

EXCLUSION POLICY

Definitions

Swansea Bay Sports Park (SBSP) is the umbrella identity for the sports facilities located at Sketty Lane, Swansea, SA2 8QB which includes:

- Wales National Pool Swansea University
- Swansea University Sport Centre
- Swansea Athletics & Hockey Centre

SBSP has been developed and adopted primarily for branding and marketing the Sketty Lane site allowing the facilities listed to adopt a collective approach to improve the customer journey whilst promoting efficiency.

The **SBSP** brand will be utilised in both physical and digital platforms including signage, print media, websites, and social media. These platforms will be a shared resource for all relevant facilities.

Whilst **SBSP** will become the primary and sole identity for the Sketty Lane site, it does not directly replace the existing identities of the individual facilities nor does it create any additional contractual relationship between facilities or alter the legal or ownership status.

Agreement to develop and implement the SBSP approach has been sought from Swansea University Senior Leadership Team, City & County of Swansea Cabinet and Wales National Pool Board.

“Manager” A manager is defined as a person who is part of the SBSP management team.

In order to maintain a safe and comfortable environment for all users and staff of Swansea Bay Sports Park (SBSP), then all users (including customers, staff and tenants) must abide by the published terms and conditions (including admissions policy and booking terms and conditions) of use of the facility.

All references to **‘you’, ‘your’, ‘yours’ or ‘Member(s)’** means a current member of SBSP.

All references to **‘we’, ‘us’ and ‘our’** are references to Swansea University (**SPS**) and/or Wales National Pool Swansea (**WNPS**).

This policy will be applied whether there has been a single, serious incident of unreasonable / unacceptable conduct by a user or where a user is repeatedly behaving in an unreasonable manner. In some instances the sheer number or nature of the activities of some users lead them to be considered as ‘persistent’ or ‘vexatious’. The policy will also be applied where users are deemed to be in breach of the published Terms and Conditions of use.

The actions deemed unacceptable by SBSP include but are not limited to the list below:

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- Acts or threats of violence or aggression
- Persistent failure to show respect in dealings with staff or other users
- Acting in a threatening or abusive way.
- Making malicious, unwarranted or defamatory comments
- Making remarks which are related to any protected characteristic as defined by the Equality Act 2010;
- Continuing to attempt to pursue any matter, either during WNPS investigation or once the matter has been resolved by WNPS.
- Seeking an unrealistic outcome and persisting in doing so despite being clearly advised of the justification for the decision.
- Not complying with Customer Guidance documents and signage expressly indicating acceptable behaviours.

Actions to be taken

- 1) In the first instance of a breach, all details of the incident will be recorded and the user will be given an **“Official Warning”** that will be done both verbally and through a written email and asked to amend their behaviour. This will be recorded in the customers file held by SBSP.
- 2) If there is a second instance of a breach involving the same user, even regardless of whether the incident is different in nature to any previous incident, all details will be recorded as in 1). The user will then be contacted, in writing, by the Manager representative, within 7 working days of the incident. This will constitute an **“Official Written Warning”**. Again this warning will be recorded in the customer file held by SBSP.
- 3) A third breach involving the same user, even if different in nature to the previous incidents, will be recorded as in 1). **“The user will then be informed that they are excluded from the facility”**. They will be contacted by the Manager representative within 7 working days of the exclusion, confirming the reason for and terms of the exclusion in writing.

SBSP reserves the right to exclude any user immediately if they are, in the opinion of SBSP staff, posing a serious health and safety risk to themselves, other users, SBSP staff, are in breach of any of the Terms & Conditions of use of SBSP, or are behaving in a manner which the Manager representative will contact the excluded users, in writing, within 7 working days of the exclusion to outline the reasons for, and terms of the exclusion.

SBSP also reserves the right to contact the police and report any incident(s).

There may be situations where unreasonable behaviour may be due to health conditions. SBSP undertakes that every effort will be made to provide appropriate assistance whilst ensuring the safety and welfare of its staff and users.

Persistent unreasonable behaviour or exceptionally unreasonable behaviour may result in a refusal of further contact on any matter.

The Manager, or representative, has the right, in all circumstances, to exclude a user.

Exclusions will normally be for a specified duration, but in extreme cases may be permanent. The duration of all exclusions will be determined on a case by case basis. The Manager, or representative, has the right to define the duration of an exclusion which may be time limited or permanent.

APPEALS PROCEDURE

Wales National Pool Swansea

If the excluded user wishes to appeal against the decision of the General Manager or his representative, to impose exclusion, they have the right of appeal to the Chair of WNPS Board.

- 1) Notice of appeal must be forwarded to the Chair of WNPS, via SBSP, within 15 days of receiving their notice of exclusion.
- 2) The Chair and one WNPS Board Member will consider their appeal as quickly as possible and will write to the user informing them of her decision.
- 3) The decision of the WNPS Chair is final and there is no further right of appeal.

The Chair has the discretion to determine the duration of an exclusion and to review an exclusion where the circumstances are such that the Chair considers it appropriate.

APPEALS PROCEDURE

Sport Swansea

If the excluded user wishes to appeal against the decision and hold a Sport Swansea SBSP product, to impose exclusion, they have the right of appeal to the Head of Sport.

- 1) Notice of appeal must be forwarded to the Head of Sport, via SBSP, within 15 days of receiving their notice of exclusion.
- 2) The Head of Sport and one facility manager will consider their appeal as quickly as possible and will write to the user informing them of her decision.
- 3) The decision of the Head of Sport is final and there is no further right of appeal.

The Head of Sport has the discretion to determine the duration of an exclusion and to review an exclusion where the circumstances are such that the Head of Sport considers it appropriate.

