

## Terms & Conditions (Sept 2015)

The following terms and conditions apply to all members (“you”) of the Surrey Sports Park Swim Academy. Please ensure you have read and understand the following and please keep a copy for your records:

### **1. ACCEPTANCE OF TERMS AND CONDITIONS**

- 1.1. By booking or attending a swimming lesson with us you accept these terms and conditions and they will form part of the contract between us.
- 1.2. You will ensure that you follow the SSP general swimming pool rules.
- 1.3. We reserve the right to vary these terms and conditions at any time upon 1 months’ notice to you.

### **2. MEMBERSHIP JOINING**

- 2.1. Members must be 18 years of age.
- 2.2. Members under 18 years of age must have parental consent.
- 2.3. You will be subject to all rights and obligations according to the type of your membership for which your application has been accepted.
- 2.4. New members are subject to joining fee rates at point of sale.

### **3. MEMBERSHIPS OPTIONS**

- 3.1. Your membership type is set out as per the application form.
- 3.2. Swim Academy membership entitles the member access to our 46 week swimming lesson programme and the payment is spread over a 52 week period. Please note there will be 6 weeks throughout the academic year when swimming lessons will not take place at Christmas and during August and on bank holidays. Exact dates can be found on our website.
- 3.3. Swim Academy membership also includes access to the swimming pool during designated public swim times as outlined on the SSP website.

### **4. FEES AND CHARGES**

- 4.1. Membership fees become payable immediately upon signature of the contract in accordance with the amounts and payment method set out in the application form.
  - a) You will be required to pay your 1st payment manually on the date of your first lesson.
  - b) If you join the Swim Academy after the 16<sup>th</sup> of the month, you will need to pay your 2nd payment manually on the date of your first lesson. Your monthly direct debit payments will then begin on the 1st working day of the next month.
  - c) If you join the Swim Academy before the 16th of the month, your 2nd payment will be taken as a monthly direct debit payment which will begin on the 1st working day of the following month.

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4.2. Membership fees shall be fixed by SSP and may be altered at any time, subject to giving you 1 months' notice. Members who do not wish to accept an increase in membership fees may cancel their membership by giving 1 month's written notice. When you write to us we recommend you post your letter to Memberships Manager (**Swim Academy Coordinator**) by recorded delivery to ensure notice of cancellation is received.

4.3. When moving up to Stage 8 and up to Stage 10 members will be required to upgrade their membership and complete a membership alteration form. Payment of the appropriate difference between the two price levels applicable to the relevant membership categories will be required at the time of the first lesson in the new stage.

4.4. Membership fees are non-refundable unless expressly provided for in this contract.

4.5. Fees will not be part or fully refunded for absence from the lessons due to sickness, family holiday or any other reason that a swimmer does not attend their weekly lessons.

4.6. Swim Academy lessons will not run on Public Bank Holidays. If your class falls on these days, no deductions shall be made to any fees or charges payable under this contract to take account of the fact the services shall not be provided on these days.

4.7. Should a session be cancelled in the event of SSP closure beyond our reasonable control, then no refunds are to be provided.

4.8. In the event that SSP cancel more than 2 sessions within a calendar month due to reasons beyond our reasonable control, then refunds are at the discretion of SSP Senior Management.

4.9. On acceptance of an application, a member and guardian will be issued with a membership card, which will remain the property of SSP. This membership card is personal to a member and is non-transferable.

4.10. As part of the Swim Academy parents/guardian of the junior member will be included as a "Guardian" member. This membership will entitle the adult to a membership card as per 4.8 which will allow access to the Sports Park and the changing village.

4.11. SSP reserves the right to suspend the members' membership if any outstanding payments are present on the swimmers membership account until payment has been received.

## 5. MEMBERSHIP TERM

5.1. A minimum membership period of 3 months applies to this Contract. You may not cancel your membership during this minimum membership period other than in accordance with clause 5.3.

5.2. If in the case of illness or injury, you may freeze your membership for a period of 1 month (min) to 3 months (max). This is subject to giving SSP notice in writing by 16th day of the month prior to the start of the freeze and on the provision of proof of injury or illness (e.g. doctors note). Access to SSP facilities will be suspended, the member will be taken off the register for their current class and your minimum membership period will be extended by the number of months you have requested

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to freeze. Please note when the swimmer returns to classes SSP cannot guarantee there will be a space in their previous class and they will need to choose a class based on current availability.

### TERMINATION BY YOU

5.3. If you are dissatisfied with the service offered by SSP for any reason within the first 14 days of becoming a member, you are entitled to terminate your membership and you will receive a refund of any membership fees you have paid.

5.4. Apart from within the first 3-months of your membership, you may cancel this contract on 1 months' notice in writing in accordance with Section 5.5 below, if:

5.5 a) you are unable to use SSP through serious illness or injury likely to preclude you from using the club for a period of at least 1 calendar month. SSP shall request reasonable evidence of illness or injury, for example, a doctor's certificate.

b) we significantly reduce the number of swimming lessons or opening hours of SSP;

c) we close SSP for refurbishment for a period of more than 4 weeks at a time;

SSP shall use its reasonable endeavours to give you at least 14 days' notice of changes affecting its hours or availability of lessons set out in Sections b) and c) above (either in writing or by prominently displaying a sign at reception.

d) you move more than 45 minutes drive from SSP, as measured by AA Route Planner and subject to providing reasonable supporting evidence, for example, a rental contract or a utility bill in your name;

e) you have been made redundant and can provide written evidence for example, a letter from your employer or copy of form P45. All correspondence should be addressed to the Membership Services Manager (**Swim Academy Coordinator**) and we recommend you post any correspondence by recorded delivery to ensure notice of cancellation is received. If there is no record of delivery we cannot guarantee acceptance of notice.

Cancellation requests (accompanied by proof), must be received by the completion of the Membership Alteration Form by the 9th of the month, any received after this date will require the next month's membership dues to be paid before the membership can be cancelled.

5.6. You can cancel your Swim Academy membership after the minimum membership period if you provide written notice by the 9th day of the month requesting your membership to be cancelled. Your membership will be cancelled at the end of that month. Letters received after the 9th day of the month will result in your membership continuing until then end of the following month.

5.7. If you are cancelling membership after the completion of Stage 10, membership can be cancelled with 1 week written notice and outstanding membership fees for the remaining monthly lessons will be returned to the customer.

5.8. If you wish to cancel or freeze your membership with less than 1 months' notice as a result of an operational change by SSP and lack of lesson availability which means we are unable to offer you a suitable lesson, the decision of a part or full refund or membership freeze will be at the discretion of SSP management.

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5.9. It is your responsibility to ensure that the facility has received your Membership Alteration Form.

5.10. The member must also cancel the direct debit with their bank. We are entitled to retain any membership fee where you have not cancelled your Direct Debit instruction with your bank and have not given valid notice.

### **TERMINATION BY US**

5.11. We may terminate this contract in the following circumstances:

- a) If you commit a serious or repeated breach of this Contract and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice;
- b) If any part of your membership fee remains unpaid 14 days after its due date for payment; or
- d) If for reasons beyond our control we are unable to deliver swimming lessons for a reasonable amount of time.

### **6. FACILITIES AND SERVICES**

6.1. Members must produce their SSP membership card on each visit to SSP. Any misuse of membership may result in immediate termination of membership in accordance with section 5.11. The card remains the property of SSP.

6.2. Cards may only be used by the cardholder. Any misuse of the card will be deemed the responsibility of the cardholder and their allocated guardian. SSP reserve the right to refuse entry to SSP's facilities.

6.3. In the case of lost cards, replacement SSP membership cards can be obtained from SSP's Reception. A replacement card fee will be charged £10.00.

6.4. On occasions the facility may be closed or the usual set up altered for certain periods of time to carry out cleaning, repairs, alterations, maintenance, and security work or for any other reasons beyond our control without giving you notice. We reserve the right to make reasonable adjustments to the type of facilities provided for swim classes without notice. In the event of such a closure or changes we will notify you as soon as practically possible and offer alternative dates or a refund.

6.5. Included in Swim Academy membership, each swimmer will receive a swim hat for each new full stage they begin. Replacement hats for lost or damaged hats, which are not due to a manufacturing malfunction, can be obtained from SSP's Reception. A replacement hat fee will be charged £1.00.

6.6. All members will have access to the Home Portal to track the swimmer's progress. It is the responsibility of the member/guardian member to sign up to the Home Portal.

6.7. Children can be moved classes via the home portal or by contacting the Swim Academy team. Parents are responsible for moving their child on home portal once they have completed each stage. If a parent wishes to move a child before they finish their stage they are required to contact the

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Swim Academy team by telephone, email or in person. SSP reserve the right to move a child if there is an equivalent class or the next stage class at the same day and time or within 30mins of their current class. Members will be notified of any automatic or enforced moves by email.

6.8. SSP reserves the right to change the swim teachers allocated to classes / courses and will endeavour to provide reasonable notice in writing or by signs on poolside. Part or full refunds cannot be offered for changes to swim teachers.

### 7. BOOKING CONDITIONS

7.1. All swimmers must have provided an up-to-date medical form before entering the water. Failing to do so will mean you/your child(ren) is not allowed into the water and the lesson(s) missed will not be reimbursed.

7.2. Members are responsible for notifying SSP in writing of any change in their or their child's medical details.

7.3. Surrey Sports Park will set the floor level according to the pool timetable. If your child is unable to touch the pool floor and participate in their lesson safely, you will be advised to move to a more suitable lesson. If there is not a suitable alternative lesson available SSP will be able to offer a free membership suspension until a suitable class becomes available or clause 5.8 can be followed.

7.4. It is your responsibility to make sure that you or your child(ren) are capable and suitably dressed to take part in the swim classes.

7.5. You should consult your doctor before you begin the classes if you are unsure whether or not it is suitable. If you have any concerns about you or your child(ren)'s physical condition, you must seek medical advice before joining the Swim Academy.

7.6. It is your responsibility to notify the Swim Academy team and swim teachers of anything that may affect you or your / your child(ren)'s participation in the classes.

7.7. Members are advised to remove shoes or wear overshoes when in the changing rooms and on poolside.

7.8. After the first week parents must sit in the spectator's area and not on the poolside. Parents are responsible for supervising their children in the showers and must be in the shower area 5 minutes before the lesson is due to finish.

7.9. Free swimming is only available during public swim sessions and to the swimming member, please note parents/guardians are required to pay a general swim admission fee. A membership card will be issued to you and must be shown on each visit to claim your free swim.

### 8. Liability

8.1 SSP's liability to compensate you (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by SSP. Any member who suffers an accident using SSP's facilities must report the accident, without delay, to the senior staff member on duty.

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8.2 You will not abuse the facilities or equipment and will pay for any damage to SSP property where you wilfully or negligently cause such damage.

8.3 You shall behave appropriately at all times and in such manner so as not to cause nuisance or annoyance or to cause risk of harm to other members of SSP or SSP's staff.

8.4 SSP does not accept liability for loss or damage to personal possessions.

### 9 Lockers

9.1 For security reasons members are requested to store personal belongings and valuables in the lockers provided. Lockers in SSP are a mixture of coin operated and padlocks which the member can purchase from SSP's Reception. Lockers are provided on a daily basis only. SSP may remove the contents from any locker used overnight. You can claim the contents removed by SSP from SSP's Reception for up to six weeks after removal. After this time, SSP shall not be responsible for any contents removed from a locker.

9.2 Lockers are not allocated to individuals and will be subject to availability on visiting SSP.

9.3 In the event of a locker key being lost by a customer, lockers can be opened and a lost locker key charge of £5 will be charged.

### 10 Data Protection

10.1 Surrey Sports Park Limited (Company Registration no 07026293), University of Surrey, Guildford, Surrey GU2 7AD is the data controller for the purpose of the Data Protection Act 1998.

10.2 SSP collects personal information from you as part of its membership application process. SSP will use this information for billing, statistical or membership demographic analysis and to send you marketing information via post, email and other electronic means in accordance with Section 9.3 below. We may share your information with, and obtain information about you from credit reference agencies or fraud prevention agencies. SSP will disclose your personal information to the University of Surrey for billing purposes. We may also disclose your personal information to third parties to help prevent fraud or if required to do so by law. To request access to information or for more information explaining how SSP uses your personal information, please contact us at the above address.

10.3 SSP would like to send you information relating to its facilities or other promotional activities by post and other electronic means. Please let us know whether or not you consent to SSP contacting you for these purposes by ticking the appropriate boxes on the application form overleaf.

### 11 Severance

11.1 If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected.

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11.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### **13 Governing Law**

13.1. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

13.2 The parties agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Contract or its subject matter or formation (including non-contractual disputes or claims).