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[www.swim-central.uk](http://www.swim-central.uk)



Swim Central, Fulwood Central, Preston, PR2 9BQ

## Terms & Conditions

Thank you for joining up to our lessons/sessions here at Swim Central!

### Use of the Facilities

All guests must register an account with us.

All children under 12 years must be accompanied by an appropriate adult & remain on site during the class.

You must comply with our centre rules in force which relate to our opening hours, use of our facilities and your conduct.

Instructors and classes may be subject to change at any time where necessary.

We reserve the right to refuse you access to the centre and suspend or terminate your use of the services if we reasonably consider that your conduct is damaging to our reputation, is in breach of these conditions or such refusal would otherwise be in the interests of other users of the studios or our customers. You will not be entitled to any refund in such circumstances.

The company may at any time close the centre premises or any part thereof, without notice, in order to; execute repairs, alterations, accommodate external events, re-decorations or otherwise, to facilitate club events, programmes or on certain holidays. Customers are requested to arrive for their booked clubs and classes no more than 20 minutes before.

Customers must adhere to the no shoe areas in the changing rooms and poolside.

Children must be supervised in & around the centre at all times.

We operate a double nappy policy in the swimming pool, and we also request that no food or drink is consumed one hour prior to a swimming lesson or aquatic activity.

Except for service dogs, pets are not allowed in the centre.

Smoking is not permitted anywhere in the centre or outside the front entrance of the building.

### Your Account

To enable you to book any lessons or sessions, you will be required to create an account and are responsible for keeping all information within this area up to date with your contact details and any relevant medical information.

In creating this account, you will be provided with access to get entry into the centre and you will be able to book any activity within the club.

All information within your account is stored in line with our data protection policy and will not be shared with any third parties without your consent.

### Adult Lane Swims, Family Swims, Aqua Fit Classes and Studio Classes

Bookings are required for any & all of the types of sessions above.

Sessions are purchased for an individual and not transferable to another family member unless approved by management.

Sessions can be booked through the website or by visiting the centre

To book a session, you must have an account with us or set one up as you book the session

Unused sessions cannot be changed or carried over in any way

If you book a session and do not show up for that session, no credit will be given

You may change the date of a session or be offered credit if 24 hours notice is given of non attendance

Ratios for Family Swim sessions are 1 adult to every 2 children under the age of 12 provided they are competent swimmers

## Swimming Lessons

Lessons are booked on a weekly basis for 50 weeks of the year excluding 2 weeks at Christmas, your payment is calculated equally for these 50 weeks and charged over 12 months of the year.

Exclusion dates are published one calendar year in advance.

You will be charged monthly via direct debit or recurring payment and on the anniversary of your first booking. Your first month will be taken in advance.

You are able to cancel your subscription under the cancellation terms outlined in this document.

Bookings are not confirmed until payment has been received. You will always be provided with a confirmation of your booking via email.

## Fees and Charges

All class prices are advertised on our website.

We reserve the right to increase any fees.

## Cancellation Policy

You may terminate your booking by giving us at least one full payment month of notice. Your space will remain booked until the end of this notice period. Thereafter your space will be released, and you will not be charged. You have the right to a cooling off period as outlined below.

**You are only able to cancel your swimming lessons at three points of the year; 31st of December, 31st of March or 31st of July, giving notice on the 1st of that month, unless within the 14 day cooling off period.**

You have a legal right under the Customer Contracts Regulations 2015 to cancel within 14 days of when the date of the purchase is confirmed (Cooling Off Period). If you have cancelled within the cooling off period, you will be refunded the full amount less any classes taken.

If your booking was part of an offer or discount and you cancel within the cooling off period, the classes taken will be charged at full cost and you will be refunded any difference.

If you are booked into swimming lessons, you are unable to cancel a single booking and missed lessons are not possible to credit or refund.

An administration charge of 15% is applicable on all refunds.

You may freeze any class pack or subscription and for a maximum of 2 months for medical reasons only and by providing the relevant medical certificate. Your space may not be held during this time, and you might have to rebook based on availability upon your return. No refunds will be offered for such a freeze if upon return your preferred class is not available, so long as another class is available for you to book.

To cancel you should contact the centre in writing and via email to [hello@swim-central.uk](mailto:hello@swim-central.uk)

Where the pool, teacher is unavailable for your lesson you will be notified as soon as possible before your lesson and will be offered an additional class to make up this missed lesson or a cover instructor will be provided.

You may be able to change your class time and day where there is availability on an ongoing basis.

### **Termination by us**

We may terminate our agreement with you in the following circumstances:

- (a) If you commit a serious or repeated breach of this agreement or the centre rules of booking and the breach, if capable of remedy is not remedied within 7 days of a default notice.
- (b) If any part of your direct debit remains unpaid 14 days after its due date for payment.

### **Parking**

Parking at Fulwood Central is free for the first 2.5 hours. Please ensure to inform one of our Front of House members of your vehicle registration on each visit to the centre if you will be staying over 2.5 hours. Any vehicles that are not processed this way may be legible to a fine. Swim Central will not be responsible for any fines issued in the case of not inputting your vehicle registration under any circumstances. Parking at Fulwood Central is free for the first 2.5 hours.

### **Health Commitment**

Our staff hold relevant sector qualifications and are first aid trained but are not medically qualified so if you have any doubts about your fitness or capability to exercise, you must get advice from a doctor first.

You must warrant and represent that you are in good physical condition and capable of engaging in exercise and must keep your account up to date with all relevant medical information.

If through injury or other reason, such as pregnancy, you must consult a doctor before engaging in exercise and ensure that there is no medical or other reason why you are not able to engage in active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort or physical condition.

You must not use any centre facilities whilst suffering from any infectious or contagious illness, disease or other ailment or whilst suffering from a physical ailment such as open cuts, abrasions, open sores or minor infections where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of other customers.

You must comply with the latest government guidance in relation to Covid-19 that is published from time to time. Such guidance will be available from reception.

You should familiarise yourself with the fire exits and emergency routes in case of evacuation. Please note that employees are NOT required to "seek & search" the building. Therefore, it is the responsibility of each individual to follow the relevant instructions.

### **Lockers**

For security reasons, centre users and guests are asked to store personal belongings in the lockers provided whilst in a class/session.

All usage of lockers is governed by the centre's terms and conditions.

Lockers are provided on a daily basis only and items left overnight will be removed daily and treated as lost property. Swim Central will not be held responsible for the usage of lockers.

### **Lost Property**

All lost property found on the premises should be handed into reception.

Items whose ownership cannot be identified will be recorded & stored at the club for 4 weeks and then donated to local charities.

## **Safety and Hygiene**

In the interest of safety and hygiene, no crockery, glasses or hot drinks are allowed in the changing rooms, studio or swimming pool areas.

No pets will be allowed in the club premises, with the exception of guide dogs.

Entry to the centre is only permitted via the main entrance. The changing rooms can only be accessed by using your account on the day/time of your booking.

Fire exits, which are clearly marked, centre users must, in the interest of safety not interfere with these doors for any reason.

In the event of an emergency evacuation, members and guests must immediately make their way in an orderly fashion to the nearest available exit.

## **Behaviour**

If any centre user shall cause nuisance or annoyance to other members, or guests or staff, or misuse the facilities, or breach any etiquette guidelines, or generally behave inappropriately, we reserve the right to refuse admission or suspend or terminate access. In particular, abusive language, threatening or violent behaviour will not be tolerated. All children using the centre must be supervised by an accompanying adult at all times.

We appreciate that you wish to take photos, but we request that you do not include any other centres users in these images. Please use our 'Awards Wall' out in reception to capture photos of your little ones with their certificates & medals.

No photography (including the taking of images through a mobile phone) is allowed in the pool area, viewing gallery or changing rooms.

You must observe and comply with the safety notices within the changing rooms

## **Push Chairs**

Only pushchairs and prams that can fold down are allowed into the club and must be stored in the 'buggy park' area, next to the lift in reception, subject to centre rules.

The club accepts no responsibility for lost or damaged items.

## **Comments and Complaints**

Please refer comments or complaints to a staff member of the centre. Written complaints must be addressed to the General Manager.

## **Data Protection**

Your data privacy and security are important to us. Please refer to our Privacy Notice which explains how we collect, store and handle your personal data.

## **Liability**

The company will not accept liability for any damage or loss to any personal property brought into the centre's premises.

All activities are taken at the user's own risk.

The company, nor their staff or partners shall be liable for personal injury sustained whilst on the club's premises, except insofar as it can be proven that this relates to the wilful act, neglect or default of the company or staff or partners.

Customers who suffer an accident or injury on the premises must report the accident or injury and the circumstances in which it occurred to the General Manager immediately following the accident or injury.



Swim Central