

General Regulations and Conditions

1. INTERPRETATION

'The Centre' means Littledown Centre, buildings and facilities therein and Littledown Parkland.
'Management' means the Centre Manager, Head of Leisure of BHLive and any of the Centre's Front of House Manager's or any BHLive employees authorised by BHLive to perform any duty at the Centre.

2. EXCLUSION OF LIABILITY

- 2.1 BHLive does not accept responsibility for personal injury to any person who enters the Centre, or for loss or damage to their property howsoever caused. All persons are required to observe the appropriate safety precautions and to take appropriate steps to safeguard their property.
- 2.2 BHLive does not accept responsibility for the safety of any vehicle at the Centre and in its car park, or any item left therein. Members of the Public leaving vehicles at the Centre and in its car park do so entirely at their own risk.

3. ENTRY AND EXCLUSION

- 3.1 Management reserves the right to refuse admission to the Centre to any user or users without being obliged to give any reason for so doing.
- 3.2 Except with the approval of Management or when events are specially arranged for young children, no child under 8 years of age shall be admitted UNLESS accompanied, at all times, by a responsible person of 16 years of age or over.
- 3.3 Tickets purchased for the use or hire of a facility, area or items of apparatus must be retained and produced to Management upon request.
- 3.4 No person shall:
 - 3.4.1 Enter or attempt to enter the Centre by forcible or improper means.
 - 3.4.2 Loiter or remain in the Centre without reasonable cause.
 - 3.4.3 Enter or attempt to enter the Centre whilst under the influence of drink or drugs or any other substance having similar effect, or whilst suffering from an infectious disease. Users shall inform the Manager if they suffer from any illness, disease or disability which might prejudice the safety of themselves or others.
- 3.5 Unless expressly authorised by Management, no user shall:
 - 3.5.1 Bring food or drink or any dangerous or obnoxious thing into or onto the Centre.
 - 3.5.2 Take other than into the changing/locker rooms any bags or clothing.
 - 3.5.3 Bring any animal into the Centre other than a guide dog accompanying a blind person.

4. LIMITATION OF RIGHTS

- 4.1 In general, any user authorised to use a particular facility area or items of apparatus shall share the right of use with other authorised users of the same and none shall wilfully annoy or interfere with the rights or privacy of any other user.
- 4.2 No user shall be entitled to any exclusive right to use any facility area or items of apparatus except by prior arrangement with Management. (E.g. Hire of Pool is for pool only and not also for associated changing rooms).
- 4.3 When use of any facility area or item of apparatus is shared, priority rights to use that facility area or items of apparatus may be granted by Management wherein other users shall be excluded from use of that facility area or items of apparatus during any specified time period.
- 4.4 When any exclusive or priority right is granted by Management, notice of the exclusion of others shall, whenever possible, be displayed.

5. SPECTATORS

- 5.1 Spectators shall be restricted to public or spectating areas of the Centre. They shall not enter any facility area except when seating for spectators is provided therein.
- 5.2 No spectator shall enter the changing room, changing cubicle or locker room unless accompanying a child under 8 years of age or a person with a disability or with the express permission of the Manager.

6. CLOTHING, FOOTWEAR AND ETIQUETTE

- 6.1 Users shall:
 - 6.1.1 Dress in a manner appropriate for the activity being undertaken and observe the rules of etiquette or conduct normally associated with that activity.
 - 6.1.2 Wear such protective garments and/or headwear as is essential, prudent or customary.
- 6.2 No user shall:
 - 6.2.1 Wear outdoor footwear on any poolside or in any activity area unless expressly authorised by the Manager.
 - 6.2.2 Enter the Centre not wearing a shirt, top or shoes.

7. USE OF FACILITY AREAS AND ITEMS OF APPARATUS

- 7.1 No child under 8 years of age shall use any facility area or items of apparatus unless accompanied and supervised in the use of that facility area or items of apparatus by a responsible person over 16 years of age.
- 7.2 Users shall return the items of apparatus to storage after use if requested to do so by Management.
- 7.3 No user shall:
 - 7.3.1 Use any facility area other than those for which the appropriate fee has been paid.
 - 7.3.2 Occupy any facility area or changing room/changing cubicle for longer than the prescribed or necessary time or such time as Management shall direct.
 - 7.3.3 Use any facility area or items of apparatus if Management, for any reason whatsoever, is of the opinion that the user is unfit to do so.
 - 7.3.4 Use any facility area other than for such purposes as have been agreed with the Management or centre staff.
 - 7.3.5 In any facility area, use items of apparatus other than that allowed for use in that facility area or activity.
 - 7.3.6 Use a mobile phone in any activity area.
 - 7.3.7 Use any photographic or video recording equipment in any area within the centre.
- 7.4 Users shall keep the facility area and leave the same at the end of the period of use clean and tidy and in no worse condition than in which it was at the commencement of the period.

8. SAFETY AND ACCIDENTS

- 8.1.1 The facility area and items of apparatus shall, at all times, be used to the reasonable satisfaction of the Manager, Management, the Police, Fire Authorities and any other statutory authority.
- 8.1.2 Users shall observe and comply with all instructions, terms and conditions applicable to facility area and items of apparatus and with any warning notices, which may be displayed.
- 8.1.3 No exits or corridors may be blocked by chairs, items of apparatus or any obstruction whatsoever, nor shall motor vehicles or bicycles be left obstructing any entrance or exit.

- 8.1.4 Fire resistant doors shall be kept closed at all times and fire appliances shall not be removed or tampered with.
- 8.1.5 No person may supervise or instruct in the use of any facility area or items of apparatus if any member of Management is of the opinion that she/he is unfit to do so by way of lack of appropriate or sufficient coaching qualifications or any other reason whatsoever.
- 8.1.6 If the Manager so rules, no user may use specified items of apparatus except in the presence of and under the supervision of a qualified coach, nor may certain items of apparatus be used except in the presence and under the supervision of suitably experienced catchers or spotters.
- 8.1.7 If an accident occurs in the Centre the user shall ensure that a Manager or member of staff is summoned immediately.

9. NUISANCE OR DAMAGE

- 9.1 No user shall:
 - 9.1.1 Behave in a disorderly or improper manner whilst using the Centre.
 - 9.1.2 Interfere with any employee of BHLive, Police Officer, Fire Officer or other authorised person in the performance of his/her duties.
 - 9.1.3 Use any items of apparatus, substance or material in a manner likely to cause injury to any other user or make the premises unfit for other users.
 - 9.1.4 Do or cause or permit to be done any act or thing which may be or grow to be a nuisance or annoyance to BHLive or to any other users of the facilities at the Centre or to the owners or occupiers of any adjoining or neighbouring premises.
 - 9.1.5 Wilfully or improperly damage, deface, soil or misuse the Centre or any part thereof or any fittings, furniture, clothing, items of apparatus or other contents of the Centre or the structures thereof.
 - 9.1.6 Alter or interfere with any items of apparatus or fittings of the Centre or the structure thereof.
 - 9.1.7 Enter, use or attempt to use a facility area or changing room reserved for persons of the opposite sex. This rule shall not apply to any child under 8 years of age in the care of an older person entitled to enter or use the facility area.
 - 9.1.8 Any user offending against these regulations shall pay BHLive, on demand, the amount of any damage (except damage from fair wear and tear) done or occasioned thereby to the Centre or to its fixtures, by him/her or by any user participating jointly with him/her in the use of the facility area, items of apparatus or the Centre or by any other user under their care or control, the amount of such charge shall be certified by the Manager whose decision shall be final.

10. FOOD, DRINK AND SMOKING

- 10.1 No user shall:
 - 10.1.1 Smoke in any area of the Centre or Grounds.
 - 10.1.2 Take onto poolside or into any sports hall or other facility area any food, glass bottles, hot drinks, cans, crockery or cutlery.
 - 10.1.3 Provide any food or drink or other catering for sale or consumption upon or within the Centre.

11. LOST PROPERTY

- 11.1 Property found on the Centre shall be handed into the Main Desk without delay. Property will be returned to the owner on reasonable proof of identity and ownership within a reasonable time period. If this is not possible BHLive reserves the right to sell or dispose of the property.

12. ADVERTISING

- 12.1 Unless expressly authorised by the Manager, no user shall place or post or cause or permit the placing or posting of any advertising board or bill or other device for advertising in any manner at the Centre.
- 12.2 Any event to be staged at the Centre must have the approval of the Manager and any of the event's publicity or programme shall prominently indicate that the event is organised in conjunction with Littledown Centre.

13. SPECIAL RESTRICTION

- 13.1 Unless expressly authorised by the Manager, no user shall:
 - 13.1.1 Undertake or cause or permit the sale or supply of any goods or services or the carrying out of any collection within any part of the Centre.
 - 13.1.2 Use the Centre or any property left at the Centre for professional purposes or for the purpose of any Business not relating to the Centre.
 - 13.1.3 Place or post or cause or permit the placing or posting of any notice, leaflet, decoration, flag, emblem or other device in any manner at the Centre.
 - 13.1.4 Cause or permit or take part in any betting, gaming or lotteries.
 - 13.1.5 Use the Centre for the purpose of taking photographs or filming or televising any performance or activity for private or commercial purposes.
 - 13.1.6 Make any announcement of any kind or use or cause or permit to be used sound amplifiers or public announcement equipment at the Centre.
 - 13.1.7 Play gramophone records, tapes, CD's, radios or music in the Centre or perform any work which will infringe any copyright.
 - 13.1.8 BHLive shall be indemnified by the user against all costs, claims, demands, actions and proceedings in respect of any infringement of any of the above restrictions.

14. BREACH OF REGULATIONS

USERS SHALL OBSERVE AND COMPLY WITH ALL INSTRUCTIONS AND REQUESTS OF THE MANAGER WHOSE DECISION SHALL BE FINAL IN ALL MATTERS.

ANY USER OFFENDING AGAINST THESE REGULATIONS AND CONDITIONS OF USE MAY BE EXCLUDED OR REMOVED FROM THE CENTRE AND MAY BE PERMITTED TO RETURN ONLY AT THE DISCRETION OF THE MANAGER.

This is in addition to and without prejudice to any claims which BHLive may have against such users. No refund shall be payable to such users.

Last Revised 1st July 2011