

## Terms and Conditions - Swim Scheme

These terms and conditions have been created to provide all swimmers with a comfortable, safe and enjoyable experience whilst using the York Sport facilities. This agreement is made on the terms listed below and those set out on the internet and are made between York Sport ('we' or 'us') and the parent /guardian/yourself ('you' or 'your').

### York Sport Swim Scheme

- All swimmers must comply with the terms of this agreement and our displayed poolside rules.
- York Sport Village operate a 50 week scheme which runs throughout the year including the summer months. There are 2 weeks over the Christmas period where the lessons are not on. All swimming memberships paying by Direct Debit are based on this 50 week scheme however they have also taken into account an additional 2 weeks of lessons which may be cancelled for unforeseen circumstances.
- All swimmers will receive a personalised wristband for the duration of the swimming lessons. A charge of £5 for each wristband will be made on joining the swim scheme.
- Membership of the swim scheme is personal to the participant and cannot be assigned or transferred to another person. The lending of a wristband swimming wristband to another person to enable them to gain access to York Sport facilities could result in the termination of your swimming lessons. York Sport reserves the right to charge an admission to anyone arriving at York Sport facilities without a wristband.
- In the event of a non-member using a band which is not theirs, the band will be retained at reception for collection by the owner of the band. In the event of loss or theft, a replacement wristband can be purchased from York Sport for £5.
- Children who are over 10 minutes late for their lessons will not be permitted to join the class.
- Parents are not permitted to enter poolside during lessons.
- We are not responsible for your child once their swimming lesson is over. Please ensure you are available to collect them on time.
- Every child enrolled on swimming lessons through Direct Debit at York Sport are entitled to the free use of the pool during public swimming sessions provided the correct adherence to the child ratio policy. This is 1 adult and 1 child 3 years and

under or 1 adult and 2 children aged 4-7 years.

- Proof of free swimming for direct debit members must be provided at reception when swimming during a public swimming session and must be produced if asked by any member of staff.
- York Sport swimming lessons can either be paid by direct debit on a monthly basis or by cash, card or cheque for a 12 session booking.
- A minimum of 1 calendar months' notice from your next payment is required for cancellation of swimming lessons. All requests to cancel swimming lessons must be completed in writing and your swimming lesson wristband will be deactivated. Charges may be incurred if you do not give the required notice to cancel your swimming lessons.
- Those seeking to re-join York Sport swimming lessons having previously been a swimmer will be charged for a new wristband.
- If you return your wristband in a re-useable condition when the participant no longer wishes to attend the swim scheme, you will be issued with a swim pass which will entitle one adult and one child to swim for free at a public swim session.

### General Conditions

All participants of the York Sport swim scheme must use equipment and facilities in accordance with guidance, instruction and procedures. Any wilful, negligent or deliberate damage to facilities and equipment will be charged to those responsible and could result in the termination of swimming lessons.

- Participants of the swim scheme or those responsible for the participant must not behave in a disorderly, violent or rude manner which is likely to cause offence or distress to other swimmers, public or staff.
- **Sporting Dress and Footwear** – Appropriate swim wear to be worn at all times. Overshoes to be worn over outdoor footwear on poolside.
- **Swim Scheme Participants** – Must shower before entering the pool. No inflatables are permitted in the pool area. Advice issued by the lifeguards and on signage displayed is for your safety and must be adhered to. During certain periods of the day, areas or all of the pool may be set aside for specific use such as public, club and aqua classes. York Sport will seek to give 4 weeks' notice of any significant pool closure of large events. Please see local timetables for specific details and conditions.
- **Non Participants** – Non participants will not be allowed on poolside unless accompanied by a member of the York Sport staff.

- **Cancelled Lessons** – We may have to cancel lessons at short notice. It is a parent/guardians responsibility to ensure correct contact details are given to York Sport.
- **Swimming Changing Rooms** – People enrolled on the swim scheme can use the York Sport public changing village, accessing it by using their member wristband.
- **Lost Property** – All items of lost property will be logged by York Sport and held in the facilities for no more than 2 weeks. For hygiene and/or safety reasons certain items may be deposited of immediately.
- **First Aid** – All accidents /incidents must be reported to a member of York Sport staff who will complete a confidential accident and first aid report. You will be required to comply with requests for information to complete this report.
- **Emergency Situation** – Participants must notify a York Sport staff member of any emergency incident. On hearing the fire alarm you must leave the premises. Facility staff will direct you to the nearest assembly point and only on their instruction can you return into the premises.
- **Health and Safety** – It is the responsibility of the parent /guardian to ensure that the rules of health and safety notices and the instructions of staff are followed, including listening to and adhering to Swimming Instructors instructions.
- **Use of your information-** We may use your personal data to contact the parent/guardian regarding your swimming lessons or for marketing/promotional activities.
- **Limitation of Liability** – York Sport liability for damage to or loss of a participant, or Guest's property including theft or loss of items from lockers is restricted to damage or loss suffered as a result of the negligence of York Sport staff or its agents. This includes the York Sport 3G pitches, cycle circuit, car parks and cycle park areas. York Sport will not accept liability for any accident or injury (including fatality) to any Member, Guest or Visitor that may occur in the facilities other than liability which may arise from the negligence of York Sport, its staff or agents. All such incidents must be reported immediately to a York Sport staff member. Valuables and personal items must be stored in lockers. Items left in lockers overnight will be removed and treated as lost property. York

- Sport reserves the right to open and inspect the contents of all lockers in the interest of health and safety or security or as it may otherwise be deemed necessary.

#### Disclaimer

York Sport reserves the right to:

- Make any reasonable changes to these rules at any time provided we give you notice of change by displaying the rules on the internet and/or facility notice board.
- Terminate a swim scheme membership if in the reasonable opinion of the company, the participant causes serious or repeated annoyance, or nuisance to any other member, user or staff, brings the character of York Sport into disrepute or whose actions are found to be in breach of any of the Terms and Conditions. Suspended swim scheme memberships will only be reactivated at the discretion of York Sport and will be considered on a case by case basis.
- Adjust the availability of certain facilities on a temporary basis.
- Increase or decrease fees from time to time provided we give at least 1 months' notice of any changes
- Withdraw all or part of a facility for any period/s with or without notice in connection with any cleaning, repair, alteration or maintenance work and for any other reasons beyond York Sport control.