

## SWIMMING LESSONS TERMS AND CONDITIONS

Welcome to the swimming lesson membership at your local Leisure Centre. We aim to provide facilities and services, which meet and exceed your expectations. We welcome any feedback on the service that we deliver to enable us to continue to improve our swimming lesson program. Please do not hesitate to contact a member of our team directly. We will work hard to ensure your visit to the centre is a pleasant one as well as to help you achieve yours and your children's goals.

The agreement commences once you have indicated your acceptance in the Declaration section of the sign-up process. These Terms are a legal agreement between us, so please make sure you read them carefully.

These Terms replace any previous versions and apply at all times and take priority over any verbal communication by us. We may need to update these Terms from time to time and as such, updated terms and conditions can always be found on our website [leisurecentre.com](http://leisurecentre.com). We reserve the right to change program timetables from time to time.

1. Swimming lessons are a continuous 50-week programme, stopping for two weeks over the holiday period in December/January. Therefore, the cost of swimming lessons has been pro rata over 50 weeks. The facility may choose to use week 51 and week 52 to top up any classes which were cancelled through the year.
2. Included in the swimming lessons Direct Debit membership is free casual swim (excluding inflatable sessions) for the individual enrolled on the programme. Sessions must be booked or attendance recorded through your membership at reception prior to attending the swim session. (sessions are subject to centre availability). All facility general usage policies must be adhered to and local conditions may apply.
3. In the event of circumstances beyond our control lessons may be rescheduled or cancelled without prior notice, although efforts will be made to provide notice, notice cannot be guaranteed. USSC are entitled to offer an alternative lesson or suitable alternative in these circumstances.
4. Refunds or rescheduled lessons will not be given for non-attendance due to holidays or sickness of participants. The price of the package has been calculated to allow for holiday periods.
5. Claims for refunds will not normally be considered. However, certain requests may be considered in exceptional circumstances at the discretion of the Management, for example, a serious illness.
6. Where considered necessary USSC reserves the right to change the course details, i.e. day, time, course, instructors etc. efforts will be made to give prior notice, although this cannot be guaranteed.
7. Approximately 5 minutes per lesson will be allocated to the administration of registration and achievement records for participants. Please arrive on time but no more than 5 minutes prior to the lesson start time at the designated drop off point.
8. All places booked on the swimming lesson programme must be paid for in advance and, therefore, bookings cannot be taken without prior payment.
9. Parents of swimming lesson members who are under 8 years old must remain in the centre for the duration of the lesson and collect their children promptly at the end of the lesson from the designated pick-up point.
10. You must use all equipment and facilities in an appropriate manner and give safe regard to your own Health and Safety and to that of others.
11. We reserve the right to withdraw all or any part of our facilities for any periods where we require them for events, repair, alteration or maintenance work. Where possible an alternative facility will be provided. No refunds will be provided under the condition if there are no more than 6 instances of withdrawing facilities in any 12-month period. We reserve the right to offer a suitable alternative.
12. We accept no liability for lost or stolen goods whilst on our premises unless as a direct result of our negligence. Property stored in lockers is at your own risk. Cars parked in the car park and all contents in them are your responsibility and we will not accept any liability for loss or damage to them.
13. It is your responsibility to ensure that the participants are fit to use the facilities. Please inform a member of the Swimming Lessons Team of any mental or physical health or medical conditions.
14. Participants must comply with conditions of use displayed throughout the centre relevant to each activity.
15. USSC reserves the right to adjust or amend the terms and conditions as necessary, whilst efforts will be made to provide notice, this cannot be guaranteed. Participants are requested to adhere to the terms and conditions of use. These may vary from time to time within the centre of choice.
16. For Health and Safety reasons, participants who have suffered vomiting or diarrhoea in the last 48 hours are asked not to attend any swimming lessons. Aqua nappies must be worn for all non-toilet trained children.
17. We reserve the right to cancel a participant's direct debit if these conditions are not adhered to.
18. Unless told otherwise we will assume that the details other than the name and the date of birth are those of the parents.

## CANCELLATION POLICY

- A) You can cancel your membership via the direct email to [Cancellations@Uppingham.co.uk](mailto:Cancellations@Uppingham.co.uk). Once processed you will receive confirmation of the cancellation, you can then cancel your direct debit instruction at your bank. If the cancellation terms are not followed, legal proceedings may be taken. **Notice.** We calculate your membership in whole calendar months. This means that the following applies: Anywhere in these terms and conditions where we ask you to give notice of one calendar month or more, if you give notice during a month, we will treat it as if we received it on the first day of the following month and the notice period will run from that day. For example, if you need to give us one month's notice to end your membership and we receive your notice mid-month, your notice will start from 1st of the following month and will lapse at the end of that following month. The only exception to this is if we receive notice from you up to and including the fourth day of a month, we will treat it as if we received it on the first day of that month and the notice period will run from that day.
- B) We will confirm we have received your notice within 10 days of receiving it. If you do not receive this confirmation within 10 days, you must immediately let us know so we can check whether we have received it. Our contact details are on the website. Cancelling your direct debit does not mean you have given us notice to end your membership. You must give us written notice in line with 'Notice'.
- C) Where a Direct Debit has failed or a member has purported to have cancelled their Direct Debit without prior agreement, the membership shall be suspended until payment is received. Any member who falls behind in payments for more than 1 calendar month will forfeit his/her membership. Upon failure to make payment, subsequent reinstatement of the membership or any future membership will be subject to the outstanding membership fees being paid in full. If the contract terms are not followed legal proceedings may be taken.
- D) In exceptional circumstances, e.g. injury or medical, you may be allowed to freeze your membership for an agreed period [up to a maximum of 12 weeks] for a fee of £5 per month. This request must be made via [Cancellations@Uppingham.co.uk](mailto:Cancellations@Uppingham.co.uk) stating the reason for the freeze and including supporting medical evidence. Once processed you will receive confirmation of whether the freeze period has been accepted or not - this must be retained as proof. The frozen period does not count towards your minimum membership term. We reserve the right to decline your application.
- E) We will inform you a minimum of 2 weeks in advance of any increase in the price of your membership by email. It is the members responsibility to inform us of any changes to your personal and contact details including address, telephone number and email address so that such communications may be made. You can also make these changes directly in the membership area of your online booking account or by using the contact us section on our website under "my membership". <https://www.leisurecentre.com/contactus>
- F) Members joining in person at the centre are not entitled to a 14 day cooling-off period and refunds for the initial payment and joining fees will not be approved. Online joiners are entitled to a 14 day cooling off period if the member has not attended any of the booked lessons.
- G) We reserve the right to cancel any membership at our sole discretion and without paying compensation.
- H) It is your responsibility to check the payments being made to us to ensure these payments are correct. If incorrect payments have been made, we will not refund any amount greater than 6 months in value as it is your responsibility to regularly check your statements.