

SPORT SWANSEA GYM & CLASS AND POOL PLUS MEMBERSHIP PROMOTION TERMS AND CONDITIONS

1. INTERPRETATION

All references to 'you', 'your' and 'yours' are references to the individual completing the Sport Swansea application form.

All references to 'we', 'us' and 'our' are references to Wales National Pool Swansea (WNPS) and Sport Swansea (SPS)

'The Manager' refers to the Manager of WNPS at the time and includes any other employee that may be acting on the manager's behalf.

'The Agreement' means the Sport Swansea Membership Agreement entered into between you and us, incorporating the Sport Swansea Scheme application form, medical disclaimer, these terms and conditions and WNPS rules.

Customers:-

. A 'Prepaid Customer' is a person who pays the Membership Fee annually in advance.

FEES

'Membership Fee' is the WNPS/SUSV fee for the Sport Swansea gym membership promotions. WNPS/SPS Membership Fee is payable either in full in advance or monthly in advance by direct debit.

We reserve the right to review the subscription fee at any time.

2. GYM MEMBERSHIP PROMOTION DURATIONS

2.1 GENERAL MEMBERSHIPS

The Sport Swansea membership is available to join for a Single Semester or Double Semester (student only), Annual (12 months) or single month all from the date of joining and as per the Semester dates noted on the application form. The period commences the day following receipt of the Membership fee for the period of the option chosen.

SPS closes for Bank Holidays and exercises an ongoing maintenance and inspection programme, which may affect opening hours. Customers are not always permitted to use facilities when WNPS or SPS are hosting major events. WNPS and SPS will give adequate notice of these events, and no extension of the Student Sports Village Plus scheme or monetary compensation will be made.

A Sport Swansea Pool Plus Membership card for use at WNPS will be issued to you upon subscription, and will remain the property of WNPS. If this agreement is terminated for any reason, then you must return the card to WNPS. For use of the SPS facilities, you will be required to present your student card. If this agreement is terminated for any reason, then your card will be deactivated.

2.2 - 15% Off

The 15% off offer on all Sport Swansea Membership - Annual and Student Double Semester will be available from 24 August - 31 October 2020. These memberships are subject to the cancellation policies in section 4.

15% will be given to all Direct Debit or Payroll memberships purchased on a 12-month commitment between 24 August - 31 October 2020. The 15% off discount will be effective from month of purchase to 31 December 2020 when it will revert to the base price of £22.00 for a Gym & Class membership or £27.50 for a Pool Plus membership.

2.3 - Two Month Student Offer

Entitles the purchase of a two-month student Gym & Class membership for £28.50 or Pool Plus membership for £39.50. This offer is valid from 24 August - 31 October 2020. The activation date will begin from date purchased and will be for 62 days. Upon expiry, members will be notified with options to purchase a different SPS or WNPS Membership.

3. YOUR OBLIGATION

Membership fee payments.

Compliance with Wales National Pool Swansea and Sport Swansea terms and conditions and rules, (attached 10 GENERAL POINTS).

All equipment and facilities are to be used in accordance with all usage instructions. The equipment and facilities must not in any way be abused, and you must always conduct yourself in an orderly manner so as not to interfere with other customer's use or their enjoyment of the facilities. Gym users should seek advice from gym staff as and when required.

4. CANCELLATION BY YOU OR US

Prepaid customers will not receive a refund of the Membership fee or any part of it if they wish to cancel the agreement early, ahead of the membership period.

Any member pay monthly through Direct Debit or Swansea University Payroll are subject to a minimum 12-month contract. Following that 12-month period any members wishing to cancel can do so with 30 days written notice by the 10th of each month.

Members are obligated to make the minimum number of Direct Debit or Payroll periods stated, with the first being paid on the 1st payment date then every month thereafter. Payments are obligated to be made regardless of non-attendance unless otherwise stated or where the cancellation terms stated are met.

If you fail to abide by the terms and conditions of SPS and they cancel your membership then your membership will also be deemed cancelled by WNPS and vice versa.

5. TERMINATION BY WNPS/SPS

We may terminate your Sport Swansea Membership with 7 days written notice or immediately at our discretion, if you are in serious breach of the agreement or have repeatedly committed minor breaches. WNPS and SPS reserve the right to remove or refuse admission to any customer without stating any reason and reserve the right not to make any refund in such instances.

If your memberships terminated for any of the reasons stated in 10, you will not be entitled to any repayment of the membership fee.

6. FREEZING MEMBERSHIPS

We may freeze your existing membership for an undisclosed amount of time due to situations out of our control when our facilities have to close. Members will be given min 24hrs notice on all freezes at which time members will not be able to enter our facilities and will not be charged membership fees. All memberships will be unfrozen with a minimum 10 days notice to the members and an exact date to when the first membership fee will be paid.

During this 10 days period members are able to terminate their memberships with no penalty. If a member chooses to cancel their membership outside of the identified 10 day notice period regular cancellation fees will apply, please refer to Section 4.

7. LIABILITY

WNPS, SPS, the managers and all other employees, will not be liable in any way at all, for the loss, damage or theft of property of customers or guests or for personal injury or death of any customer or guest, except to the extent that such loss, damage or personal injury or death arises from our wilful act, negligence or default.

8. VARIATION OF TERMS

We reserve the right to vary these terms and conditions, including the WNPS and SPS rules at any time, to reflect changes in connection with the management and operation of facilities. We will use reasonable efforts to give you notice before any changes take place by displaying an appropriate notice in the facilities, unless the changes are due for health and safety reason or essential to safeguard our interests.

If you do not accept the proposed variations and can demonstrate to our reasonable satisfaction that the changes are materially prejudicial to you, you may cancel the agreement. We will make an appropriate refund of the membership fee for the unexpired period of the agreement for prepaid customers. Your right to terminate does not apply however, if the changes have been imposed on us by legislation, government or local authority regulation or any other competent body.

9. PERSONAL INFORMATION

We collect and process your Sport Swansea Membership application information, and any other personal information you provide to us, so that we can provide you with our services and handle your requests. The personal information you supply us is collected and processed for monitoring and analysing our business, marketing and for communication purposes in connection with both our own products and services and those of other companies. Communication with you may be by e-mail or mail.

Personal information may also be disclosed to agents or third parties engaged by us or other members of other companies in marketing and communication activities if have indicated this preference on your membership form.

You are entitled to a copy of the information we hold on you, and to have any inaccuracies corrected, by writing to us.

As a subscriber to the "Sport Swansea Pool Plus Membership run by WNPS in partnership with SPS, your details will necessarily be passed between both parties in order that your membership for the site can be processed accordingly.

10. GENERAL POINTS

If we transfer any of our rights and liabilities under this agreement, we will notify you.

If there is a change in the personal details, you have provided to us, you must write to inform us. Failure to notify us of a change of address, any communications will be deemed to have been received by you 5 days after posting by us.

WNPS, SPS and its car park are no smoking facilities.

In the event of any disagreement in the interpretation of the WNPS/SPS rules, our decision is final. By signing up to, the membership you agree to abide by these terms and conditions and all rules of use.

In addition:-

- a. Dangerous or noxious article or substance must not be brought into the facility
- b. If suffering from any infection or contagious disease you must not enter the swimming pool or changing village areas
- c. Fouling or polluting the swimming pool water is not permitted
- d. Consumption of food or drink in WNPS or SPS, which has not been purchased at WNPS or SUSV, is not permitted, apart from essential hydration and Sports Nutrition.
- e. Prior permission must be obtained from the manager if you wish to take photographs or video recordings
- f. All belongings must be kept in WNPS or SPS lockers unless otherwise notified.
- g. All terms and conditions of use of SPS apply to your membership for the duration failure to comply with the terms and conditions of one party resulting in exclusion will be deemed a breach at the other.
- h. The Sport Swansea membership, is non-transferrable. Only the person named on the membership application is entitled to use the membership.
- i. Individual rules apply for all individual facilities for the health and safety of all users and staff. These must be adhered to at all times.