from outside the Centre.
- f) The Manager is empowered to alter opening times and membership Fees, activity Fees and hire charges upon placing a notice to that effect in Reception area one month in advance of such alteration.
- G) The Manager reserves the right to close or alter all or any part of the Centre at any time when considered appropriate including for repair, maintenance or use for a special event. Not all facilities will be available during all opening hours.

LIMIT OF LIABILITY

Save that nothing in these Rules or any terms of Membership shall limit or exclude the School's liability for fraud or fraudulent misrepresentation or death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors, the School shall under no circumstances whatever be liable to a User, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with use of, or access to the Centre or Membership; and the School's total liability to a User in respect of all other losses arising under or in connection with use of or access to the Centre or Membership, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £200.00 or the Members respective annual Membership Fee whichever is the greater.

FITNESS USE

- a) You must complete a Pre-Activity Questionnaire before using any fitness facilities. While using the Centre facilities, all Users accept that they are responsible for their condition and state of health.
- b) You should seek instruction before using unfamiliar equipment.
- c) Appropriate clean exercise clothing and shoes must be worn whilst exercising.
- d) Gymnasium equipment must not be used for longer than 15 minutes during busy periods.
- e) You are asked to wipe down fitness equipment after use.
- f) You are asked to arrive at the gym five (5) minutes prior to any personal training or induction appointments. We reserve the right to refuse to re-book an appointment for you if you repeatedly cancel (with less than 24 hours' notice) or fail to keep an appointment for services and/or exercise programmes.
- g) You may not use the gym while under the influence of alcohol, anticoagulants, antihistamines, beta-blockers, narcotics, tranquilizers or any medication or other substance which may affect your ability to exercise safely.

STUDIO CLASSES

- a). You must pre-book classes to ensure your participation in them.
- b). Class timetables and instructors are subject to change from time to time without notice.
- c) You are requested not to open the doors while a class is in progress, as this may interfere with the operation of the air-conditioning system and disrupt other participants.
- d). In order to avoid disturbing classes, you are requested to arrive in good time. Entrance to classes will be barred to anyone arriving more than five (5) minutes late.
- e). An instructor may, at any time, ask you to leave a class if you are jeopardising the safety or enjoyment of others.

BEHAVIOUR & DRESS

- a) You should conduct yourself in a quiet and well-mannered fashion when in or around the Centre, and in a manner that will not disturb or impair the use and enjoyment of the Centre by any other person. In particular you may not use foul, loud, or abusive language, nor will you behave in a threatening manner. nor will you molest, or harass, other Members, guests, visitors, or Members of staff. You may not bring, use, or be under the influence of illegal drugs in any part of a Centre. You may not bring any intoxicating liquor into a Centre or be drunk in the Centre.
- b) We may terminate or suspend your Membership (if applicable) and in any event may refuse you entry into the Centre, or eject you from the Centre, if you commit any serious breach of these Rules, the terms of your Membership, or if you engage in any serious misconduct, which in the Managers reasonable opinion, is damaging to the reputation or interests of the School or is

deemed offensive to other Users or Centre staff. The Manager retains a discretion to terminate or suspend Membership or any use of the Centre in their entire discretion.

commit any breach of these Rules, the terms of your Membership contract (if applicable), or if you engage in any other serious misconduct.

c) Members of the Centre, their guests, visitors, and members of staff should at all times display mutual respect for each other.

d) Complaints should be communicated privately to a member of management, or in writing through the suggestion/comments boxes provided in the centre, or by post to the Centre General Manager.

e) Smoking is prohibited in any area of the Centre including the use of e-cigarettes or similar devices.

f) You must be dressed in suitable attire at all times when on the Centre premises, and appropriate exercise clothing is required whilst exercising at the Centre. Guidance as to suitable attire may be obtained from the Centre Manager who may, at his/her discretion, require you to leave the Centre premises or part of a Centre premises, if your attire is not considered suitable.

g) Only one individual is permitted in a shower cubicle at any one time (with the exception of a parent or guardian who may take his/her own child aged up to 7 years into a shower cubicle with him/her).

h) Only non-marking shoes can be worn on our indoor courts.

LOCKERS

a) Lockers are made available subject to availability. The Centre does not undertake that use of a locker will guarantee that no theft of or damage to your property will occur. We will not accept any liability in relation to locker thefts unless they result from our negligence. You should check that your household contents or other insurance policy protects you against any risk of theft.

b) Lockers may only be used for the purposes of keeping gym kit, toiletries, and the clothing that you were wearing when you came to a Centre. The keeping of any other items in a Centre's lockers is prohibited. If the Centre has reasonable grounds to suspect that a locker is being used in breach of this Rule, The King's School reserves the right to open the locker in question (by force if necessary) and remove any offending items.

c) With the exception of any designated private lockers, lockers are available for use only while you are on the premises. Use of a locker (other than any designated private lockers) while not on the premises is prohibited. If you leave your belongings overnight in a locker (other than in any designated private locker), The Kings School reserves the right to open the locker (by force if necessary) and remove your belongings.

d) Your belongings, so removed, will be available for collection from Reception for a period of thirty (30) days, upon payment of the prevailing holding charge. If you do not collect your belongings within thirty (30) days, your belongings may be donated to charity.

CAR PARKING

a) Our car park may only be used by Members, guests, and visitors while they are on the premises. You may not leave your car in our car park at any other time (for example, you may not leave it there following a Centre visit while you go shopping elsewhere).

b) No unauthorised parking is permitted on the premises. Where car parking spaces are designated for use by Members, cars must be parked properly in such spaces or they will be clamped and a fee may be charged (where applicable) for removal of the clamp.

BICYCLES

Bicycles must be parked in the racks provided. It is strongly recommended that bicycles are securely locked preferably with a "D" type lock. The School cannot accept any responsibility for any damage or theft.

SWIMMING POOL

For reasons of health, safety and hygiene you must:

- (a) obey the instructions of our lifeguards;
- (b) always shower before entering the sauna, steam room, or swimming pool;
- (c) not consume, store, or bring into the changing rooms or swimming pool area, any food or drink or any kind of glass container;
- (d) only shave in the wash basins provided;
- (e) not attempt to dry clothes or towels in the sauna
- (f) You must: (a) wear long hair tied up, or in a swimming cap whilst in the swimming pool; (b) not run around, jump or dive into the swimming pool; (c) comply with any swimming direction posted in the swimming pool area; (d) wear conventional swimming costumes only.
- g) All lifeguards on duty in the pool are responsible for the safety of the bathers and their instructions must be followed at all times.
- h) No ball games or large recreational floats will be allowed in the pool after 6pm.
- i) For safety reasons it may from time to time be necessary to introduce a session system in the pool. The minimum time in the water will, however be one hour.
- j) Children or infants below the age of 4 years shall at all times be accompanied by a responsible adult/parent on a ratio of 1 adult for each child. Children aged between 4-7years must be accompanied by a responsible person on a 3-1 ratio. No child under the age of 16 is allowed in the pool area unattended by a responsible person. A responsible person must be at least 16years old, must go into the pool with the children. Whilst in the pool they must maintain a constant watch of the children they are accompanying and in close contact with those that are weak or non-swimmers.

TENNIS

All tennis players including visitors shall, as a condition of admission, accept and be bound by the Rules and Disciplinary Code of the LTA and the General Rules and Constitution of the Kent County LTA and shall also accept that the Contracts (Rights of Third Parties) Act 1999 applies to the agreement and the LTA and the County may enforce any breach thereof.

HEALTH & SAFETY

- a) Fire exits, which are clearly marked, are there in the interests of safety and you must not interfere with fire doors for any reason.
- b) You must read the health & safety notices posted outside any equipment or facility rooms in the Centre and comply with their recommendations.
- c) You must comply with any reasonable requests made by the members of staff in relation to matters of health and safety.

BOOKINGS

- a) Bookings may only be made between 07.30 and 21.00.
- b) Platinum, Gold and Silver Member's bookings for Squash, Badminton, Tennis and Table Tennis may be made in person or by telephone up to seven days in advance.
- c) Platinum, Gold and Silver Member's bookings for Fitness Classes may be made in person or by telephone up to 21 days in advance. Full payment must be made at time of booking.
- d) No more than a one and a half hour session per day may be booked.

- e) Members may transfer one class payment, providing that the correct amount of notification has been given prior to the start of the class. (more than 24 hours).
- f) If you are taking part in a class for the first time, please ensure you arrive 10 minutes prior to the start of the class, therefore enabling the instructor to run through class structure and set up's with you.
- g) All other bookings should be made by arrangement with the Centre Manger.
- h) Hire of the Sports Hall or Restaurant/Bar may be made up to 12 months in advance, by arrangement with the Centre Manager.
- i) All Members will pay the court hire fee (if fee applicable) of the highest membership category on court.
- j) Any member bringing non-member/s to the Centre must report to reception and pay a daily membership fee for each non-member. (The cost of the daily membership fee maybe increased by the Centre after a one month notification period has been given). The daily membership fee may vary depending on what activity is being used.

CANCELLATIONS

Classes

- (a) If you cancel more than 24 hours beforehand, there will be no charge
- (b) If you cancel less than 24 hours beforehand, the full session fee will be charged – unless your space is filled by another member.
- (c) If you simply don't turn up, you will be charged the full session fee.

Courts

- (a) If you cancel more than 24 hours beforehand, there will be no charge.
- (b) If you cancel less than 24 hours beforehand, there will be a charge.
- (c) If you simply don't turn up, a no-show fee will be charged.
- (d) If you persistently fail to turn up, your booking rights may be suspended.

Lessons/ personal training

- (a) If you cancel more than 24 hours beforehand, there will be no charge.
- (b) If you cancel less than 24 hours beforehand, the full lesson price will be charged.

Courses

Refunds will only be considered in exceptional circumstances, by applying in writing, to the Centre Manager. No refunds will be given within 21 days of the start of an educational course. It may be possible to transfer to a future course which will incur an administration fee of £25.00.

Swimming lesson refunds will only be given in exceptional circumstances. All requests for a refund of course fees must be put in writing to the Centre Manager. If cancellation is due to illness then the letter must be accompanied by a doctor's note. If the Centre Manager agrees to a refund, the following policy will be implemented:

Notice given before the course start date	% of course fee refunded
More than 30 days	90%
From 29 - 20 days	70%
From 19 - 10 days	50%
From 9 - 1 days	30%

No refunds thereafter, except in the case of a doctor's note presented to the Centre Manager.
All refunds are at the managers discretion.

All bookings are accepted on the understanding that any regulations made by the tutor / Centre for the safety and convenience of those using the facility will be observed.

The King's School reserves the right to cancel any course if numbers are insufficient, in which case a full refund will be made.

Would all candidates please note that anyone with a learning or other disability must advise both ourselves and the ASA Educational Office, which should be in the form of a written statement from doctor/clinic etc. Extra time maybe allowed in the written tests at the discretion of the ASA. Please let us know well in advance before the start of a course so that verified evidence can be forwarded to the ASA for approval.

DISCLAIMER OF RESPONSIBILITY FOR ACCIDENT LOSS OR DAMAGE

Users are admitted to the centre entirely at their own risk. Accordingly, the School does not accept responsibility for any loss or damage to a user's property or for accident or injury (including death) to any user or other person in the Centre.

No accident must be reported immediately to the Manager

LIABILITY FOR DAMAGE

Users of the Centre shall not cause damage or misuse any Centre facility or equipment. Any user causing damage or loss will be required to pay for the full reinstatement or replacement of same.

USERS UNDER 16

Users under sixteen years of age (including Members) will not be admitted to the Centre after 7pm unless accompanied by a person over the age of eighteen years. Proof of age will be required and this regulation strictly enforced. Children under the age of 16 must not be left unaccompanied by an adult, unless they are taking part in a structured Centre activity.

TEACHING FOR REWARD

No person shall teach for reward any form of activity to any person in the Centre except by express permission of the Manager.

FIRE DRILL

The Manager reserves the right to hold practice fire drills from time to time in order to test the procedure for clearing the Centre in case of emergency. Unauthorised use of the fire doors, fire exits or fire hoses will result in immediate expulsion from the Centre and renders the Member liable for cancellation of membership.

LOTTERIES AND THE LIKE

No sweepstake, raffle or other form of lottery shall be promoted, conducted or held at the Centre without the prior written consent of the Manager.

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