



# Thrive Pass Terms and Conditions

## Free Pass Benefits

By using Durham County Councils **Thrive Pass** you gain access to **one** of the following leisure centres:

1. **Freeman's Quay Leisure Centre (Durham City)**
2. **Newton Aycliffe Leisure Centre**
3. **Shildon Sunnydale Leisure Centre (Shildon)**
4. **Spennymoor Leisure Centre**
5. **Teesdale Leisure Centre (Barnard Castle)**
6. **Abbey Leisure Centre (Durham)**
7. **Chester le Street Leisure Centre**
8. **Meadowfield Leisure Centre**
9. **Woodhouse Close Leisure Complex (Bishop Auckland)**
10. **Riverside Leisure Complex (Chester le Street)**

The range of activities included in this membership package are:

1. **Unlimited** gym use during opening times
2. **Free** swimming during public swimming times
3. **Free** group exercise classes - 'GX' - where available
4. **Free** sauna and steam where available

## Membership Terms and Conditions

- i. The Thrive Pass chosen is subject to the rules and regulations of the participating centres. The management team reserves the right to refuse the free pass.
- ii. The Thrive Pass is personal to the member and is non-assignable, non-transferable and non-refundable.
- iii. Users will be issued with a temporary Thrive Pass which will remain the property of the Council. This card must be produced to gain access to the facilities. A user may not loan his/her Thrive Pass or permit it to be used by anyone else. If a Thrive Pass is lost or mislaid, the management team, at their discretion will issue a replacement Thrive Pass.
- iv. Anyone wishing to use the fitness suite must attend an initial gym induction appointment prior to use.
- v. Under 18s:
  - a. Thrive Passes are available to individuals of at least 11 years of age; however it will be the person over 18 who signs the terms and conditions who will be responsible for any breach of the terms and conditions.

## Rules and Regulations

- i. The Council shall make the rules for the facilities the Fitness Suite Rules. These are provided to members for their safety and enjoyment of their membership. A copy of the Fitness Suite Rules are displayed at each facility. Thrive Pass users should also be aware of and adhere to the Council's policies and procedures displayed within the centres.
- ii. The rules form part of the Thrive Pass terms and conditions, and each member agrees to abide by the terms whilst adhering to Council policies and procedures.
- iii. The Council reserve the right to vary the terms and conditions and the Fitness Suite Rules from time to time. Any changes to the terms and conditions or the rules shall be posted at reception which will constitute due notice of all changes.
- iv. Site specific policies, regulations and guidance relating to section 1 above is provided by each specific centre. Thrive Pass users must agree to and adhere to all policies, regulations and guidance and must obtain these from the leisure centre prior to the use of the facilities.

## Limitation of Liability



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- i. In consideration of Durham County Council acceptance of his/her application for Thrive Pass use the user agrees that:
  - a. Neither the Council nor its employees or agents shall be liable for any loss, damage or theft of any property belonging to, or brought onto the centre premises by the member, occurring upon the centre premises unless caused by negligence of the Council or its employees.
  - b. Neither the Council nor any employees of the Council shall be responsible for any death, personal injury or illness occurring upon the centre premises, or as a result of the use of the facilities and/or equipment provided by the centre, except to the extent that such death, personal injury or illness arises from any negligent act or omission of the Council or its employees.
  - c. Cars parked in the leisure centre car park or elsewhere on the premises of the centre and all contents left in them are left at the owner's risk and the centre will accept no liability for loss or damage in respect thereof.

### Physical Condition of User

- i. The Thrive Pass user warrants that he/she is in a good physical condition and that he/she knows of no medical or other reason why he/she is not capable of engaging in active or passive exercise and that such exercise will not be detrimental to his/her health, safety, comfort or physical condition.
- ii. The Thrive Pass user shall not use the centre facilities whilst suffering from any infections or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts, abrasions, open sores or minor infections where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of any other.
- iii. The Thrive Pass user agrees they have read and understood the Health Commitment Statement on display within the leisure centre.

### Expulsion of Users and Termination of Thrive Pass

- i. Durham County Council may suspend or terminate the Thrive Pass of any user without notice and with immediate effect.
  - a. If the users conduct, whether or not such conduct is the subject of complaint by another member or members, is such that in the reasonable opinion of the Council, it may be injurious to the character or interests of the centre, or such that it renders the user unfit to associate with other members of the centre.
  - b. If the user shall have committed any breach of these terms and conditions or of the Fitness Suite Rules of the centre.
  - c. If a user brings / encourages the use of intoxicating liquor, illegal substances or food into the centre.
- ii. All decisions of the management team under this clause are final and binding.

### Dress

Appropriate clean clothing and trainers must be worn at all times in the centre (and during classes unless specifically otherwise advised by an instructor). Trainers must be worn whilst using the equipment in the fitness suite.

### Conduct

- i. Thrive Pass users should use the equipment and facilities in accordance with the advice given by centre staff and/or any notices on the premises. User shall not misuse the equipment or facilities of the centre and any user who wilfully or negligently causes such damage shall pay for any damage to the centre property.
- ii. Smoking is not permitted in any part of the leisure centre
- iii. In the interests of health and hygiene, all centre users must shower prior to entering the sauna and swimming pool areas and must wear a bathing costume.
- iv. Members may not use the facilities of the leisure centre whilst under the influence of narcotics or other mood/mind altering substances.



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- v. For security reasons, users are asked to store personal belongings and valuables in the lockers provided. Lockers are provided on a daily basis. Lost property will be retained for a reasonable period of time appropriate to their value and will subsequently be disposed of by Durham County Council.

### Other

- i. Durham County Council may ask permission of any individual or group to be photographed for press or promotional purposes.
- ii. Durham County Council may from time to time wish to show potential members or others around the centre facilities and reserve the right to do so.
- iii. The centres normal hours of operation and the hours in which any facilities within the centres are available to members are obtainable from the centre upon request. Durham County Council reserves the right to change/alter the facility opening times, programme of activities / classes at any time.
- iv. Durham County Council reserves the right to hold private functions / events in parts of the centre from time to time and will advise members in advance on the centre display boards of any changes in opening hours or alterations to the centre schedule to accommodate such functions.
- v. The failure of Durham County Council to enforce any of their rights at any time for any period shall not be construed as waiver of such rights.
- vi. It is at the discretion of the centre management team to close any of the facilities or limit their usage, should the centre venue become used for major events, refurbishment or emergency repairs/maintenance. No refund will be given in such circumstances and the management team shall endeavour to give reasonable notice of any change, lengthening or shortening of such hours.
- vii. Durham County Council reserves the right to amend the terms and conditions of the membership.
- viii. As a Thrive card holder, from time to time we may contact you with details of promotions and special offers along with other information we think may interest you across the range of Culture & Sport Services.

### Group Exercise (GX) booking

- i. Booking should be made by visiting or contacting the appropriate leisure centre.
- ii. Bookings can be made 24 hours in advance.
- iii. Bookings are free; however a minimum of 12 hours notice must be given to cancel a booking. Should less time be provided, Durham County Council reserves the right to restrict future entry and deal with repeat offenders by removing booking rights for a period of time agreed by management.

Signature of Thrive Pass user		Date	
Signature of leisure centre		Date	
Leisure Centre			