

## Terms & Conditions

The following persons may apply for membership of the swimming lesson academy (the “Swim Academy”) organised by Surrey Sports Park Limited (“SSP”, “we” or “us” or as the context requires “our”), on these terms and conditions:

1. persons aged 18 years or more, on behalf of themselves; and
2. parents or guardians of persons under 18 years (a “Junior Swimmer”), on behalf of the Junior Swimmer, (“you” or as the context requires “your”).

Persons whose membership applications are accepted will be “Members”.

Please ensure you have read and understand these terms and conditions and please keep a copy for your records.

### 1. ACCEPTANCE OF TERMS AND CONDITIONS

- 1.1. By the Member attending a swimming lesson with us, you accept these terms and conditions and they will form part of the contract between us.
- 1.2. Members and guests must follow the SSP general swimming pool rules and the Swim Academy policies and procedures from time to time in force, which we reserve the right to amend at any time at our absolute discretion (the “Swim Rules”). In the case of a Junior Swimmer, you agree that you will ensure that the Junior Swimmer, and any other people aged under 18 years for whom you are responsible for on our premises, will follow the Swim 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. Persons aged 18 months old and above may be Members.
- 2.2. Junior Swimmers must have express written parental/guardian consent to take part in lessons in order to be Members.
- 2.3. You (or where relevant, Junior Swimmers) will be subject to all rights and obligations according to the type of membership for which a membership application has been accepted.

### 3. MEMBERSHIPS OPTIONS

- 3.1. The Member’s membership type is as set out on the membership application form.
- 3.2. Swim Academy membership entitles the Member access to our 46 week swimming lesson programme (please note there will be no lessons for 2 weeks at Christmas and 4 weeks during August). The payment for the 46 week programme is spread over a 12 month period, where 12 equal Direct Debit payments will be taken and a total of 46 swimming lessons will be available to attend through the year. The monthly Direct Debit subscription will remain the same for each calendar month, regardless of the number of lessons that are delivered during the month (i.e. some months there will be five lessons, while most months there will be four, but the monthly cost will be the same regardless) with the exception of lessons falling on English public holidays. Swimming lessons are not run on English public holidays; the Direct Debits for affected Members will be adjusted accordingly for the relevant months (see 4.6).

## Terms & Conditions

3.3. Swim Academy membership also entitles the Member to access to the swimming pool during designated public swim times as outlined on the SSP website. Please note, during these times swimmers under 16 years must be accompanied by a responsible adult within the pool area and children under 8 years must have a responsible adult in the water with them within arms' distance. The adult will be required to pay an entrance fee.

### 4. FEES AND CHARGES

4.1. Membership fees become payable immediately upon your signature of the contract in accordance with the amounts and payment method set out in the membership application form.

- a) You will be required to pay your 1st monthly membership fee payment manually before the first lesson.
- b) For Members joining the Swim Academy after the 15<sup>th</sup> of the calendar month, you will also need to pay your 2<sup>nd</sup> monthly payment manually before the first lesson. Your monthly direct debit payments will then begin on the 1<sup>st</sup> working day of the next calendar month (i.e. in respect of the 3<sup>rd</sup> and subsequent monthly payments). Subsequent membership fee payments will be taken by direct debit on the 1st working day of each following calendar month during the membership period.
- c) For Members joining the Swim Academy before or on the 15<sup>th</sup> of the calendar month, you will need to pay only your 1<sup>st</sup> monthly payment manually before the first lesson. Your 2<sup>nd</sup> monthly payment will be taken by direct debit on the 1st working day of the following calendar month. Subsequent membership fee payments will be taken by direct debit on the 1st working day of each following calendar month during the membership period.

4.2. Membership fees shall be determined by SSP and may be altered from time to time, subject to giving you at least 1 month's notice. If you do not wish to accept an increase in membership fees you may cancel the membership by giving 1 month's written notice in email or by filling out a membership cancellation form.

4.3. When a Member will be moving up to Stage 8 and up to Stage 10, you will be required to upgrade the membership to our longer duration class by giving consent via email. Payment of the appropriate difference between the two price levels will need to be paid manually before the first lesson in the new stage and your Direct Debit amount will be adjusted for the next month.

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 lessons due to short term illness or injury, holiday or other commitments which mean a Member does not attend their weekly lessons. For long term illness or injury see 5.2.

4.6. Swim Academy lessons will not run on public holidays in England. If a Member's lesson falls on such a public holiday, your monthly Direct Debit fee will be adjusted accordingly by the cost of the number of lessons not available. Should you change a lesson day from a lesson falling on a public holiday to another day after your adjusted Direct Debit payment has been taken, where applicable you will be required to pay any outstanding membership fees for that new scheduled lesson before the next lesson.

4.7. Should a lesson be cancelled in the event of a matter beyond our reasonable control, we will endeavour to re-arrange any unavailable lessons or provide a refund for the cancelled lesson.

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

## Terms & Conditions

4.9. For Junior Swimmer Members, as part of their Swim Academy membership their parents/guardian 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 SSP changing village only, please note parents/guardians are required to pay a general swim admission fee to accompany the Junior Swim member in the pool.

4.10. SSP reserves the right to suspend memberships and restrict access to the relevant lesson/class if any membership payments are outstanding and overdue (for example, due to failed direct debit or unpaid manual payments) until all such payments have been received in full. Under these circumstances we will not be able to guarantee that the same space is available for the Member on the existing lesson following settlement of the outstanding sums.

### 5. MEMBERSHIP TERM

5.1. A minimum membership period of 3 months applies to this Contract. Memberships may not be cancelled during this minimum membership period other than in accordance with clause 5.3 or clause 4.2.

5.2. In the case of long term illness or injury of the Member, you may freeze the membership for a period of 1 month (min) to 3 months (max) by providing written notice and proof of injury or illness of the Member reasonably satisfactory to SSP (e.g. doctor's note). The freeze will begin after we have received notice and evidence and no refunds will usually be offered for previous missed lessons. The Member will be taken off the register for their current class and access to the pool during public swim times will also be suspended. If a Member's membership is frozen within the first 3 months of their membership, their minimum membership period will be extended by the number of months for which you have requested to freeze the membership. The membership and your Direct Debit payments will automatically continue after the requested freeze has ended. You are responsible for contacting us to re-enrol in a new class and pay any outstanding fees manually before the returning Member's first class back. We cannot guarantee that there will be a space in the returning Member's previous class. If you wish to cancel a membership during or at the end of your freeze, the conditions set out in clause 5.4 apply. In exceptional circumstances and where appropriate, in discussion with you and having considered appropriate medical evidence you provide, SSP may at its absolute discretion provide more generous terms in relation to freezing of membership.

### TERMINATION BY YOU

5.3. If, within the first 14 days of the Member's membership commencing, you wish to cancel the membership, you are entitled to terminate the membership and you will receive a refund of any membership fees paid for the period beyond the date of cancellation. This can be done in writing via email. In exceptional circumstances and where appropriate, SSP may at its absolute discretion provide more generous terms in relation to a refund for previous lessons.

5.4. You can cancel a Swim Academy membership after the minimum membership period if you provide written notice via email or the membership cancellation form before or on the 15<sup>th</sup> day of the month requesting the membership to be cancelled. The membership will be cancelled at the end of that month. Cancellation requests received after the 15<sup>th</sup> day of the month will result in the membership continuing until then end of the following calendar month.

5.5. You may request a membership to be cancelled with less than 1 month's notice in writing via email or by completing the Membership Alteration form in the following circumstances:

## Terms & Conditions

a) The Member is unable to continue to use SSP through serious illness or injury and you do not wish to freeze the membership in accordance with 5.2. SSP may request reasonable medical evidence of the Member's illness or injury, for example, a doctor's certificate.

b) We significantly reduce the number of swimming lessons or opening hours of SSP or adjust the pool floor depth;

c) We close SSP for refurbishment or maintenance 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 via email communication and/or by prominently displaying a sign at reception).

d) You have been made redundant within the meaning of applicable legislation and you can provide written evidence for example, a letter from your former employer or copy of form P45. All correspondence should be addressed to the Aquatics Development Officer 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 or supporting evidence.

Cancellation requests (accompanied by proof), must be received before or on the 15<sup>th</sup> of the month; any cancellation requests received after this date will require the next month's membership fee to be paid before the membership can be cancelled.

5.6. If you are cancelling a membership after the completion of Stage 10, membership can be cancelled with 1 week's written notice and outstanding membership fees for the remaining monthly lessons will be refunded.

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

5.8. It is your responsibility to ensure that we have received your Membership Alteration Form or email communication.

5.9. Once termination notice has been received we will cancel the Member's membership, and we recommend that you also cancel your Direct Debit with your bank after your agreed final lesson. You may not be able to recover the membership fee where you have not given valid notice as set out in 5.4 and you have not cancelled your Direct Debit instruction with your bank.

### **TERMINATION BY US**

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

a) If you commit a serious or repeated breach of these membership terms and conditions and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice; or

b) Where you (or a Junior Swimmer or children under 18 for whom you are responsible) repeatedly or seriously contravenes the Swim Rules; or

c) 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.

5.11. In the case of 5.10, we will provide refunds for membership fees reflecting the number of lessons unavailable after deducting any outstanding fees.

## Terms & Conditions

### 6. FACILITIES AND SERVICES

6.1. Members (and where applicable Guardian members) must produce their SSP membership card on each visit to SSP and use their card to enter the changing village.

6.2. Membership cards may only be used by the cardholder. Any misuse of the card will be deemed the responsibility of the cardholder (and where applicable their parent or guardian). SSP reserves the right to refuse entry to SSP's facilities. Any misuse of membership may result in immediate termination of membership in accordance with section 5.11. The card remains the property of SSP.

6.3. 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 Member will receive a swim hat for each new full stage they begin. Swimmers must wear their allocated hats in every swimming lesson. Replacement hats for lost or damaged hats will be offered for free to Members, however SSP reserves the right to charge a small fee for Members who lose or damage more than 2 hats in each stage.

6.6. All Members will have access to the Home Portal to track their progress. It is the responsibility of the Member (or in the case of a Junior Swimmer, their parent/guardian) to sign up to the Home Portal.

6.7. Junior Swimmer Members can be moved classes via the Home Portal or by contacting the Swim Academy team. Parents/guardians are responsible for moving the Junior Swimmer on the Home Portal once they have completed each stage. If a parent/guardian wishes to move a Junior Swimmer before they finish their stage they are required to contact the Swim Academy team by telephone, email or in person. SSP reserve the right to move a Junior Swimmer if there is an equivalent class or the next stage class at the same day and time. You will be notified of any automatic or enforced moves by email.

6.8. We will use reasonable endeavours to provide the same instructor for each lesson within a term. However, cover instructors may be used without prior notification in the event of absence due to holiday, illness or any other unforeseen circumstance. We will endeavour to provide reasonable notice in writing via email or by signs on poolside. Part or full refunds cannot be offered for changes to swim teachers.

6.9 If a teacher is absent, we reserve the right to join classes together if considered appropriate and safe according to Swim England guidelines. We would always try to put a replacement teacher in place however, if this is not possible we would put the classes together in order to avoid the cancellation.

6.10 SSP reserves the right to refuse entry to the lesson if the Member is more than 5 minutes late for a class, as it may disrupt the lesson for the other pupils, or if you have outstanding fees on your account.

## Terms & Conditions

6.11 On occasions, new instructors will shadow existing teachers to observe the lesson. SSP will take reasonable steps to ensure the shadow instructor does not adversely affect the quality of the lesson delivery. Part or full refunds cannot be offered for lessons with shadow swim teachers.

6.12 For the last week of lessons before the break over August, all lessons will be split into half normal lesson followed by half fun splash. Part or full refunds cannot be offered for the half normal, half fun splash lessons.

### 7. BOOKING CONDITIONS

7.1. All Members must have provided accurate and up-to-date medical information before entering the water via our application form or by informing us by email. In the case of Junior Swimmers, the parent/guardian is responsible for notifying us. This information must be updated in a timely fashion to take account of any material changes to medical conditions. Failing to do so will mean the Member may not be allowed into the water and the lesson(s) missed will not be reimbursed. Such medical information will be kept securely and in accordance with applicable data protection laws and will not be shared with any third parties other than required by law.

7.2. SSP will set the floor level according to the pool timetable. If a Member is unable to touch the pool floor and participate in their lesson safely, the Member (or in the case of a Junior Swimmer their accompanying parent/guardian) 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 membership freeze until a suitable class becomes available or clause 5.5b can be followed.

7.3. It is the responsibility of the Member (or in the case of a Junior Swimmer, their accompanying parent/guardian), to ensure that the Member is capable and suitably dressed to take part in the swim classes.

7.4. Members aged 18yrs and over should consult their doctor before they begin the classes if you are unsure whether or not swimming is a suitable activity. In the case of a Junior Swimmer it is the responsibility of you, prior to completing the application form, to consult with a doctor before the Junior Swimmer begins their lessons if you are unsure whether or not the activity is suitable. If you have any concerns about the Member's physical condition, you must seek medical advice before joining the Swim Academy.

7.5. It is the responsibility of the Member (or in the case of a Junior Swimmer, their accompanying parent/guardian) to notify the Swim Academy team and swim teachers of anything that may affect the Member's participation in the classes.

7.6. Members, parents/guardians and guests must remove shoes or wear overshoes when in the changing rooms and on poolside. Entry to poolside is only available via the changing village.

7.7. For Junior Swimmers, accompanying Parents/guardians must sit in the spectator's area and not on the poolside. Parents/guardians are also responsible for supervising Junior Swimmers under 14 years in the showers and must be in the shower area 5 minutes before the lesson is due to finish. For Junior Swimmers aged 14 – 18 years, parents/guardians may provide permission for them to shower and enter the changing village un-supervised by sending an email to Swim Academy. Please note that in these cases, SSP's responsibility for supervising the junior swimmer ceases at the end of the advertised lesson time.

7.8 It is your responsibility to ensure we hold the most up to date contact email address for communications in relation to the membership. In the case of a Junior Swimmer this must be the email address of you. The majority of our communications will be sent out via email and we cannot be held responsible for any incorrect or out of date email addresses.

## Terms & Conditions

### 8. Liability

8.1 SSP shall not in any way be liable for any loss or damage arising from or in connection in any way with our swimming lessons or our swimming pools or the use of our premises, facilities or equipment. However, nothing in these terms and conditions shall limit the liability of any person for death or personal injury caused by negligence.

8.2 Members (and in the case of Junior Swimmers, you) must not be abusive towards our staff, premises, property, facilities or equipment and you will pay for any damage to SSP property where you (or in the case of a Junior Swimmer or a child for whom you are responsible, that person) wilfully or negligently cause such damage.

8.3 Members (and in the case of Junior Swimmer Members, 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 users of SSP's premises, 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 and they are not to be left in changing rooms. 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. 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 Any belongings left in changing rooms and not placed in lockers will be removed and placed in lost property at SSP's Reception.

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

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

9.5 Property and possessions stored in changing rooms and lockers at the user's own risk and SSP cannot accept responsibility to loss or damage to such property.

### 10 Data Protection

10.1 Surrey Sports Park Limited (Company Registration no 07026293), Richard Meyjes Road, Guildford, Surrey GU2 7AD is the "data controller" for the purpose of the Data Protection Act 1998 and in future the "controller" for the purpose of the EU General Data Protection Regulation (if and when that Regulation becomes effective in the UK).

10.2 SSP collects personal information from Members (and in the case of Junior Swimmer Members, also from you) as part of its membership application process. SSP will use this information for performing its obligations in accordance with these terms and conditions, for billing, statistical or membership demographic analysis and to send you marketing information via post, email and other electronic means in accordance with clause 10.3 below. We may share your information with, and obtain information about you from credit reference agencies or fraud prevention agencies. SSP will disclose relevant personal information to the University of Surrey solely for billing purposes, to the extent the

*Terms and conditions with effect from 4<sup>th</sup> September 2017*

Last updated 02/08/17

## Terms & Conditions

University of Surrey is carrying out billing activities on behalf of SSP. We may also disclose your personal information to third parties to help prevent fraud or if required to do so by law. By agreeing to these terms and conditions, you acknowledge and agree to the processing described above. 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.

### **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.

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.

### **12 Governing Law**

12.1. 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.

12.2 The parties agree that the courts of England and Wales shall have exclusive 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).