

**INSPIRE: LUTON SPORTS VILLAGE** 

**LEARN TO SWIM & DIVE** 

TERMS AND CONDITIONS OF MEMBERSHIP

IMPORTANT – YOU SHOULD READ THESE TERMS CAREFULLY. You have 14 days to cancel this agreement.

IF YOU DO NOT UNDERSTAND ANY OF THE TERMS AND CONDITIONS BELOW, PLEASE EMAIL HydraDD@activeluton.co.uk

#### 1.MEMBERSHIP APPLICATION

The membership application will be completed by the Active Luton team confirming your acceptance of our Terms & Conditions of this membership. The Terms & Conditions in full will be sent to you on completion of signing up. There is a 14 day cooling off period in which case the agreement can be cancelled. This would result in the place on the course being lost.

# 2.PROGRAMMING

Active Luton reserves the right to amend the facility's programme at any time, but notice will be displayed within the centre and online and via the Active Luton App a minimum of 10 days prior to any change where possible. 40 weeks of lessons are guaranteed under our Learn to Swim programme, 38 weeks of lessons are guaranteed under our Learn to Dive programme. Any further reductions will result in monthly charges being reduced to the appropriate value.

# 3.MONTHLY MEMBERSHIP

Monthly payments will commence on the 1st working day of each month.

#### **4.CANCELLATION**

Active Luton reserves the right to cancel the payment by Direct Debit if persistent problems are experienced in obtaining payment by this means. The place on the course will be lost as a result.

# **5.FREEZING**

Direct Debit payment will only be suspended on proven medical grounds. In this case the Swimmer can freeze their payment for a period not less than one calendar month and no longer than six calendar months, giving one calendar month written notice to the centre.

#### **6.TERMINATION**

You may only terminate your membership in writing (including email), giving us no less than 30 days' written notice. Your final Direct Debit payment once taken covers a full final month of lessons from the date the final Direct Debit is taken and will not be reduced if a full month of lessons is not attended. Upon termination of your membership you will be responsible for cancellation of your Direct Debit arrangements. If there is still a balance due to us you will be required to pay this immediately. If you are found still using the facility once your membership has been terminated full membership fees will apply.

# **7.GENERAL TERMS**

Active Luton reserves the right to refuse issue or withdraw Swimming & Diving Lessons and cease to provide the benefits under it, to any person who contravenes these Terms & Conditions or the rules and regulations of the leisure facilities. Annual price increases will be effective as of 1st April each year. All membership cards are non-transferable and only the holder may use the membership card. Anyone found to be using another's membership card



will be prevented from using the facilities. At Inspire, all cards must be used to gain entry via the access control system. At all facilities, cards must be presented upon request by our team at any time. Any loss of membership cards must be reported to us immediately. There is an administration charge of £2 per replacement card. Replacement hats will also be charged as per the centre's Terms & Conditions. Any associated swimming discounts will cease as soon as the Hydra Learn Lessons have ceased or membership terminated.

# **8.VALUABLES AND LIABILITY**

All lockers and storage facilities are checked regularly. Lockers and storage areas are not to be used for overnight storage and are emptied nightly. In the absence of any clear negligence or breach of any legal duty, we shall not be responsible, or liable to you, for any loss of or damage to your possessions. You must check and monitor the safety of your possessions, which should be at least secured by you within locked lockers provided, if available. We do not however, give any guarantee that the lockers give any form of protection for your possessions and you are advised not to bring valuable items to our facilities. Changing cubicles are checked regularly. Changing cubicles are not to be used for storage. Please change and then store your possessions in the lockers provided, so that other users can make use of the cubicles. All cubicles are checked regularly and possessions left in changing cubicles will be removed. In the absence of any clear negligence or breach of any legal duty, we shall not be responsible, or liable to you, for any loss of or damage to your possessions.

#### 9.AMENDMENT OF MEMBERSHIP TERMS AND CONDITIONS

We may from time to time amend these terms and conditions and, other than changes in monthly fees, we will display these in reception giving at least 10 days' notice. If you do not find these changes acceptable to you, you may terminate membership prior to the amendment coming into effect.

# **10.CHANGE OF MEMBER'S DETAILS**

You are responsible for providing us with any changes to your details including change of name and address immediately upon the changes occurring. If any changes require a new Direct Debit arrangement you must inform us of the new circumstances and a new Direct Debit instruction will need to be arranged. If you fail to inform us of this change in your details or provide us with a new Direct Debit Instructions, we may, at our discretion suspend your membership or cancel it. If your membership is cancelled you will need to re-join, paying any applicable additional fees.

#### **11.DEBT RECOVERY**

If you fail to pay any amount due under this agreement for a period of more than 30 days, then we may pass the debt to a third party company for collection. Any reasonable costs incurred in employing a third party company will be borne by you including costs in tracing you, should you have changed your address without telling us. This guarantee should be retained by the payer.