

# CARDIFF MET SPORT

## TERMS AND CONDITIONS OF USE and HEALTH STATEMENT

### DEFINITIONS

In these terms and conditions, the following words shall have the following meanings:

“**University**” shall mean Cardiff Metropolitan University.

“**Hirer**” shall mean the person, organisation or any agent or representative of any person or organisation hiring the Facilities for any particular Hire.

“**Hire**” shall mean the act of attending and / or using the Facilities by the Hirer.

“**Facilities**” shall mean the land, facilities and or buildings of the University specifically hired to the Hirer, together with any associated University property or services available or utilised during the Hire.

“**Single Booking**” shall mean for use of Facilities for one time use.

“**General Hiring/Block Booking**” shall mean recurring use of facilities

“**Event Booking**” shall mean a booking for an event.

“**Booking**” shall mean either Single Booking/General Hiring/Block Booking or Event Booking as determined by the situation or context.

“**User**” shall mean any and all persons using the Facilities arising from any Hire, together with any guests of the Hirer or any User.

In these terms and conditions, the singular shall mean the plural and the plural the singular.

### PAYMENT

The price of the Hire of the Facilities shall be in accordance with the quoted or published tariffs for the date or period of Hire unless otherwise specified in writing at the time of the booking.

All booking fees and charges must be paid in full prior to the commencement of the Hire. Any payments by cheque or online banking must be made to “Cardiff Met Co. Ltd”. The University reserves the right to not grant the Hirer or any User access to the Facilities in any event where payment in full has not been received by the University prior to the commencement of the Hire. Any bookings cancelled by the Hirer with less than 14 days prior to the date of Hire will not be eligible for any refund.

**PAYMENT FOR EVENT BOOKINGS**, the following payment terms shall apply:

20% non-refundable deposit to confirm booking.

30% non-refundable 6 months prior to commencement of the Hire.

Remaining 50% non-refundable 3 months prior to commencement of the Hire.

### PRE COVID Credits

All Pre Covid credits will need to have been used prior to 1/12/2022. We will not accept these credits after this date.

### CANCELLATION TERMS

#### EVENT BOOKINGS CANCELLATIONS

In the event of cancellation by the Hirer the University reserves the right to claim the following:-

- Where cancellations are made more than 6 months in advance of the hire -20% of the total charge
- Where cancellations are made within 3 months to 6 months in advance of the hire – 50% of the total charge
- Where cancellations are made within under 3 months of the hire – 100% of the total hire charge.

#### GENERAL HIRING AND BLOCK BOOKING CANCELLATIONS

any bookings cancelled by the Hirer with less than 14 days prior to the date of Hire will not be eligible for any refund.

#### PHYSIO AND MASSAGE CANCELLATIONS

These are non-refundable unless 24 hours' notice is given

#### MEMBERSHIP/ACADEMIES/COURSES CANCELLATIONS

Non-refundable and non-transferrable unless there are insufficient numbers to run the course

Any Booking cancelled by the University shall be subject to a full *Share point/Business/Terms & Conditions and health statement*

refund, which the University will issue without undue delay.

In any event where the University determines any of the Facilities unusable due to inclement weather the University will use all reasonable endeavours to provide alternative Facilities or agree a

# **CARDIFF MET SPORT**

## **TERMS AND CONDITIONS OF USE and HEALTH STATEMENT**

rescheduling of the booking with the Hirer. In the case of extreme snow/weather or any other reason outside the reasonable control of the University, the University will be unable to offer refunds.

### **USE OF FACILITIES**

Users must not use any court, pitch or room until the allotted start time and must vacate no later than the finish time shown on the booking confirmation or receipt.

All Hires arising from a Single Booking will commence on the hour or ½ hour and end 5 mins before the hour or ½ hour e.g. a General Booking 8.00pm-9.00pm will end at 8.55pm. The Hirer must vacate the Facilities at the end time to allow smooth transitions between bookings.

Appropriate dress (including upper torso clothing) and footwear must be worn at all times. Users must check the footwear and clothing requirements for the respective court, pitch or room and ensure that they comply with the requirements.

Users are responsible for ensuring that all equipment used is used appropriately and correctly. Please report any damaged or defective equipment to Sports Facilities staff immediately.

Users are responsible for the suitability and safety of any electrical equipment (such as phone and personal devices, or speakers/similar equipment used by groups) that they bring on site.

Users must ensure the premises are reinstated and any equipment used is replaced correctly at the end of the Hire. Litter must be disposed of in the bins provided or taken away by the Users.

The University shall have the right to eject any User from the Facilities without any refund or liability whatsoever where the User:

- a) conducts themselves in an way that is offensive, unseemly or unsporting or which might cause annoyance or danger to others
- b) intends to or does consume alcohol or use illegal drugs.
- c) fails to comply with these booking terms and conditions or with the reasonable instructions of University staff.

Users shall not bring any food of any kind into the Facilities without the University's prior permission and shall only bring drink into the Facilities where it is in a sealed bottle and for personal rehydration.

All keys must be returned on the departure of the Users from the University. The Hirer will be liable for £10.00 charge for every key not returned.

Photography or digital imaging is not permitted at any time without the prior express permission of the University.

### **HEALTH AND SAFETY**

Users must report all accidents and incidents. If you wish to report an accident, near miss incident or you require first aid, please contact a member of staff immediately who will summon assistance and arrange for the details of the accident/incident to be recorded.

Fire precaution notices are displayed in all University premises and it is the responsibility of the Users to familiarise themselves with these instructional notices. Under no circumstances should fire alarms be ignored.

The Hirer shall ensure they comply at all times with the spectator and facilities notices displayed in the various sport areas.

The Hirer must ensure that the total number of persons using the Facilities must not exceed recommended numbers according to Health and Safety regulations. (The University will advise on the maximum numbers at the time the booking is made)

The Hirer of any Event Booking will be required to provide a health and safety risk assessment for the event prior to the confirmation

# CARDIFF MET SPORT

## TERMS AND CONDITIONS OF USE and HEALTH STATEMENT

of the booking. Such a risk assessment must correlate with the University's risk assessment for the Facilities

### HEALTH STATEMENT

Users of the facilities are primarily responsible for their own health and wellbeing.

The Hirer or User must not use the Facilities if they have any medical condition that might impact upon their safe use of the Facilities. Any Hirer or User who is unsure of their health and wellbeing to the extent that it might adversely affect their safe exercise or participation should consult their doctor. The University cannot accept any liability whatsoever arising from any event where a Hirer or User fails to comply with their doctor's advice. If you have any medical condition which you feel our staff should be aware of please email [sport@cardiffmet.ac.uk](mailto:sport@cardiffmet.ac.uk) and we will update our participant records. Any information you give to us regarding your health will be kept confidential and used only in any instance of a medical emergency.

If at any time whilst you are using our facilities you feel unwell, you must let a member of staff know immediately. All our recreational staff are first aid trained.

### RESPONSIBILITY AND LIABILITY

The Hirer and all Users using the Facilities under one Booking shall have joint and several liability for any loss or damage caused through any wilful or negligent act of the Hirer or the Users or through the misuse of equipment during the Hire arising from that Booking.

Where the loss or damage arises from the actions of the Hirer, the Hirer will be fully responsible for all persons and property brought on to the Facilities by the Users during the period of the Hire and shall indemnify the University from any loss or damage to property of the University or the property of others rightfully using the Facilities. The Main User must be a responsible adult and be present for the duration of the Hire.

The University has Public Liability Insurance in respect of loss, injury or death arising from defective Facilities or the negligence of University staff. The Hirer and Users should ensure they have suitable insurance to cover any other reasonably foreseeable risks arising from the Hire.

The University cannot accept any liability whatsoever for the unavailability of any equipment, services or utilities or any other reason outside of its reasonable control which may cause any part of the Facilities to be unavailable.

Unless caused by the negligence of the University the University excludes all liability leading to death or personal injury.

The University does not accept responsibility for any damage to or loss of any money, valuables, clothing or property of any kind. All items are left at the User's risk.

The Hirer is requested to appoint a responsible person who will act as the primary point of contact for the duration of the Hire. The Hirer must ensure that all Users under the age of 18 are properly and appropriately supervised at all times.

### UNIVERSITY POLICIES AND PROCEDURES

The Hirer shall ensure they comply at all times with University policies and procedures including but not limited to car parking and no smoking other than in designated areas

### GENERAL

The Hirer shall not sub-let the Facilities nor make any use of the Facilities other than set out in the Booking Form without the prior written agreement of the University.

No pets are allowed on University premises other than Guide dogs or other assistance dogs.

Opening/Closing times can be found on our website [www.cardiffmet.ac.uk/sport](http://www.cardiffmet.ac.uk/sport). Any changes to these times will be displayed on our website and on our Cardiff Met Sport App.

Age Restrictions: Children must be over 16 years unless accompanied by an adult with the exception of badminton/tennis and any controlled environments such as swimming lessons etc. Please contact reception if you have any queries 029 20 416777

### GDPR

Cardiff Metropolitan Sport is part of [Cardiff Metropolitan University](http://Cardiff Metropolitan University)

Cardiff Metropolitan University is the Data Controller and is committed to protecting the rights of individuals in line with the General Data Protection Regulation (GDPR) and UK Data Protection Act 2018.

The University is lawful in processing personal data for event bookings and use of facilities in accordance with Article 6.1(b) of the GDPR. All user data will be handled in line with Data Protection Principles. Cardiff Met will not share personal information with any third parties unless permitted by Law.

Please see our [privacy notice](#) for further details or for more information on the University's Data Protection policies and procedures can be sought via [dataprotection@cardiff.gov.uk](mailto:dataprotection@cardiff.gov.uk)

**Complaints.** Any complaint arising out of the hiring must be made to the Sports Facilities Manager within 5 days of such occasion of the complaint.

### Swimming Lessons

#### Teaching Policies, Procedures and Parental Responsibilities

All Cardiff Met Sport Swimming Teachers are fully qualified and have undergone enhanced DBS disclosure checks.

It is our policy to endeavour to provide temporary replacement Swimming Teachers in the event of any instructor absence.

If a teacher is absent, the department reserves the right to join classes together if considered appropriate. We would always try to put a replacement teacher in place immediately however, if this is not manageable, we would put the classes together to avoid the cancellation. This would be an extremely rare occurrence as additional teachers are usually available to cover any such eventualities.

We reserve the right to replace Swimming Teachers at any time.

Swimming Teachers are only responsible for pupils during their swimming lessons and parents and/or guardians are responsible at all other times. The swimming lesson begins when the Swimming Teacher accepts charge of the pupil and ends when the lesson finishes.

Parents must remain on campus whilst the pupil is in their lesson. This is imperative in case of the unlikely event of a medical emergency, building evacuation or other emergency.

Parents/guardians must never distract the teacher during a lesson and should direct all communication through the reception staff or the Aquatics Development Manager.

Quality assurance checks on the performance of the programme is regularly completed by Swim Wales.

Lifeguards are present during delivery of lessons.

### Pupil Illness

If your child is unwell, we recommend that you do not bring them to their swimming lesson.

# CARDIFF MET SPORT

## TERMS AND CONDITIONS OF USE and HEALTH STATEMENT

If your child has been ill within the last 48 hours with sickness and /or diarrhoea they should not attend their lesson.

If you must isolate or have tested positive due to COVID-19, do not attend your lesson.

### Swimming Lesson Programme

The 'Learn to Swim' programme runs for 50 weeks throughout the year with 2 weeks off at Christmas.

The 'Learn to Swim' programme classes are held over a 30-minute timeslot with 5 minutes allocated for registration and debrief.

Any classes which are above 30 minutes, may be subject to an additional payment.

### Pupil to Teacher Ratios

6 pupils will be taught by

- a. 1 x Level 2 Qualified Swimming Teacher
- b. 1 x Level 1 Qualified Assistant Swimming Teacher

### Swimming Lesson Dress Code

All children should wear tight fitting costumes/trunks. (Baggy costumes/trunks can restrict movement)

All children should bring goggles and a water bottle to every lesson.

### Pupil Progression

All pupils on the 'Learn to Swim' programme work towards the Swim Wales Learn to Swim Framework.

Swimming Teachers continually assess all pupil's progression throughout the term.

Progression of all pupils will be at the judgment of the teacher, in accordance with the outcomes within the learn to swim framework.

Pupils may be moved at any time if they meet the skills criteria required for movement to the next Wave.

All pupils must complete the full criteria within each of the Waves before progressing onto the next. Assessments will also consider any additional needs or disabilities.

Upon completion of or/during a stage, parents will receive an email from the swim school to notify them of a completion of a badge and / or certificate, which you can purchase from reception.

Parents will receive an email from the swim school to inform when a child is ready to move up. Movement can be completed online.

Due to the continuous progressive nature of our programme, and the variety of ability levels within each session, we cannot guarantee a specific time slot on progression, as a space within the next stage may not always be immediately available.

### Swimming Lesson Enrolments

Fees will be paid monthly.

Refunds and Credits for non-attendance are unavailable.

Payment can be made Credit or Debit Card via the Cardiff Met Sport App.

Direct Debit must be set-up and active within 14 days of booking confirmation.

### Changing and Moving Lesson

You may request a change of time, day or Swimming Teacher and we will try to accommodate your request, provided a space is available.

### Pool Closure and Cancelled swimming lessons

In the event of a closure, we will make every attempt to contact our customers as soon as possible.

In the unusual event of a pool closure or cancelled lessons, we will issue a credit for the lesson missed.

In the event of poor weather conditions, the Aquatics Development Manager will make the decision whether to cancel lessons.

### Refunds & Credits Policy

If you wish to cancel before or during your lessons, you may do so by contacting the Aquatics Development Manager. You will receive a credit of the remaining lessons in the month.

If you cannot attend for several lessons in a row due to medical reasons, we can freeze remaining lessons and hold an allocated space for up to 1 month. Evidence must be submitted to the Aquatics Development Manager before freezing payment.

If you cannot attend lessons for an extended period due to medical reasons, we are unable to freeze remaining lessons and must cancel the space.

Any missed lessons due to medical reasons, can be credited upon submission of evidence to the Aquatics Development Manager within 28 days of the child returning.

If you must isolate or have tested positive due to COVID-19, we are unable to credit or refund the lessons missed.

### Child Protection

Child protection, including bullying, follows our Cardiff Met Sport Safeguarding Policy. To receive a copy of Cardiff Met Sport's Safeguarding Policy please contact the Aquatics Development Manager.

### Changing Room Facilities

Reserving cubicles during swimming lessons is not permitted, any items left unattended may be removed.

Any child above the age of 8 should use their respective changing room facilities, please speak to a member of staff if you have any questions or concerns.

### Parking

Parking is permitted on campus, which is £1 for 4 hours.

Please note that parking is restricted, and spaces are unable to be held for parents and / or guardians without payment via the Saba app or pay & display machines.

### Bookings

All payments and bookings must be completed via the Cardiff Met Sport App and bookings page and payments will be processed and recorded on a secure database.

No provisional bookings will be taken under any circumstances, for either current or new customers, spaces cannot be confirmed without payment.

### Communication

# CARDIFF MET SPORT

## TERMS AND CONDITIONS OF USE and HEALTH STATEMENT

We encourage communication and welcome the discussion and points of issues to be raised with our staff.

The Aquatics Development Manager, Swimming Teachers and Lifeguards will aim to resolve all poolside issues.

Questions regarding the progression of pupils should be directed towards the Aquatics Development Manager who will liaise with Teachers and communicate with parent.

### Spectating

Parents/guardians of children in Splash & Wave 1 classes only are permitted in the viewing area and only 1 parent per child is permitted to spectate. Parents of children in Wave 2 and above are unable to spectate on poolside.

All spectators must remain in the seating area to prevent any unnecessary distractions for the teachers and children and must make every effort to ensure that all footwear is clean.

Parents must ensure that all siblings in spectator area are always seated during the lesson.

No photography or filming is permitted on poolside.

Access to spectator area is via the fire exit located at the back of the building via car park.

### Personal Data

Cardiff Met Sport as part of Cardiff Metropolitan University, will process your personal data in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

Cardiff Met Sport may share your data with third parties for agreed data processing, such as the collection of subscription fees or to allow us to keep in touch with you regarding your account. The third party will not be allowed to use or disclose your data to any business, organisation or individual, unless required by law.

Cardiff Met Sport is committed to protecting your personal data and informing you of your rights in relation to that data. Please refer to our privacy policy on the University website for further details. This policy may be updated at any time, we encourage you to check back regularly to review any changes.

**Address: Cardiff Met Swim School, Met Sport, 9 Cyncoed Rd, Cardiff CF23 6XD**  
**Email: [juniorsport@cardiffmet.ac.uk](mailto:juniorsport@cardiffmet.ac.uk)**

I confirm I have read and agree to the booking Terms and Conditions which include the Health Statement.

**Cardiff Met Sport, Cardiff Metropolitan University, Cyncoed Road, CARDIFF CF23 6XD**  
**Telephone 029 2041 6777 or email [sport@cardiffmet.ac.uk](mailto:sport@cardiffmet.ac.uk)**



Cardiff  
Metropolitan  
University

Prifysgol  
Metropolitan  
Caerdydd