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| **NSC Memberships Terms & Conditions** | | | | | | | |
| **1.** | 1. **General** | | | | | | |
| **a.** | 1. The Member is the individual who takes out the membership (“the Member”) at the National Sports Centre (“the Centre”) owned by the Department of Education Sport and Culture (“the Department”). | | | | | | |
| **b.** | 1. Upon signing these membership Terms and Conditions (“the Terms and Conditions”) the Member acknowledges that these shall apply to them for the duration that they hold a membership with the Department for the use of the Centre, even if one membership subscription expires and there is a delay upon purchasing the next membership subscription. The Terms and Conditions will remain in force as between the Member and the Department at all times that the Member uses the Centre. | | | | | | |
| **c.** | 1. The Member acknowledges and agrees to abide by the NSC Customer Code of Conduct which can be found displayed in Reception and online at [www.gov.im/sport](http://www.gov.im/sport) | | | | | | |
| **d.** | 1. The Member agrees to abide by any additional regulations or directions for the use of the Centre as set out and displayed in public areas from time to time. | | | | | | |
| **2.** | 1. **About your membership** | | | | | | |
| **a.** | 1. These Terms and Conditions constitutes joining the membership scheme for the use of the Centre. Upon joining you will be issued with an MSR Scorecard (or key fob/wristband) free of charge. If your scorecard gets lost or damaged a replacement must be purchased from the Centre reception (“Reception”) at a cost of £2.50. | | | | | | |
| **b.** | 1. You must bring your card/key fob/band with you to access the Centre as this will allow you to collect loyalty points on your visit. | | | | | | |
| **c.** | 1. It is your responsibility to inform the Department, via the Centre of any changes to your personal details in order to ensure records are kept up to date. | | | | | | |
| **d.** | 1. The Department reserve the right to terminate your membership without prior notice in the event that (a) you fail to pay the required fees; or (b) you breach any of the Terms and Conditions or other regulations or directions imposed by the Department from time to time. | | | | | | |
| **e.** | 1. Membership is personal to you and cannot be transferred to any other person. | | | | | | |
| **f.** | 1. Memberships entitle you to use of the following facilities within the Centre: | | | | | | |
| **Gym, Swim, Spa** | | 1. Fitness Zone, Swimming Pools, Spa Suite, NSC Athletics Track. | | | | |
| **Gym/Spa** | | 1. Fitness Zone, Spa Suite, NSC Athletics Track. | | | | |
| **Swim** | | 1. Swimming Pools, NSC Athletics Track. | | | | |
| **Track** | | 1. NSC Athletics Track | | | | |
| **g.** | 1. Concessionary rates are available for students in full time education, those receiving Disability Living Allowance (DLA), serving military or armed forces personnel and army reservists. To receive the concessionary rate Members must complete an NSC Application for Discounted Rate form. | | | | | | |
| **h.** | Only students aged 16+ are permitted to take out a Gym/Spa Membership at the concessionary price (30% reduction). | | | | | | |
| **i.** | Only students aged 8+ are eligible for the Swim Membership at the concessionary price (30% reduction). | | | | | | |
| **j.** | 1. All members using the NSC Gym must have attended an NSC Gym Induction prior to using the Gym/Spa facilities within the Centre. | | | | | | |
| **3.** | 1. **About the National Sports Centre** | | | | | | |
| **a.** | 1. The opening hours for the Centre are available from Reception and online at msr.gov.im. Variations to the normal published times will be published on NSC Official Facebook page and on posters within the Centre. | | | | | | |
| **b.** | 1. The Centre is closed to the Public on Christmas Eve, Christmas Day, Boxing Day and New Year’s Day. Shorter opening hours are in operation on Public Holidays. | | | | | | |
| **c.** | 1. The Department will take all reasonable action to ensure the Centre applicable to this scheme are continuously available. Should it be necessary to close a particular area of the Centre in its entirety for essential maintenance for a eriod of 7 days or more, then a pro-rata refund of fees for that period will be issued to members affected. This does not apply to the general breakdown of equipment/plant during the normal course of business. | | | | | | |
| **d.** | 1. In accordance with The Government Policy on Smoking in Government Controlled Buildings the Centre is a smoke free area and all types of smoking (including e-cigarettes and other “vaping” devices) is prohibited in the Centre or in or around the curtilage of the Centre. | | | | | | |
| **4.** | 1. **Payment** | | | | | | |
| **a.** | 1. Payment is required at the time of joining the Membership Scheme | | | | | | |
| **b.** | 1. If opting for an Annual Membership the payment must be made in full either by cash, cheque or debit/credit card | | | | | | |
| **c.** | 1. If opting to pay by monthly instalments the first instalment must be paid by cash, cheque, debit /credit card. Subsequent payments will be made by Direct Debit. | | | | | | |
| **d.** | 1. If purchasing a 1 month or 3 month membership package the payment must be made in full either by cash, cheque, debit/credit card or MSR Scorecard Loyalty points. No part payments can be made when using loyalty points as a payment method. | | | | | | |
| **e.** | 1. Once paid all payments belong to the Department and no refunds will be paid if your membership is cancelled by you for any reason or by the Department in accordance with clause 2(d). | | | | | | |
| **5.** | 1. **Cancellation** | | | | | | |
| **a.** | 1. If you wish to cancel your monthly direct debit membership you must provide a minimum of 10 working days written notice by emailing [nsc@gov.im](mailto:nsc@gov.im) Cancellations are not permitted within the first 3 months of your membership start date | | | | | | |
| **b.** | 1. On receipt of a doctors certificate and written application to the above email address, consideration may be given to a Member who is unable to use the Centre for a period of more than 4 weeks due to health issues (in the sole discretion of the Department), to freeze their membership until they are fit enough to resume exercise. Refunds may be provided in exceptional circumstances at the discretion of the management team for the Department and the Centre. | | | | | | |
| **6.** | 1. **Conduct** | | | | | | |
| **a.** | 1. Members must wear suitable clean clothing and footwear (if applicable) when using the Centre | | | | | | |
| **b.** | 1. In the interest of health and hygiene Members must shower prior to entering the pools or spas within the Centre. Members must wear appropriate swim wear in both areas, including the communal shower areas. | | | | | | |
| **c.** | 1. All equipment must be used in accordance with manufacturers’ guidelines as specified during the gym induction. If unsure please ask a member of staff. | | | | | | |
| **d.** | 1. Entry to the Centre or any part of it may be refused, or you may be asked to leave, if staff on duty consider you to be in breach of any of these Terms and Conditions or any other regulations, directions of the Department, or rules within the NSC Customer Code of Conduct. | | | | | | |
| **7.** | 1. **Miscellaneous** | | | | | | |
| **a.** | 1. The Department reserves the right to amend the terms and conditions of membership as and when required to ensure the effective and safe running of the Centre | | | | | | |
| **b.** | 1. The Department reserves the right to alter the opening times of the Centre. | | | | | | |
| **c.** | 1. The Department reserves its right to adjust or withdraw the short term availability of the Centre or any part of it for staff training, cleaning, maintenance or replacement of equipment or any other reasonable operational requirement. | | | | | | |
| **d.** | 1. The Department reserves the right to change membership subscription prices. 10 working days notice will be provided to Members in advance of any changes. | | | | | | |
| **8.** | 1. **Disclaimer** | | | | | | |
| **a.** | 1. The Department accepts no responsibility or any liability for loss or damage to personal property whilst Members use or occupy the Centre. | | | | | | |
| **b.** | 1. It is the Member’s responsibility to ensure that any medical issues that may affect their safe use of the Centre is brought to the attention to a member of staff at the time of their induction. | | | | | | |
| **c.** | 1. Except in the case of gross negligence, the Department, the Centre and its employees accept no responsibility or liability in the event of death, loss or injury when using the Centre or any of its equipment. | | | | | | |
| 1. **Members** 2. **Name:** | |  | | 1. **Signature:** |  | 1. **Date:** |  |