



## Terms and Conditions of All Memberships

BSS.MEM.TCM

Version: Autumn 2023

Welcome to the Bloxham School Leisure membership. Payment is made to Bloxham School and its Subsidiaries, currently known as Bloxham Enterprises Ltd. We aim to provide facilities and services which meet and exceed your expectations. If at any time you feel we have failed to meet these standards, please do not hesitate to contact us or complete a customer comment feedback form. We intend that your visit to the school and sports centre is a pleasant one.

### Contents

<b>1. General Conditions of Use</b>	<b>PAGE 1 - 3</b>
<b>2. Court Bookings (Squash and Tennis)</b>	<b>PAGE 3 - 5</b>
<b>3. Banbury Mountaineering Club (Climbing)</b>	<b>PAGE 6</b>

## 1. General Conditions of Use

### **Cancellation and Financial Terms**

1. Membership subscription offers a 14-day cooling off period from the specified start date of the membership. Customers may cancel their membership within this time frame without penalty, provided the facilities have not been used during that time. To cancel as part of this cooling off period, members are required to confirm in writing (via email or letter). Any pro-rata fees that have been paid within this time will then be refunded.

2. Members must pay for membership subscriptions in advance, monthly, via direct debit.

3. Members who have been a member of Bloxham Enterprises Ltd previously are not entitled to a cooling off period.

4. Membership will commence from the date of signing up online; the following terms are applicable from this date.

5. The membership term is open-ended and your payments must continue until you advise us in writing of your intention to cancel.

6. The Member can, at any time, cancel their membership by providing Bloxham School and its Subsidiaries with written notice, at least twenty-one days prior to their next direct debit payment date. All Membership Fees will be payable up to the date of cancellation. If you wish to cancel your membership agreement you must do so in writing addressed to the General Manager – Leisure, of Bloxham School and its Subsidiaries. The written cancellation by recorded delivery letter, in person to Bloxham School reception (where you should obtain signed proof of receipt) or email (to [leisure@bloxhamschool.com](mailto:leisure@bloxhamschool.com)) must be received and acknowledged by a member of staff. Once processed you will receive confirmation of the cancellation - this must be retained as proof of cancellation. If confirmation has not been received after 7 days, you must contact the sports centre via [leisure@bloxhamschool.com](mailto:leisure@bloxhamschool.com) or [reception@bloxhamschool.com](mailto:reception@bloxhamschool.com). If the cancellation terms are not followed legal proceedings may be taken.

7. In exceptional circumstances, e.g. injury or pregnancy, you may be allowed to freeze your membership for an agreed period (up to a maximum of 6 months). This request must be made to the sports centre in writing, stating the reason for the freeze and including supporting medical evidence. Once processed you will receive confirmation of the freeze period - this must be retained as proof. We reserve the right to decline your application or apply an administration fee.

8. Where a direct debit has failed or a member has purported to have cancelled their direct debit without prior agreement, the membership and any associated access to membership/booking websites shall be suspended until payment is received. Any member who falls behind in payments for more than one calendar month will forfeit their membership. Upon failure to make payment, subsequent re-instatement of the membership or any future membership will be subject to the outstanding membership fees being paid in full. If the contract terms are not followed legal proceedings may be taken and administration charges may apply.

9. We will inform you a minimum of two weeks in advance of any price increase, by letter or email. It is the member's responsibility to inform the sports centre of any changes to their personal and contact details including address, telephone number and email address so that such communications may be made.

10. Bloxham School and its Subsidiaries reserve the right to adjust or amend the terms and conditions as necessary without prior notice. Members are requested to adhere to the terms and conditions of use.

11. We reserve the right to cancel a membership at our absolute discretion and without compensation.



## Usage Terms

12. Members must only use the facilities via pre-booking. Staff of Bloxham School and its Subsidiaries are authorised to carry out random membership checks at any point. Members may be refused entry into activities/areas if the member of Bloxham Enterprises Ltd staff does not have record of their membership or the member does not have valid proof of membership in their possession. A passport-style photograph may be required upon joining for identification purposes (printed photo or emailed to [leisure@bloxhamschool.com](mailto:leisure@bloxhamschool.com)); those joining online may also be required to provide a passport-style photo before their first visit.

13. Memberships are non-transferable between individuals and must only be used by the registered member.

14. Staff members of Bloxham School and its Subsidiaries receive membership as part of their staff benefits. A valid and current staff card must be presented as proof of employment.

15. Pre-booking for tennis/squash facilities can be made up to 14 days in advance via [Bloxham School / Tennis Courts Bloxham School \(Ita.org.uk\)](http://Bloxham School / Tennis Courts Bloxham School (Ita.org.uk)). Access to our facilities is granted after payment of the deposit and once membership has been completed online. If payment is not received from a member on the agreed date, Bloxham School and its Subsidiaries reserves the right to suspend membership and login access to the online bookings system.

16. Recurrent failure to attend a booking after reserving a court may lead to a charge equivalent to the non-member rate being applied to your account or limitations placed on your advanced booking rights. Recurrent failure is defined as 2 or more occasions. Cancellation of reserved sessions is permitted without charge, when cancellation is made at least 48 hours in advance of the activity start time.

## Data Protection

17. Members' details will not be shared with third parties for promotional purposes of external goods or services.

## Facilities

18. We reserve the right to withdraw all or any part of our facilities for short periods of time to carry out routine maintenance and for exhibitions/events. Members will be given advance warning of these times and no refunds will apply in these circumstances provided they occur no more than 20 times in any rolling 12 month period. If other circumstances occur that are beyond our control and require the closure of the whole or part of the facility for more than 14 days in any 6 month period, your membership will be extended by the period of the closure. If such a closure persists for more than 14 consecutive days, you will be given the opportunity to cancel your membership and obtain a refund for the unexpired Term.

19. Bloxham School and its Subsidiaries reserve the right to amend the service provided as part of the membership, giving a minimum notice period of 1 month. Bloxham School and its Subsidiaries have the right to amend its opening hours, giving a minimum of two weeks' notice. The facilities will be closed on bank holidays and over the Christmas period (dates vary each year). Courts will remain open for members on bank holidays and over the Christmas period. Members must only use the facilities if accompanied by at least one other member at all times, and must be responsible for treating any accidents/incidents, calling the emergency services and reporting to [leisure@bloxhamschool.com](mailto:leisure@bloxhamschool.com).

## Health and Safety

20. Equipment and facilities must be used in a safe manner and in accordance with any relevant signage; no equipment or facilities should be used if they appear unsafe. Users are responsible for their own health and safety and should conduct their activities in a safe manner at all times so as to not impact on the health and safety of themselves or others when on the premises.

21. Booking times for all activities must be adhered to for Health and Safety reasons. As a result, if you attend at a later or earlier time than booked you may be refused entry.

22. We accept no liability for lost or stolen goods whilst on our premises unless as a direct result of our negligence. Property stored in changing rooms and lockers is at your own risk. Cars parked in the car park and all contents in them are your responsibility and we will not accept liability for loss or damage to them.

## Local Conditions

23. Members must comply with Conditions of Use displayed throughout the facilities relevant to each activity.

## Additional terms and conditions

The following terms and conditions govern your use of 1) our website/bookings system, 2) our tennis courts and 3) any amenities of our sports facilities. By using our website/bookings system, squash courts, tennis courts and amenities, you accept these terms and conditions in full. If you disagree with any part of these terms and conditions, you must not use our website nor sports facilities.

Tennis and squash court hire, and membership is managed by Bloxham Enterprises Ltd, which is a commercial subsidiary of Bloxham School. Our registered address is Bloxham Enterprises Ltd, Bloxham School, Banbury, OX15 4PE.

At Bloxham Enterprises Ltd, we are committed to the safety and well-being of customers, players, officials and spectators of our sports facilities. If you have any comments or concerns about our facilities, our staff or any other aspect of our service, please let us know on 01295 724394 or [leisure@bloxhamschool.com](mailto:leisure@bloxhamschool.com).



Bloxham Enterprises Ltd does not deliver coaching services directly to the community. Coaches who use our facilities to deliver sessions to the public are bound by our terms and conditions, yet the service delivered specifically via coaching is the responsibility of the coaching provider.

Our policies and procedures are published online and reviewed regularly. We make every effort to ensure that the details on our websites and printed materials are correct and up-to-date but cannot be held liable if information is incorrect or out-of-date.

## 2. Court Bookings (Tennis and Squash)

### General

- Tennis and squash courts are for tennis use only, unless other activities are specifically approved by Bloxham Enterprises Ltd. Bikes, scooters, footwear with spikes or studs and dogs (with the exception of guide dogs) are all strictly prohibited on tennis courts.
- Appropriate attire should be worn on court and shirts/vests must be worn at all times. Players are required to wear non-marking footwear when on court.
- Please respect your own and others' possessions. Bloxham Enterprises Ltd accepts no responsibility for items lost, stolen or damaged on the premises
- People not playing squash or tennis should respect players on court by not making excessive noise or causing distractions
- Please respect and safeguard the tennis court and ancillary facilities which are made available for use by all members of the community. Damage caused to Bloxham Enterprises' facilities is chargeable to the offender(s).
- To the extent permitted by law, we will not accept responsibility for any injuries incurred during play at Bloxham Enterprises Ltd venues in any weather/ground conditions. Players who have organised a private match should declare any existing medical conditions to each other and understand that they play at their own risk. Players who are receiving coaching from outside bodies must declare any existing medical conditions to the coach before taking part in any activity.
- Unless agreed otherwise, only coaches who have been authorised to conduct coaching at our facilities, and hold coach accreditations, may charge for coaching services. Coaches may bring additional equipment, and use of baskets of tennis balls (for example) is restricted to these coaches only
- Any food consumed on site must be disposed of in the bins provided. Bloxham Enterprises Ltd also operates a café (White Lion café, Bloxham High Street). Currently, our café does not offer discount related to tennis membership. Our cafes are strictly non-smoking areas

### Court bookings

- Bloxham Enterprises Ltd operates an online tennis court booking system ([Bloxham School / Tennis Courts Bloxham School \(lta.org.uk\)](http://Bloxham School / Tennis Courts Bloxham School (lta.org.uk)))
- Court bookings are available in either 30 minute or 1 hour timeslots. A pay before you play policy is enforced, except where courts are offered free of charge (for example, Bloxham School staff benefits), however all courts must be booked using the bookings system before playing on any day. Using courts prior to paying for them may require players to leave the court.
- Pricing is set by Bloxham Enterprises Ltd. Concession rates may apply for juniors aged 16 or under, and eligible adults (aged 65 or over, or on specific welfare benefits). When asked, players should show evidence of eligibility.
- Some courts at selected times are reserved by Bloxham Enterprises Ltd for school curriculum, coaching programmes and by onsite tennis clubs for practice sessions and league matches. Only coaches approved by Bloxham Enterprises Ltd can operate on the courts, and book courts in advance for individual coaching lessons. Bloxham Enterprises Ltd reserved the right to book courts for its own use at any time and without any notice period.
- Players are requested to arrive in time for the start of their sessions and to vacate the court immediately upon the end of their booking period. If another person has booked the following time slot, they have the right to enter the court at the start of their booking and ask you to vacate the court immediately. Bloxham Enterprises staff members are not always available to assist with disagreements in person, although will investigate any complaints received. Players who repeatedly disobey the terms and conditions may have their booking and playing rights at Bloxham School terminated. Bloxham Enterprises Ltd may terminate booking and playing rights for any players at their own discretion.
- Court bookings must be made online in advance of the available court(s). Players may only book 2 hours of courts per day. Bookings can be made 14 days in advance. Coaches are offered more booking rights, and may book 30 days in advance. Coaching hours per day must be agreed with Bloxham Enterprises Ltd in advance of any coaching booking.



- If asked by Bloxham Enterprises Ltd staff members, players must be able to show their booking reference immediately. Your booking reference is provided to you online when submitting your booking, in a confirmation email.
- For safety reasons, no more than 4 players should play on any one court without the supervision of a coach
- Court usage in poor weather conditions is at the individuals' personal risk
- Cancellations: Please see cancellation policy below

## Group Coaching Bookings

- Places on coaching programmes are specified by coaching providers who operate at Bloxham Enterprises Ltd's facilities.
- Players booking and attending coaching sessions are assumed to be fully fit. If this is not the case, the player or their guardian must inform the coaching provider in advance of any medical condition or disability which may be relevant to the coaching session. The coaching provider must also be notified of any change or deterioration of any such medical condition or disability. The coaching provider must keep this information confidential and handle such issues with discretion. The coaching provider should always try to include any such individuals within their coaching programmes wherever possible, but they reserve the right to refuse the booking if they are unable to accommodate the needs of the individual or it is deemed to have a detrimental effect on other players
- Coaching provider staff reserve the right to refuse entry onto a coaching programme or advise a more appropriate session if a ny participant is found not to be of the appropriate age/ability for the group.

## Cancellation Policy

- Any court booking made via Bloxham Enterprises Ltd may be cancelled up to 24 hours in advance.
- A credit will be offered for use against a future purchase
- Bloxham Enterprises Ltd cannot accept a request for cancellation in retrospect - with the exception of thunder and lightning, hailstones and/or heavy snow. In this case, a request for a credit must be made to the Bloxham Enterprises Ltd by email ([leisure@bloxhamscholol.com](mailto:leisure@bloxhamscholol.com)) within 48 hours of the booking's court times.
- Players attending coaching sessions must abide by the cancellation policy of their coaching provider.
- When purchasing a course of tennis coaching you are committing to the entire course, individual sessions missed will not be credited. A credit will be offered for any extended period (3 consecutive sessions or more) where you cannot attend due to illness/i njury.
- Should members of Bloxham Enterprises Ltd wish to cancel their membership, they must provide 21 days' notice via email to [leisure@bloxhamschool.com](mailto:leisure@bloxhamschool.com).

## Wet Weather Policy

- You should bring protection from showers. Any injury incurred while taking part in activities on damp or wet courts is your r esponsibility
- For coaching sessions/camps, if the weather forecast prior to the session is poor, any decision to cancel will be made by the coach. The coach may make a decision as late as is reasonably possible. Whenever possible, and if you have provided the coaching provider with the correct information, the coach will try to send you an email or text message once a decision to cancel has been made.
- If a session runs over half of the designated time and is interrupted due to extreme weather conditions (thunder & lightening, hailstones or heavy snow), the session is deemed to have taken place and no credit will be issued
- If a session is interrupted due to extreme weather conditions before half of the session is completed, the player can request a credit note to be applied to their account, via email to [leisure@bloxhamschool.com](mailto:leisure@bloxhamschool.com)

## Junior Coaching

The above group coaching terms and conditions apply to junior coaching sessions, alongside:

- All children booked onto junior tennis courses are fully supervised, but we cannot undertake to supervise children using the courts at other times



- All children booked onto junior tennis sessions should bring appropriate weather protection, drink and snack on court at the beginning of the session. They are not permitted to leave the court without permission from the coach

## Individual coaching

- Individual coaching sessions should be arranged directly with the coach, who must be approved by Premier Tennis in accordance with local authority guidelines
- Coaches are responsible for attending any session they have arranged
- Payment should be made directly to the coach who is responsible for court hire fees
- Cancellation: individual coaching sessions cancelled less than 24 hours before are liable to pay the coach in full; this is at the discretion of the coach
- Bloxham Enterprises Ltd's safeguarding policy acts as an overarching policy for all safeguarding matters on the facility. External coaching providers must also provide their own safeguarding policy which acts in conjunction with Bloxham Enterprises Ltd.
- During the COVID-19 pandemic, the supporting document titled 'COVID Control measures – tennis and squash' must be followed. Changes to operational procedures are detailed within this document, and updates to the document will be circulated when available via email and on the bookings system.
- Claims for refunds will not normally be considered. However, certain requests may be considered in exceptional circumstances at the discretion of the Management, for example a serious illness or swimming teachers are unavailable to cover lessons. Normally, we offer credits for individual bookings or lessons, which are applied to payment requests for the upcoming term.
- During the COVID-19 pandemic, credits and/or refunds will be provided on a case-by-case basis. If a swimmer displays signs and symptoms of COVID-19 and is unable to attend lessons, a credit will be applied for lessons that cannot be attended during an isolation period.
- If payment cannot be made, access to the membership bookings system may be withdrawn at the discretion of the management team.



## 3. Banbury Mountaineering Club (Climbing)

Please read the following terms and conditions carefully before becoming a user of our climbing wall facilities. By signing up for membership, you agree to adhere to these terms. You must also register directly with Banbury Mountaineering Club before using the facilities.

Our membership documents are also found online, via [Bloxham School / Membership / Packages \(Ita.org.uk\)](#)

### 1. Membership Eligibility:

- Membership is open to individuals aged 18 and above. Users under the age of 18 may join with parental or legal guardian consent and supervision.
- Members must possess the necessary physical fitness and capability to engage in climbing activities.

### 2. Membership Registration:

- To become a member, individuals must complete a separate registration form via Banbury Mountaineering Club, providing accurate personal information and emergency contact details.
- Membership fees are paid to Bloxham School and its Subsidiaries (the Facility Operator), are non-refundable and must be paid registration.

### 3. Code of Conduct:

- Members must adhere to all safety guidelines and instructions provided by climbing wall staff.
- Respect for other climbers, staff, and equipment is mandatory. Any behaviour deemed inappropriate, including harassment or intimidation, will result in immediate membership termination.

### 4. Safety Regulations:

- All members are required to undergo safety orientation and training before using the climbing wall facility and/or declare the required level of competence to Banbury Mountaineering Club.
- Proper safety equipment, including harnesses and safe shoes, must be worn at all times while climbing.
- Climbing without proper belaying certification is strictly prohibited.

### 5. Facility Usage:

- Members are entitled to use the climbing wall during designated hours of operation (Tuesdays 7-9pm) and around closures, which will be communicated by the Facility Operator and Banbury Mountaineering Club.
- Reservation of climbing routes may be required during peak hours.
- Climbing wall availability is subject to scheduled maintenance and special events.

### 6. Equipment and Maintenance:

- Members are responsible for inspecting their own equipment before each climb and can be advised by Banbury Mountaineering Club instructors.
- Any malfunctioning or damaged equipment must be reported immediately to climbing wall instructors and/or the Facility Operator.
- Personal equipment left unattended is the sole responsibility of the member.

### 7. Membership Termination:

- The Facility Operator and Banbury Mountaineering Club reserves the right to terminate or suspend membership without refund for any violation of these terms and conditions.
- Members must adhere to all policies, and failure to comply may result in immediate expulsion.
- Cancellation and financial terms apply in accordance with the general conditions of use.

### 8. Liability Waiver:

- Members acknowledge the inherent risks associated with climbing and agree to release the Facility Operator alongside the climbing wall club, its instructors, and affiliates from any liability for personal injury or property damage sustained during participation.

### 9. Membership Renewal:

- Membership is valid on a 'rolling monthly basis' from the date of registration. 'Taster' or occasional use is available via 2-week membership. Renewal is required to maintain access to the climbing wall facility.
- Renewal notices may be sent to members prior to the expiration date, via Club Spark.

### 10. Amendment of Terms:

- The climbing wall group reserves the right to modify or update these terms and conditions. Members will be notified of any changes in advance.
- Bloxham School and its Subsidiaries provide and maintain the facilities, and manage payments relevant to memberships and 'taster'/occasional-use climbers. Banbury Mountaineering Club are responsible for the safety of participants during activities and the registration of all climbers. Registration to climb must be made separately, via Banbury Mountaineering Club.

By using the climbing wall facilities and joining as a member (or 'taster'/occasional-use), I acknowledge that I have read and understood the above terms and agree to abide by them. This includes parents/carers on behalf of users under the age of 18 years. I must also complete a registration form, separately, via Banbury Mountaineering Club - before using the climbing wall facilities.