## **Learn2 Course Programme Terms and Conditions**



### **Enrolment and Payment**

- 1. Sportspark reserves the right to refuse any application to the SPlash Learn to Swim or SPring Gymnastics programmes and do not need to give reason(s) for refusal.
- 2. Initial application will take place at Sportspark reception irrespective of the location of the lessons being booked.
- 3. Booking is strictly via a Sportspark booking form which can be picked up from reception or downloaded from the website.
- 4. Concessionary discount is only available to those with a valid Sportspark membership.
- 5. A completed Direct Debit Instruction must be submitted at point of booking
- 6. Medical and relevant information must be disclosed on the booking form.
- 7. Each programme is paid for via a monthly Direct Debit fee. Initial payment consist of a prorata amount of fee to cover the remainder of the current month and, if being processed after the 15<sup>th</sup> of the month, one additional month's full fees.
- 8. The Direct Debit collection date is the 1st of each month and will appear as University of East Anglia on bank statements
- 9. All direct debit administration is carried out in line with relevant current legislation and following the current Sportspark Terms and Conditions of Membership
- 10. All correspondence regarding Direct Debit will be sent to the Direct Debit holder only.
- 11. All prices are reviewed from time to time and at least once per calendar year. If your fees are due to be changed, we will notify you at least 10 working days in advance by email and/or by letter

### Safeguarding

- 1. Under no circumstances should children under the age of 12 be left unaccompanied any course venue.
- Teachers will take responsibility for children during their swimming lessons however
  parents/guardians are requested to remain in the building to deal with toilet breaks or
  behavioural issues if required. For children under 12 years old a parent/guardian MUST
  remain in the building at all times.
- 3. Child to teacher ratios are developed in line with relevant governing body guidelines.
- 4. All Teachers are qualified with the necessary qualifications relevant to the course and will have current DBS checks in place.
- 5. When getting changed for lessons, children 8 years old and over MUST use the changing room specific for their gender.
- 6. Please make sure you are ready to collect your child/children promptly at the end of their lessons.
- 7. No photographic equipment or any other form of visual or sound recording equipment may be used at any venue without the prior consent of Sportspark Management.
- 8. Spectators are not permitted on poolside at any venue.

## **Refunds/Cancellations**

- 1. All Fees paid in advance are non-refundable, other than in exceptional circumstances as described in Sportspark Terms and Conditions of Use.
- 2. All course subscriptions must be cancelled directly by the member by terminating the Direct Debit Instruction(s) with their bank. This should be done only once you have spoken to a member of staff to confirm your wish to terminate your agreement. Please give yourself sufficient time to do so in line with the deadlines outlined in Sportspark Terms and Conditions of Membership.
- 3. Sportspark cannot be held accountable for cancellation errors with the participant's financial institution.

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- 4. If a payment is missed, defaulted, or if your direct debit is cancelled, your space will no longer be guaranteed.
- 5. Any changes made to bank details must be communicated by completing the relevant form at the Sportspark reception. This must be done by the 15<sup>th</sup> of the month in order for changes to take effect for the following month.
- 6. The Sportspark reserves the right to alter or cancel any session / course if circumstances beyond their control deem it necessary. An alternative session or credit against a future payment may be offered and the Sportspark will endeavour to keep all participants fully informed at all times.
- 7. Programme fees are non-refundable where the child has either missed lessons or decided to withdraw from the programme altogether. This includes if missed through general illness.
- 8. If a teacher is absent, we reserve the right to join classes together if considered appropriate and safe according to governing body guidelines or our own risk assessment.
- 9. In the event of a facility closure we will make every attempt to contact our customers as soon as possible.
- 10. We may sometimes need to postpone, alter, cancel or introduce new activities temporarily or permanently at any time for any reason, including in response to customer feedback and/or to withdraw equipment and/or facilities for any reason including but not limited to maintenance, repair and alteration

### **Admission, Participation and Progression**

- 1. Participants are required to read and adhere to the guidance contained within the relevant course information sheets at all times found within the Learn To Swim and Gymnastics pages at www.sportspark.co.uk
- 2. Participants must ensure that they are ready to participate at the advertised start time. Failure to do so may mean that admittance is refused. This will be at the discretion of the teacher in order to avoid disruption to others in the class and maintain sufficient health and safety practices.
- 3. Lessons are of the duration laid out in our programme timetables
- 4. SPlash Learn to Swim programme runs over 46 weeks per calendar year.
- 5. Spring Gymnastics programme runs over 48 weeks per calendar year. Please note that Tumbling courses include an allowance for up to 6 sessions being cancelled due to competitions or events.
- 6. As part of the Learn to Swim programme Direct Debit membership all enrolments onto stages 1-10 will get FREE swimming outside of their lessons while their subscription is active. Such sessions are subject to pool availability.
- 7. All participants on the Learn to Swim programme follow the ASA Swimming Framework. Participants within Gymnastics may or may not follow a governing body framework as deemed appropriate by the Sportspark Management
- 8. Where a framework is followed, participants will be continually assessed with any progression, or awards achieved, based on the judgement of the teacher in accordance with the criteria of the relevant framework.
- 9. In such circumstances participants will be eligible to move up to the next class only when they meet the skills criteria required **and** there is availability at the next stage. Every effort will be made to find a suitable class at the earliest opportunity.
- 10. Ability and speed of progression will vary depending on the participant.
- 11. Sportspark does not accept responsibility for any loss or damage to property.
- 12. All participants should wear appropriate attire in line with the Course information sheets provided. Failure to adhere to this guidance may mean that admittance is refused.
- 13. Participants who have had sickness and/or diarrhoea should avoid participating for at least two days.

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- 14. To request a change of lesson time a change of request form must be completed by the participant for adult courses or the parent or guardian for those under 16.
- 15. Parent/guardians must ensure that contact details are up to date. This is in the unlikely event of a medical emergency, building evacuation or other emergency situation.
- 16. Parents/guardians must not distract the teacher during a lesson and should direct communication to reception/Duty Manager or wait until the end of the lesson.
- 17. All course fees include two free Sportspark entry cards. These cards allow access to the building and changing rooms, purely to allow you to get your child/children changed and to escort them to and from the relevant location. They do not give access to any facilities for your own participation, unless you have specifically paid for it
- 18. If your Sportscard cannot be produced the standard entry of 60p will be charged.
- 19. Anyone found misusing this access will lose their place on the course with no refund and will not be allowed to re-book.
- 20. There is a £3 charge for a replacement card, should you lose it.
- 21. Children will not be able to leave any session without a parent/guardian present.

### **General Use, Behaviour & Conduct**

- 1. Our staff have the right to refuse or exclude you or a member of your party from Sportspark facilities at their absolute discretion.
- 2. Sportspark does not accept responsibility for any loss or damage to property.
- 3. Use of the facilities must always remain in accordance with Sportspark general terms and conditions of use.
- 4. In all cases, Sportspark interpretation of the Rules and these terms will take precedence and the decision of our Manager or his / her nominee is final and must be respected
- 5. Parents accept that their child is under the supervision, control and care of the relevant Teacher, during the lesson period. Should the behaviour of the child be unsatisfactory and the class is being disrupted, the Teacher has the right to remove the child from the class.
- 6. The teacher may employ reasonable measures as are necessary to maintain the smooth delivery of the class.
- 7. Sportspark reserves the right to request that your child should be removed from classes should they persistently disrupt or are seen to be putting themselves or anyone else at risk during the class. If a child is removed under these circumstances and suitable alternatives cannot be made, they may be removed from the course programme.
- 8. Should a participant be removed from a lesson for any of the above then no refunds will be provided.

## **Data Privacy**

- We take great care to ensure that any information we hold about you is kept safe and secure. Customer and Child data will only be used for the purpose of delivering your booked sessions and for 'service' communications to keep you informed of session times, cancellations etc. and to allow you to manage your bookings
- 2. As part of the sign-up process you may provide express consent for us to use your personal data in other ways (e.g. marketing), but this is optional and consent can be removed at any time in line with Sportspark Privacy Policy.

The full details of how we use your personal data and all other associated policies and terms and conditions mentioned above can be found at <a href="https://www.sportspark.co.uk/terms-conditions-policies/">https://www.sportspark.co.uk/terms-conditions-policies/</a>