

North Northamptonshire Council Lessons – Direct Debit Terms & Conditions

1. About This Agreement (Terms and Conditions)

The following words shall have meanings assigned below:

'Agreement' shall mean this agreement between you and the North Northamptonshire Council.

'You', 'your' and 'yours' shall mean the individual completing the application form.

'We', 'us' and 'our' shall mean North Northamptonshire Council.

'Direct Debit' means the method by which you intend to pay for the Lessons

'Facility' shall mean Corby East Midlands International Pool

"Facility Rules" shall mean the rules displayed at the Facility and within the "Learn to Swim or Dive" booklets and you acknowledge that you have understood them. The Facility Rules form part of this agreement

'Lessons' means swimming or diving lessons conducted by qualified instructors at the Facility

2. Direct Debit

Your Direct Debit shall commence on the date that the first payment is collected.

This Agreement will continue unless and until you terminate it by giving us notice in writing of not less than 30 days. If you wish to terminate, it is your responsibility to instruct your bank to stop the Direct Debit. We cannot be held liable for any payment processed due to your failure to cancel the Direct Debit.

When you set up the Direct Debit for the Lessons you will be issued with a loyalty card for booking purposes. This remains our property. Lost cards will need to be replaced and a charge will be incurred.

3 Fees

The prices for individual Lessons are displayed at the Facility. All published fees and charges are exclusive of VAT.

We have the right to review the prices of Lessons on the 1st January each year.

We will write to give you 30 days notice of any revisions to the price of Lessons and the revised Direct Debit payments.

4 Your Obligation

You agree to;

- Pay the Direct Debit
- Comply with Facility Rules.
- Observe all health and safety rules regarding use of the Facility.
- conduct yourself in an orderly manner so as not to interfere with other customers use or enjoyment of the Facility.

5 Direct Debit Collections

If a Direct Debit payment fails you must pay for the Lessons at the Facility within 7 days. If you fail to pay we will cancel your Lessons.

If the Direct Debit fails for 2 consecutive months, payment for the rest of the block of Lessons must be made within 7 days at the Facility or your place will be removed from the course.

If you cancel the Direct Debit with your bank we have the right to cancel the remainder of your Lessons until alternative payment arrangements have been made.

We may terminate your Direct Debit on 7 days written notice if any unpaid fees or charges remain unpaid after 7days or more.

6 Credits Policy

We will not give credits for Lessons missed due to holidays, minor illnesses or non-attendance.

Any Lessons which you miss through serious illness or injury will be assessed by us and the merits of each case will be treated individually.

If you wish to claim a credit you must put your request in writing to us on the appropriate claim form within 7 days of the missed Lesson, specifying the reason for your claim, along with the necessary evidence to support the request i.e a doctor's note or letter or some other form of documentation will be required. We will notify you in writing if your request is successful.

NB: if you are not enrolled on the Lessons for the next period no further credit will be given.

If you wish to appeal against any decision that we make, this should be done in writing within 28 days of the decision. All correspondence should be addressed to;

The Facility Manager
Corby East Midlands International Pool
Parkland Gateway
Corby
Northants NN17 1QG

We will not refund Direct Debit payments that we have received for Lessons.

7 Facility Closures

We reserve the right to cancel Lessons due to programme changes.

We reserve the right to close the Facility for the purposes of programme changes (maximum 7 special events and 8 Bank Holidays per year), carrying out repairs, refurbishments and maintenance, whether routine or extraordinary in nature.

Should any closure extend beyond 30 days or if the Facility is closed for these reasons for more than 30 days in a calendar year, we will refund you a proportionate amount of the fee for the closure period exceeding 30 days.

8 Direct Debit for Under 18's

If you wish to pay by Direct Debit the application must be completed by a parent or guardian on your behalf.

9 Liability

We and our employees, officers and agents will not be liable in any way for:

- the loss of, or damage to, or theft of property.
- personal injury to, or death except to the extent that such loss, damage or personal injury or death arises from our wilful act, negligence or default.

10 General

We may transfer any of our rights and liabilities under this Agreement, and will notify you of any such transfer.

You must inform us of any change in your personal details provided to us. If you fail 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.

In the event of any disagreement in the interpretation of the Facility Rules our decision is final.

North Northamptonshire Council Lessons – Direct Debit Terms & Conditions

11 GDPR

This personal data is requested under Article 6(1)(b) of the General Data Protection Regulation (“GDPR”) which gives NNC a lawful basis for processing where processing is necessary for the performance of a contract to which the applicant is party or in order to take steps at the request of the applicant to process an application. Customers are required to complete an opt in/out statement and if not completed will automatically be opted out.