East Dunbartonshire Leisure & Culture Trust

Terms & Conditions of Sports Development Membership

1.Introduction

These terms and conditions apply to East Dunbartonshire Leisure & Culture Trust Sports Development membership, please read carefully.

2. Definitions

"The Trust" means East Dunbartonshire Leisure and Culture Trust, a company which is a charity (Scottish Charity Number SC041942) incorporated under the Companies Acts with registered number SC389516 and having their registered office at Kirkintilloch Town Hall, Union Street, Kirkintilloch, Glasgow G66 1DH; "We" and "Us" means the Trust; "You" means parent/carer;

3. Applying for Sports Development membership

In order to book your child into a class, you must submit your completed online application form (https://www.edlc.co.uk/webform/sports-development-booking-form) with participant/medical details, preferred choice of class and Direct Debit mandate. Please allow up to 14 days for your application to be processed. Please note that access to activities are subject to availability and where places are not available, the Trust reserves the right to reject an application.

4. What your membership covers

Swim Lesson Membership

- a. A maximum of 40 classes per year see section 9b for details on cancellations
- b. Cost of classes spread over 10 monthly payments
- c. Free swimming (membership holder only) in East Dunbartonshire Leisure Centres, subject to availability
- d. Easy process to change classes through online Home Portal
- e. Pathway through class levels
- f. Feedback of progress through online Home Portal

Sport Membership

- a. A maximum of 40 classes per year see section 9b for details on cancellations
- b. Cost of classes spread over 10 monthly payments
- c. 10% discount for second child or second sport unless eligible for concession membership, see section 14 b. (one discount only to be applied).
- d. Easy process to change classes through online Home Portal
- e. Pathway through class levels
- f. Regular communication through emails and class moves through online Home Portal

5. Starting your membership

a. When joining part way though a month, your first pro-rata payment will be added to your first full monthly Direct Debit payment, thereafter monthly Direct Debit payments will revert to the standard price for your activity. You will be notified of these amounts in writing at least 10 days in

- advance of your first Direct Debit payment. When joining part way though a month your first payment will be taken at the next available Payment date (either 5th or 20th of the Month).
- b. You can change your mind about joining. To do this you must give notice in writing within seven days from the date of your membership application.
- c. Once membership is started this will be continuous until notification to cancel is received

6. Payment method - Monthly via Direct Debit

- a. You must pay your membership by making monthly payments by Direct Debit, unless we agree otherwise.
- b. You must complete a Direct Debit mandate confirming that you are authorised to set up payments from the account.
- c. Your membership fees are due on either the 5th or 20th of each month, or the next banking day.
- d. Payments will be made over 10 months of the year, no payments will be taken in January or July.

 This is done automatically, please do not cancel your Direct Debit as your class place may be at risk.
- e. For junior applicants, a parent or carer must complete the Direct Debit mandate.
- f. Any member paying by Direct Debit will be notified in advance of any changes to their Direct Debit payment.

7. Missed payments / Cancelled Payments

- a. If your Direct Debits fails, we will notify you and try to take payment again in the following month for the payment you have missed in addition to the amount due for the current month.
- b. If the outstanding amount remains unpaid after the second attempt to collect, you will be notified and your child will be removed from their class until the debt is paid in full. Please note that your child may then have to join the waiting list if no spaces are available.
- c. Cancelling your Direct Debit does not mean you have given us notice to end your membership. You must give us written notice in line with Section 8d.
- d. If you cancel your Direct Debit we shall contact you to advise that cancellation has been received. You will be given the opportunity to contact us before your next lesson in case this has been done in error.
- e. Failure to contact us before the next scheduled lesson, or date given in our correspondence, will result in the cancellation of your lesson. Please note that you may have to join a waiting list to return to lessons.
- f. We may refer any missed payments / cancelled payments including any future payments that are due as part of your contract, to a debt collection agency.

8. Ending your membership

- a. You can cancel your membership at any time after one month of membership on providing the Trust at least one full calendar month notice in writing.
- b. You must continue to pay your membership fees until your membership ends.
- c. Your membership will end at the end of your notice period.
- d. A request to end your membership should be:
 - ☐ Sent by email to <u>sports.development@eastdunbarton.gov.uk</u>
 - Handed into Sports Development, Kirkintilloch Leisure Centre, Woodhead Park, Kirkintilloch, G66 3DD
 - Posted to EDLC Trust, Sports Development, Kirkintilloch Leisure Centre, Woodhead Park, Kirkintilloch, G66

The request will be actioned from the date the request is received by Sports Development.

9. Venue closures and cancelled sports development classes

- a. In the event of a venue closure we will make every attempt to contact our customers as soon as possible.
- b. In the event that we have cancelled classes, a refund will be credited to your next Direct Debit payment.
- c. Please note refunds will only be processed if classes have not been provided by EDLC Trust.
- d. In the event of medical circumstances that stop a member using their membership for a period longer than one month, you may apply for a temporary suspension of your membership. This shall remain at the discretion of Sports Development. Suspension of membership will result in the withdrawal of the previously allocated class day and time. To restart classes, you should contact sports development to discuss the reallocation of a space within the programme.
- e. You will be notified in advance by email of any weeks classes are not running.

10. Parental responsibilities

- a. Parent/carers must ensure that contact details are up to date. This is in the unlikely event of a medical emergency, building evacuation or other emergency situation.
- b. Our sessions often run back to back therefore children must be collected promptly from coach/teacher at the end of a class.
- c. If your child is unwell, we politely request that you do not bring them to their sports development class. There is no need to contact us unless there is a long term illness or a risk to other eg Covid.
- d. Parent/carers are responsible for ensuring that the participant is in good health and suitable to take part in the programme.
- e. Parent/carers are responsible for ensuring all details are disclosed accurately on the waiting list and at point of enrolment and will notify EDLC Trust of any changes that have occurred.
- f. Parent/Carers and participant will comply with the rules relating to the use of all facilities and equipment.
- g. Parents/Carers must notify Sports Development of any medical conditions, additional needs or support their child may require prior to lessons starting.
- h. Any changes to personal, medical or health information must be sent in writing as soon as possible to ensure we provide the best experience for your child.

11. Coaching policies & procedures

- a. All EDLC Trust Coaches are qualified and have current PVG disclosure checks.
- b. We will use reasonable endeavours to provide your child with the same instructor for their class, however, over the course of a year relief coaches will be used without prior notification.