

# TERMS & CONDITIONS

Swim Wirral members are obliged to adhere to the terms and conditions as set out below. Please read carefully and sign overleaf to indicate you have read and agree.

## 1 SUBSCRIPTIONS

- 1.1 Your subscription will begin on the day you join and pay the initial fee.
- 1.2 Swim Wirral subscriptions must continue for a minimum of three months, during which time you cannot cancel your subscription.
- 1.3 You may cancel your subscription at any time after the minimum 3 month term giving 10 working days notice prior to the end of the calendar month.
- 1.4 Cancellations must be in writing and confirmation of cancellation request will be responded to in writing.
- 1.5 Your membership is personal to you and cannot be transferred to another person.

## 2 FEES

- 2.1 You will pay for an initial fee when you apply for your subscription. Your initial fee covers use of the facilities applicable to your subscription type until the first payment from your bank account of your monthly subscription fee pursuant of charge.
- 2.2 A monthly subscription fee, as agreed, will be due on your payment date each calendar month.
- 2.3 We reserve the right to change Membership fees. If we do, we will write to you at the address you have given us.
- 2.4 You may purchase your swim lessons in blocks of 12.
- 2.5 Swimming lessons run for 42 weeks of the year with breaks built into the programme at Christmas and Easter. Direct Debit customers only pay for the 42 weeks calculated over an 12 month period.
- 2.6 All course fees must be paid irrespective of actual attendance to the swimming lessons or usage of the swimming facilities.
- 2.7 An administration charge may become due if we fail to collect your monthly payment.
- 2.8 An administration fee may be applied to any unauthorised cancellations, when reinstating direct debit payments.

## 3 FACILITIES AND YOUR SUBSCRIPTION

- 3.1 All Swim Wirral customers will get access to the Learn 2 Home Portal, provided that you give a valid email address.
- 3.2 You are entitled to use the facilities available to your category of subscription.

## 4 OUR LIABILITY TO YOU

- 4.1 We shall compensate you, or your estate in respect of: any uninsured loss or damage to your personal property; or your death, or any personal injury suffered by you to the extent that the same is caused directly by: our negligence; or our breach of this Agreement or any term implied by law, except where such breach is caused by you or an event outside our reasonable control.
- 4.2 Subject to clause above all liability to you is excluded.

## 5 SUSPENSION / CHANGE OF CATEGORY OF SUBSCRIPTION / REFUNDS

- 5.1 In exceptional circumstances you may apply in writing to request a suspension of your Subscription. This will be at the discretion of the Swim Wirral Administration Team.
- 5.2 Cash paying Swim Wirral customers will be notified in advance to 'Top Up' for their next 12 lessons - reminders will be emailed and/or telephoned 4, 3, 2 & 1 weeks prior to end of the lessons. If top up is not received prior to last lesson, that place will be lost.

## 6 CANCELLING YOUR SUBSCRIPTION

- 6.1 We can cancel your subscription immediately if: you commit a serious or repeated breach of this agreement or the Facility rules and, if that breach is capable of being remedied, it is not remedied within 7 days; In our reasonable opinion your behaviour is likely to endanger other members, their guests or staff, or adversely affects the Facility or our reputation; If any amounts you owe us remain unpaid 30 days after the due date; or If you provide us with details you know to be false when applying for subscription and those details reasonably affected our decision to grant you membership.
- 6.2 If we are required to cancel your subscription for any breach of contract by yourself, we will not refund any or part of your subscription fee.
- 6.3 We may prevent you entering the Facility if we have cancelled or agreed to suspend your subscription.
- 6.4 If you cancel your subscription we will not refund any subscription fee paid in advance which relates to a period after cancellation.

## 7 RULES

- 7.1 You must comply with the Facility Rules, which form part of this agreement.
- 7.2 We may change the Facility Rules at any time. We will post notice of any changes on the Facility Notice Board.
- 7.3 In the event of a closure of a facility due to unforeseen circumstances no refunds will be given. Swim Wirral Admin Team will endeavour to notify customers regarding closures.

## 8 CHANGING THIS AGREEMENT

- 8.1 We can change this agreement at any time. We will give you one month's notice of this change in writing at the address you have provided. If you purchase a subscription during the one month notice period your subscription will automatically change and be replaced by the new terms as explained in the accompanying letter.

## 9 DEFINITIONS

- 'You' - the subscriber named above  
'We and us' - Metropolitan Borough of Wirral  
'Facility' - Metropolitan Borough of Wirral  
'Agreement' - your application form, these terms and conditions of subscription

## 10 FACILITIES

- 10.1 We may change the Facility's opening times or withdraw any of the facilities at any time if we need them for tournament, exhibitions or other activities, or in connection with any repairs, alterations or maintenance work, or for any other reason. We will display notice of any minor changes on the Facility Notice Board. If we need to make any significant change to opening hours or facilities, we will display details on the Facility Notice Board.

## 11 SUBSCRIPTION CARDS

- 11.1 We will give you a subscription card, which you must use each time you use the facilities. If another person uses your card, we will cancel your subscription.
- 11.2 If you lose your card, we can charge a fee to replace it.

## 12 CONDUCT

- 12.1 We reserve the right to refuse access to the facilities if we believe the subscribers conduct or appearance is inappropriate.