



1. Membership

1.1 North Lincolnshire Council's leisure provision ("NL Active") operate five swimming facilities within North Lincolnshire. Our SwimLincs Academy membership gives your child access to one SwimLincs lesson per week for 50 weeks of the year and access to free casual swimming sessions whilst enrolled on the SwimLincs programme.

1.2 NL Active reserves the right to withdraw the sale of a membership category at any time without affecting existing members on that membership package.

2. Membership payments and charges

2.1 Upon joining, you shall pay to NL Active a pro-rata payment which covers the payment of swimming lessons until the first monthly payment is collected. Your SwimLincs Academy membership will not start until your first direct debit payment has been collected.

2.2 Following payment in clause 2.1, you shall then pay to NL Active a monthly subscription as specified on the Direct Debit agreement. Monthly instalments will be due on the 1st of each month. If the 1st of the month falls at a weekend or on a Bank Holiday, payment will be requested on the first bank working day after the 1st of the month.

2.3 NL Active will collect your monthly subscriptions in advance by MDD. If you fail to make a payment on time you will incur the following charges:

a) fail to pay the subscription on time £15 late payment fee. This fee will be added to the unpaid monthly fee.

2.4 Memberships paid by MDD have no minimum contract period and payments will continue on a month-by-month basis until written notice to cancel is received at your home centre. You may cancel this agreement by giving 30 days' notice in writing to the centre. After giving notice to cancel, you will be required to make one final payment before your membership agreement is cancelled with NL Active. After making your final payment, it is your responsibility to cancel the direct debit with your bank. NL Active will not be liable for monies sent across by the bank as a result of your direct debit not being cancelled by yourself with your bank.

Please see clause 5 regarding cancellation of membership.

2.5 Parents choosing to pay for their child's SwimLincs Academy membership by direct debit will be guaranteed no annual fee increases for the duration of the membership. If the membership agreement is terminated or monthly subscriptions not collected, then the current membership fee will be charged to restart the membership.

2.6 If we are unable to deliver your child's swimming lesson due to unforeseen circumstances, your monthly collections will be reduced after a 6-week calculation period to reflect the missed lesson. The adjustment will be calculated at the individual lesson rate at the time applicable at the time your application was dated.

2.7 All sessions advertised on the pool timetable stating casual swim are included in the membership. Other pool sessions will be subject to payment of the current fee charges, which are in addition to your child's membership subscription.

2.8 A list of tariff charges is available on the NL Active website.

3. Cooling off period

3.1 You have a 14-day cooling off period from the date of signing the agreement during which you can cancel this agreement in full.

3.2 If you chose to cancel this agreement within the 14-day cooling off period, NL Active shall retain fees to cover swimming lessons that have been attended prior to notice to cancel being received.

4 Suspension of membership

4.1 You may apply to suspend your child's membership at any time but only on the following grounds:

a) on medical grounds where evidence has been provided that a medical professional has advised against physical activity; or
b) on religious or cultural beliefs.

4.2 The minimum period for suspension is 1 calendar month, provided you have given 14 days written notice which shall be given before the first day of each calendar month. Requests for membership suspensions cannot be backdated and will run for a full calendar month after notification by you. If your membership fees are collected by MDD, a fee of £5 is payable per month in respect of such a suspension. This fee secures your child's place on the swimming lessons and the 'price for life' guarantee. Applications for membership suspensions must be put in writing by email to memberships@northlincs.gov.uk

4.3 If you do not pay NL Active for the Membership when you are supposed to, we will suspend supply of services/ facilities and membership immediately until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of services/ facilities and the matter will be dealt with by the NL Active membership department.

5 Your rights to end this agreement

5.1 If you pay by MDD you may contact us at any time to end the contract for your child's swimming lessons by giving us thirty (30) days written notice, but in some circumstances, we may charge you a final monthly sum for doing so. Cancellation can be given by email to memberships@northlincs.gov.uk

6 NL Active rights to end this agreement.

6.1 NL Active may end the contract if you break it. We will end the contract at any time, and reserve the right to retain any element of your child's swimming lesson fees, by writing to you if:

- a) you do not make a payment to us when it is due, and that payment remains unpaid 30 days after the date it is due
- b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Membership.
- c) you commit a serious or repeated breach of this Contract, including any specific terms associated with your Membership, and you fail to rectify any breach within fourteen (14) days to our satisfaction; and/ or
- d) you or your child's behaviour or conduct is likely to endanger members of the public, staff or the reputation of us.

6.2 If NL Active cancels your child's membership, we reserve the right to retain the joining fee and any monthly subscriptions already paid to the centre.

7 Rules and regulations

7.1 As the parent/ guardian of the member, you agree to comply with the centre rules and regulations.

7.2 The rules and regulations are set out in the General Regulations and Conditions of Hire and Admission Policy, which are on display in reception. Copies are available on request.

7.3 NL Active may make reasonable changes to these rules at any time providing we give advanced notice of the changes.

8 Facilities

8.1 Your child will only be permitted to use the facilities included in their membership package provided their membership is current and fully paid.

8.2 NL Active reserve the right to change the SwimLincs programme, cancel or change a class, withdraw/ remove facilities from time to time for essential repair and maintenance. Any changes will be displayed at reception reasonably in advance. If we make significant changes to the SwimLincs programme or facilities, you can cancel your child's membership agreement in accordance with clause 5.

8.3 If you have any questions or complaints about the services or facilities provided under your membership, please contact the centre management team at your home centre. You can contact us on 01724 291900 option 3 and then the relevant site option, and ask to speak to the Duty Manager, or by email to memberships@northlincs.gov.uk

9. Membership cards

9.1 Your child will be issued with a membership card which must be shown at reception every time they wish to swim during a casual swim session.

9.2 Membership cards must not be lent to or used by another person. If another person uses your child's membership card, NL Active reserve the right to cancel the membership with no refund of joining fees or subscriptions.

9.3 NL Active reserves the right to charge a fee for replacement or lost membership cards. Replacement card fees will be charged at the current rate as per the NL Active Fees and Charges policy.

10 Liability

10.1 North Lincolnshire Council (NLC) will compensate you for any loss or damage you may suffer if we fail to carry out our obligations to a reasonable standard or breach any duties imposed on us by law (including if we cause death or personal injury to you by our negligence) unless this failure is attributable to your own fault; a third party unconnected with our provision of services under this agreement or events which neither we nor our supplier could have foreseen or forestalled even if we had taken all reasonable care.

11. Information Governance and Data Protection

11.1 NLC is registered under the General Data Protection Regulations 2018 (GDPR) and treats all information it holds confidentially and securely. The Council's NL Active function collects and processes your personal data in accordance with GDPR and other relevant legislation and will not disclose your personal data to any third party, unless allowed or required to do so under GDPR or other relevant legislation. NLC NL Active will collect and process the information you provide relating to this membership to administer and manage your membership. For further details about the processing of your personal data, please see the full Privacy Notice and Data Protection and Privacy webpage on www.northlincs.gov.uk.