

Active Aquatics Swimming Lesson Programme Agreement

Membership term

1. The term '**Initial Term**' means a full 3 monthly payments from the date of joining the Active Aquatics Swimming Lesson Programme.
2. The term '**Swimmer(s)**' refers to the person enrolled on the Active Aquatics Swimming Lesson Programme.
3. The term '**You**' refers to the payer of the swimmer lesson fees.
4. The term '**Membership**' refers to the Active Aquatics Swimming Lesson Programme. It does not refer to a membership of a facility.

Starting the membership

1. You will need to complete a swimming lesson registration prior to your membership commencement. Failure to complete this will result in the membership being placed in a suspended or cancelled state and any fees paid will not be reimbursed.
2. All fees due will need to be paid prior to commencement of the Active Aquatics Swimming Lesson Programme that the swimmer is joining.
3. When paying by Direct Debit you will need to pay an initial pro rata payment to cover the period from joining until the next available Direct Debit date. These prices can be obtained from the Active Aquatics Administration Office.
4. When paying by Direct Debit, your payment will cover the period from when the payment day is due, to the day preceding your due collection day the following month. Your Direct Debit is a rolling payment and has no '**END**' date.
5. When completing a registration document for the Active Aquatics Swimming Lesson Programme all personal details are held on our membership system and will be utilised to maintain contact with you. If a place is not available at the swimmer's current level, the swimmer will be placed on a waiting list and 3 attempts will be made to contact you once a place becomes available. If for any reason contact cannot be made the swimmer's details will be placed in a suspended state and removed from the waiting list.

Ending the membership

1. When paying by Direct Debit, you have right to end the membership within 14 days from the sign up date. If you end the membership within this period, you will be refunded any pro-rata payments, less any fees for attended lessons. After 14 days you can end the membership following the Initial Term by giving us at least **1 calendar month** notice (see bullet point 3 within this section for ending the membership procedure).
2. Ending the membership during the Initial Term will require the payment of any and all fees due under the membership agreement.
3. If you wish to end the membership, please email your request to retention@sefton.gov.uk. If you do not have access to email, you can end your membership by completing an eform at any Sefton Council leisure centre. All other requests (including verbal/by post etc.) cannot be accepted under any circumstances. Confirmation of a request to end the membership will be sent to your registered address or email address upon receipt of the request by the Retention Team.
4. If the swimmer is moving away from the area, you can email a request to end the membership to retention@sefton.gov.uk giving a minimum period of notice of **1 calendar month**. If this move is within the Initial Term period the facility management may charge an administration fee to end the membership early. Any fees will be discussed prior to a charge on your account.
5. If the facility that you join for any reason closes for any period longer than 14 days, you will be able to freeze or suspend the swimmer's membership for the duration of the facility closure. All effort to accommodate swimming lessons at another facility will be made by Sefton Council.
6. If you would like to freeze the membership, please email your request to retention@sefton.gov.uk. Please note you can only freeze the membership under extenuating circumstances (i.e. illness/unemployment etc) for a maximum period of 6 months. This is at the sole discretion of the Aquatics Administration Office.
7. The membership is non transferable.

Cancelling the membership

1. We may cancel the membership in the following circumstances:
 - a. If you/ the swimmer break this agreement or any facility rules repeatedly.
 - b. If the swimmer's membership card is used by any other person than you to gain access to any SMBC facility.
 - c. We will not tolerate our staff or other members of the lesson being verbally or physically abused or intimidated. If this is the case, we will immediately ban you/the swimmer from this and any other SMBC facility.
2. If the membership is cancelled, you can appeal in writing by contacting the Active Aquatics Administration Office. All appeals will be heard in person and a decision will be made within 7 days of the hearing date.
3. If we are required to cancel the membership for a breach of any rules, terms or conditions, there will be no refund made of any or part of your subscription fee.

Conditions of use

1. All swimming lesson places will initially be allocated to swimmers already on the lesson programme.
2. New swimmers can join the swimming lesson programme at any point.
3. Once payment has been made for swimming lessons, no refunds or reimbursements will be available unless absence is confirmed by signed doctor's note; in such cases all credits due will be offered as a discount on future swimming lesson payments.

4. All swimmer's must swipe into the facility using their membership card/present payment slip or volunteer their name for verification at each facility visit prior to entering. This allows us to verify your identity and register the swimmer's visit when entering the facility.
5. Swimmer's must wear appropriate swimming attire, namely lycra shorts or trunks (no board or holiday shorts) for males and 1 piece costumes (no bikinis or tankinis) for females. No Jewellery is to be worn at any time during lessons.
6. All lessons are subject to a 5 minute registration and administration time during the allotted session time.
7. Class numbers are restricted and set by the Council to ensure a quality teaching environment and are based on the ASA Safe Supervision for Teaching and Coaching Swimming Policy.
8. A safe and controlled environment is paramount for a successful swimming lesson programme to be undertaken; therefore no non swimmer's (including parents/guardians) will be permitted onto the poolside at any time.
9. Queries regarding the lesson programme or individual swimmer's progress should be directed to the Active Aquatics Administration Office.
10. All swimmer's must not enter the pool hall until the instructor is present. Swimmers are required to report to the poolside no more than 5 minutes prior to their lesson start time. All swimmer's are required to be available to start their lesson at the allotted start time for registration with the instructor. Swimmers must not enter the water until instructed to do so by the instructor.
11. Swimmer's ability and speed of progression will vary depending upon the individual. Swimmers will progress when all competencies have been satisfied as setup under the ASA swimming lesson guidelines. The Aquatics Instructor will notify the swimmer of the progression to the next stage, you will need to contact the Active Aquatics Administration Office to arrange a new lesson time (if required).
12. The use of camera or video photography (including mobile phones) is strictly prohibited at all times within the facility.

General terms

1. Direct Debit fees are calculated by the number of swimming lessons over a 12 month period. This consists of 52 weeks, minus a 2 week break over Christmas, 2 free weeks during the summer holidays and any relevant bank holidays.
2. When paying by Direct Debit it is understood that you will make every effort to ensure that the nominated account is available and in credit so allowing collection of any due fees on the agreed date of collection. If we are unable to collect on the agreed date, we will try to collect the Direct Debit a further 2 times approximately 10 days apart. If a non-payment is returned you will be liable to pay an additional administration fee of **£20 plus VAT** in all instances.
3. Repeated non payment of your Direct Debit may result in this service being removed and not reinstated for a minimum period of 6 months from removal. All outstanding monies will be passed onto the Accounts Payable Department for recovery. If payment is not recovered Sefton Council may pass this recovery onto an external debt recovery partner.
4. When paying by Direct Debit, your monthly fee will be automatically updated if the swimmer's lesson fee changes (ie if you change day/lesson duration increases or decreases).
5. Before the swimmer commences their swimming lessons a registration form must be completed. We reserve the right to refer any prospective member to his / her GP if there are contra-indications in respect of physical exercise.
6. Membership cards remain the property of Sefton Council. The card may be retained during the visit and returned upon leaving. Upon joining, the swimmer's photograph will be taken. This photograph will be displayed on the verification screen as each member enters the facility.
7. Any swimmer who mislays, loses or damages their membership card will be required to purchase a new card on their next visit. The cost will be £5.
8. If during your membership period the swimmer's contact details change in any way you will be required to inform the Active Aquatics Administration Office.
9. We may alter facility opening times, or temporarily withdraw facilities at any time if we require them for tournaments, exhibitions or other activities, or in connection with any repairs, alterations or maintenance work, or for any other reasonable reason. All such changes will be displayed with as much prior notice as possible on the notice boards. This will include any closure or withdrawal of specific services as a result of industrial action. Credits for cancelled sessions will be deducted from your future swimming lesson payments.
10. When paying by Direct Debit, membership to the Active Aquatics Swimming Lesson Programme includes free use of the swimming pool for the swimmer (during public swimming sessions only). Children under 8 years old must be accompanied by an adult in the water at all times. The use of any other part of the leisure facilities and Splash World (Southport) is not warranted under the swimming lesson membership.
11. All swimmer's are bound by the terms and conditions set in each facility.
12. All facilities are subject to availability.
13. If any changes are made to these Terms & Conditions we will notify you in writing give 14 days minimum notice.
14. You assume all risks and responsibility for any harm, loss, damage, property damage, personal injury, or death to you or others resulting from, arising out of, or any way in relation to the swimmer's use of or presence in SMBC facilities.