

# Basingstoke Sports Trust

---

## **Basingstoke Sports Centre Swim School Membership Terms and Conditions**

These Terms and Conditions set out the whole agreement between you and us for the supply of services and constitute an agreement between you and us. Please ensure that you read and understand these Terms and Conditions because you will be bound by them.

### **1. DEFINITIONS:**

- i. "Centre" means the facility owned and operated by Basingstoke Sports Trust (BST) trading as Basingstoke Sports Centre.
- ii. "Centre Rules" means the rules and regulations governing the use of Basingstoke Sports Centre (section 8).
- iii. "Centre" means the Basingstoke Sports Centre (BSC) to whom you applied.
- iv. "BSC" "us" "we" and "our" means Basingstoke Sports Trust trading as Basingstoke Sports Centre.
- v. "Member" "you" and "your" means swim school contract monthly members.
- vi. "Membership Number" means the number allocated to you at the time your membership card was issued.
- vii. "Membership Card" means the membership card given to you.

### **2. ACCEPTANCE OF MEMBERSHIP:**

- i. The decision to accept the application of a potential member shall be at the sole discretion of the Centre.
- ii. The Centre reserves the right to verify, or require proof of all information given in order to obtain membership and any fraudulent or wrongful information in order to obtain such membership, which has a material, negative effect on our decision whether or not to accept the application for membership, could result in the cancellation of all membership rights.
- iii. Membership of the facility is a personal membership and cannot be assigned, transferred or otherwise disposed of without prior written consent of the Centre.

### **3. MEMBERSHIP:**

- i. Swim School Direct Debit membership entitles you BSC Swim School lessons, on a rolling monthly basis.
- ii. Swim School Membership: The 11 Month direct debit (no Direct Debit Payment will be taken in August) will be determined by the lessons you enrol in (please refer to the price list) and will continue each month until the membership is terminated.
- iii. Swim School is open to all ages.
- iv. On entry into this Membership Agreement and every time you enter the Centre during your membership, you warrant and represent to us that you have no medical conditions known to you that would mean that you are not capable of all forms of swimming and that such swimming will not be detrimental to your health. If in doubt, it is your sole responsibility to consult a medical practitioner.
- v. We may assign the benefit of your Membership Agreement to another operator, firm or company at any time without giving you notice.

# Basingstoke Sports Trust

---

- vi. Your membership applies to you personally: you cannot lend, assign or transfer it to another person.
- vii. We reserve the right to make or change minor points or amendments in this Membership Agreement without notice to you.
- viii. All membership prices are subject to change.
- ix. Should the membership price be changed by BST at any point, before then the appropriate notice period will be given to you in accordance with the direct debit guarantee.

## **4. PAYMENT OF FEES:**

- i. By completing the application form with the Swim School Administrator, and agreeing to be bound by these Terms and Conditions, you agree to pay all membership fees on time.
- ii. Swim School Direct Debit Memberships: The first month's membership fees are collected from you by us by Debit or Credit Card, at the point of application. Your first and subsequent Direct Debits for monthly membership fees will be collected from you each month. Failure to pay the subsequent monthly membership fees will result in the membership being cancelled. No Direct Debit Payment will be taken in August.
- iii. Your membership fees are subject to periodic increases. All payments made are non-refundable under any circumstances, except in relation to the Direct Debit Guarantee.
- iv. Lost membership cards must be replaced. A fee of £2 will apply to each card that is replaced.

## **5. FACILITIES AND SERVICES:**

- i. In order to gain access to the Centre you must use your Membership Card at all times.

Details of the swim school class times will be supplied to you at the time of booking. The Centre may need to change the class hours. If the Centre needs to do this it will, where reasonably possible, display notice on the Facility notifying members of the change in class times. The Centre shall endeavour to give two weeks' notice prior to the change in swim class times however, where this is not possible, it will endeavour to give reasonable notice of such change.

## **6. CENTRE RULES:**

- i. You must familiarise yourself with the Swim School and Centre Rules before you use the facilities. The Centre Rules are displayed on the website and within the Centre Directory. We may cancel or suspend your membership without notice should you break these rules.
  - a. Missed lessons are not transferable. If your child is unable to attend their lesson, no refund can be made. Attending lessons in another class is not possible.
  - b. You must not jump over the turnstiles at any time for any reason. Failure to comply will result in the cancellation of membership.
  - c. Access to the Centre is via the turnstile and the touching of your membership card. Failure to produce your membership card may result in delays getting into the Centre.

## Basingstoke Sports Trust

---

- d. The failure to produce your membership card may result in a fee being incurred. Replacement cards will cost £2.00.
- e. You must wear appropriate clothes and footwear in the pool and on pool side. Flip-flops are permitted on pool side. Overshoes must be worn over shoes/trainers.
- f. Lockers are provided for use when at the Centre.
- g. Members must secure their personal belongings on their person or place them securely in the coin return lockers (£1.00 coin) provided by us at all times whilst using the Centre's facilities. Your property is left in these lockers entirely at your own risk.
- h. Any contents left in lockers overnight will be removed and donated to charity should they remain unclaimed for more than one (1) month.
- i. No bags are allowed on pool side at any time. All bags must be stored in the lockers provided in the changing areas.
- j. You must not abuse the equipment or facilities of the Centre (you will be liable to pay for any negligent or deliberate damage to property).
- k. You must not behave in a violent, rude, intimidating or threatening way or in a manner which distresses or causes discomfort to other members and staff.
- l. The use of cameras or filming whilst on the premises is not permitted unless written permission has been obtained from the Head of Operations or the Swim School Manager.
- m. Smoking and the use of E-Cigarettes is not allowed in any part of the Centre. Possession of alcohol, narcotics or other mood-altering substances is not permitted, neither is the use of the Centre whilst under the influence of any of these substances.
- n. We may refuse admission to or ask you to leave the Centre should we reasonably believe that you have broken any centre rules. No refund will be given should you be asked to leave the Centre under such circumstances.
- o. The Centre does not allow any personal swimming training to be undertaken on the premises. For details of approved and validated Swim Instructors please speak to a member of the Centre staff. Any members suspected of personal training will have their membership cancelled forthwith.
- p. All toddlers and babies must wear an Aqua Nappy. Aqua nappies can be purchased from the vending machine.
- q. Parents and Guardians must be present in the building in case of emergency.
- r. Medical Conditions: It is vital that you advise us of any medical conditions that your child may have that might affect them whilst in the pool. Any such information is treated with utmost sensitivity and in confidence.

## 7. DATA COLLECTION:

- i. In the course of your membership, the Centre will collect certain personal information about you including personal details, financial details and information about your health. We will use this information for the purposes of managing your membership and communicating with you.
- ii. You will always be given the opportunity to opt out of marketing communications via the website or through unsubscribing by email.
- iii. You have the duty to keep your personal information up to date and to inform us of any significant changes.
- iv. We will limit access to the processing of and use of your personal information by our employees and management who may, from time to time, require its use for marketing or other services. In addition, from time to time, we may need to make your personal information available to third parties such as legal authorities.
- v. Please contact the Data Controller at Basingstoke Sports Trust if you have any questions or concerns about how we will use and store your personal information or if you wish to exercise your right to access, modify, object to the use of or request the deletion of your personal information.
- vi. We reserve the right to take photographs of our facilities (which may include you, provided your inclusion is incidental) for press and promotional purposes.
- vii. As a member of our Centre, you acknowledge that you have read through and understand the provisions of this section and that you agree that we may collect, use, process and disclose your personal information as described.

## 8. CANCELLATION:

### Cancellation of your membership:

- i. Swim School Contracts: You can cancel at any time after the payment of the first 3 month's fees by informing the Swim School Administrator in writing and giving one months' notice.

Email:     [members@sportscentre.org.uk](mailto:members@sportscentre.org.uk)

### Cancellation by us:

- ii. We may cancel your membership without notice if you commit a material breach of this agreement including, but not limited to, a breach of the Centre Rules, abuse or threatening behaviour or vandalism or other illegal activity.
- iii. We may cancel your membership with immediate effect should:
  - a. you have breached any terms and conditions of this agreement; or
  - b. membership fees or other charges remain unpaid fourteen (14) days after the due date.
- iv. We may cancel your membership with immediate effect should your Centre permanently cease operation. In these circumstances, we may consider providing a pro rata refund for membership fees already paid in respect of any period after the cancellation date.

## 11. FORCE MAJEURE:

- i. For the purposes of this agreement, a Force Majeure Event means an event beyond the reasonable control of Basingstoke Sports Centre including but not limited to strikes, lock-outs or other industrial disputes (whether involving Basingstoke Sports Centre or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.
- ii. Basingstoke Sports Centre shall not be liable to you as a result of any delay or failure to perform its obligations under this agreement as a result of a Force Majeure Event.
- iii. Should the Force Majeure Event prevent Basingstoke Sports Centre from providing any of the services for more than 90 days, Basingstoke Sports Centre may, without limiting its other rights or remedies, have the right to terminate this agreement immediately by giving written notice to you.

## 12. GENERAL:

- i. Our failure to enforce any of our rights at any time, for any period and for whatever reason will not be construed as a waiver of such rights; neither will any failure to identify or act upon your breach of the terms of this agreement be deemed to be an affirmation by us that your behaviour is acceptable.
- ii. Where a provision of this agreement is deemed to be invalid or un-enforceable by any English Court, the provision will be deleted but such deletion will not affect the validity and enforceability of the remaining provisions.
- iii. We may assign or transfer the benefit of this agreement and our obligations under it, to any other legal entity at any time without notice to you.
- iv. All and any Intellectual Property Rights in or arising out of or in connection with the services provided or in relation to this agreement shall be owned by Basingstoke Sports Centre.
- v. Except as permitted by this clause, the Contracts (Rights of Third Parties) Act 1999 are excluded.
- vi. Except where permitted by this agreement, neither party may alter the terms and conditions without the written agreement of the other party and no written or oral representation by either party will serve to modify or amend these terms and conditions in any way.
- vii. This agreement shall be governed by English law and the English courts shall have exclusive jurisdiction to deal with any disputes arising in relation to it.