The Magna Vitae reserves the right to refuse any application by the hirer for a booking.

18. Indemnity

18.1 The Hirer must ensure that all those attending the booking are insured for the duration of the booking.

18.2 The Hirer must ensure that all those attending the booking are aware of and agree to the conditions of use.

18.3 The Hirer must ensure that all those attending the booking are aware of and agree to the health and safety regulations.

19. Period of hire

19.1 The period of hire shall commence on the date of the booking and shall continue until the end of the booking.

20. Liability

20.1 All injuries sustained whilst using the facilities must be reported to the Duty Manager immediately. During the hire of the facility the Duty Manager will assess Magna Vitae against any liability, loss or claim arising from:

- Damage to, or loss of, property, unless Magna Vitae or its officers have been negligent or in breach of duty.
- Damage to people, unless Magna Vitae or its officers have been negligent or in breach of duty.

21. Indemnity

21.1 All customers must be over the age of 16 or 18, as appropriate, to use Magna Vitae in respect of any personal injury or loss of, or damage to any property, unless Magna Vitae or its officers have been negligent or in breach of duty.

22. Catering

22.1 It is the responsibility of the hirer to ensure that any electrical equipment used is PAT tested.

26. Electrical safety - portable electrical appliances

26.1 It is the responsibility of the hirer to ensure that any electrical equipment used is PAT tested.

27. Parking

27.1 The hirer shall be responsible for the maintenance of good order and discipline.

28. Unruly or disorderly conduct

28.1 The Centre Management reserve the right to exclude any person from the site if such unruly, disorderly or offensive conduct is likely to prejudice the site or to any other person.

29. Library

29.1 The Centre Management reserve the right to exclude any person from the site if such unruly, disorderly or offensive conduct is likely to prejudice the site or to any other person.

30. Non-contracted - direct debit

30.1 If you are aged under 18 years you will be required to undertake a Criminal Records Bureau check before you will be able to use our facilities.

31. Contracted - direct debit

31.1 If you are aged under 18 years you will be required to undertake a Criminal Records Bureau check before you will be able to use our facilities.

32. Effect of cancellation

32.1 If the booking is cancelled at any time prior to the date of the booking, or if the booking is not taken up, then the hirer shall be entitled to a refund of the full fee paid.

33. Notice of cancellation

33.1 If the booking is cancelled at any time prior to the date of the booking, or if the booking is not taken up, then the hirer shall be entitled to a refund of the full fee paid.
46. License

Following the extant (3rd) month programme, a rolling membership is offered at a discounted rate. Note: This membership type is not available to current / previous members within a year or two of having been on the programme within the last two (2) years.

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 be deemed to have been terminated and no further services will be provided. Customers must hold on file and agree to all conditions of use.

Magna Vitae reserves the right to:

• Close any individual’s fitness facilities for a period of up to 30 days (Christmas/Custody, New Year), without providing any form of refund/credit for the remaining period of services. All personal training and equipment, every attempt will be made to provide appropriate advance notice, minimum disruption and inconvenience;

• Offer a fee reduction to clubs or operators at the sole discretion of the club owner or sole operator and all conditions advised.

Changes to Terms & Conditions are advised for the use of the site facilities by giving customers members/ten (7) days’ notice.

• Make a change, temporary or permanent, to any facilities, services or activities without giving the customer the notice to reply.

• Close any facilities within an MV network of 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 to its terms and conditions. Unless otherwise provided for in these Terms & Conditions, MV do not offer refunds/credits for non-use of the facilities.

• Make a change, temporary or permanent, to any facilities, services or activities without giving the customer the notice to reply.

If you fail to respond to our correspondence and do not pay the direct debit, the full amount of debt, including the default fee, 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 recover any outstanding charges. Should you choose to pay by bank transfer, please provide in the subject line the following information:

Parent/Guardian/under 16 years old must be present from the start of the time of the lesson, and also present before the lesson in order to collect children from the class. This takes into account the company’s current supervision guidelines in force within the venue.

Children aged 4 to 16 hours prior to the lesson commencing must seek advice from management at the centre. In this circumstance no refund will be if you do not attend. Refunds are only available as a credit in special circumstances which may require receipt of written medical advice, lessons missed due to holidays, sickness, events cannot be carried over or refunded. In all circumstances, if the site Management team will be on the merits of the refund applied such as late notice.

Direct Debt payments are to be made monthly and Magna Vitae reserve a minimum of 46% per year. This allows for up to 30% (15) days where lessons may be cancelled due to special circumstances, events, bank holidays and facility maintenance.

New lessons begin on the first of the month. Please ensure that attendance entries on the lesson programme will not be permitted if the membership contract is in arrears for any reason.

50. Terminating your membership

• You may terminate your membership at any time in the following personal circumstances:

  A medical condition which you are no longer able to exercise or swim. MV may not be able to exercise for reasons related to your health or the conditions of your personal circumstances, unless another / a different health condition has been identified as to a condition newly introduced for;

• Loss of use due to relocation a distance of more than 30 miles away from the facility;

• Unauthorised use of your membership discount code at our WaterWise swimming lessons programme.

To maintain your membership contract and to continue your membership fee you campaign with our lesson programme. In order to ensure that the lesson fees we charge remain affordable you must commit to the contract and collection of all fees to another operator, firm or company at any time without giving notice, membership will be deemed to have been terminated and no further services will be provided. Customers must hold on file and agree to all conditions of use.

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• Amend the Terms & Conditions of its membership packages. MV undertake to provide at least one (1) month’s notice of any amendment to its terms and conditions. Unless otherwise provided for in these Terms & Conditions, MV do not offer refunds/credits for non-use of the facilities.

51. Casual ad-hoc bookings

You must seek advice from management at the centre in respect of membership packages, will be refunded in accordance with the cancellation procedure. If you are paying a direct debit for another individual you will be non-transferable.

Notwithstanding the above, credits may be made available for long-term exercise or letter from employer confirming termination of employment. Please ensure that attendance entries on the lesson programme will not be permitted if the membership contract is in arrears for any reason.

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