

Waterside Community Trust

Terms and Conditions

1. Membership Cards

- Membership cards are proof of membership but not of session or activity payment. They enable members to gain entry to the pool and are swiped on every visit, members unable to show a valid membership card will be asked to pay the standard activity or session price.

Lost or Stolen Membership Cards

- You are responsible for reporting loss, theft or damage of the Membership Card; this must be notified to Waterside Pool team immediately on discovery.
- In the case of loss or damage to the Membership Card, the holder must apply for a replacement for which a charge of £10 may be made.

2. Membership

- Your Membership will be with Waterside Community Trust a registered charity No 1174631, hereinafter referred to as WCT, for the sole use at Waterside Pool.
- Membership cannot be transferred and should not be knowingly used by anyone but the holder.
- Membership enables members to book sessions on-line 8 days ahead.
- Membership provides access to all public swimming sessions plus all water based classes titled on the pool programme as Aquafit classes, organized and run by Waterside Pool team.
- “Usage” entitles a cardholder to one session of an activity at any one time. Cardholders who have not booked (see booking activities point 3) but wish to continue a session are required to report back to reception where, if a session is available, the cardholder may continue with another activity session.
- Public swimming sessions are shown on the current pool programme available at reception or on the website. Where the eligibility criterion is met, entry is also accepted to designated sessions, e.g., include adults’ only sessions.
- Swimming lessons and courses are not a part of the Membership option.
- Membership is valid from the day of purchase for the agreed period.

- Renewal of any monthly or annual membership session or activity fee is at your discretion and is not automatic.
- No part refund will be given on a monthly, six monthly or annual session fee that is part used

3. Booking and paying for Swim and Activity sessions

- Members and non-members can book swim sessions or activities and pay on-line or via the app. Follow the link on the website where you will find a short video about the process.
- Sessions can also be booked at reception during opening hours or by telephone.
- Customers paying by cheque, cash or DD must do so at reception.
- Non-members can only book sessions 7 days in advance their session fee is non-refundable.
- Bookings made on-line or at the centre are not refundable or Transferable, once booking is made unfortunately they cannot be changed.
- If you regularly fail to turn up for sessions or activities, which you have booked, WCT reserves the right to cancel your booking facilities.
- Bookings are limited to a maximum of two consecutive sessions of any activity.

4. Membership session fees paid by Direct Debit

(See Clause 10 for swimming lessons)

- An Interim Payment will be payable in advance, this will be on the day of joining until the 1st of the following month. Amount will be determined by date.
- Unsigned Direct Debit instructions cannot be processed and will be returned to you for completion.
- If your completed and signed mandate is not received within the interim payment period as described your sessions/activities will automatically expire at the end of your interim payment period.
- Direct Debits are set up to be automatically debited from your bank account on the 1st or 15th of each month to cover membership for the whole of that month.
- No refunds are given on part used membership.

- To cancel your Direct Debit payment you must ring 01444449166
- Waterside Community Trust reserves the right to monthly payment if notice has not been given.

5. Fees and Charges

- WCT reserve the right to review fees and charges at any time.
- WCT will give a minimum of 28 days' notice following a review of fees and charges.

6. Termination of Membership

- WCT reserves the right to terminate your membership for any reason we deem reasonable.
- WCT may terminate your membership for various reasons, for example: -
 - If you commit a serious or repeated breach of this agreement or WCT terms and conditions of membership and the breach, if capable of remedy, is not remedied within seven days of notification.
 - If any part of your membership session fee remains unpaid 14 days after the due date for payment.
 - If you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership or to grant any concessionary price.
- WCT reserve the right to retain a proportion of or all the money you paid to us, to cover any reasonable costs, we have incurred as a result. In the case of a membership being terminated due to misuse use no refund will be due.

7. Data Protection Act 1998

- Please note that all information provided will be held on the WCT secure computer system, which is owned and run by the charity. This information will only be used in connection with the administration of the Membership scheme and swimming lessons and any promotional activity relating specifically to those categories.
- Access to your personal information is restricted to the Waterside Pool team who require such access in order to carry out their duties. WCT will not provide any of your personal information to other companies or individuals without your permission. If you have any queries or wish to update your details, please either

telephone on 01983 563656 or put in writing your changes to the General Manager, Waterside Pool, Esplanade, Ryde, Isle of Wight. PO331JA or email enquiries@watersidepool.co.uk

8. Temporary Suspension of Service or Closure

- Where available, WCT will endeavour to give reasonable notice when closing any facility.
- In the event of an emergency or for operational reasons WCT reserve the right to close any facility at short notice without refund.
- If any facility has to be closed for major maintenance exceeding a seven-day period no refunds will be offered. However, the booked session/activity or swimming lesson may be extended for the corresponding period of time.

9. Changes to Terms and Conditions

- WCT reserve the right to make changes to the booking procedure.
- WCT reserve the right to amend the Terms and Conditions at any time; any amendments will be published at the Waterside Pool or on the website.
- Members who do not wish to accept a change may cancel their membership by giving 28 days written notice.
- As a customer of WCT all relevant Conditions of Use will apply.

10. Swimming Lessons

(A) Teaching Policies, Procedures and Parental Responsibilities

1. All WCT Swimming Teachers are Swim England/STA qualified and have the relevant DBS checks before they are allowed to teach.
2. Swimming Teachers will take responsibility for pupils during their swimming lessons, but and parents /guardians are required to remain nearby (poolside viewing or designated viewing gallery) so that if required the parent / guardian can deal with toilet breaks or any behavioural issues. Waterside Community Trust staff will NOT take pupils to the toilet.
3. Parents/guardians must remain on the premises whilst the pupil is attending their swimming lessons. This is imperative in case of the unlikely event of a medical emergency, building evacuation or other emergency situation. It is the parent/guardian's responsibility to supervise/watch their child get to and from their teaching station ensuring a prompt pick up at the end of the lesson. Pupils must be collected promptly at the end of the lesson.

4. Parents/guardians must never distract the teacher during a lesson and should direct all communication through the reception staff. Parents/guardians should not speak with a teacher during the period that lessons are in progress as it is dangerous and will distract the teacher from the supervision of the pupils in their lesson.
5. Pupils can be refused entry to the lesson if they are more than 5 minutes late for a class, as it disrupts the lesson for the other pupils.

(B) Pupil Illness

1. If your child is unwell, we recommend that you do not bring them to their swimming lesson.
2. If your child has been ill with diarrhoea, they should not attend their lesson. To protect others, they should not swim for at least a week after it has completely cleared up.

(C) Swimming Lesson Programme

1. The majority of our 'learn to swim' programme classes are held over a 30-minute timeslot (some advanced and adult classes might be 45/60) which includes time to take registers and assessments.
2. Pupil to Teacher ratios are developed in line with Swim England Guidelines.
3. WCT reserves the right to combine classes as short notice if necessary.

(D) Swimming Lesson Dress Code & Hygiene

1. All children should wear appropriate fitting costumes/trunks and shorts specifically designed for swimming. Baggy costumes/trunks can hamper movement.
2. No jewellery should be worn during a swimming lesson. Religious or medical bracelets are allowed but should not distract the swimmer from their lesson.
3. The use of goggles is permitted but pupils will be asked to remove them if they are providing a distraction and when performing certain skills (unless there is a medical reason for goggles to be worn). We recommend the use of dioptre corrective goggles for anyone with a visual impairment.
4. All swimmers should shower before their lesson. Please ensure that all hair gel/body lotions etc are removed. This will help to keep the water clean. Make sure your child uses the toilet before the lesson commences. Please ensure your child showers after the lesson.

(E) Pupil Progression

1. All pupils on the 'learn to swim' programme work towards the "Swim England Learn to Swim Framework".
2. Swimming Teachers continually assess all pupils' progression throughout the term.
3. Progression of all pupils will be at the judgment of the swimming teacher and in accordance with the progression within the criteria of the "Swim England Learn to Swim Framework"

4. Pupils will be moved up to the next class when they meet the skills criteria required and if there is adequate room in the next Stage for movement to the next Stage.
5. Upon completion of a Stage, the parent/guardian will be contacted explaining that the child is ready to move up to the next Stage via e-mail.
6. Due to the continuous progressive nature of our programme, and the variety of ability levels within each session, we cannot guarantee a specific time slot on progression, as a space within the next stage may not always be immediately available. Those waiting for spaces will be kept in their current stage until a place becomes available.

(F) Swimming Lesson Payment

1. All fees for swimming lessons must be paid in advance of the lessons.
2. Swimming lessons are paid at reception in monthly blocks by direct debit payment.
3. Direct Debit payments are taken on 1st or 15th of each month.
4. New joiners, taking the Direct Debit option will pay a pro-rata payment for any lessons which take place prior to the first Direct Debit being taken.
5. We reserve the right to apply a joining fee where appropriate.
6. One clear calendar's months' notice of the Direct Debit is required via Harlands.
7. Failure to provide the full notice period to cancel your swim school when on Direct Debit may result in Harland's taking recovery action for the outstanding payment.
8. Waterside Community Trust reserves the right to change the price of swimming lessons at any time. Direct Debit customers will be notified in writing with at least 10 working days' notice of any change.
9. For any failed Direct Debits, WCT reserves the right to restrict access to the lessons until a suitable payment has been made for the missed Direct Debit Payment. Under these circumstances Fusion Lifestyle will not guarantee the same space on the existing lesson.
10. Direct Debit payments include one lesson per week at the agreed Stage of lessons for the monthly Direct Debit subscription.
11. The monthly Direct Debit subscription remains the same for each calendar month, regardless of the number of lessons that are delivered during the month. I.e., some months there will be five lessons, while most months there will be four. During December there will two or three lessons depending on the cycle of the year. Over a 12-month period, with 12 equal Direct Debit payments a total of 47 swimming lessons will be available to attend*. (* unless a lesson has been cancelled - please see section (H) below. Where payment is not made by Direct Debit, all lessons must be paid in advance and pupils will be removed from classes once advance payment has expired.

(G) Changing and Moving Lesson

1. You may request a change of time, day or Swimming Teacher and we will try to accommodate your request, provided a space is available. If you cannot be accommodated at that time your child will be added to the movements list.
2. Swimming ability and speed of progression will vary depending upon the swimmer.

(H) Pool Closure and Cancelled Swimming Lessons

1. In the event of a pool closure we will make every attempt to contact our customers as soon as possible. Contact will via e-mail.
2. Customers paying for swimming lessons will be provided with a catch-up lesson to replace the missed session.
3. In the event of a planned pool closure wherever possible you be offered an alternative class to accommodate your lesson.
4. WCT reserves the right to cancel classes should numbers fall below our minimum numbers per group (50% of class capacity). If this happens you will be offered an alternative lesson of the same level.
5. If a pool closure is likely to affect swimming lessons on the long term, every effort will be made to offer space at another pool within the area.

(I) Missed Lessons

1. Lesson fees are non-refundable where the pupil has either missed lessons or decided to withdraw from the programme altogether.
2. Lessons run consecutively; the lesson credits will be utilised as each lesson takes place regardless of pupil attendance (with the exception of pool closure/lesson cancellation).
3. In exceptional circumstances management may exercise discretion on refunds or credit notes but this would only be on production of a medical certificate or documentation from a medical centre, hospital or GP.

(J) Changing Teacher

1. We will use reasonable endeavours to provide the same instructor for each lesson within a course. However, relief instructors may be used without prior notification.
2. We reserve the right to appoint a new teacher at any time and may, at times need to provide an alternative teacher for a class or classes due to illness or for any other unforeseen circumstances.
3. In the event a teacher is away for a long period of time we will try to keep the same cover teacher for the time period where possible.
4. If a teacher is absent, the centre reserves the right to join classes together if considered appropriate and safe according to Swim England guidelines. We would always try to put a replacement teacher in place immediately however, if this is not manageable, we would put the classes together in order to avoid the cancellation. This would be an extremely rare occurrence as additional teacher are usually available to cover any such eventualities.

(K) Communication

1. WCT encourages communication and encourages any issues to be raised with our staff.
2. The duty management team will be the people to resolve any poolside issues. Any problems or issues should be conveyed through them.
3. Questions regarding the progression of pupils should be directed towards the reception staff that will be able to pass on the message to the relevant member of staff, who will then contact you to discuss the pupil.
4. All parents/guardians are required to supply us with a valid e-mail address for quick communication purposes. This is essential so that we can inform you when your child is ready to move up a Stage of lessons, achieved any awards or for any cancellations.

(L) Viewing

1. Parents/guardians are not permitted on poolside but must sit in the spectator's area. Where pool viewing is on poolside, parents must not interfere with the lessons or distract the swimming teachers.
2. WCT asks that all spectators remain in the seating area in order to prevent any unnecessary distractions for the teachers and make every effort to ensure that all footwear is clean, wearing shoe covers when provided.
3. It is difficult for the teaching staff to gain full attention from their pupils if they are being distracted; progress can be affected if children are not fully able to concentrate.
4. No photography or filming is permitted on poolside or in the changing area without the prior approval from the Centre Management.

(M) Behaviour & conduct

1. Parents accept that their child is under the supervision, control and care of the Swimming Teacher, during the lesson period. Should the behaviour of the child be unsatisfactory and the class is being disrupted, the Swimming Teacher has the right to remove the pupil from the class.
2. The teacher may employ reasonable measures as are necessary to maintain the smooth delivery of the class. We reserve 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 arrangements cannot be made, no refund will be provided.
3. If a swim school pupil causes the cancellation of a swim school session or individual class, we reserve the right to apply a penalty for loss of income for this activity. This will be administered and applied at the centre management discretion.

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