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 you have any queries, any member of our team will be happy to help you.

General Conditions of Use

1. MV Card (WC) 

(a) The MV Card is issued to the named cardholder and in accordance with our Terms & Conditions. The card is non-transferable and must be presented to the card holder at all times. The card is valid for entry to MAGNA VITAE facilities at all times. An adult is a responsible person aged 16 years or over. 

3. Times 

The MV Card can only be used by the named cardholder and in accordance with all the provisions of this document. Our opening hours are subject to change. If you have any queries, a member of our team will be happy to help you.

3. Terms and Conditions of Use

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4. Payment 

(a) All cash or credit card bookings must be paid in full at the time of booking the facility. 

(b) All bookings are to be paid in full on the day of arrival or in advance by invoice which must be paid within 14 days of the date of invoice. Any queries on invoices must be paid by the hirer at their own expense. 

(c) The fee for use of a facility after the booked time per the booking contract will be charged for a further day. If the hirer/ users have contravened the requirements above, then a charge of £50 or the anticipated loss of profits will be made, or a charge of £10 for any violation of the equipment or decoration shall be carried out without any written consent of the Operations Manager. 

14. Magna Vitae insurances 

Magna Vitae accepts no liability for death or personal injury incurred, or accidental damage to, or any loss of any property contained therein whether belonging to Magna Vitae or a hirer/ contractor, and for any damage or injury, or any removal or any repair of any such furniture, fittings or equipment which may be caused, or contributed to, by the hirer/ contractor. The decision of Magna Vitae is the appropriate sum to be paid by the hirer in respect of damage done to the facility shall be final and conclusive; 

Commencement of making the booking; 

Condition as at the start of the session/booking; 

25. Smoking 

Smoking is not permitted inside any part of MAGNA VITAE premises. Smoking is permitted within the designated smoking area, or in a designated smoking area.

Magna Vitae is a Registered Charity. Charity Number 1160156. A Partner to East Lindsey District Council.

Magna Vitae is the trading name of MAGNA VITAE Limited, a company registered in England and Wales with registered number 1160156. The registered office is 110 Victoria Street, Skegness, PE25 2QZ.

Magna Vitae reserves the right to cancel any event or booking, without notice as necessary. In the case of cancellation by the facility, the hirer of the paid fee will be refunded. (Refer to Part 6 ‘Refunds’).

The Operations Manager reserves the right to refuse any applicant for membership of a venue, and to refuse a request for the hire of such a venue, if the facility deems it to be necessary, or in the interest of the health and safety of the hirer/ users.

(a) In the event of a booking of a venue being cancelled by the facility, or access being granted by the facility, the hirer/ users shall not be entitled to claim any costs incurred in consequence thereof or therein.

(b) If any circumstances over which Magna Vitae has no control renders the facility unusable for the hirer on any day of the booking or any part of such day, the hirer shall not be entitled to claim any costs incurred in consequence thereof or therein.
44. Student membership (cash)
Student Membership is only available to those in full-time education or those aged under 18 at the time of registration. All MV WaterWise students must hold an MV card and agree to its conditions of use. This membership will then continue with the new company. All MV WaterWise members must hold an MV card and agree to its conditions of use.

- Close any Magna Vitae fitness suite facility for a period of up to 7 days (in addition to Christmas Day, Boxing Day and New Year's Day) without providing any advance notice for this period. For essential maintenance to a facility and it's responsibility for ensuring that all Magna Vitae facilities are available at all times, the relevant Operations Manager will be responsible for the return of the facility.
- If you fail to respond to our correspondence and do not pay the amount that you have missed, alongside the amount due for the current month, you will then be provided with a direct debit demand notice.

47. Direct debit membership payments
All direct debit collections will be made monthly in advance and will not be automatically collected on the 28th day of the month. You will need to pay an amount (pro-rata) to cover your membership payments for the remaining days of the month. If you fail to pay the full amount of your membership fees on the 28th day of the month, you will be required to pay the outstanding amount within five (5) working days of the receipt of the delay notice in order to ensure the facility is operational.

- Non-maintenance contracts: Pay the full collection amount over the telephone at a Mag Vitae facility by 7 days. If you fail to make payment within the given time frame, you will be required to pay the outstanding fine within seven (7) days (in writing).

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Canceling your membership contract (this does not apply to informal groups of people or commercial arrangements). You are a School, Sports Club, Association or Organisation representing Magna Vitae's facility. All payments must be paid by the 28th day of the month. If you fail to pay your membership fees on the 28th day, you may cancel your membership. To do this we require you to pay us one full calendar month's notice in writing or email. If your written cancellation is received from us (at least one month before the end of the month) we will provide you with a full refund of the outstanding balance. Outside of the 14 days money back guarantee MV membership payments, fees and charges are non-refundable and non-transferable.

If you do not pay your membership fees when it is due (pro-rata) you will be required to pay double the amount due (direct debit only). Payment for any service, hire and/or Facility booking must be made at the time of booking. All customers will be issued with a receipt as proof of payment at point of sale.

48. Freezing Your Direct Debit
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 given, a cancellation fee will be charged. All bookings can be cancelled in person, by telephone or e-mail at each facility. If a prepayment booking is cancelled by Magna Vitae a full refund or credit will be provided. In the event that the customer requested the customer will be required to present the original receipt issued to them at point of sale.

54. Block bookings
Block bookings are available to sports clubs or formally constituted organisations who currently run a regular and time. It is generally accepted that a period of six (6) months or more is preferred that school swimming booking applications are invited to book a block booking for the academic September - July.

- If you are paying a direct debit for another individual you will be required to sign a consent form (confirming the authority of the person you are acting on behalf of).

35. Termination of your membership
In all circumstances you must cancel your membership in writing (email will suffice). In the event of cancellation, you will be responsible for any outstanding fees for the current month and any outstanding administration/fees. Payment will be required in advance in either by monthly direct debit or by the use of a Mag Vitae Gift Voucher (subject to availability). When a purchase order number is required for an invoice, the customer must pay with this at the time of booking soliciting and/or time.

Groups to whom facilities are booked have exclusive use during their booked sessions (excluding a case of no-show). For any fixtures or time periods, the area booked will be clearly referenced on the booking form.

56. Booking Cancellations
If you cancel one or more of the classes within the booking period, the block booking discount will no longer be applicable and the full block booking will be withdrawn and the full price refunded.

57. Courses
Courses are subject to availability and will be run if there is a sufficient number of participants. A minimum of 10 people is required for a course to run. No refunds will be provided for bookings within 14 days of the course start date. All students have received their COVID-19 vaccination. As such, we have removed our mask or medical treatment in have recently consumed alcohol.

Close any Magna Vitae fitness suite facility for a period of up to 7 days (in addition to Christmas Day, Boxing Day and New Year’s Day) without providing any advance notice for this period. For essential maintenance to a facility and its responsibility for ensuring that all Magna Vitae facilities are available at all times, the relevant Operations Manager will be responsible for the return of the facility.

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