

TERMS AND CONDITIONS OF MEMBERSHIP

1. This agreement is made between Swimology UK (herein referred to as "Us" and/or "We" when not referred to as "Swimology UK" or "Swimology") and "the member", or their parent/guardian if they are aged under 18 (herein referred to as "They" and/or "You") who by booking into lessons with us, and verifying they agree to the terms, agree to abide by the rules, terms and conditions below

2. Once the applicant signs the agreement overleaf, they are considered a member and are bound by these terms

3. Annual tuition fees are divided equally into 12 monthly instalments. The first of these may be paid as a pro-rate payment and monthly, by recurring card payment in full thereafter

4. The membership shall begin once first payment made. This contract will remain effective from the date of joining until replaced or cancelled as outlined in the 'Cancellation of This Agreement' section below

5. Recurring Payments will be administered by 'Stripe on behalf of our membership management system

6. You may only attend lessons if your account is current and not in arrears.

7. It is your responsibility to ensure that we hold relevant and up to date contact details. These can be updated via the form on our website

8. Memberships are non-transferrable

9. We will provide a minimum of 30 days' notice, in writing, of any changes in prices or the date payments are to be taken

10. We will provide a minimum of 30 days' notice, in writing, of any changes to the Terms and Conditions

11. Where appropriate, refunds will be made within 30 days, via the original form of payment

12. When a member turns 18, they will be required to sign a new agreement in their own name. Thereafter, they will be held responsible for all payments

CANCELLATIONS & NON-ATTENDANCE

1. Monthly payments are mandatory regardless of attendance

2. Fees have been calculated to include anticipated closures, including the 2 week closure period at Christmas

3. We endeavour to ensure that all classes operate as advertised. However, due to special events and circumstances beyond our control, classes may need to be withdrawn with or without notice. Should we have to cancel a class, we will adjust your membership for the month following.

PAYMENTS

1. Payments are taken on the 27th of each month, for lessons the month following. For example, the payment on 27 September would be for lessons 1-31 October

2. Payments are taken by recurring card payment. Should your details change, you can do this via Soakly

3. Questions relating to your payment should be made in writing via the Contact Us section of the Parent Portal

PHYSICAL ACTIVITY WAIVER

1. Swimology UK is fully insured. In accordance with this, we expect all members to act responsibly whilst in the pool and pool environment. You assume full responsibility for any and all risks that you expose themselves to as a result of their participation in our classes. You accept full responsibility for any injury or death that may result from participation not otherwise covered by the policy

2. By participating in our lessons, you certify that you know of no medical problems that would increase the members risk of illness, injury or death as a result of participation in any program designed Swimology UK, or have consulted with a medical professional who deems it appropriate for them to participate in this form of activity. Failure to do so may render any insurance claim invalid

3. The owners of Swimology UK are responsible for maintaining sufficient insurance as guided by the relevant authorities. Members are expected to follow instructions, guidance and club rules which are designed to keep them safe and avoid injury

ASSESSMENTS

1. We run continuous assessment to ascertain a members ability level against the Swim England Learn to Swim Framework

2. Should you wish to purchase an award (Certificate/Badge) once it has been achieved, they can be purchased immediately after the grading

3. Once a participant has completed a stage, parents can move their participant into the correct level class. If there is not a class available that suits, members may choose to remain in the lower level class until the desired space becomes available.

CANCELLATION OF THIS AGREEMENT

1. Members who wish to cancel their membership, must us via the Contact Us section of the Parent Portal.

2. Notice must be served 30 days in advance of the payment due for the period in which the member would like to cancel. For example, if someone wishes to cancel from February onwards, notice should be given by 1 January.

3. In the event of any payment due under the terms of this agreement being overdue for a period of more than 30 days, memberships will be terminated

4. Swimology UK reserves the right to charge an administration fee of £20 for failure to make any payment due, under the terms of this agreement

5. On cancellation of this agreement, all attendance privileges will be terminated from the date up to which fees have been settled

6. Where amounts are past due for a period of more than 30 days, we reserve the right to transfer the debt onto a third party for collection. Should we incur any costs associated with the recovery of the debt, such costs will be passed onto you

7. Upon cancellation, no refunds shall be made (either in full or pro rata) for any payments

8. We reserve the right to cancel this agreement, should they deem it necessary, or if a member is in breach of these conditions, or if the behaviour of a member (or their parent) does not meet the reasonable standard expected by our team