

RISE Gymnastics PROGRAMME FULL TERMS AND CONDITIONS

YOU SHOULD READ ALL OF THE FOLLOWING CAREFULLY. IF YOU DO NOT UNDERSTAND ANY TERM PLEASE ASK FOR CLARIFICATION.

In the following: Salford Community Leisure Ltd is referred to as SCLL. The person enrolling on to the RISE Gymnastics programme is referred to as the 'pupil'. Details of additional charges, admin fees, opening times and services provided mentioned in the following are available upon request or on the SCLL website.

WE STRONGLY RECOMMEND YOU AT LEAST READ THE ENROLMENT AND FEES BOX 1 BEFORE YOU JOIN BUT ALL THE FOLLOWING TERMS DO APPLY

1. ENROLMENT AND FEES

- 1.1 The paying of fees offers pupils the ability to attend the programme not a guarantee to a particular lesson or teacher.
- 1.2 The RISE Gymnastics programme includes an SCLL Gymnastics Membership
- 1.3 The monthly fee is based on you paying monthly for 48 lessons over a rolling 12 month period regardless of how many lessons are received. No guarantee to 48 lessons is provided.
- 1.4 There will be no reduction in fees or refund if a lesson does not take place due to the venue being closed on a Public/Bank Holiday.
- 1.5 There will be no reduction in fees or refund if SCLL cancel a lesson.
- 1.6 There will be no reduction in fees or refund if pupils do not receive 48 lessons in any given 12 month period.
- 1.7 SCLL gives no guarantee that a particular lesson will take place.
- 1.8 SCLL gives no guarantee that the same teacher will take the lesson each week and may change the teacher without any prior notice.
- 1.9 SCLL gives no guarantee of availability when the pupil is due to progress to the next stage of the programme.
- 1.10 The programme runs based on offering pupils access to one lesson per week but no right to this is given.
- 1.11 For a period of 5 weeks during school holiday periods alternative days/times will be offered for your lesson.
- 1.12 These sessions will be available at the discretion of SCLL and may not be at your usual venue or time.
- 1.13 You will be notified of the available alternate sessions during the school holiday period by your teacher.
- 1.14 Fees are due each and every month whether the pupil attends or not.
- 1.15 There will be additional charges for certificates and awards.
- 1.16 If SCLL do not receive a monthly payment an admin fee will apply.
- 1.17 A charge applies for a replacement card/fob.
- 1.18 Fees must be paid by Direct Debit every calendar month on the due date.
- 1.19 The pupil's entry can be refused if there are outstanding fees.
- 1.20 The payer can apply to cancel the pupil's membership to the programme at any time by giving notice in writing to SCLL.

2. GYMNASICS PUPILS.

- 2.1 Enrolment onto the RISE Gymnastics programme also includes a SCLL Gymnastics membership.
- 2.2 Gymnastics membership includes restricted access to tennis courts across the city and access to age appropriate swimming pool sessions.
- 2.3 Details of current sessions included are available from reception.
- 2.4 If the pupil's enrolment in the RISE Gymnastics programme is cancelled the membership will be cancelled at the same time.
- 2.5 If the pupil does not attend any membership activity booked a charge will apply.
- 2.6 Your membership card/fob for any membership activities is required otherwise a fee will apply.

3. ELIGIBILITY AND AVAILABILITY

- 3.1 Payers must be at least 18 years old or 16 years old if paying for themselves.
- 3.2 Enrolment starts the day of joining and is non-transferable
- 3.3 Lesson suitability, pupil's ability and progression through the various stages are at the sole discretion of SCLL.
- 3.4 Pupils must wear correct and appropriate clothing and equipment for every lesson and SCLL have sole discretion to deem them as such.
- 3.5 All facilities are subject to availability, age restrictions, safe user limits and opening times. Enrolment, membership, or payment of fees gives no guarantee of access.
- 3.6 Lessons are estimated to be 45 minutes to 1 hour in duration.
- 3.7 All times are estimates only and start and end times cannot be guaranteed.
- 3.8 Teacher's time per pupil during the lesson is at the sole discretion of the teacher.
- 3.9 SCLL can prevent anyone from entering facilities if their appearance, conduct or health is inappropriate, unsuitable or puts themselves or others at risk.
- 3.10 The pupil must not take part in any activity for which they may not be fit. The paying adult is responsible for monitoring this. The teacher delivering the session has the right to deem the pupil unfit to attend.
- 3.11 Spectators can only view the lessons from the viewing area designated by SCLL.
- 3.12 SCLL will not be responsible for any loss incurred if SCLL fail to provide a lesson.
- 3.13 If the pupil fails to attend/only attend part of a lesson for any reason no reduction of fees or extension to the lesson will be offered.

- 3.14 The Pupil's photograph will be taken for identification purposes.
- 3.15 SCLL reserves the right to temporarily change opening hours and activities available for operational needs or unforeseen circumstances.
- 3.16 If SCLL close the facility where your lesson take place for maintenance or refurbishment works for a period of more than 7 consecutive days they will transfer the lessons to another SCLL facility. No guarantee is offered that they will be on the same day of the week or the same time.

THE FOLLOWING TERMS ALSO APPLY TO ALL

4. CANCELLATION OF ENROLMENT BY SCLL

- 4.1 SCLL can cancel the membership immediately or by giving advanced notice for one or more of the following reasons:
- 4.2 The paying adult or pupil commits a serious or repeated breach of this agreement.
- 4.3 If in SCLL's reasonable opinion the pupil's or payer's ongoing behaviour or health is likely to endanger other members, the general public, staff or themselves or is deemed to be unacceptable or if it adversely affects SCLL or the reputation of SCLL.
- 4.4 A valid Direct Debit Instruction is not in place.
- 4.5 There are outstanding fees due.
- 4.6 You refuse to pay any additional fees that apply to the category of membership.
- 4.7 Another person is allowed to gain entry using the membership card.
- 4.8 You provide information which you know to be false when applying to join or when providing a change to your details.
- 4.9 If this agreement is cancelled for any of the reasons above, SCLL reserve the right to retain a proportion of the money which you have paid under this agreement to cover any reasonable costs incurred as a result.

5. WHEN YOU WANT TO CANCEL THE PUPIL'S ENROLMENT

- 5.1 Applications to cancel must be made by the adult payer in writing to the SCLL Collections Department.
- 5.2 Once receipt of cancellation is confirmed by SCLL the membership will end the day before the next Direct Debit payment is due unless SCLL have already submitted the payment request to the bank in which case the membership will end one month later.
- 5.3 Cancelling your Direct Debit is not notification of cancellation to SCLL.
- 5.4 Cancellation will be confirmed to you in writing by SCLL and you must not assume the cancellation has been processed until you receive confirmation.

6. LIABILITY

- 6.1 SCLL will compensate you for any loss or damage you may suffer if SCLL fail to carry out obligations under this agreement or to a reasonable standard or breach any duties imposed on SCLL by law unless that failure is attributable to you or the pupils own fault, a 3rd party unconnected with provision of services or unforeseen events even if all reasonable care has been taken.
- 6.2 Items left in lockers overnight will be removed and no compensation will be made towards the loss of any items left in the Centre or for locks cut off to gain access.

7. CONTACT

- 7.1 Any communication sent out will be sent to the latest email address that SCLL have on file for the payer and the payer is responsible for making sure all personal and contact details are up to date for both the pupil and themselves.

8. CHANGES TO THIS AGREEMENT

- 8.1 SCLL can make changes to the lesson programme and this agreement including the monthly fees by giving at least 1 month's notice of the change via prominent notices displayed within the centre.