

# Terms and Conditions of Use

## Please read the following Terms & Conditions carefully.

The language we use is designed to make our Terms & Conditions as clear as possible. If however you have any questions, a member of our team will be happy to help you.

These Terms & Conditions, whilst they remain current, apply at all times. Magna Vitae reserves the right to alter and amend these rules at any time and you can request a copy of the latest Terms & Conditions at any time. All users of Magna Vitae (MV) facilities must observe the following rules and comply with any instructions the staff and/or management may give. Magna Vitae reserves the right to alter and amend these rules at any time.

## General Conditions of Use

### 1. Magna Vitae (MV) Card

The MV Card can only be used by the named cardholder and in accordance with our Terms & Conditions. The card provides a range of discounts on activities across all leisure facilities and also provides the holder with the opportunity of priority booking (7 days in advance, non-card holders can only book 2 days in advance).

### 2. Facility hire

Any hire of the facilities must be for the purpose stated on the booking form. Customers are not entitled to use any other facilities / equipment unless specified on the booking form. In all correspondence, advertising, etc., customers must refer to the chosen venue by its full name; i.e. Meridian Leisure Centre, Station Sports Centre, Embassy Theatre, Skegness Pool & Fitness Suite, Horncastle Pool & Fitness Suite, London Road Pavilion.

### 3. Times

Start and finish times are clearly stated on the booking form and hirers should be aware that there will be time allocated to accommodate a changeover period for setting up or taking down of equipment, within the booking period. If this is not to be contained within the booking period, extra time is chargeable at the current standard Fees & Charges rate unless agreed with the Operations Manager.

### 4. Extent of premises to be used

The area(s) to be used and the equipment hired are to be clearly referenced on the booking form.

### 5. Payment

- All casual or course bookings must be paid for in full at the time of making the booking;
- All block bookings must be paid for in full on the day of each session or where pre-authorised by invoice which must be paid within 14 days of the date of invoice. Any queries on invoices must be made immediately by emailing [info@mvtvc.org](mailto:info@mvtvc.org) or telephoning the relevant venue reception. Please note that if the invoice terms are not adhered to then the credit facility may be withdrawn.
- The relevant Operations Manager's authorisation is required for exceptional booking/payment terms with regard to large scale event bookings or functions (a booking of five (5) or more consecutive hours duration for a whole hall or area) the fee shall be payable in full at least 28 days before the date of the booking. In the case of a booking being accepted less than 28 days before the start of the event, the full hiring fee shall be payable immediately on acceptance. A 25% deposit is required when booking with full payment due 28 days prior to the event taking place.
- All cheques shall be made payable to Magna Vitae; where customers pay by cheque, time must be allowed for the cheque to be received and cleared within the payment term period [as stated in (c) above].
- BACS payments for invoiced accounts must include the invoice number. Please quote our bank account name Magna Vitae, our bank sort code 20-52-78 and our bank account number 23334139.

### 6. No assignment or sub-letting.

Sub-letting is strictly not permitted.

### 7. Maximum occupancy levels

Every facility has a maximum capacity of people that can use a given area at any one time; this must be strictly adhered to i.e. maximum occupancy / maximum bather load. Customers must check these details and state the proposed numbers expected to attend on the booking form.

### 8. Staff and equipment needs

In relation to event bookings, the Hirer will also be charged for the setting up and the taking down of equipment at the venue. This will account for any additional costs incurred for staff and materials. A plan of the event and a list of all equipment required must be provided at least 28 days before the event. For block sport bookings, the charge is already included in the booking fee quoted and confirmed. External contractors shall not be allowed access on site without the written prior permission of the Operations Manager or the Duty Manager. Appropriate Health and Safety documentation i.e. method statement(s), safe system(s) of work, insurance, risk assessment and safety certificates must also be completed if contractors are required to attend site. This will be verified by site management & health and safety advisors and authorised prior to access being granted.

### 9. Cancellation of hire and forfeiture of hiring fee

- In the event of a booking of a venue being cancelled by the hirer, 25 per cent of the hiring fee shall be retained by Magna Vitae by way of liquidated damages and not by way of penalty in respect of such cancellation of the hiring, provided such cancellation occurs not less than 28 days before the date of hiring. When cancellation occurs within a lesser period than 28 days before the event, the whole of the hiring fee shall be retained;
- If any circumstances over which Magna Vitae has no control renders the facility unavailable for the hirer on any day of the hiring or any part of such day the hirer shall not be entitled to compensation in consequence thereof or in connection therewith;

- The facility retains the right to cancel any event or booking without notice as necessary. In the case of cancellation by the facility the whole of the fee paid shall be refunded. (Refer to Para 61 'Refunds').
- The Operations Manager reserves the right to refuse any application by the hirer for a booking.
- Magna Vitae will not be held liable for any other costs incurred, or loss by the hirer from the cancellation or refusal of any application for the hire of the facilities.

### 10. Hirer's liability for loss and damage

- It is a condition of the hiring that the hirer shall be liable for, and accept full responsibility for, injury or cost of repair of any damage to the facility which may be occasioned, done or committed during the period of the hiring of the facility or any part thereof, or to any furniture, fixtures or fittings or other property contained therein whether belonging to Magna Vitae or Magna Vitae's contractors, agents, licensees or employees and for any loss or removal of any such furniture, fittings or other property;
- The decision of Magna Vitae as to the appropriate sums to be paid by the hirer in respect of damage done to the facility shall be final and conclusive;
- As the hirer you are responsible for damage caused to the facility during your booking. You will be asked to pay for any damage(s) caused. Vehicles must use the dedicated parking spaces at all times.
- Any vehicle found to be on the playing fields or in a non-dedicated parking space will be the responsibility of the hirer and any damage caused will be charged;
- All persons using the facility do so at their own risk;
- Magna Vitae accepts no liability for death or personal injury resulting from the non-negligent acts of its employees;
- Magna Vitae accepts no responsibility for loss or damage to personal property.

### 11. Indemnity in respect of third parties

The hirer shall indemnify Magna Vitae from and against any claim for damages, costs or expenses which may be made against Magna Vitae in respect of any personal injury or loss of, or damage to, property, sustained by any person occurring during, or in consequence of, the hiring. Proof of third party liability cover (with a minimum level of indemnity of £2 million) must be provided before the booking is confirmed.

### 12. Conduct and control

The hirer will provide enough people to maintain order during the booking and will not allow any drunkenness or disturbance. Any person under the influence of drink or drugs or behaving in a disorderly manner will be asked to leave the premises.

Magna Vitae believes that all players and spectators have a right to participate free from the threat of attack or abuse. This includes the use of obscene language or racial abuse. Magna Vitae will exclude any individual or club with a record of involvement in such incidents from its operated facilities. Please make sure that members of your organisation understand that the company will not tolerate such behaviour.

Magna Vitae may expel people from the facility for behaving in an unsatisfactory manner. Hirers must understand that bans are enforceable for as long as is deemed appropriate, by the Operations Manager.

Duty Managers reserve the right to refuse admission should they feel the safety of the individual, staff or customers is compromised.

### 13. Breach of conditions

In the event of a breach of any of the foregoing conditions, rules and regulations by the hirer or his employees, agents, licensees, or invites, Magna Vitae reserves the right to cancel the hiring forthwith by notice in writing given to the hirer or to his representatives and in so doing shall not be liable to a refund of any portion of the hiring fee to the hirer or be liable to the hirer or to any third party for compensation in respect of such cancellation of the hiring.

### 14. Magna Vitae insurances

The insurances held by Magna Vitae must not be invalidated by any action of the hirer.

### 15. Management

- Magna Vitae staff members have access to all areas of the facility at all times;
- Hirers must comply with all reasonable staff requests made during the hire period;
- Any decision advised by the Duty Manager to the hirer is final.

### 16. Premises

- Hirers must make sure that the facilities are left in the same condition as at the start of the session/booking;
- No alterations, additions or fittings for any apparatus, equipment or decoration shall be carried out without permission of the Operations Manager;
- Children under 16 must not be left unattended/unsupervised within the Fitness Suite before, during or after a dedicated session. The hirer must ensure that all children are appropriately supervised and collected prior to leaving the premises, including for Birthday Parties;
- Children under 8 must be accompanied by an adult in the facilities at all times. An adult is a responsible person aged 16 or over.

### 17. Disclosure and barring services check (DBS) – Safeguarding Children & Adults at Risk

All sporting clubs and voluntary organisations are responsible for ensuring all DBS checks are completed for individuals who are likely to come into contact with at risk adults or children with copies of appropriate certificate reference numbers kept with Club constitutional and insurance documents. These will be routinely requested by the relevant Operations Manager on an annual basis and noted on file once provided.

### 18. Qualifications

All coaches must provide evidence of appropriate qualifications to the relevant Operations Manager on request, at the time of booking renewal or initial booking confirmation / application.

### 19. Period of hire

The dates and times of hire will be clearly stated on the application booking form (inclusive of setting up and taking down of equipment).

### 20. Injury

All injuries sustained whilst using the facilities must be reported to reception / Duty Manager immediately. During the hire of the facility the hirer shall indemnify Magna Vitae against any liability, loss or claim arising from:

- Any person's death or injury,
- Damage to, or loss of, property, unless Magna Vitae or its officers have been negligent or in breach of duty.

Medical Declaration – Clubs / Organisations must take reasonable action to inform the Duty Manager if members are suffering from injuries / medical conditions which may affect their abilities whilst participating in the venue, for example asthma, epilepsy, diabetes, heart conditions etc.

### 21. Sale of alcoholic liquor

Magna Vitae permits the right of sale of all refreshments in the facility. The Company, by themselves or through their contractors, reserve the exclusive right to sell, serve, or supply any drinks, alcoholic or otherwise, at its venue and to decide at what events they are to be sold. If the hirer wishes a bar to be provided, they must give the booking coordinator at least 14 working days' notice before the date of hiring. No alcoholic drinks of any description may be brought in by the hirer or users. Where applicable, in the event of a bar being provided, alcoholic liquors will be sold subject to the times and conditions specified in the occasional licence granted by the Justices. The Operations Manager or Magna Vitae's contractors may stop the sale or supply of alcoholic liquors and close the bar at any time if any persons in the centre shall behave in an unruly manner or if it is considered that such unruly, disorderly or unseemly behaviour may occur at the centre, or if it is found that the hirer/ users have contravened the requirements above, then a charge of £50 or the anticipated loss of profits will be made, whichever is the greater.

### 22. Catering

Where applicable, arrangements for catering must be made with the Operations Manager as far in advance as possible. Final arrangements must be made at least 14 days in advance. The Operations Manager will conduct necessary liaison with caterers if needs be.

Magna Vitae by themselves or through their contractor reserve the exclusive right to sell, serve or allow the sale of goods. No hirer may sell or allow sale of goods, without written consent (email accepted) of the Operations Manager.

### 23. Right to forbid entry

Magna Vitae shall be responsible for the maintenance of good order and discipline within its venues and shall reserve the right of admission.

### 24. Broadcasting and filming rights

Filming rights, radio and television broadcasting should be arranged with the Operations Manager. Magna Vitae reserve the right to have a representative present during any negotiations to establish terms and conditions of any subsequent agreement and to share in any publicity that may follow. (See also section 26, Electrical Safety.)

### 25. Video or photographic equipment

In accordance with its current Safeguarding Policy, Magna Vitae regrets that any photographic or video recording equipment may not be used on the premises without the prior permission of the Duty Manager. (See also section 26, Electrical Safety.)

### 26. Electrical safety - portable electrical appliances

It is the responsibility of the hirer to ensure that any electrical appliance they wish to bring into the venue is safe (adequately [PAT] tested / inspected) before use. Use of any item found not to be PAT tested will not be permitted on the premises.

### 27. Smoking

Smoking is not permitted inside any part of Magna Vitae premises. Smoking is only permitted externally in specifically demarcated site areas. This applies to both staff and venue patrons.

### 28. Gambling

No sweepstake, raffle or other form of lottery shall be promoted, conducted or held on Magna Vitae premises. [Raffles may be permitted by prior agreement as part of the booking process, and subject to the necessary licencing arrangements].

### 29. Copyright

If you use any copyright material then you must pay any fees to the copyright owner or Performing Rights Society as required. Some fees may have been paid by Magna Vitae. Please ask how this may affect your booking.

### 30. Dogs

No dogs (other than guide dogs) or other animals are allowed into Magna Vitae facilities without the permission of the Duty Manager / Operations Manager. Localised dog by-laws are enforced on all outdoor playing areas.

### 31. Exits and entrances

The hirer shall not open, close or block any internal or external entrances or exits to the centre, for safety reasons.

### 32. Signage & 'fly posting'

Hirers are advised that any signage placed outside Magna Vitae facility grounds must be approved by the relevant authorities. Failure to do so may result in prosecution. 'Fly posting' and placard advertising is generally not permitted by Magna Vitae.

### 33. Lost property

Personal items such as underwear, socks, drinks bottles, make-up & combs are not kept nor stored on site. Non valuable items are kept at reception for a period of 28 days. Valuable items are kept for a period of six (6) months and can only be reclaimed at reception. After these timescales expire all items are donated to charity.

### 34. Liability

The liability of the site for damage to, or loss of customers' property is strictly limited to any damage or loss suffered as a result of negligence of Magna Vitae or its staff. Magna Vitae will not store any personal property. Lockers are provided and all items of personal property should be kept in these lockers for the duration of your activity. Any items left overnight may be removed and disposed of by the management. Cars parked in the car park are left at the owner's risk and the site will accept no liability for any loss or damage. The car park is for Magna Vitae customers only. Please note that the gates are locked overnight and all vehicles must be removed prior to the facilities closing or otherwise will be locked in. No vehicles can be retrieved until the following morning. Any vehicle related accident occurring on the premises must be reported to reception and an appropriate form completed, immediately following the accident.

### 35. Sale of goods

Goods will only be accepted for return, exchange or refund if faulty and upon proof of purchase. This does not affect your statutory rights as a consumer.

### 36. Food & drink

No food or drink may be brought into and consumed within Magna Vitae facilities unless with the prior permission of the management.

### 37. Data collection and handling

Magna Vitae are obliged to collect and handle information in accordance with the Data Protection Act 1998, soon to be superseded by GDPR (General Data Protection Regulation) 2018. Magna Vitae will use the information it collects about you to provide services to you, to perform analysis and improve service delivery to its customers, including you. Individuals have a right to request copies of their personal information. We value your privacy and do not sell your information to any third parties under any circumstances.

For further details relating to data collection and security processes please reference the Magna Vitae Privacy and Data Protection Policies that can be found on our website [www.magnavitae.org](http://www.magnavitae.org)

## Magna Vitae - Membership Terms and Conditions

### 38. Fitness Suite use

Generally, customers must be over 16 years old to use Magna Vitae fitness suites (with the exception of fitness academy, school and junior supervised sessions). Generally, children (aged 11-15 years) with a current fitness membership must be accompanied by a responsible adult (16 years+) to use the fitness facilities.

Young people (11-15 years) are permitted to use the fitness facilities without direct adult supervision at specifically advertised off-peak, programmed session times, under the supervision of a Lifestyle Consultant.

All customers (adult & junior) using the fitness suite and undertaking exercise with Magna Vitae are required to complete a confidential PARQ and a Health Commitment Statement before commencing use of the facilities.

Where there are contra-indications identified the customer may be directed to their GP to confirm their suitability to exercise. All customers are obliged to inform a Lifestyle Consultant if their medical condition / status changes over time.

All customers are required to receive a facility introduction prior to using the exercise equipment or attending classes.

Customers are required to wear suitable footwear and appropriately comfortable exercise clothing at all times. Specific conditions of use are prominently displayed in all Magna Vitae venues. Should these rules not be followed; the Centre Management reserve the right to refuse entry to any MV venue and, in exceptional circumstances, cancel the customer's membership.

Please be aware that Personal Trainers operate within our facilities on a self-employed basis. Any service that they provide to customers constitutes only a contract between you and the Personal Trainer. MV accept no responsibility for any breach of contract or negligence so caused by a Personal Trainer.

### 39. Membership packages

The decision to enter into a customer membership agreement remains at the sole discretion of Magna Vitae. MV reserve the right to verify or require proof of all information provided by the customer whilst confirming the agreement. Proof of eligibility will be requested for all categories of membership subscription, at point of purchase and annually. Should the customer provide any fraudulent or wrongful information, Magna Vitae reserve the right to terminate this agreement with immediate effect. A membership package commences upon receipt of an initial pro-rata payment. This membership agreement shall be considered legally binding between Magna Vitae and the customer.

### 40. Annual membership

Annual memberships shall be paid for in full, up front and cancellation refunds or transfers or transfers will not be made in any circumstances.

### 41. Contracted - direct debit

The membership contract period is twelve (12) calendar months, becoming a rolling monthly contract thereafter. One full calendar months' notice is required in writing for cancellation of this contract type.

### 42. Non-contracted - direct debit

This rolling membership is for one calendar month with one full calendar months' notice required for cancellation to be provided in writing.

### 43. Non-contracted - direct debit (junior)

Junior non-contracted fitness membership packages cease at age 18 i.e. up to and including 17 years of age. This rolling membership is for one calendar month. Parental signature giving authorisation for membership purchase is required for those under 18 years.

#### 44. Student membership (cash)

Student Membership is only available to those in full time education on providing suitable evidence of their current course of study and / or valid student identification card. Evidence is to be provided as and when requested by Centre Manager. This membership is paid in cash / card and is for one calendar month with no notice period required.

#### 45. Exercise referral

Following the initial 3 month pilot programme which is paid in advance, the membership contract period is for nine (9) calendar months. There is no notice period required on this membership type after the initial 12 month membership. Note: This membership type is not available to current / existing members.

#### 46. Other considerations

Magna Vitae has the authority to assign the benefit of a membership contract and collection of all fees to another operator, firm or company at any time without giving notice; membership will then continue with the new company.

Magna Vitae reserves the right to:

- Close any Magna Vitae fitness suite facility for a period of up to 7 days (in addition to Christmas Day, Boxing Day and New Years Day) without providing any form of refund/credit for this period. For essential maintenance to a facility and it's equipment, every attempt will be made to provide appropriate advance notice, minimise disruption and inconvenience;
- Offer customer recompense only in the event of full and prolonged closure at our sole and absolute discretion;
- Change the Terms & Conditions and Rules & Regulations for the use of its facilities by giving customers/members seven (7) days' notice;
- Make any changes, temporary or permanent, to any facilities, services or activities without giving the customer notice to do so;
- Close any facilities within an MV venue if essential maintenance or servicing is required;
- Amend the Terms & Conditions of its membership packages. MV undertake to provide at least one (1) month's notice of any amendment or change coming into force.

Unless otherwise provided for in these Terms & Conditions, MV do not offer refunds/credits for non-usage of the facilities.

On revising the price of membership fees, at least ten (10) working days' notice of changes will be provided to you as per the direct debit mandate guarantee.

#### 47. Direct debit membership payments

All direct debit collections shall be made monthly in advance and will be routinely collected on the first working day of the month. You will need to pay an amount (pro-rata) to cover your membership fee from the day you join until the first day of the following month. If you join after the 15th day of any month, you will need to pay for the rest of the current month, plus the whole of the following month before being permitted to use the facility. MV operates a fourteen (14) day money back guarantee ("cooling off" period) to all new membership customers. All monies paid by the customer in respect of membership packages, will be refunded in full should the customer, for whatever reason, wish to terminate this agreement within fourteen (14) days of becoming a member.

Outside of the fourteen (14) day money back guarantee MV membership payments, fees and charges are non-refundable and non-transferable.

#### 48. If you do not pay your membership fee when it is due

If you are paying a direct debit for another individual you will be responsible for all payments (including administration and default charges/fees) due for that particular membership.

If you have not cancelled in writing within the terms of your contract and then do not pay your membership fee when it is due we will contact you to request payment within seven (7) days.

When we contact you, you will be given the following options for making payments owed to Magna Vitae:

- **Non-contracted memberships:** Pay the failed collection amount over the telephone or at a MV facility within 7 days. One full calendar month's notice required for cancellation, to be provided in writing (email will suffice).
- **Contracted memberships:** Pay the failed collection amount over the telephone or at a MV facility immediately or pay the outstanding balance of your contracted term in full and confirm in writing you wish to end your contract at the end of this period. The membership contract period is 12 calendar months with one full calendar month's notice required for cancellation to be provided in writing (email will suffice).

Note: Cancelling your direct debit directly with your bank does not mean you have given us appropriate notice to end your membership. You MUST provide Magna Vitae with formal written notice (email will suffice) as per the instructions provided in these Terms & Conditions under the section entitled "Terminating Your Membership", section 51.

If you fail to respond to our correspondence and do not pay the arrears by cash or card within seven (7) days the following will happen:

- A payment default fee of £5.00 will be applied to your account.
- You will be prevented from using / accessing any MV leisure facility until your account is brought fully up to date; this does not mean that we will end your membership at this stage.
- If you fail to respond and do not pay the arrears by cash or card and your direct debit remains in force, MV will attempt to take the outstanding payment again the following month for the payment that you have missed, alongside the amount due for the current month.
- Should we be unable to collect the outstanding amount by direct debit, the full amount of debt, including the default fee, will be passed to our solicitors to commence legal proceedings and further associated charges will be applied.

#### 49. WaterWise swimming lesson - memberships

Learning to swim is an extremely important life skill and MV therefore seeks to ensure that its swimming lesson programme is as accessible as possible. We do not ask those on our swimming lesson programme to enter into a contracted membership period. MV simply requires one (1) full calendar month's notice being given in writing to inform us of your membership cancellation.

In order to ensure that the swimming lesson fees we charge remain affordable please note that we charge an administration/joining fee when you register with our WaterWise swimming lesson programme.

Your agreement will begin on the day of the first swimming lesson. Monthly fees are payable even when you or your child do not attend the swimming lesson.

Magna Vitae reserves the right to change the programme at any time, this could mean a change in time, group, stage or teacher. Upon completion of any learning stage, Magna Vitae cannot guarantee day, time or teacher to remain the same for the new group.

Parents/guardians/carers must be present with children up to the start time of the swimming lesson, and also present before the swimming lesson ends in order to collect their children. This takes into account the company's current supervision guidelines in force within the venue.

Children who are taken ill 48 hours prior to the swimming lesson commencing must seek advice from management at the centre. In this circumstance no refund will be issued if you do not attend.

Refunds will only be issued as a credit in special circumstances which may require receipt of written medical advice. Swimming lessons missed due to holidays, sickness, family events etc. cannot be carried over or refunded. In all circumstances the decision of the relevant Operations Manager will be based on the merit of the refund application and will be final.

Direct Debit payments are to be made monthly and Magna Vitae guarantee a minimum of 48 lessons per year. This allows for up to four (4) weeks where swimming lessons may be cancelled due to unforeseen circumstances, events, bank holidays and facility maintenance.

New swimming lesson promotions will not apply to existing WaterWise pupils.

Magna Vitae operates an enrolment / referral procedure i.e. current "learners" have priority over newcomers with regard to swimming lesson enrolment. Please note that entry/attendance on the swimming lesson programme will not be permitted if the membership account is in arrears for any reason.

#### 50. Terminating your membership

In all circumstances you must cancel your membership in writing (email will suffice), addressed to the facility that you originally joined and marked for the attention of the Sales and Retention Manager if relating to fitness memberships or the Swimming Development Manager if relating to swimming lesson memberships.

You may end your contracted membership at any time in the following personal circumstances:

- A medical condition which means that you are no longer able to exercise or swim. NB: This is not applicable to Exercise Referral clients – unless another / a different health condition has been identified to that condition originally referred for;
- Loss of employment (i.e. redundancy);
- Relocating to a distance over 30 miles away from the facility; and
- Upon completion of Stage 6 of our WaterWise swimming lesson programme.

To end your membership for one of the reasons listed, you must provide written proof i.e. GP medical note - to state you can no longer exercise or letter from employer confirming termination of employment (i.e. redundancy,) or proof of new address details etc.

On completion of your contracted membership period (this does not mean your membership has ended), you may cancel your membership. To do this we require you to give us one full calendar month's notice in writing i.e. if your written cancellation is received from 1st to the 30th April your final payment will be taken on the 1st day of May and your membership will therefore expire on the 31st May.

Failure to give us written notice will mean that your membership will continue to roll and payments will be taken until such a time you provide us with written notice. If you fail to pay then please refer to the section "If You Do Not Pay Your Membership Fee When It Is Due" (under section 48) which explains the process we will take. MV reserves the right to terminate your membership agreement in the following circumstances:

- If you repeatedly break the displayed rules of use of the facility;
- One event deemed to be gross misconduct; or
- If, with or without your knowledge or permission, another person uses your MV card to access the facility.

In the event of termination by MV, the customer will have no entitlement to any refund.

The terms of this agreement do not infringe upon any other legality enjoyed by the customer under the terms of any consumer legislation or Direct Debit Guarantee. Relevant UK law shall apply to all MV membership agreement contracts and the relevant courts of the UK shall have exclusive jurisdiction to deal with any disputes arising in relation to it.

#### 51. Freezing Your Direct Debit

MV, at its own discretion, offers the opportunity for members to temporarily suspend or "freeze" their membership package and associated payment(s). You may suspend or freeze your membership for health reasons only. A membership can be "frozen" for any one month, in a twelve month period, on production of a GP's medical note stating that you are unable to exercise for a prolonged period of time. Any suspension or extension must be authorised by the relevant facility Operations Manager; the final decision on such matters rests at their discretion.

#### 52. Bookings

Payment for any service, hire and/or Facility booking must be made in full prior to the time of booking. Fees are published and are subject to an uplift at the discretion of Magna Vitae. Please view our website or contact the Site to confirm prices.

There are five defined types of booking taken at Magna Vitae leisure facilities:

- Casual ad-hoc Bookings;
- Member Bookings
- Block Bookings;
- Courses (Wet and Dry); and
- Birthday Party, Event 8/or Function Bookings.

#### 53. Casual ad-hoc bookings

MV Card holders may book 7 days in advance. Non MV Card holders may book 2 days in advance.

Telephone bookings are only accepted from current MV Card holders and payment must be made with a credit or debit card at the time of booking.

All customers will be issued with a receipt as proof of purchase at point of sale.

#### 54. Casual Booking Cancellations

For all booking cancellations, where more than 48 hours' notice is given there will be no charge, however, if less than 48 hours' notice is provided the full charge will apply and no refund given.

Bookings can be cancelled in person, by telephone or e-mail at each site. If a prepaid booking is cancelled by Magna Vitae a full refund or financial credit will be given. In the event of a refund being requested the customer will be required to present the original receipt issued to them at point of sale

#### 55. Block bookings

Block booking is available to sports clubs or formally constituted organisations who commit to a regular time and day. This is generally for a period of six (6) months or more. Please note, it is preferred that school swimming booking applications are invited to book for the full academic year September - July.

Generally, block bookings are made available within two specified block booking periods, these being:

- Period 1 - April to September
- Period 2 - October to March

Exception to this - outdoor swimming pool facility at Skegness. This will be subject to its seasonal availability.

Magna Vitae reserve the right to amend these periods at any time. Any changes to the conditions for a block booking or managers discount can only be authorised by an Operations Manager or member of the MV Senior Leadership Team.

In order to qualify for a block booking discount, bookings received must satisfy the following criteria:

- You are a School, Sports Club, Association or Organisation representing Affiliated Constituted Clubs i.e. a Local League. It does not apply to informal groups of people or commercial organisations;
- Book a minimum of ten (10) or more sessions.

The booking form will constitute a legally binding contract.

Any additional dates and times to the originally agreed block booking are to be treated as an additional separate booking where appropriate. Payment will be required in advance either by monthly invoice (authorised in advance by the Operations Manager) or at reception. Where a purchase order number is required for an invoice, the hirer must provide MV with this at the time of booking submission.

Groups to whom facilities are booked have exclusive use during their booked sessions i.e. exclusive use of court, not exclusive use of the entire sports hall. The area booked will be clearly referenced on the booking form.

#### 56. Block Booking Cancellations

If a Club or Organisation wants to cancel one or more of their dates within the block booking period, the block booking discount will no longer be applicable resulting in the whole block booking period being withdrawn and the full price reinstated.

#### 57. Courses

These are regulated, instructed, supervised activities and/or coached sessions.

Payment is required in full at the time of booking by either cash or direct debit (where appropriate).

Magna Vitae operates an enrolment / referral procedure

- Any customer taking part in a course organised by Magna Vitae must complete an appropriate enrolment form where required.
- Any courses set up by Magna Vitae will only run if there is sufficient demand: where a course is cancelled, an alternative course will be offered or a refund/credit given.
- Current students have priority over newcomers
- No refunds/credits are to be given for courses cancelled by the customer.
- Magna Vitae reserve the right to cancel up to 4 swimming lesson sessions each year. No refunds/credits will be given
- Magna Vitae reserve the right to change instructors without prior notice and transfer any customers believed to have enrolled onto an incorrect course.
- For some courses, specialist footwear and clothing may be required; customers are advised to check this at the time of enrolment.

In exceptional circumstances, credits may be made available for long term absence through serious illness/injury or moving more than 30 miles away from the area (excluding courses such as NP/LQ). In these circumstances, apply in writing for a refund to the Operations Manager of the facility being used. Professional/medical evidence may be required of the illness/injury suffered in order to qualify for a refund

#### 58. Party, event and/or function bookings

Any customer wanting to book a party or event must complete an appropriate form and we would request a deposit. Full payment will then be required once the booking has been confirmed.

Operations Manager authorisation is required for larger or unconventional bookings. Once the booking is confirmed the full payment is required to secure the booking.

For all special events or functions, the event organiser is required to provide an event plan, Insurance details, DBS checks and qualifications etc. where appropriate.

#### 59. Cancellation

In the event of the customer cancelling the booking then full payment will be retained by Magna Vitae if less than 28 days' notice is given. If an event is cancelled before this time then a full refund will be given less any expenses incurred by Magna Vitae in reference to the booking.

#### 60. Refunds

Refunds will only be issued in the circumstances outlined in these terms and conditions. Refunds will be made using the method by which the original fee was paid i.e. credit/debit card, bacs payment (where payment was received by direct debit) or cash. Where refund is by credit/debit card or cash, the customer will be required to present the original receipt issued to them at point of sale in order to claim a refund.

In all circumstances the decision of the Operations Manager will be based on the merit of the refund application and will be final.

All refunds will be processed within a maximum 28 days.

## Activities

### 61. Exercise classes

- Appropriate gym and footwear must be worn at all times.
- Customers are required to inform the class instructor of any change/issue relating to their medical condition.
- Customers are required to cancel their classes a minimum of one (1) hour before the start of the class, should customers just not turn up then Magna Vitae reserve the right not to accept future bookings.
- Customers are responsible for their punctuality and will not be permitted to enter a class five (5) minutes after the start time.
- Customers must hand over their receipt for each class to the Instructor upon entry to the activity room.
- Exercise mats are provided. Customers are permitted to bring their own exercise mats if so desired.
- MV reserves the right to cancel classes in extenuating circumstances for which no refund of membership fees will be given.

### 62. Swimming Pool Activity

- Customers must not use water-based facilities if they feel unwell. These are recently (within 48 hours) suffered an upset stomach, have open wounds, have recently received surgery/medical treatment or have recently consumed alcohol.
- Children under six (6) months old are not advised to use swimming pools.
- Children under eight (8) years old must be accompanied in the swimming pool, by a responsible adult aged 16 years or over at all times. A maximum of two under 8s per adult is permitted. This ratio can be increased to 3:1 subject to the satisfactory completion of the ASA Swim Standard Test which can be taken at all MV swimming pools.
- In the interest of good hygiene & best practice, all swimming pool users are required to shower and use the toilets before entering the water.
- Babies and children who are not toilet-trained are required to wear a leak-proof swimming nappy when using the swimming pool. These are sold at Magna Vitae shops; please ask at reception for details. Ideally, the swimming nappy should be worn underneath a standard swimming costume / swimming trunks so as to effectively create a double safety barrier.
- Only customers aged 16 and above are permitted to access Magna Vitae Adult Swim Only sessions.
- Appropriate clothing must be worn in Magna Vitae swimming pools at all times. Underwear and cut-off denims are not allowed. Where t-shirts are required to be worn for medical reasons permission must be sought from the Duty Manager prior to entering the swimming pool. Ask at reception for further information.
- General swim and programmed sessions are subject to multiple use including lane restrictions and closures.
- Where issued, coloured wristbands must be worn at all times, allowing swimming pool users to swim for a minimum period of one hour. Wristbands are generally issued at peak / busy times.
- The swimming pool timetables change depending on school term and holiday dates - please refer to the website [www.magnavitae.org](http://www.magnavitae.org) or ask at reception for a current programme.
- Customers are advised to observe and strictly abide by all safety information / signage situated around the swimming pool regarding water depth, general swimming pool rules and lane etiquette. Failure to do so may result in the customer being asked to leave the facility.
- In the interest of public safety, all customers must abide by any operational instructions given by the operational staff.
- Training fins and hand paddles may be used in appropriate circumstances when authorised by the Duty Manager.
- Snorkels and masks are not permitted in MV swimming pools with the exception of specific snorkelling courses.

### 63. Feedback - Compliments & Complaints

Customers are encouraged to speak to the Duty Manager in the first instance who will aim to resolve all complaints at this juncture.

#### Written feedback

Customer feedback forms and electronic tablets are made available in facility reception areas to allow you to quickly bring your comments, complaints, compliments & suggestions to our attention. If you provide your name and address (contact details) an acknowledgement or full reply will be sent to you within ten (10) working days. Alternatively, please email your feedback to [info@mvtc.org](mailto:info@mvtc.org) and a response can be expected within 48 hours.

#### Telephone feedback

Call the relevant Facility Reception or our company Headquarters and you will be directed to an appropriate person.

## Magna Vitae Facilities

### Magna Vitae Head Office

Office 11, Fairfield Enterprise Centre, Lincoln Way, Fairfield Industrial Estate, Louth, Lincolnshire, LN11 0LS

01507 613445 | [info@mvtc.org](mailto:info@mvtc.org)

### Meridian Leisure Centre

Wood Lane, Louth, Lincolnshire LN11 8SA

01507 607650 | [meridianleisurecentre@mvtc.org](mailto:meridianleisurecentre@mvtc.org)

### Horncastle Pool & Fitness Suite

Coronation Walk, Horncastle, Lincolnshire LN9 6HP

01507 522489 | [horncastlepool@mvtc.org](mailto:horncastlepool@mvtc.org)

### Skegness Pool & Fitness Suite

Grand Parade, Skegness, Lincolnshire PE25 2UG

01754 610675 | [skegnesspool@mvtc.org](mailto:skegnesspool@mvtc.org)

### Station Sports Centre

High Street, Mablethorpe, Lincolnshire LN12 1HA

01507 472129 | [stationportscentre@mvtc.org](mailto:stationportscentre@mvtc.org)

### London Road Pavilion

Louth, Lincolnshire LN11 9QP

01507 605968 | [londonroad@mvtc.org](mailto:londonroad@mvtc.org)