

# TERMS AND CONDITIONS OF SWIM SCHOOL MEMBERSHIP

**Important** – you should read these terms carefully. If you do not understand any of the terms and conditions below, please see a member of staff for clarification.

This agreement is made between the centre operators (InspireAll Leisure and Family Support Services, “InspireAll”) and the applicant (THE MEMBER), by commencing your membership you agree to abide by the following terms and conditions. All parents /carers are responsible for ensuring all members under the age of 18 adhere to the terms and conditions of membership. InspireAll Leisure and Family Support Services operates as a paperless organisation and it is the responsibility of the member to have read and understood these terms and conditions before commencement of the membership agreement.

## MONTHLY MEMBERSHIPS

1. The membership shall begin on the agreed date of joining as stated on the Membership Contract and continue only if the member continues to pay the relevant fees, either in advance or by Direct Debit.
2. A Monthly Membership may require a payment of a joining fee together with a pro-rata payment. Monthly payments are made by Direct Debit on or around the specified day of each month.
3. If you cancel your membership, you will be required to pay the joining fee again upon re-joining.
4. Membership fees must be paid in accordance with these terms and conditions regardless of your level of usage of the facilities. (This does not affect your statutory rights). InspireAll reserves the right to refuse payment by direct debit if persistent problems are experienced in obtaining payment by these means.
5. All fees may be subject to periodical review but we will give you prior notice for any change. You will be entitled to cancel your membership at any time before the change comes into effect.
6. You may only have access to, and use of, the facilities if all your payments to us are not in arrears.
7. You are obligated to make the minimum number of direct debit payments stated on the membership contract, with the first one being paid on the first direct debit collection date and every month thereafter. For the avoidance of doubt, you are obligated to make every Direct Debit Payment regardless of non-attendance, whatever the reason for non-attendance may be. Should you fail to make a Direct Debit Payment then the remainder of those payments will become due immediately.
8. If paying by Direct Debit, your membership will continue after the minimum number of instalments as detailed on the Membership Contract. By commencing your agreement, you agree to honour this commitment.
9. Direct Debits will be administered by ‘Debit Finance Collections PLC’ (DFC by Xplor) on behalf of InspireAll.
10. Defaulted Payment - InspireAll reserves the right to pursue any outstanding membership fees should the membership be terminated before the required notice period (this does not affect your statutory rights). If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, an administration fee of £15 will be charged per unpaid collection. If you fail to pay any amount due under this agreement for a period of more than thirty days, then we may pass the debt to a third party company for collection. Should InspireAll incur any costs associated with the recovery of the debt this will be passed on to the defaulting member.
11. All memberships are non-transferable.
12. The membership fees have been calculated to include closures of the centres on Bank Holidays and over Christmas/ New Year, where applicable.
13. We endeavour to ensure that all facilities, classes and equipment are available during advertised opening times. However occasionally, due to special events, galas, planned and reactive maintenance work and circumstances beyond our control, facilities or equipment may be unavailable or classes cancelled. This has been calculated within the membership fees.
14. Any requests to change a membership requires a minimum 14 days’ notice, e.g. upgrading or downgrading a membership.
15. Anyone under the age of 18 will require a parent/carer or guardian to set up the direct debit.
16. Please refer to your membership contract for confirmation of any promotional discounts and end dates.

## CANCELLATION OF A DIRECT DEBIT MEMBERSHIP

1. Requests to terminate a membership must be submitted 14 days before the date of the next direct debit via our website online services cancellation request or in writing to Debit Finance Collections PLC: 1st Floor, Central Square South, Orchard Street, Newcastle upon Tyne, NE1 3AZ, UK. Emails should be sent to DFC at [Inspireall@servicetsg.com](mailto:Inspireall@servicetsg.com)
2. It is the responsibility of the member to confirm that the membership has been cancelled.
3. Your final direct debit payment once taken covers a full month of membership. There will be no reduction of the final direct debit fee if the membership is not used for the full final month.
4. If there is still a balance due to us, you will be required to pay this immediately.
5. If you are found still using the facility once your membership has been terminated full membership fees will apply.
6. DFC is our agent for serving notice and collecting any Termination Payments which are due.
7. On cancellation of this agreement all booking privileges will be terminated from the date the member has paid up to.
8. Should InspireAll, as a result of late cancellation collect the next month’s payment, the membership will not terminate until the end of the following month.

## FREEZING

1. Where and when an individual cannot attend due to medical reasons payments can be frozen by request in writing to the site Swim Manager/ Coordinator and upon the production of a medical document. This will be applied retrospectively for the actual period of absence.
2. Your membership for medical reasons can be frozen for a maximum of six months.

## GENERAL TERMS

1. You are responsible for providing us with any changes to your details including change of name and address immediately upon the changes occurring.
2. If any changes require a new Direct Debit arrangement you must inform DFC at [Inspireall@servicetsg.com](mailto:Inspireall@servicetsg.com). If you fail to inform us of this change in your details or provide us with new Direct Debit Instructions, we may, at our discretion suspend your membership or cancel it. If your membership is cancelled you will need to re-join, paying any applicable additional fees.
3. Only the holder may use the membership card or membership privileges. Anyone found to be using another’s membership card will be prevented from using the facilities. All cards must be presented at the centre on each visit or upon request by our staff at any time.
4. Any lost membership cards must be reported to us immediately. Replacement cards will incur a fee.
5. We reserve the right to cancel a course if the number of participants is lower than the minimum number required.
6. Swimming Teachers are subject to change at any time
7. Parents/Guardians are requested not to approach Swimming Teachers during the swimming lesson sessions. Parents should contact the site Swimming Manager/Coordinator via reception, email or phone in the first instance.
8. Parents/Guardians should not remain on poolside whilst lessons are in progress. Lessons may be viewed from the spectator areas/viewing galleries.
9. Parents/Guardians of under 8’s must remain in the centre whilst a child participant is in a lesson.
10. Swimming Lesson participants are entitled to make full use of any associated public swimming discounts providing the direct debit agreement is valid and not in arrears. These discounts exclude programmed fun sessions. Please refer and adhere to the sites Under-8’s policy.

11. Any associated swimming discounts will cease as soon as the membership is terminated.
12. We reserve the right to refuse or withdraw Swimming Lessons and cease to provide the benefits under it, to any person who contravenes these terms and conditions or the rules and regulations of the leisure facilities.
13. A swimming lesson comprises of a minimum of 25 minutes' water time and 5 minutes allocated for Registration/Admin/Changeovers.
14. Parents and Participants should be aware that some activities carry an element of risk. We are committed to the health and safety of all participants and we will endeavour to ensure that any such risk is kept to a minimum.
15. Before the commencement of exercise all members must have read, understood and agreed to comply with the health commitment statement.
16. Equipment necessary for swimming lessons will be provided by the leisure facility, excluding swimwear.
17. Participants must not use any equipment unless they are satisfied that they are competent to do so and they must use the equipment safely and properly, without causing any risk of injury to themselves or others, or damage to any property.
18. Participants may be responsible for any injuries or damage caused by themselves. Correct clothing, suitable behaviour must be adhered to at all times.
19. A Free Swimming Hat will be issued at the point of entry to the scheme and upon moving up to the next stage. Participants are required to wear the issued hat or their own if preferred (due to medical reasons). Lost or broken hats can be replaced at cost via reception.
20. We will not be responsible for any loss or injury to participants to the extent that it is caused or contributed to by their unsafe or improper use of the equipment or any of the facilities. We reserve the right to refuse access to the facilities and suspend memberships at any time if participants act in a way that may cause offence or distress to others; offers any risk or harm; in our opinion, to anyone's health, including themselves; and if they fail to use equipment safely and properly or as instructed by our staff.
21. Lockers and storage areas are not to be used for overnight storage. Lockers are provided for the convenience of its user and are used entirely at the user's own risk.
22. We ask participants not to leave belongings unattended in changing cubicles during swimming lessons. Any belongings left unattended will be removed and treated as lost property.
23. We reserve the right to terminate the membership at any time without notice.

#### **GENERAL DATA PROTECTION REGULATION (GDPR) 2018**

1. All personal data you supply will be kept in accordance with UK GDPR 2018. The information collected when you join one of our centres is required to set up, verify and manage your membership and to ensure you get the most benefit from our services.
2. If you have consented, we will send you occasional promotional communications via your approved method(s). You can opt out of this at any time via links in the communication, by emailing [dpo@inspireall.com](mailto:dpo@inspireall.com) or in writing to our Data Protection Officer, InspireAll Leisure and Family Support Services, The Venue, Elstree Way, Borehamwood, WD6 1JY.
3. For more information on how your information is used, how we maintain the security of your information and your rights to access information we hold about you, please view InspireAll's Privacy Policy. You can request a copy at reception or find it on our website.

#### **ALL MEMBERSHIPS**

1. We may from time to time amend these terms and conditions and, other than changes in monthly fees, we will display these in reception giving at least 14 days' notice. If you do not find these changes acceptable to you, you may terminate your membership prior to the amendment coming into effect.
2. This agreement can be cancelled if we are in breach of contract, including if we do not provide facilities or services you may reasonably expect.
3. A full refund will be given if the membership is cancelled within 14 days of the commencement of this agreement, however should the member have used the facilities within this 14 day period, then InspireAll reserves the right to deduct the cost of these sessions from the refund at the prevailing rate for non-members.
4. Where appropriate any refund made will be made by BACS and may take up to 10 days to process.