Vivacity Swim Academy Membership Terms & Conditions

Definitions of terms in this document
'Student', a child under 16 years of age who is participating in the Swim Academy
'**Terms'**, the terms and conditions set out in this document
'**We/Our/Us'**, Vivacity Culture & Leisure (Company Number 07171668)
'**Working Day'**, any day except a Saturday, Sunday or public holiday in England; and
'**You/Your'**, the parent or guardian named on the Swim Academy membership application form who shall be responsible for all obligations and liabilities relating to a Student membership/s and payment of all associated fees.

1) Length of membership
- Membership is for a minimum of three months (the **Initial Term**)
- After the Initial term we require 1 months' notice of cancellation of membership.

2) Your responsibilities while on site
- All Students and their parents/guardians must adhere to the rules of the venue at which Swim Academy takes place, a copy of which is available at reception
- Every child under 8 years of age (and under 16 at Vivacity Premier Fitness) must be accompanied and supervised by a parent/guardian at all times including within the changing areas (except when in their Swim Academy lesson and under the supervision of their swimming instructor)
- Parents must be onsite at all times during the lessons (either in the spectator or reception/café areas where available).

3) Sliding scale and monthly direct debit payments
- All Students need to have enrolled successfully and paid for their first month or part month's membership (either by direct debit or by advance payment) before starting their course of swimming lessons
- You must pay part of the membership payment for the month you join on the day you join. This 'sliding scale payment' is calculated based on the number of lessons falling before your first direct debit payment is taken. If you join after the 15th day of the month, you will also need to pay the following month's membership payment in full
- During a Student's membership you must pay your membership fees whether you use our facilities and services or not - any sessions missed due to Student absence cannot be carried over to subsequent weeks
- Direct Debit payments for swim academy are processed on the 1st day of each month in payment for tuition for that month
- Direct debit is paid from the account of the authorised parent or guardian representing the child (must be over 18)
- Direct debit payments require a minimum of 3 monthly payments before payment can be cancelled for which we will need 1 months' notice
- We reserve the right to increase Swim Academy fees and alter the amount of your direct debit payments to reflect this at any time subject to us giving you ten working days' notice. If you are unhappy with the changes you may cancel your membership in accordance with the terms set out in this document
- If we change the times or location of the classes we will give you 30 days' notice.
- The fees are based on 48 weeks of a rolling 52 week period to allow for galas, holiday periods and technical closures. If we fail to deliver on a minimum of 48 week a credit will be given on request.

4) If your payments fail
- Whilst you continue to owe us a monthly direct debit payment a Student will not be allowed to attend the Vivacity Swim Academy and we may cancel your membership
- If the direct debit details you gave us were wrong, or you have cancelled your direct debit within the minimum 3 month Initial Term, or there are not enough funds in your account (which we may try again to withdraw by direct debit but if we still cannot collect payment) we will ask you to make any outstanding payment by cash, cheque, debit or credit card and for you to give us your correct details.
- If in any of these circumstances we cannot collect payment we may cancel your membership straight away.
- Any outstanding Swim Academy fees must be paid before a Student may restart Swim Academy.

5) Cancelling your membership
- There is a minimum 3 month membership period before membership may be cancelled
- Should you wish to cancel your membership please write to the Swim Coordinator of the Regional Fitness & Swimming Centre, Bishops Road, Peterborough. PE1 5BW giving the reason for your request. Notice to cancel your membership must be given and received on or before the 22nd of the month in order to cancel the membership within that same month – any cancellations received after this date will incur an additional payment of one month after which membership shall be cancelled. If you cancel

your membership in accordance with these terms then subject to the minimum notice period we will refund any part of your membership charges which you have paid in advance but which relate to a period after the cancellation policy notice period

- Cancellation will only be accepted after the minimum notice period and either 3 months' payment in advance or following 3 monthly payments by Direct Debit
- Unless agreed in writing membership will not be cancelled. It is your responsibility to make sure your written notice has been received by the Swim Coordinator at the Regional Fitness & Swimming Centre. It is your responsibility to cancel the direct debit instruction with your bank.

6) Expulsion of members or termination of membership

- We may remove you from a Vivacity centre and/or end your membership without notice if at any time:
  - You break these Terms of membership
  - You do not comply with the rules and regulations of Vivacity Leisure Centres (these are displayed in each of the premises)
  - You allow another person to use your membership card to get into any of our centres
  - You fail to pay us the sliding scale payment before your first direct debit or upfront payment is due
  - Your conduct is such that in our opinion it may be injurious to the character, name or interests of Vivacity Leisure Centres, or is such that it makes you unfit to associate with other members
- Any part of your monthly membership payment which is due and payable remains unpaid. In the event that we terminate your membership for one of the reasons set out above we are not obliged to refund the payments received. We may end your membership for any reason by giving you one full calendar months' notice. In these circumstances you will not have to pay any monthly membership payment for the period after your membership ends and we will refund any monthly payments you have paid in advance for that period. When your membership has ended and we have taken the final payment it is your responsibility to cancel your direct debit to us at your bank.

7) Limitation of liability

- We will not pay you compensation for any service, facility or equipment not being available because of health & safety reasons or where it is for the benefit of your membership.
- We will not pay you compensation if we have failed to carry out our duties due to a fault of your own, fault of a third party or events which we could not have known about beforehand.
- We have the right to make changes to the type of facilities we provide if we give you notice.
- We will not be liable for any loss or damage caused by these changes.
- You bring all your personal belongings to the centre at your own risk. We accept no liability for loss or damage to property of members. Nothing in these terms and conditions will exclude or limit our liability for death or personal injury caused by our negligence.

8) Physical health of a member

- It is the responsibility of the parent/guardian to declare any Student's illness, injury or medical conditions on the application form and on enrolment - It is also their responsibility to ensure the Swim Academy is informed of any subsequent changes that may affect a Student's health or their participation in the Swim Academy
- Make sure your child is capable of participating in the swim programme. You should consult your child's doctor before they begin if you are not sure whether it is suitable. If you have any concerns about your child's physical condition, you must get medical advice before using our facilities
- We may refuse you access to our facilities if we consider the use of such facilities could put your child's health at risk.

9) Events beyond our reasonable control

- If we are not able to provide all the services and facilities at the centre for 60 days in a row or longer for reasons or events outside our reasonable control, either you or us will be entitled to cancel your membership immediately after giving notice in writing and we will refund any unused fees
- By law we do not have to pay you compensation in these circumstances and during this period. Reasons or events outside our reasonable control could include (but are not limited to) natural disaster, a government's actions, war or national emergency, acts of terrorism, protest, riot, fire, explosion, flood, epidemic, lock out, strikes or other labour disputes (whether or not they relate to our work force), restraints or delay affecting carriers or not being able to get supplies of suitable materials on time or not at all.

10) Change to terms

- We may change these terms and conditions at any time. When we do make changes that affect you we will give you reasonable notice of the changes we plan to make. If you are not happy with the changes, you may cancel your membership in accordance with the terms set out in this document.

Privacy and data protection policy

Vivacity collects and processes your personal information for the purposes of membership, fundraising, customer analysis and direct/digital marketing of Vivacity's services and may be used by third parties to carry out those activities and contact you on its behalf. Vivacity may also share your information with other carefully chosen third party organisations which may contact you about other goods, activities or services which may be of interest to you. If you would not like to receive information from Vivacity or third parties please indicate this on your Vivacity Swim Academy application form at time of enrolment.