

Newport Live Swimming Lesson Credits Terms & Conditions

By paying for swim credits, you are confirming your acceptance to the terms and conditions below.

Definitions

- i. NL: Newport Live
- ii. Us: Newport Live
- iii. Member: The person we accept to become a member of the scheme. If the member is under the age of 18 years, the member's parent or guardian must act as a guarantor for the credits and will be responsible for the payment of the credit scheme.
- iv. You: The member
- v. Scheme: The credit scheme run by NL which you have agreed to join.
- vi. Credit: One single lesson within a block of 10, purchased as a swimming lesson credit. Credit Entitlement One swimming lesson credit purchased includes 10 x 1 coached 30-minute swimming lessons with a qualified instructor per week.

Terms and Conditions

- i. Credits are not transferrable.
- ii. If you choose to leave or complete the program, credits may be transferred across to a family member's account within the swimming program. You will not be entitled to any refund should you wish to remove a member from the program.
- iii. We reserve the right to alter the terms of the Scheme - including these Terms and Conditions - at any time. This may include but is not limited to changing the list of leisure facilities that can be used under the scheme, altering the day or time of a lesson timetable.
- iv. You will comply with the conditions of use applying to each leisure facility. However, if there is a conflict between these Terms and Conditions and the conditions of use for any leisure facility, these Terms and Conditions will prevail.
- v. Newport Live operates a continuous program running through 50 weeks of the year. Members accessing the swimming lesson credit scheme will not lose credits for the 2 weeks we do not operate or when NL cancel any scheduled lessons.
- vi. Each customer accessing the Swimming Lesson scheme via credits will receive a membership card. This membership card will remain the property of Newport Live. Any individual who loses or damages this membership card will be required to purchase a new one.

Starting your Swimming Lesson Credit Scheme

- i. All swimming lesson credits must be paid in advance of any member commencing NLs program.
- ii. You are signing up to a minimum, 10-week agreement, payable by 1 instalment upon joining.
- iii. Your scheme (swimming credits) will not continue beyond the minimum terms highlighted above until you choose to 'top-up' your account.

Holding your Swimming Lesson Credits

- i. NL may allow, at its sole discretion, your Swimming Lesson credits to be held in exceptional cases where a medical condition, serious illness, or serious injury prevents a member from using facilities. We reserve the right to request a medical letter from a doctor to support your request before making any decision.
- ii. Members who request to preserve their credits with a medical letter from a doctor will be removed from the programme to preserve their credits.
- iii. If you would like to hold credits for a non-medical reason, this must be for a minimum of 4 weeks, and you must be removed from the programme to preserve your credits.
- iv. On return to the program, we cannot guarantee a place will be available in your previous class. We will, however, where possible, accommodate you in an alternative class of the same level – this may be on an alternative day, at an alternative time, or at an alternative leisure facility.
- v. If you do not attend a swimming lesson, credits will continue to be deducted from the member's account (e.g., holidays).
- vi. Newport Live will not re-credit any lost credits under any circumstances.

Failure to make a Credit Top-Up Payment for your Swimming Lessons

- i. Failure to make a credit top-up before the last remaining credit is used will result in automatic removal from the swimming lesson program. Top-up must be processed before the start of your last lesson. You will not be able to attend swimming lessons, and no guarantee of space will be given.
- ii. You will be notified to top-up these credits via email / telephone when there are 3, 2 and 1 credits remaining on the account, a payment for these will need to be made as soon as possible to remain within the program, either at the leisure facility or via telephone.

General

- i. These Terms and Conditions do not affect your statutory rights.
 - ii. Any queries relating to Swimming Lesson Credits should be addressed to the Customer Service Team, Tel: 01633 656757. Email customerservice@newportlive.co.uk
 - iii. If NL needs to contact you, we will email, telephone or write to you using the personal data you provided when you joined. If your contact details change it is your responsibility to notify us as soon as possible.
 - iv. If any of these terms are found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable or unreasonable, they shall be deemed severable and shall not affect the validity or enforceability of the other Terms and Conditions.
 - v. These Terms and Conditions are governed by and construed in accordance with English and Welsh Law and the parties agree to submit any disputes to the exclusive jurisdiction of the English and Welsh Courts.
- This is a service agreement.

Newport Live Swimming Lesson Membership Terms & Conditions

You should read and understand the terms and conditions before signing up for a swimming lesson membership on behalf of your child.

Definitions

- i. NL: Newport Live
- ii. Us: Newport Live
- iii. Member: The person we accept to become a member of the scheme. If the member is under the age of 18 years, the members parent or guardian must act as a guarantor for the membership and will be responsible for the payment of the membership.
- iv. You: The member
- v. Scheme: The membership scheme run by NL which you have agreed to join.

Membership Entitlement

The swimming lesson membership includes 1 coached 30-minute swimming lesson with a qualified instructor per week and unlimited swimming for the member during public swim times at all leisure facilities.

- i. Membership is not transferrable.
- ii. At certain times, access to or use of a particular leisure facility or activity may not be possible. You will not be entitled to any refund or compensation should this happen.
- iii. We reserve the right to alter the terms of the Scheme - including these Terms and Conditions - at any time. This may include but is not limited to changing the list of leisure facilities that can be used under the Scheme, altering the activities offered at each leisure facility and varying the times at which the activities may be used. Where a change is proposed that is more than minor or technical (for example, an increase in membership fees) you will be given no less than 5 working days' notice.
- iv. You will comply with the conditions of use applying to each leisure facility, however, if there is a conflict between these Terms and Conditions and the conditions of use for any leisure facility, these Terms and Conditions will prevail.
- v. Newport Live operates a continuous program running through 50 weeks of the year. Members accessing the swimming lesson membership will receive 3 free weeks per annum which will cater for any unplanned cancellations etc. Direct Debit fees are calculated by the number of swimming lessons over a 12-month period therefore this consists of 47 (chargeable) weeks/lessons.
- vi. Each customer accessing the Swimming Lesson Membership via Direct Debit will receive a membership card. This membership card will remain the property of Newport Live; any individual who mislays, loses or damages this membership card will be required to purchase a new one.

Starting your Swimming Lesson Membership

- i. All swimming lesson membership fees due must be paid in advance of any member commencing NLs program.
- ii. You are signing into a minimum, 2-month agreement, payable 1 instalment upon joining, followed by 1 monthly instalment by direct debit.
- iii. You understand that your membership (direct debit payments) will continue beyond the minimum terms highlighted above until you cancel your membership. See Cancelling your Swimming Lesson Membership for further details.

- iv. A pro-rata fee is payable when you first join to allow sufficient time to set up your first Direct Debit with the bank.
- v. A pro-rata payment will cover the period from your first date on the program, to the day preceding your due collection day the following month. Your Direct Debit is a rolling payment and has no 'END' date.
- vi. Direct Debit payments are collected on the 1st of each month or the nearest working day after.

Freezing your Swimming Lesson Membership

- i. NL may allow your Swimming Lesson Membership to be frozen in exceptional cases and at its sole discretion. This may include cases where a medical condition prevents a member from using facilities for a minimum period of one month.
- ii. Any request to freeze a membership due to medical reasons must be supported by a medical letter from a doctor. We reserve the right to request this evidence before making a decision.
- iii. All members who request to freeze their membership will be removed from the programme to freeze their membership.
- iv. Membership freezes will only be applied in whole months, commencing on the 1st of each month.
- v. On return to the program, we cannot guarantee a place will be available in your previous class, we will however where possible accommodate you in an alternative class of the same level – This may be on an alternative day, at an alternative time or at an alternative leisure facility.
- vi. Any request for membership to be frozen should be made at least 5 working days in advance of the direct debit due date.

Failure to make Monthly Direct Debit Payments for your Swimming Lesson Membership

- i. Failure to make your monthly Direct Debit payments will result in your Swimming Lesson Membership being suspended. You will not be able to attend swimming lessons or access swimming during public swim times.
- ii. You will be asked to make the payment as soon as possible either at the leisure facility, via telephone or online.
- iii. Even if your Swimming Lesson Membership is suspended, you are still liable to pay.
- iv. Failure to fulfil your minimum number of payments may result in legal action being taken to collect monies owed. The cost of which will be payable by you.
- v. Should unforeseen circumstances occur, and this affects your ability to pay your Direct Debit please contact the Customer Service Team to see how we

can support you and find solutions for you to be able to maintain your Swimming Lesson Membership.

Cancelling your Swimming Lesson Membership

- i. You can cancel your Swimming Lesson Membership at any time after the minimum term.
- ii. You must cancel your Direct Debit 10 days prior to the collection of your Direct Debit.
- iii. You can cancel in 3 ways
- iv. By calling 01633 656757. You will need to provide a valid email address for the cancellation confirmation to be emailed to you.
- v. By emailing customerservice@newportlive.co.uk You will receive the confirmation of cancellation by email.
- vi. At any Newport Live facility with the reception team. You will receive the confirmation of cancellation by email.
- vii. Failure to cancel by these methods will result in you being liable for additional payments whether you use the activities and leisure facilities covered by your Swimming Lesson Membership.
- viii. You need to keep your confirmation of cancellation safe as this is your only proof that you have cancelled your membership.

General

- i. These Terms and Conditions do not affect your statutory rights.
 - ii. Any queries relating to your Swimming Lesson Membership should be addressed to the Customer Service Team, Newport Live, Regional Swimming Pool and Tennis Centre, Newport International Sports Village, Newport, NP19 4RA. Tel: 01633 656757. Email customerservice@newportlive.co.uk
 - iii. If NL need to contact you, we will email, telephone or write to you using the personal data you provided when you joined. If your contact details change it is their responsibility to notify us as soon as possible.
 - iv. If any of these terms are found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable or unreasonable, they shall be deemed severable and shall not affect the validity or enforceability of the other Terms and Conditions.
 - v. These Terms and Conditions are governed by and construed in accordance with English and Welsh Law and the parties agree to submit any disputes to the exclusive jurisdiction of the English and Welsh Courts.
- This is a service agreement.