



## Terms and Conditions

# THE TERMS AND CONDITIONS WHEN SUPPORTING ACTIVE NATION

Active Nation is the trading name of a registered charity, Active Nation UK LTD (Company Number 03072216), (Registered Charity number 1047742). When we refer to “we” or “us” or “Active Nation” in these terms and conditions we are referring to one or more venues or employees of the Active Nation group. Where we refer to “Supporter” or “Supporters” in these terms and conditions we are referring to Members, who hold a membership and those who visit us and pay for a one-time activity or session.

### BEFORE YOU START

#### 1. Activity Questionnaire

All supporters using the gym or undertaking exercise at Active Nation are required to complete a Health Commitment Statement.

#### 2. Supporter Cards

All Supporters are required to present their supporter card on each visit to the venue. Your personal supporter card can be found on the Active Nation App or on your physical key fob. This should be scanned at the control gates and entry points around the venue each time you visit. The supporter card may only be used by the named cardholder and in accordance with our terms and conditions.

On your first visit to the venue, you will be required to have your photograph taken so we can identify that only the holder of the membership is accessing the facilities. This is to safeguard all our members in relation to health and safety and ensure only those members paying for a membership are being allowed access. We will store the photograph in accordance with our Privacy Policy.

#### 3. Conduct and Clothing

We expect our supporters to behave in a considerate manner and will not accept any inappropriate behaviour towards other members or our colleagues. We reserve the right to refuse admission or impose bans for members behaving in such a manner.

Please dress appropriately for your activity. Clothing should allow movement, and footwear should be clean and suitable for the surface and activity. Working out is *not* about how you look! However, please wear suitable footwear and comfortable exercise clothing in all appropriate areas. Swimwear should be always worn in our sauna, steam, and spa areas.

Take care to keep yourself and others safe, following the guidance for your activity and only use equipment you know how to use. Please report any defects or problems to us immediately and if you are unsure how to use any equipment, please speak to a colleague who will be happy to help.

Treat the facilities with respect, leave activity and changing areas in a state in which you would be happy to find them. We will provide clean and safe facilities that are ready to use. If this is not the case, please let us know immediately so that we can put things right.

Help us to minimise our impact on the environment by using the waste and recycling bins provided. Do not leave taps running or lights on unnecessarily.





#### **4. Sauna, Steam and Spa Areas**

We recommend that you bring 2 towels with you, a workout towel whilst you are using the venues and a fresh one for your shower afterwards.

#### **5. Lockers**

Lockers are provided for the security of your belongings. Please use them and help keep our activity areas tidy by not bringing kit bags, coats (and the kitchen sink!) into the gym and group exercise rooms. Lockers operate either on a coin returnable basis or require a padlock, check with your local venue for which system they operate. We encourage all members to purchase their own padlock and use it each visit.

#### **6. Using the Gym**

You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities you should get advice from a relevant medical professional and follow that advice as detailed in our Health Commitment Statement.

Subject to the final paragraph of this section, we will not be liable to you for any loss or damage you may suffer where the same is attributable to:

1. Your own fault; or
2. A third party unconnected with our provision of services under this agreement; or
3. Events which neither we nor our suppliers could have reasonably foreseen or forestalled even if we had taken all reasonable care.

Nothing in these terms and conditions is intended to limit or exclude our liability for death or personal injury caused by our negligence or for fraud, fraudulent misrepresentation or any other liability which cannot be excluded by law.

#### **7. Photography**

The use of photographic or video equipment is not permitted within the facility unless a permit has been provided. Please contact Supporter Services for details.

#### **8. Change of Details**

Should your personal details change, please notify us immediately. The details we hold for you will be used to communicate electronically or by letter with you as per BACs regulations. You can make changes in your online profile area – “Change Settings”, or you can notify us in venue.

## **PROGRAMMED AND BOOKABLE ACTIVITIES**

#### **1. Courts, Group Exercise Classes, Crèche etc.**

These activities are bookable in advance. ‘Pay As You Play’ Supporters may book up to 7 days in advance, Supporters with a membership may book up to 8 days in advance. The activity will require payment at the time of booking unless it is included free of charge within the supporter membership.

#### **2. Cancellations**

Should you need to cancel a booking; we request that you notify us as soon as possible. On notification of a cancellation, we will attempt to re-sell your booking place, if successful a refund will be issued, if we are unable to re-sell the place you will still be charged the standard rate (for those with a membership, a ‘no show’ charge equivalent to the standard rate will be issued).





- All cancellations for bookings should be made via your personal Active Nation account, either via the Active Nation App or via your online profile area.
- All Group Exercise Class bookings cancelled within 2 hours of the class start time will receive a late cancellation fee of £5.00. This fee will be added to your account and will be required to be paid in full prior to any further bookings being made.
- Failure to give notice in accordance with the terms listed above, on three bookable class or course activities within a 3-month period, will result in the loss of booking privileges for a period of 28 days.
- Should we be unable to fulfil your booking or appointment, we will make every effort to give you at least 24 hours' notice and reschedule your session.

### **3. Young People**

Supporters aged 11-15 years are permitted to use the gym at off-peak times under the supervision of a parent or adult aged 18 or over. Unaccompanied use of the gym for Supporters aged 11-15 years is restricted to programmed sessions under the supervision of an Exercise Coach.

## **SUPPORTER DEFINITIONS**

### **1. Family Add-On**

An additional member may be added to certain membership categories and qualify for a reduced fee. In such cases, the membership fee, if paid by Direct Debit, will be collected from one bank account only.

### **2. Student**

To be eligible for a discounted rate on certain activities, or a membership, a student must be over the age of 16 and in full time education with a valid student identification card.

### **3. Senior**

To be eligible for a discounted rate on certain activities, or a membership, Senior Supporters must be over the age of 65 with a valid identification card.

### **4. Off-Peak**

Some use of venues for Supporters is restricted to off-peak times. These are published locally and are subject to variation.

### **5. Availability**

Some categories of memberships may not be available at all Active Nation venues. Some activities are not available at all venues. Please ask at Supporter Services.

### **6. Proof of Eligibility**

Proof of eligibility will be requested for all categories of subscription, at point of purchase and annually.

### **7. Concession adult gym Memberships**

Members will have access as per our standard fitness adult memberships at a reduced rate. Additional venue usage upgrade is not available on this option. Age 16+. Evidence of concession entitlement is required with purchase.



Concessions are available for:

- Seniors aged 65+.
- Students aged 16-18 inclusive.
- Those aged 19 and over where in full time education.
- Members in receipt of Universal Benefits (excluding Child and Working Tax Credit), or Full Time Carers Allowance.
- Emergency Services personnel including NHS and Armed Forces.

## TERMS AND CONDITIONS OF DAY PASSES

- Pass is valid for 1 day's use.
- Available for over 16's only.
- To validate your pass, simply ask your guest to show at Supporter Services. Please bring one proof of ID with you that confirms your age.
- Free pass entitles the user to unlimited use of the gym, pools, and classes at their chosen venue.
- One pass per person in any one 12-month period.
- The same individual cannot redeem the pass on multiple occasions.
- All those wishing to use a "day pass", either paid for, or as a free guest where available, must complete a full supporter application. A valid email address must be provided.
- All customers wishing to use the gym must complete a Health Commitment Statement.
- All classes and activities must be booked in advance. Classes are subject to availability.

## TERMS AND CONDITIONS OF MEMBERSHIPS

### 1. Supporter Agreement

The decision to enter into this agreement remains at the sole discretion of Active Nation, who reserve the right to verify or require proof of all information provided by the Supporter.

Should the Supporter provide any fraudulent or wrongful information, Active Nation reserve the right to terminate this agreement.

Memberships commence upon the receipt of the Start Up Fee and on the date of the agreement. This agreement shall be considered legally binding between Active Nation and the Supporter.

### 2. Marketing and Data Protection

The provision of the Supporters details implies the acceptance of the terms and conditions of the Data Protection Act. All data is held in accordance with our GDPR policy.

By visiting any Active Nation venues, Active Nation may use any photograph or video of a Supporter taken inside the venues or at any activity hosted by Active Nation for promotional purposes related solely to the advertisement of their business.

### 3. Your Health

Supporters will be required to complete a Health Commitment Statement annually to warrant that they are in good health and know of no reason why they should not safely participate in exercise.



#### **4. Money Back Guarantee**

A 14 day money back guarantee is offered to all new Supporters. All monies paid in respect to memberships or swimming lessons will be refunded in full should you, for whatever reason, wish to terminate this agreement within 14 days of becoming a Supporter. A money back guarantee must be requested in writing, via email, to [Memberships@activenation.org.uk](mailto:Memberships@activenation.org.uk). Swimming lesson memberships are non-refundable after 14 days and are non-transferable to other individuals. We reserve the right to retain any administration fee.

#### **5. Fees and Charges**

You can choose how you pay for your membership with us. A monthly direct debit can be set up with your bank. The payment will come out of your bank on the 1st working day of each month. Alternatively, you can pay for 12 months in advance. All members whether paying annually or by monthly direct debit, will pay a start-up fee that will cover the administration of your membership and your introduction to your activity.

For our Direct Debit members, we collect on 1<sup>st</sup> of each calendar month or the nearest working day after this. If a direct debit is returned by your bank unpaid, we have the right under BACS regulations to re-present a request for this payment at any point without notice but within one month of the original charge.

We offer heavily discounted non-refundable Annual Memberships for customers wanting to commit for 12 months; this membership cannot be cancelled or transferred once purchased. Only one promotional offer can be claimed each calendar year and the 14 day money back guarantee cannot be used as a mechanism to re-join on a new promotional offer.

If you fail to pay any monies within your agreement or if any Direct Debit 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 £20.

A membership may only be used by the named person who holds the membership record. Should any other person be found to be using a membership held by another, the membership will be at risk of being blocked or further access to venues denied. Usage will be monitored and if abused, the membership may be cancelled with no refund provided for any unused part of the membership.

We reserve the right to terminate a membership at any time without notice.

Start up fees are payable at the point of becoming a supporter and cover our reasonable administration costs. A pro-rata payment is the amount required to cover the period from the day of becoming a supporter to the date of the first Direct Debit collection.

Some categories of membership may not be available at all venues, please contact your venue directly for more details.

To qualify for certain memberships, you are required to provide evidence of eligibility. Should this evidence not be presented, you will be required to pay the standard rate.

Late cancellation and no show of group exercise classes will incur a penalty, outlined within Programmed and Bookable Activities: Section 2.

#### **6. Supporter Holidays – ‘Freezing’**

As a benefit to Direct Debit and RCP memberships only, we offer the opportunity to temporarily suspend or ‘freeze’ your membership in the event of working away or serious illness or injury. This benefit is available for a minimum of three months up to a maximum of six months and carries a reduced fee of £5.00 per person per month. This benefit is for monthly direct debit and RCP fitness memberships only as we cannot hold swimming lesson or course spaces open unless supported with a valid medical exemption from a medical professional.



Freezes can only commence after the first three direct debit or RCP payments have been taken. Any promotional offer or discount period attributed to the freeze period will not be extended. To activate this benefit, please request a suspension of your membership by emailing [memberships@activenation.org.uk](mailto:memberships@activenation.org.uk) before the 15<sup>th</sup>\* of the month to be effective the 1<sup>st</sup> of the following month, as we will need to agree to the term of the freeze.

Freezes are not applicable to annual subscriptions.

Please note, at the end of the 'freeze' period, your monthly Direct Debit or RCP will revert to its original fee. This facility is offered at the discretion of Active Nation.

*\*For months containing UK bank holidays, this date may be subject to change.*

## **7. Refunds and Transfers**

Supporter fees are non-refundable and non-transferable.

Discounted, promotional or concession rates on memberships are excluded from any further discount obtained through a third party offering or other types of discounted offer.

Where a member requests to move to a new membership, any discounts or promotion will be not be transferrable. This includes any Price for Life promotion which is linked to the purchased membership subscription only.

No refund of membership fees will be made if a facility or an activity is withdrawn from the venues programme.

Active Nation will not be liable for any other expenditure incurred or loss sustained by the member arising from the cancellation.

A minimum of 30 days' notice is required when requesting a refund for activity camps, birthday parties and block bookings. Such requests are to be made in writing to the General Manager with original proof of purchase.

For other hire, application for refunds must be made in writing to the General Manager stating the details of refund requested and with proof of purchase where appropriate.

No part session refunds/credits are available.

Should you wish to return any retail product, on proof of purchase, we will exchange the item or provide a full refund, provided the item is unwashed, unworn and unused, within its original packaging, ready for resale. This will be valid for 28 days from the date of purchase. If any retail product is found to be faulty, on proof of purchase we will exchange the item or provide a full refund. This does not affect your statutory rights.

## **8. Prices**

Prices may be reviewed during any twelve-month period, and we undertake to provide at least 7 days' notice, via email, of any price change.

## **9. Personal Trainers**

Some Personal Trainers within our venues operate on a self-employed basis. Any service they provide to you constitutes only a contract between you and the trainer. We accept no responsibility for any breach of contract or negligence caused by a personal trainer.

## 10. Disruption

It may be necessary to undertake essential maintenance to the facility and its equipment at any time. Every attempt will be made to provide advance notice and to minimise disruption and inconvenience.

Compensation in the form of use of alternative venues, activity vouchers, or pro rata refunds may be offered where disruption is significant and set to continue for an extended period. Please note that this will not apply where disruption is caused by adverse weather conditions.

We cannot be held responsible for service or equipment that is unavailable due to breakdown or fault.

We may alter the hours of business, activity programme or pricing and reserve the right to refuse admission.

We reserve the right to offer recompense only in the event of full and prolonged closure at our sole and absolute discretion.

## 11. Personal Property, Illness, Injury and Death

We do not accept responsibility for the loss, or damage to, property on the premises, nor do we accept responsibility for illness, injury, or death on the premises, unless caused by our own negligence.

## 12. Specific terms for particular memberships

### Junior memberships

Members aged 11 to 15 will have access to the Gym and Public and Lane Swimming for use only at the venue where purchased plus our venues with the same price point or below. A 7-day advance booking for Gym and Swimming is standard and only one gym session can be booked per day.

Children aged 11-13 can have supervised fitness team sessions whilst those aged between 11-15 can be supervised by a legal guardian aged 18 or over (Note: the legal guardian must be a current gym member). Includes group exercise classes suitable for ages 14+ (where available). Additional venue usage and 14-day advance booking upgrades are not available on this option. Some standalone equipment may not be used by children aged between 11-15.

### GP Referrals

Members will have access to the Gym and Public Swimming for use only at the venue where purchased but must follow the exercise routines as prescribed by their GP referral instructor. A 7-day advance booking for Gym, Classes and Swimming is standard. Evidence of referral from a medical professional is required with purchase and this product is only available in venue and not online. Additional venue usage upgrade is not available on this option. Age 16+ only.

### Climbing

Single venue or multi-venue options available. Available as DD and Annual. Adult and Junior memberships with access to casual climbing sessions. Advance booking required.

### Athletics (Track)

Single venue access only. Available as DD and Annual. Adult and Junior memberships with access to public track sessions. Advance booking required.

Some categories of membership may not be available at all venues or offerings may differ. Please contact your Venue directly for more information.

## TERMINATION

### 1. By the Supporter

As a valued Supporter, you have complete control over your membership with us. Although we would like exercise to be a long-term habit for you, we do recognise that many people's circumstances change. In such an event, should you wish to terminate your support you must notify us in writing 30 days prior to your next scheduled payment. Cancellation requests must be made via email to [memberships@activenation.org.uk](mailto:memberships@activenation.org.uk).

We reserve the right to collect any monies outstanding in the event of this clause not being upheld. Cancelling directly with the bank and thus not providing 30 days' notice will result in a late payment fee being debited to your membership account and we reserve the right to enforce the failure of 30 days' notice via debt collection processes.

As we offer a heavily discounted Annual Memberships for members wanting to commit for 12 months, this membership cannot be cancelled once purchased.

### 2. By Active Nation

Active Nation reserve the right to terminate this agreement if the Supporter's conduct is considered to be injurious to the character, name or interest of the organisation or other Supporters. The agreement may also be terminated if there is any breach of regulation or condition that may exist from time to time, or should fees remain unpaid 15 days after the due date.

In the event of termination, the supporter will have no entitlement for any refund.

### 3. Consumer Rights

The terms of this Agreement do not infringe upon any other legality enjoyed by the Supporter under the terms of any consumer legislation or the Direct Debit Guarantee.

### 4. Law

Relevant UK law shall apply to this contract and the relevant courts of the UK shall have exclusive jurisdiction to deal with any disputes arising in relation to it.

### 5. Right to Amend Terms and Conditions

Active Nation reserve the right to amend the terms and conditions of memberships. We undertake to provide at least 14 days' notice of any amendment or change.

## TERMS AND CONDITIONS OF FACILITY HIRE

### 1. Payments and Bookings

1. The hirer shall be responsible for payment and any other charges to do with the hire.
2. The hirer shall not assign or sub-let the right to use the facilities and must only use the facility for the agreed purpose on the booking form.
3. On occasion, a non-refundable booking deposit of 25% – 50% of the total balance may be required to secure your event (this may vary per venue and per booking). The remaining balance must be paid in full at least 30 days before your event (may vary per venue). Failure to do so may result in cancellation at the manager's discretion.





4. For Activities and Parties, full payment will be made at the time of booking. Each Birthday Party will have a set number of children included in the party fee. Any additional children will be charged at a further fee.
5. Functions booked will need to be paid in full at the time of initial booking.
  
6. Pool Safety and Admission Rules apply and are displayed within Supporter Services areas and set out within these Facilities Terms and Conditions.
7. Children under the age of 8 years must be supervised by their parent, or adult aged 18 or over (with a maximum of 2 children to 1 supervisor in the swimming pool water). Some ratios differ per venue and therefore must be adhered to.
8. It is the Parents or Responsible adult responsibility to provide arm bands or flotation devices for any child who requires these aids.
9. Poolside safety rules are displayed in the pool hall for reference. Users must adhere to the 'Attention! Pool Safety' signage rules always whilst using the pool.
10. For Swimming Lesson participants with medical conditions that may require additional supervision/support, please ensure a relevant Parent/Guardian remains and views the lesson to provide that additional supervision/support.
11. Pool sessions may operate during busy periods where coloured bands are issued upon arrival at Supporter Services. Your session band colour will be called out via the pool announcement system to signify the end of your session. Customers must leave the pools swiftly at the end of their swim session.
12. Invoices must be paid within 14 days of receipt. Failure to do so may result in your booking being cancelled.
13. A late payment charge may be added to the account if the invoice is not settled within 14 days.
14. Any accounts in arrears will prevent further bookings being taken for any other Active Nation venue until the balance has been paid in full.
15. We reserve the right to review prices and will notify customers with a minimum of 3 days' notice.
16. Booking confirmation will only be given once all relevant registration forms are completed and payment has been received.
17. Where children are new and are not existing members of Active Nation, the parent or guardian must provide any medical information as part of the registration, as well as emergency contact details including mobile phone and email information.
18. Activity Camps offering swimming MUST have a parent authorisation acceptance prior to the day of the activity camp. The parent MUST also indicate the swimming ability level of their child on the booking form.
19. Pool Swimming Parties for children under the age of 8 years MUST have a ratio of 2 children per 1 adult. The Under 8 Supervision Form MUST be completed and signed by the Parent or Guardian prior to the start of the party.
20. Active Nation will charge an additional fee for any damage caused (accidental or deliberate) by event/activity attendees and/or participants in order to repair or replace items. Any additional repair or necessary replacement undertaken by Active Nation as a result of the event shall be charged and payable within 14 days. If a debt collection agent is used to recoup money owed to Active Nation, then you will be charged for the agent fees.
21. Set up and down of equipment will be undertaken during your hire time.
22. No equipment can be stored onsite without the written consent of the General Manager, and this may be subject to a charge.
23. The following must not be brought into the premises without the written permission of the General Manager:
  - Crockery and glass
  - Pets (except guide dogs)
  - Food, drink or retail items
  - Electrical equipment
  - Hazardous substances





## 2. Cancellations and Refunds

These are covered within Section 7: Transfers and Refunds.

## 3. Catering

1. The provision of all food and refreshment will be the venues nominated caterer in all buildings, unless otherwise authorised by the General Manager.
2. Where the venue does not provide catering, own packaged food can be organised and brought to the venue provided food allergen information is provided by the parent.
3. Active Nation accept no responsibility for food brought onto the premises by the parent and/or children.
4. Any catering brought into venue will face a cleaning surcharge for your event.

## 4. Conduct

1. Active Nation seeks to maintain high standards throughout its venues and expects all users and hirers to contribute to this. All hirers will be held responsible for any damage caused by event/activity attendees and participants. The hirer must ensure that all attendees and participants abide by Active Nation standards and rules.
2. The hirer must ensure that all event/activity attendees and participants show consideration towards residents living near the venue – particularly during the evening – and members. Noise levels will be kept at a level which is acceptable and will reduce noise levels immediately if instructed by an Active Nation colleague.
3. All areas shall be left clean, tidy and free from damage. Any additional cleaning, waste removal, repair or necessary replacement undertaken by Active Nation as a result of the event/hire/activity shall be charged to the hirer and payable within 14 days.
4. Appropriate clothing must be worn for all activities. Outdoor shoes must not be worn on poolside or in wet side changing areas. Non marking soles must be worn in all activity areas.
5. Due to high demand for facilities at certain times, we cannot guarantee access to all facilities immediately.
6. The hirer shall be liable for any additional expenses incurred by Active Nation if the event/activity overruns.
7. The hirer shall not grant sound, television broadcasting or filming rights without prior conditional consent from the General Manager.
8. Any accident, injury or damage must be reported to the Duty Manager immediately.
9. You must only park in the designated parking places and only cars displaying disabled badges may park in the disabled parking bays.
10. Any photography or video recording **MUST** be reported to Supporter Services whereby you will be asked to fill out a form and a permit will be issued by the Duty Manager on site.
11. The centre and third parties may carry out general filming and sound recording. Admission to the centre signifies your consent to them being used in perpetuity and in all media without any rights to payment.

# TERMS AND CONDITIONS OF CLUBS AND REGULAR BLOCK BOOKINGS

1. Your booking is only confirmed when you receive written confirmation from the venue.
2. Acceptance of your booking does not guarantee further bookings.
3. Clubs and Events Hirers are reminded to ensure they understand their own obligations under the Health and Safety at Work Act etc Act 1974 and relevant legislation.
4. You must confirm, prior to your first session, you have:
  1. Details of all coaches, including first aid, coaching qualifications and DBS checks.
  2. Affiliation details the club has with the governing body, if applicable.
  3. Insurance for public liability covering £5,000,000.
  4. The hirer should ensure that suitably qualified persons appropriate to the activity shall be in attendance at all times.





5. Active Nation colleagues are not authorised to accept responsibility for the safe keeping of any money or goods. The hirer must communicate this to all attendees.
5. All bookings will need to be renewed annually, it is the hirers responsibility to complete a new booking form.
6. It is the hirers responsibility to notify the site of any change in contact details for the booking.

## TERMS AND CONDITIONS OF SWIM LESSONS

A monthly direct debit will be set up with your bank. The payment will come out of your bank on the 1st working day of each month, or the nearest working day after this.

Members paying by monthly direct debit will also pay a pro rata payment. The collection from your bank will always be for the lessons to be taken in the next calendar month. This protects your place on your chosen lessons. All members who have swimming lessons or courses with us can enjoy free public swimming sessions at all venues with pools, all year-round. (Note: Those under 8 years old must be accompanied by a paying adult.)

### 1. Parents Guidelines

1. Parents/Guardians must be present whilst their child is participating in a swimming lesson.
2. In the interests of health and safety, parents are NOT permitted onto the poolside.
3. The use of swimming goggles is permitted but we ask that parents/carers of young children fit the goggles prior to the start of the lesson.
4. Your place will remain secured providing you continue to pay in advance at the appropriate re-payment period or continue to pay your monthly Direct Debit subscription.
5. Parents/carers are not permitted to leave the venue whilst their child is participating in a swimming lesson.
6. Pupils are requested to arrive on poolside 5 minutes (but no earlier) before the start of the lesson.
7. Parents/Guardians are requested to deliver their child(ren) on poolside to their lesson and to collect them from poolside at the end of each session. Students must be made aware that in the unlikely event their parent/guardian fails to collect them, they must contact the lifeguard immediately (Colleagues wearing yellow shirts).
8. To prevent embarrassment, please ensure that young children have visited the toilet prior to the start of the lesson.
9. The effort required within a swimming lesson can often be quite demanding. We do not recommend, therefore, undertaking any physical activity immediately prior to the lesson.
10. Approximately 5 minutes of each lesson may be allocated to administration of the lesson: the provision of information and recognition of achievement.
11. Children who misbehave during a lesson will be returned to the care of their parent/carer.
12. We are keen to see all members' progress but please remember that children, particularly, develop at different rates. To track progress, please refer to the Home Portal in your child's GoLearn Profile.
13. It is not always convenient for teachers to discuss student progress on the poolside at the end of each lesson. However, should you wish to discuss any aspect of a child's swimming progress, please ask to speak to the Swim Manager or contact Supporter Services.
14. For Swimming Lesson participants with medical conditions that may require additional supervision/support, we recommend a relevant Parent/Guardian remains and views the lesson to provide that additional supervision/support. It may be required that a parent/carer enters the water to support children with specific medial conditions.

### 2. Scheme Information

Where considered necessary the Charity reserves the right to change the course details, i.e. day, time, course, instructors etc. without prior notice.

All places booked on the swim scheme must be paid for in advance and, therefore, bookings cannot be taken without prior payment.



### **3. Cancellation of Lessons**

Our Swim School programme runs for 50 weeks a year. Over those weeks we guarantee a minimum of 47 lessons per calendar year subject to lesson cancellations/pool closures. Each year we have a scheduled Christmas break for two weeks. Twelve equal, monthly payments are taken by direct debit – no discount is provided for the Christmas break or for lessons which may be cancelled for circumstances beyond our control. On occasions when lessons must be cancelled, catch up sessions will be provided at alternative times.

Any more than 3 cancellations may result in a refund of the lesson cost, at the complete discretion of Active Nation.

### **4. Freezing**

Swimming Lessons cannot be frozen.

### **5. Refunds**

These are covered within Section 7: Transfers and Refunds.

Claims for refunds will not normally be considered. However, certain medical circumstances may have merit, and these cases will be dealt with if put in writing with certification to the General Manager whose decision will be final.

### **6. Health and Safety**

In the interests of health and safety no jewellery will be allowed during lessons except where medical or religious reasons exist. In these circumstances this situation should be brought to the attention of the Swim Manager and the teacher.

Children who misbehave during their lesson will be returned to the care of their parent/guardian immediately.

In the event of a fire the swimming instructor will supervise your child and remain responsible for them during evacuation to the muster point.

### **7. Student Health**

Medical conditions and additional needs should be reported to the Swim Co-ordinator at the time of enrolment.

## **TERMS AND CONDITIONS FOR OUTDOOR ACTIVITY CENTRES**

### **1. Booking:**

All activities need to be pre-booked (unless otherwise stated) and bookings can be made by telephone, email, in person or online. Active Nation will issue a receipt upon request. We reserve the right to decline any booking at their discretion.



## 2. Payments and Fees:

All activity fees are inclusive of VAT (where chargeable) unless otherwise stated. Active Nation reserve the right to review their pricing at any time. Active Nation reserve the right to withhold without limitation all future bookings and venue access until full payment of the booking charge is received.

Invoiced bookings must be made within the time specified on the invoice. For school and group bookings, invoices may be issued earlier but are payable within 30 days of the activity commencement date.

All areas shall be left in the state they were found prior to the booking. If any additional cleaning, waste removal or repairs are necessary, beyond what is reasonably expected for normal business, additional charges are payable within 14 days.

## 3. Changes, Cancellations, Transfers and Refunds:

**Outdoor Sports Centre:** cancellations within 48 hours of booking commencement date are chargeable at the full rate and are non-refundable, although alternative dates may be agreed at the discretion of the venue team. All cancellations must be followed up in writing to [sportscentre@activenation.org.uk](mailto:sportscentre@activenation.org.uk).

**Alpine venues, SWAC and Woodmill:** cancellations within 30 days of the activity commencement date are non-refundable.

Should Active Nation be unable to fulfil a booking, every effort will be made to give at least 24 hours' notice and reschedule the activity.

Bookings operate in all weather conditions. Active Nation will use reasonable endeavours to ensure activities take place. However, they reserve the right to change an activity due to equipment failure, adverse weather conditions, safety risks or if booking numbers fail to reach a viable minimum. Active Nation, at its discretion, can cancel a booking or stop participation on the grounds of age, ill health, inexperience or the suspected influence of alcohol or drugs, or irresponsible or abusive behaviour that may affect the safety of any person. Where such circumstances occur, Active Nation will not be liable to pay a refund, expenses or compensation.

For transfers onto another booking or date, decisions will be made on an individual basis. An admin fee may be chargeable.

Requests to change group size numbers must be submitted at least 30 days prior to the activity commencement date. Active Nation will inform the Customer of its acceptance or rejection. Additional numbers will be charged at the original booking. For a reduction in numbers the Active Nation reserves the right at its own discretion to charge for the number previously confirmed. It is strongly advisable that if participant numbers are likely to fluctuate, that bookings are made for a minimum number of participants, with more added later, rather than removed.

For every 5 minutes that a booking overruns, late penalties are chargeable which are dependent on the individual activity. At the Outdoor Sports Centre, a 10% pro rata charge is calculated for every 5 minutes that a booking overruns.

Payments made within venues must be made by card. Cash will not be accepted.

## 4. Safety, Rules and Responsibilities:

All participants shall listen carefully to, and follow, the rules of the individual venue and specific activity. Some activities require the watching of safety briefing videos, receipt of group medical information, mandatory disclaimer signing and pre-participation questionnaires. Refusal to pay





adequate attention to safety briefings, send medical summaries, sign disclaimers or complete questionnaires will lead to non-participation. It is the responsibility of the participant to declare any changes to medical conditions or circumstances that occur between the time of declaration and activity commencement.

Active Nation may supply participation consent forms for all participants less than 18 years of age for their Parent(s)/Guardian(s) to complete. No participation can be granted unless this form is completed and received.

Participants shall not interfere with the enjoyment of any other person in venue.

For water activities at SWAC and Woodmill, water confidence is necessary.

All activity group sizes are generated based on a staff: participant ratio. Group leaders are included in this ratio.

Any specific equipment handed out by the venue must be handed back to the venue on the same day, within stipulated opening times. Failure to do so will incur a replacement or late drop off charge.

**Residentials:**

All pastoral care is the responsibility of the teacher or group leader for the entire duration of a stay, unless otherwise stated. No alcohol is permitted during overnight stays, nor are inebriated customers.

All areas must be returned to their original state or as previously stipulated, charges will be incurred.

Gates will be closed by Active Nation staff at 9.30pm and non-authorized guests will not be allowed on site after this time. Should you need to open gates after this time, you must speak with the Duty Manager or nominated point of contact.

Active Nation reserve the right to allow multiple residential bookings for other site users, facilitated by the on-site duty team.

**Other things you may need to know:**

No food is to be cooked on site. Any bookings that wish to provide their own catering must discuss this with the venue team before the booking is made. The use of photographic or video equipment is not permitted within changing rooms, toilets or activity areas.

Active Nation shall inform organisations prior to booking of any pre-requisites of participation which may include without limitation, the holding of qualifications, particular fitness levels or minimum ages.

Active Nation may remove and store any property left by a participant after the completion of a booking, which will be disposed of after 7 days should it not be claimed and a collection date be arranged. Clubs, organisations or individuals may not store equipment or other objects onsite, or within buildings/containers, without written consent from a member of management at the venue. Active Nation reserve the right to ask that items are removed from site. Active Nation do not accept responsibility for the loss or damage to property on our premises, nor do Active Nation accept responsibility for illness, injury or death on the premises, unless caused by their own negligence.

Personal information requested by Active Nation at the time of booking will be held securely and not divulged to any other parties. Information supplied by the organisation may be used for future correspondence about offers either by post, text, phone call or email.

Smoking is not permitted inside or on the grounds of any Active Nation facility.

Relevant UK law shall apply to these terms and conditions and the relevant courts of the UK shall have exclusive jurisdiction to deal with any disputes arising in relation to it.





ACTIVE NATION

Participation in activities entails varying forms of residual risk. All staff employed by Active Nation are trained and appropriately qualified to run activity sessions and will at all times proceed in a manner to limit the risk of injury. However, organisations, clubs and participants need to accept that accidents and injuries can happen.

## TERMS AND CONDITIONS FOR MARKETING

In order to ensure the very best levels of supporter service, all registration details are held in our main database but are not shared with any third parties. All data is held in accordance with our GDPR policy.

This website uses cookies. We use cookies to personalise content and ads, to provide social media features and to analyse our traffic. We also share information about your use of our venue with our social media, advertising and analytics partners who may combine it with other information that you've provided to them or that they've collected from your use of their services.

Cookies are small text files that can be used by websites to make a user's experience more efficient.

The law states that we can store cookies on your device if they are strictly necessary for the operation of this venue. For all other types of cookies, we need your permission.

This website uses different types of cookies. Some cookies are placed by third party services that appear on our pages.

You can at any time change or withdraw your consent from the Cookie Declaration on our website.

Learn more about who we are, how you can contact us and how we process personal data in our Privacy Policy.

Please state your consent ID and date when you contact us regarding your consent.

Your consent applies to the following domains: [activenation.org.uk](http://activenation.org.uk).

## TERMS AND CONDITIONS FOR ENQUIRIES AND FEEDBACK

For all direct debit membership administration enquiries, you must contact us in writing by emailing [memberships@activenation.org.uk](mailto:memberships@activenation.org.uk).

For all other member enquiries and activity bookings please contact us using the appropriate option on our website or contacting your venue directly.

Active Nation memberships, events and activities are designed to provide an enjoyable and high-quality experience for those attending. We welcome your feedback. If you wish to speak to someone regarding the level of service, please talk to the Duty Manager immediately.

Any complaints are only accepted in writing, via our website [www.activenation.org.uk/feedback](http://www.activenation.org.uk/feedback).



[www.activenation.org.uk](http://www.activenation.org.uk)



ACTIVE NATION

## TERMS AND CONDITIONS FOR PRIVACY POLICY

For details of how Active Nation UK LTD uses the personal information you provide, please see our Privacy Policy, on our website.

## TERMS AND CONDITIONS FOR LAW AND JURISDICTION

These Terms of Use shall be governed by and construed in accordance with the laws of England. Disputes arising here from shall be exclusively subject to the jurisdiction of the courts of England and your use of the site confirms your agreement to this jurisdiction. Any cause of action you may have with respect to your use of this site must be commenced within one (1) year after the claim or cause of action arises.

If any of these Terms of Use is determined to be illegal, invalid or otherwise unenforceable by reason of the law of any state or country in which these Terms of Use are intended to be effective, then to the extent to which that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted from that clause and the remaining Terms of Use shall survive and continue to be binding and enforceable.

**Last updated:** October 2024.



[www.activenation.org.uk](http://www.activenation.org.uk)