

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 minimum of 38 classes per year – see section 9b for details on cancellations
- b. Cost of classes spread over 10 monthly payments
- c. Up to 2 weeks free
- d. Free swimming (membership holder only) in East Dunbartonshire Leisure Centres, subject to availability
- e. Easy process to change classes through online Home Portal
- f. Pathway through class levels
- g. Regular feedback of progress through online Home Portal

Sport Membership

- a. A minimum of 38 classes per year – see section 9b for details on cancellations
- b. Cost of classes spread over 10 monthly payments
- c. Up to 2 weeks free
- d. 10% discount for second child or second sport unless eligible for concession membership, see section 14 b. (one discount only to be applied).
- e. Easy process to change classes through online Home Portal
- f. Pathway through class levels
- g. Regular communication through emails and online Home Portal

5. Starting your membership

- a. When joining part way through 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.
- 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 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 and return a Direct Debit mandate confirming that you are authorised to set up payments from the account.
- c. Your membership fees are due on 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.
- 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

- 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. We may refer any missed payments, including any future payments that are due as part of your contract, to a debt collection agency.
- d. 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.

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 sports.development@eastdunbarton.gov.uk
 - Phoned into Sports Development on 0141 578 8806
 - 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 3DD

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 more than 2 classes, a refund will be credited to your next Direct Debit payment.
- c. Please note refunds will only be processed if more than 2 classes (per calendar year) 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 freeze of their membership. This shall remain at the discretion of Sports Development. Freezing 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.
- 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 additional needs or support their child may require.
- 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.

- c. We reserve the right to appoint a new coach to a class at any time.
- d. In the event that a coach is away for a long period of time we will endeavour to keep the same cover coach for the time period where possible.

12. Pupil progression

- a. Upon a child becoming too old for a class, the parent/carer should contact sports development or the Sports Development Coordinator to discuss availability of an appropriate class being available.
- b. Due to the continuous progressive nature of some of our programmes, we cannot guarantee a specific time slot on progression, as a space within the next age group/ability level may not always be immediately available.

13. Sports development dress code & hygiene

- a. All children should wear appropriate clothing for sports development activity.
- b. Long hair should be tied back and all jewellery should be removed.
- c. In the event of a child having a verruca on their foot, this should be covered by a sock or plaster.
- d. For swimming lessons, we recommend hair band or swimming cap for long hair, goggles, swim shorts should stop above the knee. Nose clips and arm bands are not permitted.

14. General

- a. Membership fees will be reviewed annually and determined by EDLC Trust.
- b. Concession memberships are available where criteria is met, for further details please see website <https://www.edlc.co.uk/sport-leisure/membership-options>
- c. The Trust reserves the right to exclude members if their behaviour is deemed inappropriate or constitutes a risk without any refund of fees paid.

15. Data Protection

- a. We will comply with the Data Protection Act 1998, the Data Protection 2018 and the General Data Protection Regulation (GDPR) (EU) 2016/679.
- b. We will deal with all information we hold about you in line with your privacy policy which you can get from our website: <https://www.edlc.co.uk/about-edlc/foi-and-data-protection>