

Definitions

"RSSC" means Rugby School Sports Centre, Horton Crescent, Rugby CV22 5DJ

"RSEL" "We" means Rugby School Enterprises Limited including

"RSEL premises" means any facility on Rugby School and Bilton Grange campus site.

"booking" means any Class, Course or Activity which is booked at RSEL premises by a Client

"Client" "You" "Your" means the person, member, organisation or company booking any activities, Classes, Courses or lessons at RSSC (whether directly or through an agent);

"Class" means any Class listed on our Class timetable

"Course" means any booked Course listed on our website or any Activity coached or instructed by RSEL employees over a series of sessions.

"Activity" means any single or series of facility hired on RSEL premises.

"Birthday party" means facilities booked on RSEL premises with the party packages detailed on our website.

"Swim School" means any booked lessons coached or instructed by RSEL employees over a single or series of sessions.

1. Introduction

1.1 Your agreement is with us, Rugby School Enterprises Limited (trading as Rugby School Sports Centre), registered in England & Wales (Company No. 02264068).

1.2 These terms and conditions form part of your agreement with us and replace any previous terms and conditions. Your booking agreement with us is made up of:

- 1.2.1 your completed and signed facility booking form;
- 1.2.2 these terms and conditions or, if you book on-line, the terms described in section 1.6 below; and
- 1.2.3 the terms of centre use described in sections 1.4 and 1.5 below.

1.3 These documents together form a legal, binding agreement between you and us, so please make sure that you read them carefully and understand them. If you have any questions, please ask a member of staff.

1.4 Clients are responsible for the actions, behaviour and conduct of any person at RSEL premises who is there pursuant to the Client's booking. You, and all of your guests, must comply with and agree to the Sports Centre rules and regulations and terms as detailed in this document.

1.5 The sports centre rules are on display and also available on our website

www.rugbyschool.co.uk/sportscentre

1.6 For customers booking on-line:

- 1.6.1 Your facility hire term and conditions are accessible through a link at the time of booking.
- 1.6.2 References in these terms and conditions to "facility hire term and conditions" means the facility hire term and conditions that are accessible through a link at time of booking.

2. Starting your agreement

2.1 Your agreement commences on the start date set out on your booking form and booking confirmation.

2.2 When your booking starts, you will need to make the payments set out as per the current price list. You cannot use the RSEL premises until you have signed your facility hire booking form, and made the payments set out on the form.

2.3 RSEL is under no obligation to renew or extend any booking or series of bookings but, if RSEL agrees to do so, the terms and conditions which are currently in place at the time of the booking shall apply. Fees may vary.

2.4 The Client or Client's supervisors must report to reception prior to commencing any Activity within the RSEL premises. RSEL will communicate any conditions that may affect the Activity at this time and you

agree to comply with those conditions as if the same had been included herein.

3. Bookings

- 3.1 Booked facilities includes facilities operated by RSEL across all RSEL premises.
- 3.2 Booking times include the set up and dismantle time the Client may require for the Activity booked.
- 3.2 Booking confirmations will be clearly state the start and end time of each booked Activity.
- 3.3 The Client must ensure that the area booked is cleared by the end of the booked time and the area is left in a tidy and orderly condition.
- 3.4 The Client may be refused entry should they arrive to an Activity late. This specifically applies to fitness and Swim School Courses and Classes which require a warm up to be completed and in such case Clients arriving later than 5 minutes after the Class start time will be refused entry for their own safety. In addition, Clients arriving less than 30 minutes before the end of a programmed pool or fitness session maybe refused entry.
- 3.5 Clients may not arrive at the RSEL premises earlier than 15 minutes before the start of a booking or Activity. This does not include the areas booked but allows for registering at reception and changing.

4. Payments

- 4.1 Payments can be made by debit/credit card, contactless or BACS
- 4.2 All prices subject to VAT unless hirer is a sports club or hirer is able to evident that they are VAT exempt.
- 4.3 Payments are required in advance and in full for both a single or series of bookings. Unless agreed prior to the start of the Clients booking, a weekly payment option is available with all payment methods excluding BACS payments. If paying weekly the payment must be received no later than the end of the business day on the booked day.

5. Failing to pay

- 5.1 This section is about what will happen if the Client has failed to pay total invoice amount on or by the invoice due date.
- 5.2 If there is an outstanding amount owing by the Client:
 - 5.2.1 We will ask you to pay by debit/credit card, contactless or BACS.
 - 5.2.2 While you owe us payments you will not be allowed to enter or use RSEL premises. Once your payments are up to date, you will be allowed to use RSEL premises. You will still have to pay all hire fees for the duration of the commitment period you signed to as per the booking form and booking confirmation.
- 5.3 We may appoint a debt collection agency to collect any payments you owe us, and you may have to pay any costs associated with this, including legal and court costs and interest.

6. Cancellations

- 6.1 All cancellations must be placed in writing to sportscentre@rugbyschool.net
- 6.2 'No shows for all bookings including reported absence due to sickness or holidays will result in the Client paying 100% of the fee and will not receive a refund.
- 6.3 If the Client cancels an **Activity** the following cancellation charges will apply;
 - i) If the cancellation is made with more than 7 days' notice, we will issue a full refund.
 - ii) If the cancellation is made between 4 and 7 days' notice, we will issue a refund less a £10 cancellation fee.
 - iii) If the cancellation is made with 3 days' notice or less, we will retain 100% of the booking fee and the Client will not receive a refund.
- 6.4 If the Client cancels a **Course** the following cancellation charges will apply;
 - i) If the cancellation is made with more than 14 days' notice, we will issue a full refund.
 - ii) If the cancellation is made less than 14 days' notice or less, we will retain 100% of the booking fee and the Client will not receive a refund.
- 6.5 If the Client cancels a **Birthday party** the following cancellation charges will apply;
 - i) If the cancellation is made with more than 14 days' notice, we will issue a full refund less a £30 cancellation fee,
 - ii) If the cancellation is made with less than 14 days' notice, we will retain 100% of the booking fee

and the Client will not receive a refund unless we are able to re-book the same date time and duration with another client in which case we will issue a full refund less a £30 cancellation fee; For the avoidance of doubt we shall be under no obligation to actively seek another booking. We may at our sole discretion allow the amount paid by the Client to be transferred to another booking of the same session for the Client to use within 3 months of the cancelled booking.

6.6 If the Client cancels a **Class** booking the following cancellation charges will apply;

i) If the cancellation is made more than 24 hours before the Class booking the Client will not be required to pay for the Class.

ii) If the cancellation is made less than 24 hours before the Class booking, the Client will be required to pay 100% of the Class fee.

-6.6.1 A member of RSSC may book Classes for free, inclusive of their membership, in advance. Please refer to your member terms and conditions. If cancellation is made within the 24-hour period but made before Class start time, the member will receive a warning. Receiving 2 warnings in any 14-day period will result in the member forfeiting their advanced booking rights for the period of 2 weeks. If a member does not attend a Class that they have booked on to or fails to cancel the booking prior to the Class start time this will result in the member forfeiting their advanced booking rights for the period of 2 weeks.

6.7 If the Client cancels a **Swim School** booking the following cancellation charges apply;

i) If the cancellation is made within 7 days prior to the swim programme commencing, we will refund the full amount paid by the Client.

ii) If the cancellation is made after the programme start date, we will arrange a credit for the monies paid less a £15 administration fee. The client will not receive a refund.

6.8 If the Client is a **school** booking with our Swim School, the following cancellation charges apply;

i) If the cancellation is made prior to the last day of the current term, the hire will terminate on the final day of the following term. A full terms notice is required to cancel.

ii) If the cancellation is made after this, we will retain 100% of the fee and the Client will not receive a refund.

-6.8.1 We reserve the right to cancel a booking if payment is not received. We reserve the right to cancel the booking at any time for any reason including in the event of insufficient teachers, and in this event, all monies paid by the school will be repaid or transferred to a new booking, at the school's request, subject to the terms and conditions stated herein. However, we shall not be liable for any loss suffered by or expenses incurred by the school either directly or indirectly resulting from such cancellation.

6.9 We reserve the right to cancel a booking at any time for any reason including in the event insufficient Class numbers, and in this event, all monies paid by the Client will be repaid or transferred to a new booking, at the Client's request, subject to the terms and conditions stated herein. However, we shall not be liable for any loss suffered by or expenses incurred by the Client either directly or indirectly resulting from such cancellation.

-6.9.1 We reserve the right to cancel a booking at any time, where the Client has not provided sufficient supervision for the booked Activity including Birthday parties. In that event, we shall not be liable to refund the Client the fee paid nor shall we be liable for any loss suffered by or expenses incurred by the Client either directly or indirectly resulting from such cancellation.

6.10 If any booking undertaken by the Client is substantively different to that indicated at the time of booking or is not run in accordance with the RSSC rules, the RSSC Manager, Duty Officer or authorised representative of RSEL, will speak to the Client to try to resolve the matter. If the matter is not resolved to the satisfaction of the RSSC Manager, the manager shall have the discretion to terminate the booking with immediate effect, without refund. We shall not be liable to the Client for any loss suffered by or expenses incurred as a result.

6.11 We reserve the right to move a booking to a different location within the RSEL premises without prior notice.

6.12 We reserve the right to supply a different instructor than that advertised or agreed.

6.13 Where a Client has any concern or complaint about any Class, Course, booking or Activity, he/she should address the matter immediately in writing to the RSSC Manager. Our aim is to ensure we fulfil expectations as far as possible, and we would always wish to rectify any issues raised. We regret we are unable

to offer any refunds for complaints not brought to the attention of RSSC Manager at the time of the issue.

6.14 For the avoidance of doubt a refund means credit back to the Client's registered account with us. This will be used against future bookings, should there be no future bookings a monetary refund can be requested by the Client within 1 month of date of issue.

7. Insurance

7.1 Clients booking on behalf of a registered company or sports club are required to hold and maintain adequate insurance cover against public liability and personal injury with a minimum cover of £5 million in respect of any one incident. Copies of these insurance policies must be provided to RSEL prior to the start of the booking.

7.2 We will undertake to maintain public liability insurance in respect of all potential bookings advertised.

7.3 The Client agrees to indemnify RSEL from any claims arising from their use of our facilities.

8. Client Obligations

8.1 Clients booking on behalf of a registered company or sports club are required to produce the following to RSEL prior to the start of the booking;

i) Affiliation to a Sport Governing body (where applicable).

ii) A copy of instructors/ coaching qualifications where hire is for the purpose of teaching/ coaching others.

iii) A copy of instructors/coaches first aid certificates. Including lifeguarding certificates in accordance to section 20.5

iiii) Proof that the organisation manager or lead instructor of clubs working with children and/or vulnerable adults is DBS checked and supply a copy of the DBS certificate.

iv) In the event of a Club/Organisation a Child Protection or Safeguarding policy in place stipulating that the coaches are DBS checked or those that are not are to be supervised at all times by those who do hold a DBS certificate. Organisations also have the option to agree to adopt the Rugby School policy (a copy is available upon request).

v) Contact details for the club/organisations Safeguarding Officer.

vi) References (where requested).

vii) A copy of PAT testing certificate where the Client wishes to use their own electrical equipment.

viii) Activity risk assessments (including pandemic).

9. Limitations of Liability

9.1 The Client shall be responsible for any damage or loss however caused by attending a booking at RSEL premises including but not limited to its equipment, fittings or apparatus, shall report any such damage or loss to RSEL immediately it is known to have occurred and shall pay to RSEL the cost of making good any such damage or loss.

9.2 We, our employees and agents shall not be liable for: any loss or damage to property of the Client or to the property of any third party arising out of the Client's attendance of an Activity at RSEL premises (whether in the booked area, RSEL premises generally or in the grounds or the car park of RSEL premises) and whether items were placed in lockers or not; any personal injury to or, the death of any person unless caused by the negligence of RSEL.

9.3 The Client shall indemnify and keep indemnified RSEL against all actions, claims, damages, costs, demands and expenses in respect of any loss or damage arising out of the Client's booking and use of the facilities, howsoever occurring or caused, which may be brought or awarded against, suffered, sustained or incurred by RSEL.

9.4 We accept no liability in the event of technical and/or any other failures or other emergencies which occur during any booking or which prevent any facility use which are beyond the control of RSEL. Clients will be notified of any cancellation of any booking with as much notice as we can reasonably give, provided contact details are present or via the RSSC website, social media pages, email or public notices.

10. Equipment

10.1 Such equipment as agreed with the Client will be provided by RSEL in good working order. All RSEL supplied equipment will be erected and dismantled by RSEL staff. Clients should only assist in handling any equipment under the direct guidance of RSEL staff. Equipment brought into RSEL premises by Clients must be

safe, meet all appropriate standards in respect of that type of equipment and be installed in accordance with health and safety regulations. It is the responsibility of the Client to ensure that the equipment is in good working order and risk assessments have been completed. We reserve the right to inspect equipment at any time and to request that the equipment be removed if it appears unsafe.

10.2 It is the responsibility of the Client to check all equipment and furniture provided by RSEL prior to the start of the Activity to ensure it is fit for use. Any damage to or faults with equipment, fixtures or fittings must be reported to the Duty Officer immediately.

10.3 The Client will be held liable for the cost of repairs carried out as a result of any damage caused to any part of RSEL premises including its property by the negligence, wilful act or default of any person invited by you or any person attending your booking/event. RSEL does not accept liability or responsibility for the loss of or damage to any goods including gifts, or property of any kind brought onto RSEL premises by your or your guests.

11. Subletting & Retail

11.1 The Client shall not sub-let any part of the facility or Activity it has booked. Clients are not authorised to sell or trade at RSEL premises without prior written agreement with the Manager of the relevant RSEL premises.

12. Safe Supervision

12.1 Clients booking activities are required to provide appropriate levels of supervision for the booking taking place in the area booked. Failure by the Client to provide adequate supervision will result in a booking being terminated.

12.2 The Client is responsible for ensuring persons under the age of 8 are supervised by an accompanying adult.

12.3 Clients are responsible for supervising juniors throughout the period of the booking, including changing until the group vacate RSEL premises. Children over the age of 8 should change in the appropriate changing room of their gender.

12.4 All parents are always required to remain on site for all RSEL Activities this includes our Swim School.

13. Health & Safety

13.1 The Client must take all reasonable steps to ensure the health and safety of any persons for whom the Client is responsible, including spectators.

13.1 The Client should make themselves aware of any rules in place in relation to the booking they are attending and are required to impart this information to any guests or other individuals attending RSEL premises pursuant to the Client's booking (including spectators) prior to the booking commencing.

13.3 Failure by any person at RSEL premises pursuant to the Client's booking to adhere to the sports centre rules will entitle RSEL to request that the individual concerned is removed and RSEL will also have the right, at its discretion, to immediately terminate the booking without liability to the Client.

13.4 All accidents, incidents and near misses must be reported to the Duty Officer via reception and recorded immediately.

13.5 In the event of an emergency all participants must follow the instructions of RSEL staff. RSEL accepts no liability for any personal injury suffered by any participant unless caused by RSEL's negligence.

13.6 The Client must always co-operate with all reasonable instructions of RSEL staff. The Client should make themselves aware of the nearest emergency exit and make it known to an instructor or member of RSEL staff any ailment (medical or otherwise) that may hinder their performance or ability to undertake the booking safely, before the booking commences.

13.7 The Client must ensure that all passages, courts, ramps etc to which the public have access shall at all times when the public are at RSEL premises be kept free from obstructions.

14. First Aid

14.1 Whilst RSSC have fully qualified first aiders, the Client is required to have a minimum of 1 first aider present at the time of all bookings on RSEL premises. This is especially important where the Client may be holding regular tournaments or fixtures with large volumes of participants or spectators.

14.2 All accidents must be reported to the Duty Officer who will take such action as is appropriate.

14.2 Where the Client has recorded any accidents, incidents or near misses via their own processes, copies of the accident report form should be sent to RSSC Manager.

15. Photography

15.1 The use of photographic and recording equipment, including mobile telephones, is forbidden in the following areas of RSEL premises; poolside, changing rooms and toilets. Should you wish to take photographs you must obtain authorisation in advance from the management in line with the Rugby School Images policy. A copy of this policy can be provided upon request.

16. Smoking, Alcohol & Drugs

16.1 Smoking and drugs is prohibited in and on all RSEL premises. Alcohol is prohibited in and on all RSEL premises without prior written permission from the RSSC Manager.

17. Security

17.1 We reserve the right to request references in respect of the Client. Clients must remain vigilant to security issues and are responsible for the people who are in the areas they have booked. Any concerns about any individuals should be raised immediately with the RSSC Manager or Duty Officer.

18. Food and Drink

18.1 Food can only be consumed in the reception, social and foyer areas of RSEL premises. Drinks can be taken into sports areas in appropriate plastic vessels. Any spillage must be attended to in accordance with all health and safety requirements and so as not to put any person at risk.

18.2 Food and drink can be taken into authorised and booked areas for Birthday parties.

19. Birthday Parties

19.1 We are unable to guarantee exclusive use of area for food.

19.2 Birthday party food is able to be purchased through our partnered supplier detailed on our website.

19.3 Where a Client may wish to use external suppliers for additional services or activities, copies of the risk assessment and public liability insurance documents must be produced to RSSC Manager prior to the party taking place.

19.4 The Client must ensure that there is a minimum of 2 adults supervising and on RSEL premises for the duration of the party booking.

19.5 The Client must not use glitter or confetti type materials.

19. Parking policy

19.1 All vehicles must be parked in marked parking spaces at the RSEL premises. No liability for the loss or damage to any vehicle or its contents is accepted.

19.2 Booking an Activity does not permit or grant access to any other building, facilities or areas of the RSEL premises. Clients found outside of the permitted areas may have their booking cancelled under section 1.4

19.3 A limited number of disabled parking spaces are available. These will be allocated on a first come basis. Parking on hatched areas, blocking fire exits or alongside the RSSC Sports Hall is not permitted at any time.

20. Swimming Pool

20.1 The Client is responsible for ensuring that all bookings are carried out in accordance with all rules and regulations which apply at RSEL premises, which may change from time to time which include but are not limited to the Normal Operating Procedures ("NOP"), the Emergency Action Plan ("EAP"), the Pool Safety Operating Procedures ("PSOP").

20.2 We will provide at least one lifeguard during all booked activities at RSSC. Clients must not enter the swimming pool if a lifeguard is not in attendance in the swimming pool hall.

20.3 Clients wishing to book facilities at Bilton Grange School's pool must provide their own lifeguards and provide documents as detailed in section 20.5.

20.4 Clients can request that we provide lifeguard supervision and the total numbers of lifeguards will be in accordance to lifeguard numbers as detailed in the site specific NOP.

20.5 Clients wishing to provide their own lifeguard provisions will need to put this request in writing to the RSSC Manager. This is entirely at the manager's discretion and if granted the Client must provide relevant documentation as detailed under section 8.1 and in accordance to the site-specific NOP.

20.6 Clients and their group may at times be requested to undertake a swim test to demonstrate competency and strength against our required criteria to swim in the deep end.

20.7 All swimmers under the age of 8 years old must be directly supervised by an adult on a maximum ratio of 1:2 as per the site specific NOP.

21. Data protection

21.1 Your booking agreement with us is governed by the laws of England and Wales.

21.2 We will only process personal information you give us in accordance with the applicable data protection laws and the RSSC Privacy Notice. You can see our full privacy notice on our website at www.rugbyschool.co.uk/commercial/sports-centre/contact-us/. This includes information on how we protect your information, who we are allowed to give it to and how to exercise any of your rights in relation to it.

21.3 By booking an Activity with us, you are giving us permission to share relevant information that relates to your booking between members of our staff.

21.4 It is important that we hold the most up-to-date contact details for you. You are responsible for keeping all your personal contact details and choices for how you want to receive marketing materials up to date.

22. Choice of law

22.1 Your booking agreement with us is governed by the laws of England and Wales. You agree that all disputes relating to your membership and or our agreement with you which we are unable to resolve between us will be subject to the non-exclusive jurisdiction of the English and Welsh courts.

These terms & conditions were last updated in October 2020.