

Summary of the main terms and conditions of this agreement.

PLEASE READ THESE CAREFULLY BEFORE SIGNING THE FORM TO CONFIRM YOU HAVE BEEN MADE AWARE OF THESE MAIN TERMS.

- 1.2 The Monthly (that runs from month to month) membership will begin on the day that you pay the initial payment (and joining fee if required). The membership will then continue and fees will be due each and every month regardless of whether the facilities are used or not.
- 1.7 You agree to pay the monthly membership fees in advance each month, by Direct Debit out of a valid bank account.
- 1.9 If SCLL do not receive any monthly Direct Debit payment you will be charged an additional fee.
- 1.12 SCLL gives no guarantee that the same teacher/instructor will take the lesson each week and reserve the right to change the teacher/instructor without prior notice.
- 2.1 You may cancel this membership at any time by giving notice in writing to SCLL Collections Department. The membership will end on the day before the next monthly payment is due. If SCLL receives notice to cancel but has already submitted the Direct Debit request to your bank then the membership will end the day before the following month's payment is due.
- 5.2 You cannot seek any reduction in the membership fees because the centre or pool is closed on a public holiday.
- 5.3 If SCLL cancel a lesson due to unforeseen circumstances no reduction of fees or alternative lesson will be offered.
- 5.4 If the member does not attend or only attends part of a lesson, no reduction of fees or alternative lesson will be offered.
- 11.1 SCLL can change this agreement at any time including the cost of the fees by displaying notices within the centre at least one month before the change is due to take place. If you do not wish to accept the change(s) you may cancel as per point 2.1 of these terms.

Full membership terms and conditions for Salford Community Leisure Limited's (SCLL)s Coached Lesson Membership

YOU SHOULD READ THE FOLLOWING, IF YOU DO NOT UNDERSTAND ANY TERM PLEASE ASK RECEPTION FOR CLARIFICATION.

Salford Community Leisure Ltd is referred to as SCLL in the following.

The person enrolling on to the lessons is referred to as the 'member' in the following.

The person who is to make the payments on behalf of the member is referred to as 'you' in the following.

1 MEMBERSHIP AND FEES

- 1.1 You must be 18 years old or over to pay by Direct Debit.
- 1.2 The Monthly (that runs from month to month) membership will begin on the day that you pay the initial payment (and joining fee if required). The membership will then continue and fees will be due each and every month regardless of whether the facilities are used or not.
- 1.3 The initial payment will be made upfront and will be pro-rated.
- 1.4 The membership cannot be transferred to another person.
- 1.5 You will be required to show proof of ID upon signing up the member.
- 1.6 SCLL will take the member's photograph and retain it on file.
- 1.7 You agree to pay the monthly membership fees in advance each month, by Direct Debit out of a valid bank account.
- 1.8 SCLL will request the payments from your bank once every calendar month on the date that has been indicated on the agreement form.
- 1.9 If SCLL do not receive any monthly Direct Debit payment you will be charged an additional fee.
- 1.10 Members are required to wear recognised, correct and safe clothing and equipment for the lesson.
- 1.11 All members taking part in water based lessons must wear a swimming cap.
- 1.12 SCLL gives no guarantee that the same teacher/instructor will take the lesson each week and reserve the right to change the teacher/instructor without prior notice.

2 CANCELLING OF YOUR MEMBERSHIP

- 2.1 You may cancel this membership at any time by giving notice in writing to SCLL Collections Department. The membership will end on the day before the next monthly payment is due. If SCLL receives notice to cancel but has already submitted the Direct Debit request to your bank then the membership will end the day before the following month's payment is due.
- 2.2 Any such request to cancel must be made by you, the person paying the monthly fees.
- 2.3 The member may continue to use the membership until the end date.
- 2.3 Cancellation of the membership is not confirmed until you receive written notice from SCLL Collections Department.

3 CANCELLATION OF YOUR MEMBERSHIP BY SCLL

- 3.1 SCLL can cancel this membership immediately and/or refuse entry to the member for one or more of the following reasons:
 - i) A valid Direct Debit Instruction is not in place.
 - ii) You have not signed the Terms & Conditions of this agreement.
 - iii) There are outstanding fees due.
 - iv) You or the member commits a serious or repeated breach of this agreement or the centre rules.
 - v) If in SCLL's reasonable opinion you or the member's behaviour 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.
 - vi) You refuse to pay any additional fees that apply to the category of membership.
 - vii) Another person is allowed to gain entry using the membership card.
 - viii) You provide information which you know to be false when applying to join or when providing a change to your details.
- 3.2 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.

4 FREEZING OF MEMBERSHIP

- 4.1 You can apply in writing to SCLL Collections Department to freeze the membership if the member is unable to use the membership through serious illness, injury or unforeseen circumstances preventing the member from using the membership for a period greater than one month up to a maximum of six months.
- 4.2 It is at the discretion of SCLL to accept a request to freeze the membership and proof will be required.
- 4.3 Any change to the membership is not confirmed until you receive written notice from SCLL Collections Department.

5 CANCELLED LESSONS

- 5.1 On occasion SCLL may have to close the pool or centre due to unforeseen circumstances. If the pool or centre is closed for more than five days we will whenever reasonably possible try to transfer the membership to another SCLL centre or freeze the membership for the period of the closure.
- 5.2 You cannot seek any reduction in the membership fees because the centre or pool is closed on a public holiday.
- 5.3 If SCLL cancel a lesson due to unforeseen circumstances no reduction of fees or alternative lesson will be offered.
- 5.4 If the member does not attend or only attends part of a lesson, no reduction of fees or alternative lesson will be offered.

6 FACILITIES AND CHARGES

- 6.1 Members are entitled to use the activities available to their category of membership.
- 6.2 Additional charges will be applied to certain activities.
- 6.3 Details of the current opening times, activities and additional charges are available from reception.
- 6.4 SCLL reserves the right to temporarily change opening hours or activities available due to unforeseen circumstances out of SCLL's control.

7 CONDUCT

- 7.1 SCLL can prevent anyone from using facilities if their appearance or conduct is inappropriate, unsuitable or puts themselves or others at risk.

8 LIABILITY

- 8.1 The member will be compensated for any loss or damage they 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;
 - i) Their own fault.
 - ii) A third party unconnected with provisions of services.
 - iii) Events which neither SCLL nor SCLL's suppliers could have foreseen even if all reasonable care had been taken.
- 8.2 Personal property must not be left unattended in the facilities unless it is locked in one of the lockers provided. Items must not be left in lockers overnight.
- 8.3 SCLL can remove the contents left in any locker overnight and retain them at reception. SCLL will keep clothing for one week and jewellery/valuables for one month. After this time SCLL will dispose of them and will not be liable for them.

9 MEMBERSHIP CARD

- 9.1 SCLL will issue a membership swipe card that must be presented at reception each time the member takes part in an activity.
- 9.2 SCLL will charge for a replacement card.
- 9.3 SCLL will charge an administration/ donation fee on entry if the card is not presented.

10 MEDICAL INFORMATION

- 10.1 SCLL reserves the right to obtain medical advice before allowing the member to use the facilities.
- 10.2 If there is a major change to the member's health, you must advise SCLL immediately.
- 10.3 SCLL can refuse access to facilities or membership if it is considered that member's health may be adversely affected.
- 10.4 The member must not take part in any activity for which they may not be fit.

11 CHANGING THIS AGREEMENT

- 11.1 SCLL can change this agreement at any time including the cost of the fees by displaying notices within the centre at least one month before the change is due to take place. If you do not wish to accept the change(s) you may cancel as per point 2.1 of these terms.
- 11.2 You must notify SCLL in writing if there is a change to your or the member's contact details and/or address.
- 11.3 Any communication regarding the membership will be sent to the address and/or e-mail address that SCLL have on file for you.