



## Terms and Conditions

Colfe's Leisure Centre (CLS) is a leisure centre situated within Colfe's School, Horn Park Lane, SE12 8AW and is owned and operated by Colfe's Leisure Services Limited (Company Number: 2586190).

We aim to provide the best possible service and facilities. If you are unsatisfied with the service or facility you receive, feedback can be made by contacting the centre at [leisurecentre@colfes.com](mailto:leisurecentre@colfes.com). Alternatively, you can speak to a member of the management team on duty.

### 1. Membership Application

- a) To make an application to become a member, you must either complete a membership application via our Client Portal. The club offers different membership categories, which can be found on the club's website, "membership" page or within the centre.
- b) Every applicant must be at least 16 years old. Proof of age may be required.
- c) Colfe's Leisure Centre staff have absolute discretion to reject membership applications. If we accept your application, this signed document becomes a contract, which will commence on the start date that you have requested.
- d) You agree that the information that you have submitted is true and accurate and that any changes to these details will be submitted to us as soon as possible.
- e) Every member has access to our Mobile Application. This includes a QR code which will enable you to "check in" to the centre. Members must always check in on arrival.
- f) Membership of the club is personal to you and cannot be assigned or transferred. Any person found imitating another member will be banned from the club premises. If the member is found to be complicit, their membership may also be revoked.
- g) Upon joining Colfe's Leisure Centre, it will be necessary to have your photo taken. This is so we can identify you and prevent imitation.

### 2. Fees

- a) CLS charge a one off, non-refundable joining fee. This will not be applicable for annual memberships.
- b) A pro-rata fee will also be applicable when first joining, unless purchasing an annual membership:
  - If joining before the 10<sup>th</sup> of the month, the pro-rata fee will cover the remainder of the month.
  - If joining after the 10<sup>th</sup> of the month, the pro-rata fee will cover the remainder of the month and the following month.
- c) CLS reserve the right to reduce the joining fee and pro-rata fee for promotional purposes.
- d) CLS monthly memberships are collected by direct debit.
- e) If you wish to upgrade or downgrade your membership, you can do this via the Client Portal. Please be aware that this requires one month's notice.
- f) Annual membership fees are valid for the membership duration. CLS reserve the right to increase fees once the membership period is over and when re-joining, however CLS will provide one month's notice, in writing.
- g) It will be the responsibility of the member to notify us of their eligibility for the 65+, student or Colfeian membership discount. CLS will not backdate any membership fees, however, may seek back dated payments for student memberships that are no longer eligible.
- h) CLS reserve the right to increase membership fees; however, a minimum of one month's notice shall be given, in writing.



### 3. Children's Usage

#### General

- a) Every applicant must be at least 16 years old. Proof of age may be required.
- b) An adult must always accompany under 16's.
- c) Under 8's must be accompanied and supervised in the pool and around the centre at all times.
- d) Children under 16 must vacate the building by 20:30.
- e) Under 16's are not permitted to use the centre before 10am on Sundays.

#### Gym

- f) Members between 16-18 may only use the gyms after having a gym induction. These can be arranged by speaking to a member of the club staff. (We highly recommend members aged 16-18 have a gym induction before using the facilities.
- g) Under 16's may not use the gyms at any times.

#### Swimming Pool

- h) Over 8's who can swim 25 meters confidently may swim without an adult. The supervising adult must be present at all times.
- i) Children aged 8 and over, must use the appropriate changing rooms.
- j) Adults are allowed a ratio of two children under the age of eight to one adult and must not exceed these limits.
- k) Children must keep to the designated family area, unless swimming laps.

### 4. Guests

- a) Members can bring up to a maximum of three guests at any one time, unless there has been prior agreement from the operations manager.
- b) Members shall be responsible for their guests at all times.
- c) Adult guest fees apply to members who are 16 and over.
- d) Child guest fees apply to children between 4-15 years of age.
- e) CLS staff can refuse the right of entry.
- f) All guests must register on the online portal and accept the Terms and Conditions and the Health Statement.
- g) Children under 4 years can enter free of charge. Children between the age of 5-16, must pay the child guest fee.

### 5. Entrance to the club

- a) You must scan a membership card or QR Code on every visit to the club.
- b) If you have forgotten your card or QR Code, you must present yourself to the reception desk, before entering the club. The reception team will confirm your details on the system and check you in manually.

### 6. Terminating your membership

- a) CLS monthly memberships operate a rolling, monthly contract. You will continue to be charged until you cancel your membership on the Client Portal.
- b) Annual memberships will expire on their relevant date. Notice is not required; however, you will receive notification before your membership expires.
- c) CLS offer a 14-day cooling off period, during which a full refund will be provided.



## **7. Discounted Membership Offers**

- a) CLS provide corporate membership, which can be purchased by employees, and for employees.
- b) Corporate memberships can be purchased by registered companies only.
- c) Corporate applications must have a minimum of five members joining initially. Individual members from the same company can then join at any time thereafter.
- d) If the amount of employees from the same company falls below five, your membership fee will automatically increase to the full individual monthly rate.
- e) Annual corporate rates may also be purchased.
- f) Student membership applications will be required to provide proof of eligibility. A student card or university letter will be sufficient. You must inform the club once you are no longer a student.
- g) 65+ membership applications will be required to provide proof of age.
- h) CLS provide a reduced membership rates for Colfe's students and parents/carers of Colfe's students only, and on selected memberships only. These are known as "Old Colfeians". Proof of affiliation and family relationship must be shown before the discounted membership can be approved. We will accept a school email or letter as proof of school affiliation and driving license or passport as proof of family relationship.
- i) Colfe's Leisure Centre reserve the right to discount membership fees, which will not be passed onto existing members.
- j) Should you cancel your direct debit without notice, or your direct debit fails to collect for any other reason, CLS will cancel your membership immediately and the fee will be charged to your account. This fee must be settled before re-joining.

## **8. Our rights to Terminate**

- a) We reserve the right to suspend or terminate your membership at any time, if we feel you have breached your contract. In such circumstances, you will not be entitled to a refund.

## **9. Good Health of a Member**

- a) By entering this contract, you confirm that you are in good physical condition and are capable of engaging in physical activity.
- b) By entering this contract, you agree and understand that you are advised to undergo a medical examination prior to beginning a physical activity program. Those with diabetes, heart disease, high or low blood pressure and pregnant women should consult with their doctor to check which of the club's facilities should not be used.
- c) By entering into this contract, you agree to use the facilities in the proper way.
- d) By entering into this contract, you agree that you have consented to our Health Policy.
- e) CLS reserve the right to suspend your membership if you are not in sufficient good health to use our facilities and/or we have concerns about your health.

## **10. Opening Hours and Facilities**

- a) CLS will provide detail of opening times on its website and on club notice boards.
- b) CLS opening times are dependent on Colfe's School operations and will change throughout the year.
- c) CLS will endeavour to keep to the stated opening times, however reserve the right to change opening times at short notice for holiday periods, emergencies, maintenance, cleaning and school use.
- d) The swimming pool will close 30 minutes before the club, to allow for showers and changing.
- e) Opening times vary between different facilities. Members must vacate their facility at the stated closing time.

## **11. Your use of the club**



- a) When using the club, you must always act appropriately, adhering to the club rules laid out in this document. Any aggressive behaviour towards other members or towards staff will not be tolerated and may result in termination of your membership.
- b) You must wear the appropriate attire within all areas of the club.
- c) You may not enter the club if you are intoxicated.
- d) Smoking is prohibited anywhere on the school grounds, including the use of e-cigarettes.
- e) You must not engage the services of our staff for use of their services outside of the club, solicit other members to try to sell your own products and services whilst on the club premises, coach or be coached by other members without written approval of the operations manager.
- f) An adult must always accompany under 16's.
- g) Under 8's must be accompanied and supervised in the pool and around the centre at all times.
- h) The white fence is the leisure centre's perimeter. The field, climbing frame or any other part of the school and its facilities are not part of the centre and not included in the membership, please keep to the paths at all times.
- i) All members are required to confirm and understand our health statement before using the centre.
- j) Lockers may be used during opening hours only. Any items left in lockers when the centre is closed will be removed. CLS staff reserve the right to open any locker at any time; however, will always do this with a witness.
- k) Lost property will be kept for a minimum of two weeks and will be discarded thereafter.

## **12. Bookings and Payments**

### **Courts/Pitches**

- a) Members can book badminton, tennis, basketball and table tennis via our online booking platform, free of charge. All guests must pay a fee.
- b) Each member can book two courts/pitches per day.
- c) Bookings can be made a maximum of fourteen days in advance.
- d) We operate a 24-Hour cancellation period.

### **Classes**

- a) Members can book exercise classes via our online booking portal, free of charge.
- b) Bookings can be made a maximum of thirteen days in advance.
- c) Members who do not turn up for classes "No Shows", one time in one day, will be blocked from booking classes for seven days.

## **13. Guest Passes**

- a) The club may, from time-to-time issue guest passes for membership promotions, marketing and gifts.
- b) All guest passes are valid for three months from the date of presentation.
- c) Guest passes do not include exercise classes.
- d) You must be 16 years or older to use the facilities by yourself.
- e) CLS staff can refuse the right of entry.
- f) All guests must register on our Client Portal, read and accept these Terms and Conditions and the health Statment.
- g) Only one guest pass per person.



#### **14. Car Park**

- a) There are two available car parks. Upwood Road and Horn Park Lane. The Upwood road car park is closest to the Leisure Club facilities.
- b) The car park is reserved for CLS members, swim academy parents/carers, hires, school staff, parents of school children, contractors and CLS staff only.
- c) All cars must be parked in designated parking spaces, as marked out in white lines.
- d) If there are no spaces available, you must find alternative arrangements. We recommend walking or cycling where possible
- e) You must always observe the speed limit within the school.
- f) CLS reserve the right to close the car park at any time, however, will always aim to give appropriate notice.
- g) Any car left on the premises after closing may be removed
- h) CLS accept no responsibility for damage or theft to your car.

#### **15. Changes to the Contract**

- a) You may upgrade/downgrade your membership via the Client Portal. You must provide a minimum of one month's notice and prorated fees may apply.

#### **16. Amendment of Terms and Conditions**

- b) We may from time to time amend these terms and conditions. If you do not find these changes acceptable, you may terminate your membership via the Client Portal.

#### **17. Disclaimer of Liability**

- a) Neither the proprietor nor any of the companies within the Colfe's Leisure Services group of companies, or their agents or employee of the owner shall be liable for loss, damage or theft of personal property belonging to a member or any guest occurring on the club premises, except where injury, death, loss, damages, or theft is caused by negligence of the proprietor, its employees or agents.
- b) Neither the proprietor nor any of the companies within the Colfe's Leisure Services group of companies, or their agents or employee or owner shall be liable for any death, injury and illness to a member or any guest occurring on the club premises, except where injury, death, loss, damages, or theft is caused by negligence of the proprietor, its employees or agents.