

Terms and Conditions of Rackets Only Membership



1. Rackets only membership – period of contract

- 1.1. Your rackets only membership will begin on the day you join and will continue for 12 months.
- 1.2. Your membership is personal to you. You cannot transfer it to another person.

2. Fees

- 2.1. Fees are payable even if you do not use the centre.
- 2.2. Any fees applicable to activities booked must be paid for at the time of booking.
- 2.3. For cancellations 48 hours notice must be given.
- 2.4. Cancellation will only be accepted by the reception team either in person or over the phone by calling Queen's Park Sports Centre on 01246 345555 where you can opt to transfer your booking or be offered a full refund.
- 2.5. No refunds will be given to any cancellations within 48 hours of the booking.

3. Facilities

- 3.1. You are entitled to use the facilities available for your category of rackets only membership which include badminton, squash, racketball and table tennis.
- 3.2. This membership does not include access to any other facilities such as swimming, gym, fitness classes. You will have to pay additional charges/membership subscriptions to use these facilities/activities at the Centre. You can get a list of these prices from our reception points. We can change these prices at any time.
- 3.3. Facilities may close for occasional special events/industrial action. Notices will be displayed in the centre in advance notifying customers of any changes. Refunds will not be issued for your membership but will be issued if this results in any paid for activities being cancelled.
- 3.4. We may change the centres opening times or withdraw any of the facilities at any time. We will provide as much notice as possible and arrange where possible for an alternative activity/venue during periods of closure. Refunds will not be issued.
- 3.5. Your membership does not give you priority over other users or guarantee the availability of facilities.
- 3.6. Chesterfield Borough Council management reserve the right to change the activity programme(s). Prior notice will be given in the centre relating to the introduction of new sessions.

4. Centre Rules

- 4.1. You must comply with the centre rules/etiquette which forms part of this agreement and Codes of Conduct as displayed at the centre(s).
- 4.2. We may change the rules/etiquette at any time. We will post notice of any changes at the centre and/or online.
- 4.3. The centre operates a two-strike disciplinary system for breaches of conduct. Upon the first breach the member will receive a verbal warning outlining the nature of the misconduct and the expectations for future behaviour. Should a second breach occur the member will receive a one-month suspension from the centre and all associated facilities. Continued non-compliance or serious misconduct following a second breach may result in permanent termination of membership at the discretion of management.
- 4.4. The centre operates a zero tolerance policy regarding abusive, aggressive, or unsafe behaviour within the facility. This includes, but is not limited to, verbal, written or physical abuse towards staff or other members, misuse of equipment, or any actions that compromise the safety or wellbeing of others. Any such behaviour will result in immediate suspension and may lead to permanent termination of membership at the discretion of centre management.
- 4.5. The person booking the court must be playing on the court at all times. Bookings cannot be made on behalf of others.
- 4.6. There must be no more than four players per court.

5. Changing the Agreement

- 5.1. We can change the agreement at any time. We will give you 14 days notice of this change in writing at the address you have given us.

Chesterfield Borough Council, Healthy Living Centre, Barlow Road, Chesterfield S43 3XR
Telephone: 01246 345666 **Email:** hlcenquiries@chesterfield.gov.uk
Chesterfield Borough Council, Queens Park Sports Centre, Boythorpe Road, Chesterfield S40 2NE
Telephone: 01246 345555 **Email:** qpscenquiries@chesterfield.gov.uk
www.chesterfield.gov.uk

6. Cancelling and Freezing your rackets only membership

6.1. No refunds shall be given for this membership type.

6.2. In exceptional circumstances you can ask in writing to freeze your rackets only membership, for example in the event of serious illness/injury. The Operation's Manager's decision will be final. Memberships can be frozen for a minimum of one month and for a maximum of six months. Evidence will be requested to enable payments to be frozen.

7. Cancellation of rackets only membership

7.1 We are at liberty to cancel your rackets only membership if:

7.1.1. You breach the terms and conditions contained herein of the Centre rules, the Operations Manager may allow you to remedy any breach, and this will be entirely at the discretion of the Operations Managers.

7.1.2. In our reasonable opinion your behaviour is likely to endanger other members, their guests, or staff, or adversely affect the Centre or our reputation.

7.1.3. It you provide us with details you know to be false, and those details reasonably affected our decision to grant you rackets only membership.

7.1.4. If we cancel your rackets only membership, we will not refund your fees.

7.1.5. Entry to the centres may be refused to you at the discretion of the Council.

8. Membership Cards

8.1. If you are a rackets only member you must present your membership card, wristband, keyring or phone sticker when asked, spot checks will take place sporadically.

8.2. All members must have their photograph taken for identification purposes; this will be stored on Chesterfield Borough Council database. This information will solely be used Chesterfield Borough Council and will not be released to any third parties.

8.3. If you lose your card, wristband, keyring or phone sticker a replacement fee will be charged to replace it.

9. Liability

9.1. You use our facilities, appliances, and services entirely at your own risk and we have no liability to you for any loss, injury or damage sustained or incurred by you or your property, unless due to negligence or fraud by us or our staff. If you use any piece of equipment supplied by us, you must be competent in its use or have received instruction by a member of our staff as to its safe use.

9.2. We don't knowingly allow anyone to use or visit our centres who has an unspent criminal conviction, has an entry on a criminal register (including the sex offender's register), has any record of any order indicating antisocial behaviour, violence, abuse, public disorder or criminal damage or any other form of antisocial behaviour, is a convicted sex offender or subject to the notification requirements of the Sexual Offences Act 2003, or subject to a Sexual Risk Order or Child Abduction Notice. If you do not disclose this information to us and it later becomes known, we reserve the right to cancel your membership and require that you leave the facilities without any refunds.

10. Information we may collect from you

We collect your personal information when you sign up and during your membership. We use this information to:

- manage your membership and payments manage your bookings.
- contact you about your rackets only membership payments.
- undertake satisfaction surveys for the purpose of improving services.

This can be found at chesterfield.gov.uk/privacy, which along with the [leisure services fair processing notice](#), sets out the terms on which we process any personal data we collect from you, or that you provide to us.

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11. Where we store your personal data

11.1. As our servers are in the United Kingdom, the data that we collect from you is obtained, processed, stored and transmitted in compliance with data protection legislation including the General Data Protection Regulations 2016. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

11.2. All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our website, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

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