

# Merton Pisces Swimming Club

## Terms & Conditions



### Merton Pisces Swimming Club Terms & Conditions

#### Our contact details

Name	Mr H.Green	Chairman	Mr W Searle
Address	Flat 39, Thomas House, 20 Grange Road, Sutton, SM2 6RS	Head Coach	Mr H Green
		Secretary	Mrs J Searle
		Welfare Officer	Ms V Goddard
		DBS Officer	Mrs J Searle
Landline	<b>02086 610 205</b>	Data Protection Officer	Mr H Green
Mobile	<b>07956 588 921</b>	Treasurer	Mr H Green
E-mail	<a href="mailto:Harry@mertonpisces.co.uk">Harry@mertonpisces.co.uk</a>	SwimMark Officer	Mr H Green
Website	<a href="http://MertonPisces.co.uk">MertonPisces.co.uk</a>	COVID-19 Officer	Ms V Goddard

#### Terms & Conditions of membership

##### Who we are:

**Merton Pisces Swimming Club** - Our website address is: <https://mertonpisces.co.uk/site>.

We are located in South London and operate under our own regulations.

Head coach and founder - Mr Harry Green. ([harry@mertonpisces.co.uk](mailto:harry@mertonpisces.co.uk))

Supported by some key volunteers.

We are a **non-profit club** that teaches and trains swimmers.

#### Terms & Conditions of Membership

#### Merton Pisces Swimming Club: TERMS AND CONDITIONS OF MEMBERSHIP

##### 1. Interpretation

##### Definitions:

**“Application for Membership Form”**: means the application for membership form to be completed and submitted to the Club in order to become a Member of the Club.

**“Club”** means Merton Pisces Swimming Club with correspondence address of C/O Flat 39, Thomas House, 20 Grange Road, Sutton, SM2 6RS

**“Club Management”** means personnel, volunteers, or employees that manage the club and its members. A restricted number of persons that may require access to the Members information.

**“Contract Term”** means a period of twelve months, and which is renewable on a yearly basis until the agreement is terminated by either party in accordance with these terms.

**“Quarterly”** means the 3-month period of which there are 4 in a Contract term.

**“Quarterly Fees”** means the 3-month period of which there are 4 in a Contract term that the member(s) are required to pay to the club to cover the services and charges supplied.

**“Sessions”** means the swimming sessions that the Club organises in each quarter.

**“Sessions Fees”** means the fee charged to Members for each quarter.

**“Member”** means the person who is named on the Application for Membership form and for whom, following acceptance to the Club, the Club has agreed to provide services to, in accordance with these terms.

**“Membership”** means the period of time when a member is contracted to the Club.

**“Membership Fee”** means the payment made by the Member to the Club to cover membership costs for the Contract Term.

**“Membership Term”** means a period of 12 months.

**“Event”** means a trip or occasion that the club arranges for its members to attend.

**“Event Fees”** means the fee a that a member is required to pay to enable them to attend the event.

**“Gala”** means a swimming event that members may or may not attend but may be invited to.

**“Gala Fees”** means the fees that are incurred by the club when registering the member for this event and other charges that maybe applicable for the member to compete in it.

**“Gala Process”** means a document that describes the process and should be read and understood before applying a gala application is made.

**“Races”** means the individual races that the member may choose to enter at each gala. Each race incurs a charge and other possible costs.

**“Incurred”** means any costs or charges that the club pays on behalf of the member.

**“Specified Service”** means the service provided by the Club and set out in clause 3 to these Terms and Conditions.

**“Terms and Conditions”**: means the terms and conditions of Membership set out below.

**“Club Constitution”** means a document that contains the regulations that the club abides by.

**“Website”**: means the Club’s website <http://mertonpisces.co.uk>

## **2. Agreement to these Terms**

When applying for Membership of the Club, the Member confirms that it has read and agrees to be bound by these Terms and Conditions, The Guidelines of membership, the Club Constitution and upon membership being accepted by the Club, the Member will be emailed a copy of the documents and they will also have access to all required documents through the club website (and to print them if required) and they should be retained for future reference. It is the members responsibility to read and understand them. If there is a problem it is the members responsibility to bring this to the attention of the club.

## **3. Supply of the Specified Service**

- 3.1 The Specified Service is given to the Member subject to these Terms and Conditions.
- 3.2 The Club shall use its reasonable endeavours to provide the Specified Service.
- 3.3 The Club may at any time without notifying the Member make any changes to the Specified Service which are necessary to comply with any safety or other statutory requirements and/or which do not materially affect the nature or quality of the Specified Service.
- 3.4 Any other changes or additions to the Specified Service or to these Terms will be notified to the Member in writing by the Club in advance of those changes taking place.

### **Club shall at its sole discretion provide the following Specified Service to the Member:**

1. Club will provide the member with the opportunity to swim, learn and improve.
2. a website containing all the information that a member requires, both legal and general.
3. regular email communication of forthcoming Sessions, Activities, Trips or Events;
4. opportunity for member to attend Events upon payment of the Event Fee. (If required)
5. opportunity to attend multiple Sessions for members of any level. (Where possible)
6. opportunity to learn and improve their swimming providing the member complies.
7. Club will make sure all documents are up to date. (where possible)
8. Club will guarantee all coaches and teachers are fully trained.
9. Club will guarantee all coaches, teachers and volunteers are DBS checked and Safeguarded.
10. Protection of the member is paramount at all times.

## **Members Commitments**

1. Member(s) will abide by all Term & Conditions, Club Constitution and Rules & Regulations.
2. Member(s) will not bring the clubs name into disrepute or harm the club in any way.
3. Member(s) will never argue or abuse the coaches, teachers or other members.
4. Member(s) will be respectful at all times.
5. Member(s) not wishing to try or improve may be asked to leave the pool and / or club.
6. Member(s)

## **4. Contract Term and Payments**

- 4.1 Membership of the Club is for an initial Contract Term of 12 months and is subject to payment of the Membership Fee every year. The membership fee includes the members insurance; therefore, a membership fee must be paid, or the member cannot swim.
- 4.2 Following the expiry of the initial Contract Term and any subsequent Contract Term, the Member must renew their Membership paying the Membership Fee for the next Contact Term otherwise Membership is terminated in accordance with these Terms and Conditions.
- 4.3 The membership fee does not include the Quarterly fees. Quarterly fees are for the members swimming sessions only.
- 4.4 Members must pay the Quarterly Fees before the first day of the new quarter. Those that have not paid the quarterly fee by the end of the first week (7 days form the 1<sup>st</sup>) shall be assumed to have left the club. Unless they have notified the club or made an arrangement with the club.
- 4.5 Members shall pay the Swim England Level 2 swimmer Fee to allow them to enter Gala(s) before the Clubs deadline of the members first gala. Failure to pay the fee will result in the member being removed from the gala and costs incurred.
- 4.6 Members shall pay the Event Fee before the Events. An Event Fee shall not be refunded if a Member is unable to attend the Event.
- 4.7 Members shall pay the Trip Fee before the Trip date. A Trip Fee shall not be refundable if a member is unable to attend the Trip.
- 4.8 Members shall pay the Holiday Fee before the Holiday date. Any Fees shall not be refundable unless another member is available to take the member's place.

## **5. Warranties and Liability**

- 5.1 The Club warrants to the Member that the Specified Service will be provided using reasonable care and skill as far as reasonably possible. Where the Club uses the service of any outside events, activities, agent or third party (galas events) the Club does not give any warranty, guarantee or indemnity in that respect.
- 5.2 Except in cases of death or personal injury caused by the Club's negligence, the Club shall not be liable to the Member by reason of any representation (unless fraudulent or negligent) for any loss of profit or any indirect, special or consequential loss, damage costs, expenses or other claims (whether caused by the negligence of the Club or its agents or otherwise) which arise out of or in connection with the provision of the Specified Service and the entire liability of the Club under or in connection with the Membership or Specified Service shall not exceed twice the Membership Fee for that Membership Term, except as expressly provided in these Terms and Conditions. This warranty is in lieu of all other terms, conditions and warranties, expressed or implied statutory or otherwise and any other liabilities whatsoever and howsoever arising.
- 5.3 The Club shall not be liable to the Member or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Club's obligations in relation to the Specified Service, if the delay or failure is due to any cause beyond the Club's reasonable control, and time shall not be of the essence. In respect of an event cancelled by the Club for any reason whatsoever, liability shall be limited to refunding the Event Fee.

## **6. Termination of Membership**

- 6.1 The Member may terminate the Membership by giving written notice email, or other communication method excluding social media to the Club. If notice is given during the Contract Term, the Member will not be refunded the Membership Fee for the Contract Term or the session Fees, except at the treasure's discretion.
- 6.2 Either party may at any time terminate the Membership by immediate written notice, email or other communication method excluding social media if the other commits any material breach of these Terms and Conditions or goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.
- 6.3 Upon termination of the Membership for whatever reason all sums owed by the Member to the Club shall become due and payable by the Member with immediate effect.

## **7. Insolvency of Member**

- 7.1 This clause applies in the following circumstances:
- 7.1.1 The Member makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);

- 7.1.2 An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Members;
- 7.1.3 The Member ceases, or threatens to cease, to carry on business;
- 7.1.4 The Club reasonably believes that any of the above events is about to happen and notifies the Member; accordingly, or
- 7.2 If this clause applies then, without limiting any other right or remedy available to the Club, the Club may cancel the Contract or suspend Membership, including access to its Website and attendance at Events.

## 8. General

- 8.1 Membership allows all a Member's personnel to access certain areas of the Website. If a Member decides to cancel their Membership, access will stop.
- 8.2 If you enter your details in any enquiry form or contact form you are giving your express permission for your details to be added to our data base for contact purposes. Your details will not be sent to any third party, except Swim England or other body related to the members activities in the club, see Clause 8.4 below.
- 8.3 The Club understands that social media is a useful tool, however, Members are politely asked to not communicate with the club using these methods. Social media can not be monitored or restricted by the club and no guarantee about other members of groups or individuals can be given. Where possible the club will restrict communications through email or letter and only if any other methods of communication can be guaranteed as safe will the club consider using them.
- 8.4 Members that attend Galas, Events or Trips acknowledge and accept that the Club reserves the right to provide the managers / hosts with contact details of the Members attending. The contact details may be provided to the venue as required by regulations, terms & conditions or health & safety.
- 8.5 As a Member of the Club, the Member agrees to conduct themselves in a fitting and respectful manner and treating other members with respect at all times. If the Club should receive a complaint about any Member's behaviour, it reserves the right to suspend Membership. Such complaints would constitute a breach of these Terms and Conditions.
- 8.6 Membership of the Club is at the sole discretion of the Club and it reserves the right to refuse Membership and / or ask the member to leave (with good reason). Members of the club accept that the club's objective is to improve and make the member a better swimmer. If the member does not improve or hinders others they may be asked to leave the pool (or club if this consistently occurs). Members, (green hats only) will attend a minimum of 3 gala a year (unless there is an acceptable reason).
- 8.7 Our website uses cookies to monitor browsing preferences. If you do allow cookies to be used, certain personal information may be stored by us. We will never share your personal details with third parties.
- 8.8 **Wavier.** No failure or delay by either party in exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these Terms and Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

## 8.9 Confidentiality.

8.9.1 Members undertake that they shall not at any time disclose any other Members personal information, images or videos, specifically on social media. Any Member caught doing so will be asked to leave the club.

8.9.2 Club management stores members information on the cloud and it is not responsible for this storage. (Please see Google terms of service) Club management will take all precautions and provisions to keep this information safe and in accordance with the ICO. Please see the GDPR Privacy Policy. Only the volunteers and management that actually require this information will be granted access.

(a) Club management who need to know such information for the purposes of carrying out the Members obligations under these Terms and Conditions. The Club shall ensure that its management, employees, officers, representatives or advisers to whom it discloses the Members confidential information comply with this clause; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.9.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these Terms and Conditions.

8.10 **Notices.** Any notice to the Club is to be sent in writing to Flat 39, Thomas House, 20 Grange Road, Sutton, SM2 6RS or by email to [admin@mertonpisces.co.uk](mailto:admin@mertonpisces.co.uk). Notices to the Member will be sent to the address on the application form, unless the Club is otherwise informed in writing. The provisions of this clause shall not apply to the service of any proceedings or documents in any legal action.

8.11 **Severance.** If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms and Conditions.

8.12 **Entire agreement.** These Terms and Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8.12.1 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions.

8.13 **Variation.** No variation of Membership shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8.14 **Force majeure.** Neither party shall be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.

8.15 **Third parties.** No one other than a party to these Terms and Conditions shall have any right to enforce any of its terms.

8.16 **Governing law.** These Terms and Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

8.17 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or its subject matter or formation.

#### Contact information.

If you have any concerns then please [contact us](#) page and we will be happy to help you.

<b>How to complain</b>	Please feel free to contact us if you have any queries about these terms and conditions.
Name	Mr H.Green
Address	Flat 39, Thomas House, 20 Grange Road, Sutton, SM2 6RS
Landline	<b>02086 610 205</b>
Mobile	<b>07956 588 921</b>
E-mail	<a href="mailto:Harry@mertonpisces.co.uk">Harry@mertonpisces.co.uk</a>
Website	<a href="http://MertonPisces.co.uk">MertonPisces.co.uk</a>