

TERMS & CONDITIONS



COVID-19 POLICY

You must not visit the centre if you or your child is unwell or showing symptoms of coronavirus. You must adhere to the covid 19 social distancing & hygiene government guidance as well as Abbeycroft's covid secure protocols. If you feel unwell or develop COVID-19 symptoms, however mild, or you have received a positive coronavirus (COVID-19) test result, then you should immediately self-isolate & stay at home and follow government guidance.

If you have been in contact with someone with symptoms of coronavirus you must get a test and self-isolate at home for 14 days

GENERAL TERMS

1. MEMBERSHIP

1.1 This agreement commences once you have indicated your acceptance in the Declaration section of the sign up process.

1.2 Your membership starts immediately with Your Home Facility defined as above. It is Your Responsibility to notify Us if You wish to alter this.

1.3 You shall be entitled to use all services and facilities included within your membership package subject always to availability and capacity rules.

1.4 You will be issued with a Membership card, which remains the property of Abbeycroft Leisure. This must be presented on entry to the Centre, registering your attendance using your membership card at an access control point or with a receptionist. If you lose your membership card, we shall charge you a small administration fee for a replacement.

1.5 Your Membership will not be valid until (and unless) You have had Your photograph recorded on our systems; this is to prevent fraud, misuse and abuse of Membership benefits

1.6 Where a discounted Membership is purchased such as concessionary, corporate, disability or age related, proof of eligibility is required prior to Your first use in person at Your Home Facility. You will be required at regular intervals to provide new proof as required by Us. If your entitlement changes, You must notify Us.

1.7 You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen, subject to your timely payment of the fees and charges set out below and the successful processing of your direct debit instruction.

1.8 Legend Leisure Services provides direct debit payment services to you and administers our agreement with you, in consideration for which you agree to pay all the fees and charges associated with your Membership and set out below to Abbeycroft Leisure.

2. FEES & CHARGES

2.1 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, you shall pay Abbeycroft Leisure on demand an initial administration fee of £10 and any and all further reasonable costs incurred by Abbeycroft Leisure in recovering the due fees and charges from you. Including costs in tracing you if you have changed your address without telling us. Abbeycrofts' right to recover these fees and costs shall be in addition to and without limitation of our rights or those of Abbeycroft which may exist notwithstanding the terms of our Agreement.

2.2 You agree to advise us promptly of any change to the Members Details provided.

2.3 We will take reasonable steps to contact you to discuss alternative forms of payment if your direct debit is returned unpaid by your bank or building society.

2.4 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).

2.5 You may only have access to and use of the facilities if all your payments to us are not in arrears.

2.6 You will pay your membership fees in accordance with the payment option and the minimum payment instalments specified on the Membership Agreement. You are obligated to make every Direct Debit Payment regardless of non-attendance, except where the Agreement is cancelled in accordance with the cancellation terms below or under your statutory cancellation rights, as set out in the Principle Terms above.

2.7 No refunds or transfer of lessons will be issued following a non-attendance. If a doctor's note is provided that states that the swimmer is unable to attend owing to illness, Abbeycroft Leisure will issue a credit for use against future swimming courses

>Free assessments are available for swimmers enrolling for a course. If the swimmer does not attend an assessment and is booked by the parent / guardian into the wrong ability level group (against the advice of the co-ordinator) then Abbeycroft Leisure will endeavour to find a place to match the swimmers needs. If there are no places available Abbeycroft Leisure will issue a voucher for use against future swimming courses. No refund will be allowed.

2.8 Unless cancelled in accordance with these Terms:

Where you pay our Membership Fee in one single upfront payment, your membership shall come to an end upon expiry of the Minimum Contract Period, unless you select to renew and enter into a new membership agreement with us;

or

Where you pay your Membership Fee by way of monthly direct debits, your membership shall automatically renew on a month by month basis upon expiry of the Minimum Instalment Payments until cancelled by you in accordance with clause

4.1.

2.9 We reserve the right to increase the Membership Fee from time to time and we will give you 30 days written notice before doing so. In the event that the increase is to take effect before the expiry of your Minimum Instalment Payments, you shall be entitled to cancel your membership (in accordance with clause 4.1) provided you notify us within 30 days from the date of the increase in the Membership Fee.

2.10 Discount levels are discretionary and may vary from time to time.

2.11 You must not allow anyone else to use your card or Membership number. Cards being used by any other person other than the authorised member will result in the membership being cancelled without refund.

3. ADVANCED TERM MEMBERSHIPS

3.1 Advanced term memberships are for the Membership Period stated in your Membership Application Form. Payment for an advanced term Membership must be Paid In Full at the start of the Membership Period.

3.2 No refunds are paid on early termination of advanced term Membership (this does not affect your statutory rights).

4. RIGHT TO CHANGE YOUR MIND

4.1 If you did not sign up on the club's premises you have 14 full days after signup to cancel this agreement for any reason. To exercise this right you must inform Abbeycroft Leisure via the membership cancellation form on our website www.acleisure.com/contact-us

4.2 If you exercise this right to cancel we will reimburse you any fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service before requesting to cancel then we will reduce your membership fee refund by a pro rata amount equal to the number of days from signup to the date cancellation was requested

5. GENERAL CONDITIONS

5.1 As a member you agree at all times to follow our rules on etiquette and conditions of use ("rules"), which relate to your use of our leisure centre(s). The current version of our Rules is displayed at our facilities and on our website www.acleisure.com/swimming/swimming-lessons/

5.2 We may terminate this agreement with immediate effect on notice to you if you are in breach of the Clubs Rules (i.e. Stealing or other criminal activities within the facility). In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.

5.3 We shall be entitled at all times and from time to time to make minor alterations, carry out remedial repairs or maintenance without prior notice to any of our leisure centres. We shall endeavour to minimise any disruption to your enjoyment of our facilities caused by such alteration, repair or maintenance.

5.4 We may sometimes need to change lessons, opening hours or facilities available. If we need to do this we will, where reasonably possible, display notices in our facilities notifying you of the change at least 2 weeks beforehand. If we make a significant change to the opening hours or facilities available, you can cancel your agreement in accordance with clause 26. In addition we will refund you for any part of your membership fee for the period since the change was in force.

5.5 Our facilities will operate reduced opening hours during Bank Holidays and the Christmas period.

5.6 There are times where your data will be shared with 3rd parties to improve Abbeycroft Leisure's services.

5.7 A fee (the "membership") is payable in respect of your use of our leisure centre(s). The amount of your Membership Fee will be set out in the Membership Application.

6. CHANGE OF MEMBER'S DETAILS

6.1 You are responsible for providing to us any changes to your details or circumstances including change of name and address immediately upon the changes occurring. If any changes require a new direct debit arrangement you must inform us of the new circumstances and complete a new direct debit instruction.

7. MEDICAL SCREENING

7.1 You shall be responsible for monitoring your own / your child's physical condition throughout your membership period and in agreeing to these Terms you confirm that you are aware of and understand the potential risks associated with physical exercise.

7.2 You confirm that the responses to the health questionnaires are accurate in all material respects and you agree to immediately notify us of any changes in your physical condition which render your replies to the health questionnaires incorrect in any respect.

7.3 If deemed necessary by us, you will obtain at your own expense written confirmation from your General Practitioner that you are in good health and capable of participating in physical exercise. We reserve the right to refuse membership if we have not received such confirmation and we reasonably believe that you are not fit to participate in physical exercise.

8. CANCELLATION AND FREEZING OF MEMBERSHIP

8.1 You may cancel your membership by giving us at least one calendar months' notice of your final direct debit payment

8.2 We may, at our sole discretion, choose to accept the freezing of your membership if we are satisfied that events beyond your reasonable control have resulted in your use of the leisure facilities becoming impossible. We reserve the right to ask for reasonable evidence of such an event and the period of any freeze shall be at our discretion and for a maximum of a 6 month period as set out:

i) Temporary Illness or Injury: This agreement may be frozen in the event of a temporary illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for a period of time.

Please note – ANY Freeze will not be effected until the appropriate proof is provided and received (in writing or via email) by the Centre

8.3 Breach: 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 and we have fallen well below that standard.

8.4 If your membership is cancelled by us due to non-payment of Membership Fees, we may choose (at our sole discretion) to reinstate your membership subject to the payment by you of all account arrears in full. You shall not be entitled to use our facilities or classes until such a time as the Membership Fees are paid in full.

8.5 For such period as your Membership is suspended in accordance with clause 8.2, a monthly charge of £5 shall be payable by you to us in lieu of the applicable Membership Fee.

8.6 We reserve the right to terminate or freeze your membership without notice if;

- i) You cancel your direct debit or otherwise fail to make payment within 30 days of the date upon which it falls due;
- ii) You commit a serious or repeated breach of this Agreement or the Rules and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice; or
- iii) You harass, threaten or abuse our staff or members, maliciously damage our property; or should you commit any illegal act whilst on our premises

8.7 You provide Us with details which You know to be false when applying for Membership or You change Your details without informing Us of such changes and the dales declaration would have reasonably affected our decision to grant or continue to off You Membership.

8.8 If We terminate for any of these reasons, we reserve the right to retain a proportion of the money that You have paid Us under this Contract to cover reasonable costs we have incurred as a result. In case of early termination of Advance Term Memberships we reserve the right to claim damages for an amount equal to the outstanding monthly instalments for the unexpected period of the annual Membership

8.9 Should we cancel your membership under clause 8.8 you will not be entitled to a refund of any Membership Fees which would otherwise be payable by you in respect of the remainder of your Minimum Instalment Payments.

8.10 Should you be eligible to alter your membership category, you shall be automatically bound by the terms and conditions of the new membership agreement.

9. VALUABLES AND LIABILITY

9.1 In the absence of any negligence or breach of any legal duty, we shall not be responsible for or liable to you for any loss of or damage to your possessions which are not locked into the one of the lockers provided. You will not place any combination of items worth more than £100 into a locker. It is your responsibility to check that a locker is properly locked and secure before leaving your possessions in it. You will be responsible for any loss or damage to your possessions to the extent that you have not carried out your duty to check and secure the locker used and have placed items worth more than £100 into the locker. We will be responsible for loss or damage to your possessions (up to a maximum value of £100) whilst they are in a secured and locked locker, but only if we have been negligent or breached any other legal duty that we have to you.

9.2 We will endeavour to ensure that the equipment and facilities are available during the advertised opening hours. We do not accept any liability for non-availability of specific facilities where the circumstances giving rise to such non-availability are beyond our control and we will use our reasonable endeavours to remedy or replace the unavailable facilities.

10. BOOKINGS

10.1 All swimming lessons will, initially, be booked through your Swim Co-ordinator, and then using the online home portal <https://www.acleisure.com/swimming/swimming-lessons/> Booking is based on a "first come, first served" basis as they are subject to availability.

10.3 On occasion it may be necessary for a class to be cancelled or for the lesson type, instructor to be changed. We reserve the right to do this at any time. Where possible advance notice to those members who have booked the affected lesson will be given, however this may not always be possible.

10.4 If attendance numbers within a class fall below 50% we reserve the right to cancel or replace the lesson.

10.5 No refund or compensation shall be payable by us to you in respect of a lesson you have booked that has subsequently been cancelled or amended in accordance with clause 40 and 41.

11. USE OF EQUIPMENT

11.1 In the absence of any negligence or breach of any other legal duty by our staff, the use by you of any of our equipment or facilities is entirely at your own risk.

11.2 We will not be responsible for any loss or injury to you to the extent that it is caused or contributed to by your unsafe or improper use of the equipment or any of the facilities.

11.4 We reserve the right to refuse access to the facilities and suspend your Membership at any time if you act in a way that cause offence or distress to others; any risk of harm or damage; any risk, in our opinion, to anyone's health, including yours; or if you fail to use equipment safely and properly or as instructed by our staff.

12. LIABILITY

12.1 We will compensate you for any loss or damage you may suffer if we fail to carry out our obligations under this agreement or to a reasonable standard or breach any duties imposed in us by law (including if we cause the death or personal injury to you by our negligence) unless that failure is attributable to:

- i) Your own fault;
- ii) A third party unconnected with our provision or services under this Agreement; or Events which neither we nor our suppliers could have foreseen or forestalled even if we had taken all reasonable care.
- iii) Our liability to compensate you for any loss or damage (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 us.

12.2 If you engage in lessons or make use of our facilities you are responsible for ensuring that you are properly equipped and that your / your child state of health and physical condition is such as not to involve any risk to you or any other person making use of our leisure centre(s).

13.MISCELLANEOUS

13.1 Abbeycroft Leisure reserves the right to refuse entry to membership customers who do not present their cards and receipts on every visit.

13.2 Your membership is not refundable and if it is found that a third party is using your card, membership will be suspended immediately.

13.3 All sessions covered by your membership are subject to availability and queuing systems may operate at peak times.

13.4 Facility usage may be restricted during sessions for ladies only, people with disabilities, Aqua swim and for 50+ as an example.

13.5 Management reserves the right to change or cancel the programme sessions/facilities without prior notice where necessary. Discounts cannot be given on membership usage on such occasions.

13.6 Management reserves the right to close some or all of the facilities at any time without prior notice where necessary. Discounts cannot be given on membership usage on such occasions.

13.7 Car parking cannot be guaranteed at any time. Car parks are the responsibility of the Local Council or School/Academy for dual use facilities.

13.8 Promotions will not be pre advertised and refunds or credits cannot be given retrospectively on existing memberships.

13.9 Our failure to enforce any of our rights at any time and for whatever reason will not be deemed as a waiver by us of such rights under this Contract.

13.10 Where a provision of this Contract is found to be invalid or unenforceable by any UK Court, that provision will be deemed to be deleted and such deletion will not affect the validity or enforceability of any other remaining term of this Contract.

13.11 We may assign or transfer the benefit of this Contract without notice to you, provided that your rights under this Contract shall not be prejudiced by such assignment or transfer.

13.12 Continual operation of and access to facilities cannot be guaranteed.

13.13 This Contract is subject to English law and the parties agree that the English Courts have exclusive jurisdiction to deal with any disputes arising in respect of this Contract.

14.DATA PROTECTION

14.1 Abbeycroft Leisure respects your privacy and is committed to operating in a way that complies fully with the provisions of current Data Protection Regulations such as the General Data Protection Regulation (EU) 2016/679. The personal information supplied in the Swim Academy Membership Agreement is processed for the purposes of the contract held with you.

14.2 The full privacy policy sets out the rights you have and can be seen at www.acleisure.com/privacy-policy.

14.3 The Data Protection Officer can be contacted at information.officer@acleisure.com

14.4 You can make a complaint to the Information Commissioners Officer by contacting them on Tel. 0303 123 1113