

## Cheltenham College Swim Club and Squash Club Terms and Conditions

### **Constitution:**

Cheltenham College Sports Centre's primary role is to provide facilities for the pupils of Cheltenham College (hereafter "College"). College also wishes to make these facilities available to the wider community, under the management of Cheltenham College Services Ltd (hereafter "CCSL"). CCSL contracts the services of Sports Centre staff to manage the running of **Cheltenham College swim club** and **Cheltenham College squash club** on a day-to-day basis. The management of the CCSL may alter the terms and conditions, as necessary, by sending you either an updated version or notification of minor changes. You are free not to accept these changes however we would ask you to notify us in writing of your non-acceptance within 14 days of your receipt, failing which we will be entitled to treat our agreement with you as being subject to the updated version. Should you object to these changes, you have the right to cancel your booking and we will refund your unexpired subscription.

### **Membership:**

1. All current College pupils are members of the Cheltenham College Sports Centre within term time. Members of staff may be members under such terms and conditions as are laid down by the College Executive Committee.
2. Cheltenham College Sports Centre offer 2 types of membership – swim club and squash club and the option of a combination of these memberships.
3. Membership is available to members of the public under the terms and conditions set out herewith.
4. College is committed to safeguarding and promoting the welfare of children.
5. The number of members at any time may be limited at the discretion of the Sports Centre Manager.
6. All charges will be set annually on 1st September and will as far as possible remain unchanged throughout the year. Members will be informed of the rates. The subscription shall become due upon the member being accepted.
7. All subscriptions are payable annually by credit or debit card, in advance and the membership will not be valid until the appropriate subscription has been paid.
8. Fees, subscriptions, and charges may be liable to the addition of Value Added Tax at whatever rate is laid down by H.M. Revenue and Customs at the time.
9. Membership may be terminated if any payment for subscriptions is rejected.
10. Joint membership for Swim Club and Squash Club applies to 2 members of the same family, living at the same address.
11. Memberships are only open to those 16 years of age and above.
12. All members will be issued with a membership card which will remain the property of the Cheltenham College Sports Centre. For security purposes all members must have their photograph taken at Reception; it will be processed onto the membership software. Members must present

their membership card at Reception on each visit, before using the facilities.

13. A charge of £5 is payable for the issue of replacement cards, whether lost or damaged.

14. Membership cards are not transferable, and the membership fee is not refundable.

15. The management shall be under no obligation to renew membership however, in the event of such renewal, the conditions set out herewith, shall continue to apply.

16. Payment is regarded as accepted of these Terms and Conditions

### **GDPR (General Data Protection Regulations)**

<https://www.cheltenhamervices.co.uk/privacy-statement/>

The Sports Centre will only use personal information held for the following purposes:

- a. to administer your membership.
- b. to contact you when necessary.
- c. to help the Sports Centre comply with their legal obligations (for example, there may be a need to keep a record for health and safety reasons if you have an accident or for safeguarding reasons).

Medical:

1. When you accept these Terms & Conditions, you take responsibility for the fact that, should you have any medical conditions, you have checked things out with your doctor before starting with us.

2. Medical conditions must be disclosed to Cheltenham College Sports Centre regarding your health.

All information received is treated in confidence and with sensitivity.

3. If you have a heavy cold, sinusitis or an ear infection we recommend you do not swim.

4. If you have a verruca, cover with a plaster when swimming and seal with a waterproof sock.

5. Following on from sickness we request you are clear of any symptoms for 48 hours prior swimming.

6. Adults and children must not swim if they have had a diarrhoeal illness in the past 14 days, as advised by the NHS.

Conduct of members:

1. No smoking will be permitted at any time in the Sports Centre or on College premises.

2. No alcohol will be permitted to be consumed in the Sports Centre or on College premises.

3. All members are expected to wear appropriate clothing, swimwear and clean, non-marking footwear.

4. If the member's conduct is, in the opinion of the management, considered to be unsuitable they may be disqualified from making use of the facilities and forfeit membership, without refund.

5. Members must use equipment and facilities safely and properly and take care to safeguard their own health and safety and that of other users.

Guests of Members:

1. Guests must be accompanied by a member and should pay the appropriate guest fee.

2. Members are responsible for ensuring that their guests obey the rules.

General:

1. The Sports Centre Admission Policy, available on request, states that the Duty Manager reserves the right to refuse admission to the facility, particularly to the swimming pool, when doing so is likely

to cause overcrowding.

2. The management reserves the right to vary the opening times with due notice, not normally less than a week, which may result in closure of the Sports Centre.
3. The management reserves the right to vary, at no notice, the opening times of the Sports Centre to necessitate repairs or maintenance.
4. The management will endeavour to keep the facilities in good working order but accept no responsibility for any failure or breakdown. In such an event, members will have no redress or course of action against the College.
5. Occasionally Cheltenham College Sports Centre may have to close some, or all, of the facilities due to circumstances beyond their control. This means anything which Cheltenham College Sports Centre could not prevent by taking reasonable precautions such as a health epidemic, extreme adverse weather conditions or industrial action. Should this happen, Cheltenham College Sports Centre will not be in breach of these terms and conditions if you are unable to use our facilities.
6. Swim and Squash members must book, up to 7 days in advance, in person, by telephone or e-mail quoting their name.
7. All members should be aware that College and The Prep requirements may take precedence at certain times and facilities may occasionally be unavailable at short notice.
8. Members are required to inform the management of any change of address, telephone numbers or e-mail details.

- **Rights and Liabilities**

1. Members must not enter the pool or use the equipment without a lifeguard being present.
2. The management cannot accept responsibility for any damage to or loss of personal property brought into the Sports Centre, however caused, or to vehicles and contents parked in the grounds of College.
3. College and its employees shall be under no liability in respect of injury to members or guests caused by negligence or recklessness of the members or guests.

All correspondence should be addressed to:  
Cheltenham College Sports Centre  
Thirlestaine Road  
Cheltenham  
GL51 7AH

Telephone: 01242 705551

E-mail: [sportscentre@cheltenhamcollege.org](mailto:sportscentre@cheltenhamcollege.org)

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