

Aberdeen Aquatics Direct Debit Terms & Conditions

Principle Terms

This agreement commences on start date of the membership.

The membership starts on the Membership Start Date as entered overleaf.

The membership is for the named member only and is not transferable.

The member is entitled to all the rights and privileges exercisable for the Type of Membership chosen.

Aquatics Learn to Swim Membership entitles the member to:

- A minimum of 1 swim lesson per week for 36 weeks per year (for Early Years Memberships, OR for school age children and above, this entitles 1 swim lesson per week for 46 weeks. NB The standard terms and conditions for swimming lessons apply and these can be found at www.sportaberdeen.co.uk/aquatics
- Free access to public swimming sessions at Sport Aberdeen pools citywide. NB Children under 8 years of age must be accompanied in the water by an adult. The adult will be subject to the standard swim admission charge.

Fees and Charges

The Initial Payment (part month) is due from you to us, is payable immediately and is not refundable other than in the event of breach or negligence by us.

Partial membership fees will only be refunded if we are unable to provide 36 lessons per year (for Early Years Memberships) or 46 lessons per year (for all other Memberships).

The Direct Debit Payment Amount is due from you to us. You are obligated to make a minimum of 4 monthly Direct Debit Payments with the first one being paid on the 1st Direct Debit Payment Date and then every month thereafter. You are obligated to make every Direct Debit payment regardless of non attendance, except where the cancellation terms below are met. This Direct Debit Payment Amount may only be amended if we advise you in writing giving not less than 10 working days notice.

If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay us on demand an administration fee of £25 (which we require to cover our costs of seeking to pursue such payment from you).

You agree to advise us promptly of any change to the Members Details.

If you fail to pay any amount due under this agreement for a period of more than thirty days, then we may pass the debt to a third party company for collection. The reasonable and direct costs incurred in employing the third party company will be borne by you including costs in tracing you if you have changed your address without telling us.

Renewal

Once you have completed the Minimum No. of Direct Debit Payments, we will automatically continue collecting the Direct Debit Payment amount every month unless you cancel (in which case you should give us not less than 30 days notice). Your membership will be extended by one month each payment ("Renewal Period"). During this Renewal Period you can cancel by cancelling your Direct Debit Mandate directly with your Bank and notifying the Aquatics Administration Team (Sport Aberdeen, Broadfold House, Broadfold Road, Aberdeen AB23 8EE or aquatics@sportaberdeen.co.uk) in writing giving 30 days notice.

Cancellation

Relocation: This agreement can be cancelled in the event that your new permanent address is more than 15 miles away from the facility upon receipt of a copy utility bill or bank statement showing the new address.

Permanent illness or injury: This agreement may be cancelled in the event of permanent illness, injury or medical condition upon appropriate proof from a doctor or other suitably qualified medical practitioner.

Redundancy: This agreement can be cancelled upon appropriate proof of redundancy (of the parent/guardian) or other loss of livelihood.

Please note – ANY Cancellation for the above reasons will not be effected until the appropriate proof is provided and received.

Breach: This agreement can be cancelled if we are in breach of contract including if we do not provide facilities or services you may reasonably expect and we have fallen well below that standard.

Re-joining: If you cancel your Direct Debit over any holiday periods, and then look to re-join the lesson programme, the new Direct Debit /payment may be backdated to cover the intervening period.

Freezing

Temporary Illness or Injury: This agreement may be frozen in the event of serious temporary illness, injury or medical condition upon appropriate proof from a doctor or other suitably qualified medical practitioner.

Please note – ANY Freeze will not be effected until the appropriate proof is provided and received.

General Terms

You agree (with your child) to comply with the Rules of Membership which are displayed prominently in the facility and relate to opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules at any time provided we give you reasonable advance notice of the change

We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced.

We will do our best to resolve any disputes over this agreement. If you wish to take court proceedings against us you must do so within the United Kingdom. Relevant UK law will apply.

If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

We may terminate this agreement with immediate effect on notice to you if you are in breach of the lesson Rules. In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.

Use of Sport Aberdeen facilities is always subject to availability.

Sport Aberdeen reserve the right to withdraw any type of membership from sale at any time. All memberships will be honoured throughout the duration of their validity

To attend public swimming sessions members must attend reception and present their membership card to receive an entry receipt.

Damaged or lost cards will only be replaced at the discretion of Sport Aberdeen and an administration charge will be payable.

Sport Aberdeen reserve the right to close facilities when necessary

If requested Access to Leisure members must provide proof of continued eligibility to discount rate memberships.

You have a right to receive a copy of the information (both electronic and manual records) Sport Aberdeen hold about you if you apply to us in writing. A fee of £10 will be payable. To receive a copy of this information, you are required to send the request in writing to Sports Memberships, Sport Aberdeen, Broadfold House, Broadfold Road , Aberdeen, AB23 8EE.