



Interpretation

The Council means Bolsover District Council. The Centre means Go! Active @The Arc and the appointed Leisure Management Partner means Rock Merchants Ltd T/A Pulse Fitness.

The Manager means the Manager or member of the management team in post at the centre.

User means any person using the centre or its facilities whether or not any charge has been paid, and includes spectators.

Bolsover District Council's staff have a right to refuse entry to any member of the public if they deem their behaviour to be inappropriate.

Examples may include discrimination of any sort, inappropriate clothing for activity being undertaken, abuse of membership scheme, allowing non registered members to use wristbands etc. No refunds will be made for refusal of entry or exclusion from the facility under such circumstances and may lead to cancellation of the whole membership and all Household Members.

Admission and fees

For all information relating to fees, memberships and prices please visit main reception of the centre or our web site.

Those admitted to the centre are only admitted on the basis they will observe these rules. There is no admission without the required payment. All fees must be paid prior to commencing use of the facility.

All first time users must issue the centre, with their name, DOB, and a current contact telephone or email address. A head shot photo of this person may be taken on the first use depending on the type of membership taken out. Please note that wristbands will not be allocated without this information being on the system.

This information is used for the safety and wellbeing of all users within Go Active @The Arc and for us to be able to identify incidents and report them where necessary.

The personal information you provide will be processed and held by Bolsover District Council and their Strategic Leisure Operator Pulse Fitness for the purpose of managing and operating the access to the leisure facilities at Go Active @The Arc only.

All persons entering the centre must purchase the appropriate ticket or produce a current and active membership card/ wristband.

Customers who are eligible for a concessionary rate must show relevant supporting evidence when required.

All tickets including membership cards must be produced or surrendered to the Manager or Duty Manager on demand.

The Council reserves the right to refuse admission or to remove from the centre any user. Users shall at all times comply with all reasonable instructions and requests of the management team to carry out and observe all instructions relating to the use of the centre and conduct therein.

Some activities have age restrictions thus proof of age may be required. All classes, including those in the pool are restricted to those aged 15 years and above, unless it is specified that it is a Child/Teen aimed exercise class. Children aged 15 years and over are allowed admission to the gym.

All members must use their own membership wristband at all times within the centre and swipe it to validate their visit/participation in each activity.

If misused, wrist band's will be confiscated until the correct member collects it. There is to be no tailgating at any of the access points in the facility. Individuals need to swipe in for each activity they are doing so attendance can be recorded. This can be done at Reception or at one of the kiosks located in Reception and outside the Studios.

It is a member's responsibility to keep safe their personal Pulse Move Fitness card for the gym, should it be lost, stolen or misplaced the member must purchase a replacement from the main reception. The member wristband must be produced at all times for access to the facilities and gain access to the desired area of use. A lost or damaged wristband must be reported to reception. The user will be charged for a replacement. Repeated failure to bring your wristband may result in refusal of admission.

Membership

As part of any membership you will be asked for your name, address, date of birth, bank details if you wish to purchase a monthly direct debit membership and your photo. At times we may ask for other information which we will explain at the time what it is to be used for.

In order to avail of the monthly direct debit membership you must pay your first month and 30 day notice upfront followed by the monthly direct debit payment for that membership. If you wish to avail of the monthly cash membership the minimum term will be 12 months' cash upfront for that membership. There may from time to time be discounted rates for cash upfront memberships.

If you fail to pay your monthly direct debit you have 14 days to make this payment. If you fail to make this payment within 14 days then we will use your 30 days' notice period for that month. At the end of that month you will no longer be a member and if you wish to use the facilities you will either have to re-join or pay the casual rates for the activities you use.

Please inform the centre in writing of any changes in your name, address, telephone number, email address. If a membership falls into arrears please note that any other bookings made under that membership will be cancelled. This may result in party bookings etc being lost. It is your responsibility to ensure your membership is paid correctly.

Household Membership offer

The offer entitles all inhabitants (limited up to six people) living at the same address, membership to the centre for the advance payment of £365. All inhabitants must provide proof of evidence of them residing at the same address. Ideally for adults this should be a recent original bank statement or a letter from your child's school for children.

The lead member on the Household membership should be aged 18 years and over

This membership is valid for a 12 month period from the commencement of your membership.

A Household Membership access includes: general swimming sessions, gym, fitness/studio classes, thermal suite, soft play, programmed activities including; aqua fun pool inflatable sessions, flume, 50+ social activity including Walking football, Badminton and Table Tennis, School Holiday programme and all Super Tots sessions (excluding Balanceability). Age restrictions apply to the different activities /areas. All other dry facilities including bookable sports hall activities such as courts and outdoor pitches will be offered at the reduced members price. All of the above are restricted to the facility opening hours and days of operation which will vary during holiday periods throughout the year including reduced opening hours and certain days of facility closure. Access to all of the above will be subject to availability and is limited by maximum occupancy levels.

Wristband recognition is required for this membership. The wristband allows us to identify that your membership is active and identifies that this wristband belongs to the correct owner. Children will only require a wrist band if aged 8 or over. Loss of a wristband will need to be reported to reception and a new one will need to be purchased. This will incur a charge.

If you are on a 4 x £75 monthly payment plan and you fail to make a direct debit payment, then it is your responsibility to pay this within 14 days otherwise your Household Membership will be stopped. Access to the centre will only be allowed for any members of the Household Membership when the debt has been cleared.

Bolsover District Council's staff have a right to refuse entry to any member of a Household Membership if they deem their behaviour to be inappropriate. Examples may include discrimination of any sort, inappropriate clothing for activity being undertaken, abuse of membership scheme, allowing non registered members to use

wristbands etc No refunds will be made for refusal of entry or exclusion from the facility under such circumstances and may lead to cancellation of the whole membership and all household members.

Required details will be taken at the start of your membership which will include you and your households family names, address, date of birth, head shot photograph, bank details if paying by direct debit, email address and telephone numbers. These personal details are required to activate your membership. Please see our web site for further information on our Data Protection Policy. Only the bank details for the lead person on the Household Membership are required. Children under 16 years of age do not need to provide personal email or mobile phone numbers.

This data is required to allow us to process your application. Your photographs are required to allow us to identify people who use certain parts of the building and help with our access control and child protection policy. Children must be with a parent/guardian when having their photograph taken for the membership. Your telephone numbers are used to allow us to contact you at any stage regarding your membership or if there is a matter we need to discuss with you. Your email address is used for all correspondence and the system automatically emails you your web log in details to allow you to book your classes, look up your contract and payment plans etc. via the web. Please note it is the lead members responsibility to ensure the centre has an up to date email address that they can be contacted on.

There cannot be any additional changes to your membership once you have signed the contract. No new members of your household can be added once the contract has been signed until the anniversary of the renewal. Memberships are not transferrable between people.

There are no cash or merchandise alternatives. The offer is strictly subject to availability.

All customers redeeming this offer are bound by the membership terms and conditions.

All customers redeeming this offer will be required to complete a health questionnaire, medical assessment and participate in a fitness suite induction.

Management has the right to remove, amend or extend this offer at any time or any part of the offer including the package content.

There are no refunds for "Go Active" Household memberships.

The renewal of the Household Membership is strictly the responsibility of the lead person registered. A member of "Go! Active @The Arc" membership team, will advise members of renewal approximately 1 month prior to expiry date. This will be done either via email or phone contact. Usage of the centre will then cease upon the renewal date if the membership has not been renewed. Following this date standard

fees and charges will apply for use of the centre. No refund of these fees will be offered when renewal of membership is undertaken regardless of timescales involved.

Please note: Household Membership is only available during renewal or general sale periods. The offer of Household Membership is not available continuously throughout the year, and failure to renew a Household Membership during your renewal month can lead to the loss of the Household Membership offer until it becomes available for general sale.

Freezing of Gym Membership Direct Debit Monthly Memberships ONLY

If you are unable to use the centre for any reason you may suspend your membership. You must however have completed three full months as a member to qualify for suspension. You may suspend for a minimum of one month to a maximum of three months within any period of 12 consecutive months. There will be a fee of £5 per month for each month your membership is frozen. This applies only to direct debit memberships only.

Household memberships cannot be frozen.

Cancellation of Membership

We have the right to refuse your application for membership.

If you wish to cancel your membership you must give written notice to the centre and cancel your direct debit. You must complete a cancellation form which can be collected from reception or our membership advisor and it is your responsibility under the direct debit guarantee scheme to cancel the direct debit at the bank.

The direct debit may be under the name Rock Merchants or Pulse Fitness.

Your PulseMove Fitness Card (gym users only)

On joining the centre you will be issued a PulseMove Fitness Card. Your PulseMove fitness card which will be programmed with your personal programme on it.

This PulseMove Fitness Card is personal to you and it cannot be assigned or transferred to another person. As such, you may not lend your PulseMove Fitness Card to anyone else or allow the PulseMove Fitness Card to be used by anyone else.

If you wish to enter the centre without a valid PulseMove Fitness Card, we reserve the right to refuse admission if you cannot provide alternative satisfactory proof of identity. We also reserve the right to refuse admission if you repeatedly fail to bring your PulseMove Fitness Card.

If you lose your PulseMove Fitness Card you may purchase a new one at the centre, to do this you will be required to present proof of address/identity.

Your Membership Wrist Band

On joining the centre you may be issued a wristband depending on the membership type. Each time you visit this centre you must use this wristband to enter the centre. Membership is personal to you and it cannot be assigned or transferred to another person. As such, you may not lend your wristband to anyone else or allow the wristband to be used by anyone else.

All wristbands confiscated will be blocked, and a replacement charge may apply, proof of identity and address will be required in order to re-issue a wristband. If you lend your wristband to another person then we may terminate your membership. Any persons found breaching this term and condition may receive a ban on usage of the facilities. This includes any children who are found to be using their parents wristbands to use any areas of the facility they cannot access on their own.

If you wish to enter the centre without a valid wristband, we reserve the right to refuse admission if you cannot provide alternative satisfactory proof of identity. We understand people sometimes are in a rush and genuinely forget their wristband so we may allow you entry without a wristband as long as you have photograph identification. Continued failure to produce a wristband may lead to you having to purchase a new one. If you lose your wristband you may purchase a new one at the centre, to do this you will be required to present proof of address/identity.

Wellness Memberships

You need to be seen and referred on to the Wellness scheme by a Health care professional. Once referred, you must attend an appointment with one of our Health Referral Instructors who will set you up on the 12 week scheme.

The first 12 weeks are free and include unlimited use of the gym and swimming pool. Certain classes as dictated by the Health Referral Instructors are also included. All other areas of the facilities are subject to the normal admission costs.

During this 12 week period you must attend a review meeting every 6 weeks with a Health Referral Instructor. Failure to do so may result in the membership being terminated.

After the 12 week period you will be offered the chance to purchase a membership at a reduced rate of £60. This will last for a further 12 weeks and allows access to the gym, swimming pool and certain classes.

After these 12 weeks you will need to revert to the normal membership categories to continue using the facilities.

Whether you are on the Wellness Referral Scheme or the discounted membership you are subject to the normal Terms and Conditions that are stipulated throughout this document.

Anyone found to be in breach of these Terms and Conditions may find their membership is null and void.

Health and Safety

All attendants on duty in the pool are responsible for the safety of bathers and their instructions must be followed at all times for staff and user's safety.

In order to achieve safe water supervision, one adult may supervise up to 3 children aged between 4 and 8 years wearing floatation aids and up to 2 aged between 4 and 8 years without floatation aids.

Babies must wear recognised swimmer nappies at all times when in the pool.

The pools are for the enjoyment of all bathers, including families and children. Please do not indulge in horseplay, which can be upsetting to others and also dangerous. Please refer and familiarise yourself with all poolside notices including the depth of the pool. Flippers and masks are not permitted. The use of fins and paddles are only permitted in Fitness swim sessions. No ball games are allowed in the pool. Only centre approved equipment will be allowed in the pool at any time.

In the interests of hygiene proper swimwear must be worn in the pool.

All jewellery must be removed prior to entering the pool and where possible long hair should be tied back.

All swimmers must shower before entering the pool. Please take care when entering the pool and do not run and jump in. It is advised to use the steps and safety handrail to enter and exit the pool.

All personal property is a user's responsibility and must be safely stored and locked in the lockers provided. Strictly no personal property is allowed unattended in changing rooms or poolside.

Strictly no photography within the building at any time. Requests for photographs of any kind, including via mobile phones, must be made to the management team. This can be done via Reception.

In the event of a fire, the fire alarm will be activated which is a continuous alarm noise. If activated during a swimming lesson please do not come onto poolside to collect your child. The pupils will exit the pool under the control of the teachers and centre staff and line up at the emergency exits. They will be held on poolside until they need to leave the building. Parents are requested to exit the building via the nearest emergency exit. The management reserves the right to hold practice alarm drills from time to time in order to test the procedure for clearing the centre in case of emergency.

Parents may spectate during swimming lessons from the assigned viewing area only and not poolside.

It is parent's responsibility to ensure their child adheres to all rules of the centre and abide the instruction given to their child whilst within the centre. In particular children must not run along poolside and must sit still and quiet in anticipation for their swimming lesson to commence. Children who display disruptive tendencies anywhere with the centre may be asked to leave by management and no refund will be given.

All accidents must be reported to the manager immediately and an accident form completed.

If your circumstances change at any time; that may inadvertently affect your safety when using the facilities please let a member of staff know immediately.

For your safety some facilities and activities within the centre operate age restrictions.

Facilities and Services

The Council reserves the right to alter, amend or cancel admission charges, availability of facilities, access to facilities, timing of activities and classes at any time and without notice.

All users are requested to vacate all facilities when a period of time for which they booked has expired as they may delay other users who have paid for the next booking.

All users must respect all equipment, facilities, furniture, fittings, apparatus and building infrastructure at all times. A user shall pay to the Council on demand the cost of any damage caused.

Disabled facilities have been provided for strict use only by the disabled user and their carer and family.

Swimming Activities

We have a 25m swimming pool, a teaching pool, and a waterslide and as such offer a number of public and private sessions for lessons, block bookings, free play and private hire.

All pro-rata payments for swimming lesson Direct Debits must be paid in full at time of booking. The first payment consists of a pro rata payment and a 30 day notice period payment. There is no refund given for these initial payments. There is no entitlement to any refunds or credits for lessons not attended. Badges will be taken at the teacher's discretion and can be purchased in full at the main reception.

All swimming lesson courses need to be pre-booked, waiting lists will be in place for all courses and parents will be notified in advance when a vacancy arises. Once notified that your child has attained the required level needed to progress, it is the responsibility of the parent/guardian to action the move. Please note that for your child's swimming ability to progress they may be required to change class to a different time/day and or teacher. Under 8's need to visit reception in order to sign in for swimming

Please see the separate Terms and Conditions for Swimming lessons for more information.

Fitness Suite

Only adults aged 15 years or over are permitted to use the gym; unless they are participating in a certain class/activity which is aimed at those who are younger.

All gym users must complete a medical questionnaire and participate in an induction with one of our fitness instructors prior to using/visiting the gym.

Please wipe down the machines with a towel after use. Please ensure all equipment is returned safely to its original location.

We respectfully ask users to wear clean sports kit and appropriate footwear; please refrain from using outdoor footwear in the gym.

Users are advised to alert gym staff if they have any medical conditions that may affect your ability to exercise or if your health changes throughout your membership at Go Active @The Arc.

Classes

Users/members of classes must wait outside the studio until invited in by the instructor and be available 5 minutes before the class commences. Once the class has started there will be no further admission.

All classes must be pre-booked via our online booking system, the Go Active Class booking App or via the main reception kiosk or reception.

We operate a “no Show Sanction” on class bookings whereby, if you book a class and fail to show up for that class, the system will automatically start a 30 day “no show sanction”. You can still book after failing to show up after the first no show but if you book another class during that 30 day “no Show Sanction” period and fail to show up, the system will automatically block you from booking anymore classes online or at the kiosk for 30 days. You may still book with the receptionists in person. This is to make the class booking fairer for all members wishing to avail of the classes as we have a considerable amount of people booking and failing to show up. You can cancel online, kiosk or via the receptionists. So if you cannot make it to the class please have the courtesy to cancel yourself off the class and allow another member to participate. You cancel up to 90 mins before the class via the app or online. Anything later than this needs to be done by contacting Reception

We aim to provide a balanced and varied programme of classes each week subject to availability and viability. Please note classes may be cancelled or suspended without notice at Management’s discretion.

Some specialist classes maybe subject to an additional fee and must be paid in advance of the class at main reception.

Only those aged 15 or over may take part in classes- unless the class has a specific age range.

Personal Training

Members must have a valid membership in order to have Personal Training (PT).

PT must be booked at Reception and needs to be paid for at the time of booking. Booking without payment is not allowed.

Members can pay to have clipcards on their account which will allow them to book PT sessions.

PT is charged at the following prices and can only be booked in 30 minute and 60 minute slots.

30 mins = £15, 5x 30 mins= £65

60 mins = £25, 5 x 60 mins= £110

The Council reserves the right to alter, amend or cancel PT prices or sessions at any time and without notice.

Any PT session not turned up for or cancelled at least 1 hour prior will still be charged. All PT sessions must be showed up for prior to attending the PT session like any class and a ticket provided to the instructor.

Thermal Suite

The thermal suite is only accessible to members/ users who have purchased access and it is strictly only available to those 15 years of age and over.

The thermal suite is a unisex facility and thus swimming costumes must be worn at all times.

Users must observe and familiarise themselves with the safety instructions displayed.

Only plastic bottled water is permitted in the thermal suite – strictly no other food or drink allowed.

Shaving or other personal grooming is not permitted in the thermal suite. No shower gels, shampoos or conditioners are to be used in this area. Any member found to be shaving within the thermal suite may have their membership terminated.

No substances such as oils or essences may be used in any areas of the thermal suite

Soft Play

All children must be supervised by a parent or guardian at all times, The parent or supervising guardian must be aged 18 years or over.

Age restrictions apply to certain areas of the play zone, it is parent's responsibility to view and abide by these notices.

All children must visit Reception before attempting to gain access to the Play Kingdom. Here the child's shoes will be exchanged for a wrist band for them to gain access to Play Kingdom. Parents must remain within this area whilst their child is in the Play Kingdom.

For your child's safety we ask that you ensure your child plays only within the allocated play area and not in front of the slide entrances and exits. It is forbidden to climb on the play infrastructure and or the safety nets.

Fighting, bullying or abusive behaviour is not tolerated and as such those children and supervising adults may be asked to leave immediately.

The parent or guardian must remain within the soft play area at all times and must observe that their child/children are capable of using the equipment safely. The parent/guardian must monitor their child's behaviour and explain the rules of play.

Children are advised to wear long trousers and long sleeve tops and must wear socks at all times. Strictly no outdoor footwear to be worn in the play kingdom. Strictly no chewing gum in the soft play area. Please empty pockets of all items before entering play area especially keys and sharp jewellery.

Please report to staff immediately if you child becomes unwell or has an unforeseen accident within the play area.

Any open wounds/cuts/scratches must be covered prior to play.

Prior to play all children must wash their hands and use the toilet. Smaller children must wear appropriate toilet training aids. There is a designated changing facility which must be used and all nappies should be disposed of in the correct bin provided.

We encourage you to leave valuables at home. Lockers are provided in some areas within the centre. We do not accept any responsibility for valuables that are misplaced, lost or stolen.

Management reserve the right to refuse admission.

The soft play will be closed for private parties and cannot be used by the general public during these times. Please speak with reception to find out these times in advance to use.

Bookings

All booking applications must complete and sign a booking form.

The signed paperwork must be returned to the Go!Active reception before the booking can be confirmed.

A monthly invoiced will be raised which needs to be paid by the end of the month or your booking may be cancelled.

Bookings are non-transferable and non refundable.

Please see separate Terms and Conditions for Block Bookings.

Party Bookings

A 50% non-refundable deposit will be required to confirm the booking.

The remaining balance and any catering orders must be paid for in full at least 7 days before the date of the party.

The management reserves the right to cancel the booking if full payment has not been received 7 days in advance.

Party bookings are not allowed to bring their own food into the centre. A birthday cake is allowed.

The Council's admission policy must be adhered to at all times.

Staff at the centre are responsible for the setting up and arrangement of all equipment, furniture and apparatus as part of a booking. Users/Hirers are not to move equipment without the permission of the Manager.

Suitable clothing and footwear to the activity must be worn by all participants at all times.

Hirers are requested to vacate the booked facility at the agreed time. An activity that exceeds this contractual period may be liable to excess charges at a premium rate.

All hirers on demand must pay for any damages or cost of repair arising out of or incidental to the hiring.

The hirer is responsible for the supervision of all attendees unless part of an organised centre activity.

All bookings are non-transferable.

No hirer can sublet or make available any part of the facility to a third party.

Management will advise on the maximum capacity for all bookings, this must be strictly adhered to.

The hirer must strictly adhere to and familiarise themselves with the centre's fire policy and health and safety rules.

Super Tots Sessions

Parents/guardians are required to attend with their child to offer support and encouragement throughout the session.

Sessions are for children from 18 months to 4 years (3-6 years for our Balanceability programme.)

The cost is free for 365 members; otherwise it is £3 per session. Paying customers are entitled to a free taster session.

Please note that places on our Balanceability programme are not included in the 365 membership and must be pre booked by calling 01246 242364. All places cost £35 for 6 week block of sessions which is required on the first week of the course to secure your child's place. Any sessions you fail to attend during those 6 weeks will not be refunded.

Please note we reserve the right to change times, dates and sessions without prior notice.

Please note no sessions take place during school holidays.

Details of our current sessions can be found on the Go! Active website at www.goactive.org.uk

School Holiday Programme

These sessions are included in the 365 membership. For non 365 members the cost is £12 per child per day.

Please note that various age restrictions apply.

Please see the separate terms and conditions for more information.

General

For your security lockers have been provided and operate with a £1 refundable coin. The Council accept no responsibility for loss or damage to items of personal property left in the lockers.

The Council will not lend out £1 coins. It is the responsibility of the user to bring a £1 coin with them.

Any lockers found to be secured at the end of the day will be opened and items bagged and stored in line with the lost property policy.

All users must respect each other when using the centre. Foul and abusive language and anti-social behaviour will not be tolerated. Users who disregard the above and affect the enjoyment of others will be removed from the centre immediately.

The public address system cannot be used for personal calls at any time.

Users wishing to make a complaint, useful suggestion or a compliment regarding the centre must complete a customer feedback form located at the main reception or via our website www.goactive.org.uk All formal complaints must be made directly to the Manager in writing.

Users are not permitted to bring their own refreshments into the centre unless pre-agreed by the management or agreed in writing as part of an exclusive party or

function booking. Strictly no refreshments to be taken onto poolside or in the changing areas.

The management team reserves the right to dispose of any item / property not claimed after 3 months. We do not keep any underwear, socks, water bottles/shakers or bottles of shampoo/conditioner/shower gels, etc.

Appropriate clothing must be worn at all times, relating to the activity/facility you are participating in.

The centre has a strict no smoking policy.

No animals are allowed in the Centre with the exception of dogs assisting the disabled.

We reserve the right to refuse admission or ask you to leave the centre if we reasonably believe you or your guest is in breach of any section of these rules.

The decision of the management on every occasion is final.