



ATLANTIC RACQUET CENTRE (ARC) TERMS & CONDITIONS AS A MEMBER OR USER

The following terms and conditions are an agreement between you (the user), and 'Atlantic Racquet Centre, and its subsidiaries including ARC Centre Ltd and ARC Tennis & Sports Club ("ARC", "Atlantic Racquet Centre", "ARC Fitness", "us" or "we")'. By completing the registration process on our website, including TeamUp & ClubSpark you are accepting all the terms and conditions outlined in this document. You should only complete your registration if you have read them in full and accept them.

Medical Information & Emergency Consent Form

All users (or guardians of users) must complete the PAR-Q Health Questionnaire and Emergency Consent Form before using the centre and, by doing so, warrant to us that you have no known condition or are undergoing any treatment that would prevent you from being capable of physical exercise in all material respects and that such exercise will not be detrimental to your health. Your health and wellbeing are your sole responsibility. If in doubt, it is your sole responsibility to consult a medical practitioner and/or stop using the centre.

Membership Agreement

(if applicable – if you are not applying for a membership please skip this section)

- You must be a minimum of 16 years old to register as the main contact on any of our memberships.
- Your membership allows you to access the ARC facilities in accordance with the type of membership option that you have selected as set out on our website and joining info.
- Your membership applies to you personally: you cannot lend, assign or transfer it to another person. In the case of multi-person memberships the membership applies only to those named on your account with us.
- Members under 18 years of age must be under the supervision of a parent/guardian at all times when using the centre unless they are taking part in a structured course/class organised by the centre and the centre has formally taken on responsibility for them. Children aged 13+ may use the centre and its facilities unattended if their parent or guardian has completed and returned a 'parental consent form'.
- We reserve the right to make or change minor points or amendments in this agreement without notice to you.

Basic Racquet Membership Specific Conditions (applicable only if you have applied for 'Basic Racquet')

- Our Basic Racquet package covers up to 4 people who live within the same fixed address for more than 3 months of the year.
- The membership applies only to those named on your account with us, and cannot be lent, assigned or transferred to any other person.
- If accessing a Gym & Fitness membership through ARC Fitness, the multi-package discount available for existing ARC racquet members can only be redeemed by one person associated with the Basic Racquet membership – this should be the main contact.

Cancellation

You can cancel your membership at any time by contacting the centre.

- Memberships are billed on a rolling monthly basis and collected on or close to the 1st of each calendar month. Cancelling mid billing cycle is non-refundable.

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- All 'Junior Boost' and 'Adult Coaching' memberships can only be cancelled with a minimum of 30 days' notice. If you inform us of your decision to cancel with less notice you may still be charged for the following month.
- All other memberships can be cancelled at any time but must be cancelled at least 5 day's prior to the 1st of the next month (collection date). If a membership is cancelled with less than 5 day's prior to the 1st of the next month you will still be charged for the following month.

We reserve the right to suspend your membership without notice if:

- You commit a material breach of this agreement including, but not limited to: a breach of the membership agreement, health & safety terms, facility usage rules or code of conduct.
- You have breached any terms and conditions of this agreement; or
- Membership fees or other charges remain unpaid 7 days after the due date and such a breach is not remedied by you within 7 days, after being notified by us.

If your membership is suspended for any of the above reasons you will be notified in writing to confirm this and all membership rights and access will be revoked. You have the right to appeal this decision by following the steps outlined in our Complaints Policy.

Upgrades/Downgrades

You may upgrade to a more expensive membership package or downgrade to a cheaper membership package at any time.

- Members are limited to a maximum of 3 upgrades or downgrades in any one calendar year.
- When upgrading you will be charged the pro-rated price difference for the remainder of the existing month.
- When downgrading your existing membership will remain active until the start of the next month at which point your new reduced price will begin. You will not be given a pro-rated refund.

Payment

By signing up, completing the online application form and agreeing to be bound by these Terms and Conditions, you agree to pay all membership, pay as you go, court booking or other fees on time and in full.

Payment of monthly memberships are to be made through our booking software and collected monthly by GoCardless. Payment for courses, classes, and other purchases should be made via our booking software or in person at the centre reception.

- Monthly memberships are billed monthly on the first-of-the-month, your second and subsequent payments will be collected from you on the first of every calendar month. If you join after the 1st of the month you will be billed pro rata until the next billing cycle when it will bill to the 1st of each month.
- Payment for all other services should be paid in advance of the start time.

- All fees and prices may be subject to periodic increases and we reserve the right to pass on any changes in the rate of VAT to you.
- Access to the facility may be suspended if payment fails.

Promotions, Offers and Discount Codes

We will regularly offer promotions on memberships, services and products we sell.

- Any changes, made by you, to your membership type with an active discount applied will void the discount unless otherwise stated.
- All discounts are offered on a percentage basis, unless specifically stated.
- Unique Discount Codes are supplied and intended for use by the sole recipient of the code from ARC. Any sharing of codes will be dealt with in a fair manner, for example retrieving the discounted amount, however with recurring violations of policy we reserve the right to cancel membership.

Waiver of Liability

(Gym & Fitness Users Only)

All users of ARC Fitness must read and agree to the Waiver of Liability before using the facilities.

Booking, Attendance & Cancellations

- Booking courts, open gym slots, classes & courses should be done through our online booking software and in some cases sign in on arrival is required. Use of any facilities or services may be revoked if maximum capacity is reached and a user has not pre-booked or signed in.
- Users who fail to attend a booking will still be charged at the full rate. Repeat offences may lead to booking rights being reviewed or suspended.
- If you cancel any booking within 24 hours of the start time you will be charged the full amount. Re-booking and waiving of this charge is to be made at the discretion of the management team.
- We reserve the right to cancel facility and class/course booking at any time. We will endeavour to notify users booked in with as much notice as possible and we will refund the payment if the cancellation is within 12 hours of the scheduled start time.
- Where an automatic waiting list is used, those joining it will be notified automatically and offered a space via e-mail if one should become available.

Open Gym Booking

- Open Gym access is available throughout the listed opening hours. Booking into Open Gym is required prior to attendance within the maximum capacity limit set by us.
- Open Gym capacity will reduce when a class is scheduled and usage of some areas of the space may be restricted. Due notice of 15 minutes will be given of an upcoming class and any changes you will be expected to make. This will be enforced by the coach or member of staff on site.
- By agreeing to these terms and conditions you agree to these rules surrounding the reduced capacity around scheduled class times even if means adjusting your training, stopping your training or use of the gym.

Coaches/Personal Trainers/Instructors

Coaches, Personal Trainers and Instructors operate at the centre on both employed and self-employed contracts.

- All coaches, personal trainers and instructors are engaged in a legally binding contract with ARC which states that they must uphold necessary qualifications, meet minimum safeguarding standards and hold minimum public liability insurance cover.
- Only approved coaches, instructors and personal trainers are permitted to operate at the centre. Ordinary users are not permitted to deliver personal training or coaching whilst at the centre and if suspected of doing so may be asked to leave, and have any memberships suspended.

Health & Safety

You are solely responsible for your own health & safety and that of any dependants under your care when using the centre and must adhere to the following rules at all times:

- Not use the centre facilities whilst under the influence of alcohol, narcotics, tranquilizers or make use of any other medical substance which may affect your ability to exercise safely on our premises. ARC reserves the right to remove you from the premises if it reasonably believes you are unfit to use the facilities.
- If you are unwell, or have tested positive for any form of contagious illness which may pose a risk to the safety of other users you must refrain from attending the centre until such time as the risk to others has passed.

Facility Usage Rules

You are responsible for ensuring that you correctly use any facilities and/or operate any equipment which we provide in accordance with the following clear rules; by completing the registration process you agree to adhere to these rules. Any user not adhering to any of the rules listed below may be asked to leave the centre at the discretion of the management team, they may also have any memberships or upcoming services cancelled:

- You agree to use all facilities and equipment (including adjusting weights, levels, or settings) in a safe way as designed to do so and not in a way that might cause harm to yourself or others. You agree to not engage in excessive dropping/throwing of equipment. If you are in any doubt about how to correctly operate any equipment or use any facilities, you must consult one of our staff or volunteers before doing so.
- You agree to not engage in any exercise activity that may be potentially harmful to you or others (this includes contact sports such as martial arts and boxing unless this is within a scheduled session).
- You agree to clean, using sanitiser spray and wipes provided, and return any equipment used to its storage unit in a safe and orderly manner.
- You agree to not remove any equipment from the centre without express permission to do so from an ARC staff member or volunteer.
- You acknowledge that, from time to time, the centre may be unmanned. If there is an emergency while the centre is unmanned, you must utilise the emergency

button provided, this is located on the left of the gym entrance door, or use your own mobile phone to call the emergency services.

- You agree that you are solely responsible for your health and safety during all visits to the centre, and are advised to exercise extra caution when the centre is unmanned and/or when using outdoor facilities in inclement weather or poor light.
- You agree to take responsibility for your own property while on the premises including loss, damage and theft.
- You agree to not deliberately cause damage to the premises, or another user's property.
- You agree to not use, block or interfere with fire, emergency or disability access equipment (except in a genuine emergency).
- You agree to wait until a suitable break/moment when walking behind or close to another person who is actively engaged in activity.
- Where appropriate you agree to carry and use a sweat towel for personal use only and not to wipe equipment or surfaces with this.
- You agree to wear suitable clothing and footwear when exercising (bare feet, flip-flops, boots or a bare torso are amongst the range of clothing choices that is unsuitable). Exceptions may be made in specific controlled sessions such as Yoga and Pilates.
- You agree to not take photographs or videos on the premises or post remarks or imagery to the internet that could identify another Member or a Member of Staff unless express permission has been given.
- You agree to follow and at all times adhere to the centre's policies which can be found on our website – these include but are not limited to: Safeguarding, Diversity & Inclusion, Anti-bullying, Use of Changing Rooms, Health & Safety, Online Safety & Social Media, Photography and Filming, Smoking, Transport, GDPR, Privacy & CCTV, Compliments & Complaints Policy, ARC Fitness User Waiver of Liability, Group Coaching Session Policies, Approved Coach Policy
- You agree to follow and at all times adhere to the Code of Conduct For Members & Users as set out in the next section of this document.

Code of Conduct For Members & Users

All members & users agree to:

- Promote and encourage safe, fair and inclusive participation in exercise.
- Not behave in an aggressive, abusive, intimidating, anti-social or threatening manner or in a way that might cause distress to staff, volunteers or other users. Nor should they permit others to do so.
- Not engage in any type of criminal behaviour whilst on our premises.
- Be at all times welcoming and friendly to other members & users irrespective of their abilities, backgrounds or beliefs.
- Ensure financial honesty at all times and in all circumstances including paying for centre usage and products & services.
- Not smoke, or take illegal drugs of any kind at the centre or whilst representing the centre at competitions or events
- Adhere to ARC's Facility Usage Rules at all times


All children under the age of 18 agree to:

- Be at all times welcoming and friendly to other children, members & users irrespective of their abilities, backgrounds or beliefs.
- Participate in activity fairly and honestly
- Respect centre staff, volunteers and officials and accept their decisions and listen to coaches/instructors
- Not use bad, inappropriate or racist language, including on social media & online
- Not bully, intimidate or harass anyone, including on social media & online
- Talk to the centre Welfare & Safeguarding Officer or the Young Person's Welfare & Safeguarding Officer about any concerns or worries they have about themselves or others
- Adhere to ARC's Facility Usage Rules at all times

All Parents/Carers of children under the age of 18 agree to:

- Positively reinforce your child and show an interest in their activity
- Use appropriate language at all times
- Be realistic and supportive
- Never ridicule, admonish or humiliate a child for making mistakes or underperforming
- Treat all children, adults, volunteers, coaches, officials and members of staff with respect
- Behave responsibly at the venue; do not embarrass your child
- Accept Official's decisions and do not interfere with competition
- Encourage your child to compete by the rules, and teach them that they can only do their best
- Deliver and collect your child punctually from the venue
- Ensure your child has appropriate clothing for the activity and weather conditions
- Ensure your child has appropriate food/drink for the activity
- Ensure that your child understands their code of conduct
- Provide emergency contact details and any relevant information about your child including medical history
- Adhere to ARC's Facility Usage Rules at all times

This Policy is recommended for approval by:

Signed: 

ARC Chair: Anoushka Lynd

Date: 12/04/2024

Signed: 

Club Welfare Officer: Tish Shere

Date: 12/04/2024