



TERMS AND CONDITIONS OF MEMBERSHIP

“The Company” – Tockington Manor Swimming Pool Facility Ltd

(Company registration no. 06922059), whose registered address is Tockington, Bristol BS32 4NY.

The Company shall through its duly authorised representative manage and operate the swimming Club (the “Club”) and deal with all matters in relation to it. Through this agreement the Company makes available Membership of the Club (“Membership”).

Agreement

These terms and conditions (“Terms”) are the Terms upon which the Company makes Membership available to you. If you decide to become a member of the Club (“Member”) or if you renew your Membership you acknowledge (in either case) that you agree to these Terms:

Membership

The categories of Membership are:

- (a) Single 1 adult 18 years and over
- (b) Joint 2 adults 18 years and over
- (c) Family 1 2 adults 18 years and over, 2 children 17 years and under
- (d) Family 2 1 adult 18 years and over, 2 children 17 years and under.

Anyone under the age of 18 must be accompanied by an adult member at all times.

All categories of Membership shall be subject to these Terms of Membership and to the rules and regulations of the Club, which are in force from time to time.

Other categories of Membership may be created by the Company from time to time.

The Company reserves the right to verify, or require proof of all information given by you in order to obtain Membership and any fraudulent or misleading information given by you in order to obtain Membership may result in the immediate cancellation of your Membership (and all related rights). In such circumstances you acknowledge and agree that you shall not be entitled to any refund of any monies paid by you to the Company in respect of Membership.

Tel: 01454 613229

Tockington, Bristol BS32 4NY

email: admin@tockingtonmanorschool.com

www.tockingtonmanorschool.com

Registered Office: 6 Queens Square, Bristol BS1 4JE Registered No. 894685 England

A Company limited by guarantee and registered Charity Number 311716

TOCKINGTON
MANOR SCHOOL



TOCKINGTON
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SWIMMING POOL

Subject to the receipt by the Company of your Membership fee, you shall become a member on the date of this agreement. Upon becoming a member, your Membership commences and a Membership key fob shall be issued to you by the Company. The Membership key fob shall remain the property of the Company and shall entitle you to all the rights and privileges exercisable by any member from time to time.

As a member you hereby agree to be bound at all times by these terms and by the rules and regulations of the Club of which you are notified and which are in force from time to time. The lifeguard on duty has total control over the pool at all times. Please adhere to any instruction given.

Membership cards and key fobs are issued to all current members. Key fobs must be swiped at the swimming pool entrance to gain entry every time a visit is made to the pool.

Members must bring their Membership cards when they use the swimming pool. Entrance will be refused if the Membership card is not presented

Membership cards are not transferable to any third party and may only be used by the registered member.

Fraudulent use of a Membership fob by a member shall entitle the Company to cancel that member's Membership immediately with no refund being made by the Company.

Lost or damaged Membership fobs will be subject to a replacement charge of £10.00. Lost or stolen cards will be subject to a replacement charge of £1.50.

Casual swimming session tickets can be purchased from the office by members in advance, and surrendered upon entry to the pool.

Any losses are the responsibility of the ticket holder and cannot be refunded or replaced.

Memberships will automatically be renewed unless member gives notice.

Membership cards will be replaced annually on the anniversary date of joining.

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The Company agrees that it shall comply with any applicable laws and regulations relating to data protection from time to time.

Limitations of Liability

The Company shall not be liable for any loss (whether direct, indirect or consequential), cost or expense arising from any damage or theft to any member's property. The safekeeping of all of your personal items and property is your sole responsibility.

Nothing in this agreement shall limit or exclude the Company's liability for (a) death or personal injury caused by the Company's negligence, (b) fraud or (c) any other liability which cannot be limited or excluded at law.

If any part of these terms is unenforceable, the enforceability of any other part of these terms will not be affected.

You acknowledge and agree that this agreement (together with the rules and regulations of the Club referred to herein) contains the entire agreement between you and the Company with respect to your Membership and may not be modified except by agreement in writing between you and the Company.

Physical Health of Member

You warrant and represent that to the best of your knowledge any exercise undertaken by you whilst using the Club and its facilities will not be detrimental in any way to your health or safety.

Assignment

The Company may assign its rights and obligations under these Terms to a third party without notice being served upon you to that effect.

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Fees

You are liable to pay all fees relating to your annual Membership of the Club irrespective of your actual usage of the Club's facilities.

The Company reserves the right to increase annual or monthly Membership fees but you shall not be charged any increased sum without first being given notice of such increased sum.

1st month or (part month) to be paid via card/bank transfer/cash or cheque.

Direct debit collection thereafter, either monthly or annually, on 1st working day of each month for the following month.

Annual Memberships will be administered on a 'rolling' Membership basis, i.e. 12 months from join date.

Fees will be charged at the rate applicable at time of joining/renewing for 12 months.

Cancellation Policy

One month's notice of cancellation of Membership to be notified in writing.

Annual Memberships cancelled part way through the year will forfeit discount. Remaining months will be refunded.

Termination of Membership by the Company

Your Membership of the Club may be terminated by the Company with immediate effect by notice in writing under the following circumstances:

(A) If you commit any material breach of these Terms or of the rules and regulations of the Club as in force from time to time and (if capable of remedy) you fail to remedy such a breach within 5 days after being required by notice in writing to do so; or

(B) If any part of your Membership fee which is due and payable remains unpaid thirty days after the due date for the payment; or

(C) If the Company is of the reasonable opinion having regard to your conduct that you are not suitable for continuous Membership of the Club (whether or not such conduct is the subject of a complaint by another Member).

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You specifically acknowledge and agree that if your Membership is terminated by the Company (under the provisions of any of the above 3 paragraphs), you shall forfeit all rights of Membership with immediate effect and you shall not be entitled to claim for any refund of your annual Membership fee.

On termination of your Membership (for whatever reason), you shall immediately return your Membership key fob.

Club Facilities

The Club's facilities (the "Facilities") are the swimming pool area and changing rooms. All visitors are reminded that first and foremost the Facilities are on school grounds and so **all** members are requested to use the rear car park and access the pool via the upper pathway. Please also do not wander into any other areas of the school.

The Company reserves the right to make reasonable alterations to the Facilities without giving notice and the Company shall not be liable for inconvenience caused by building works and the provision of essential maintenance services.

Health and Safety

As a member you agree to follow any instructions given to you by the duty lifeguard/members of staff. You must sign in as you enter the complex in the book in the pool foyer. If for any reason there is not a duty lifeguard on poolside you **MUST NOT** enter the water until he/she arrives. The Company reserves the right to withdraw Membership if instructions are not adhered to.

Hours of Opening

The Club's normal hours of operation and the hours in which any Facilities are available to members are available from the Company upon request and will be displayed in the lobby of the complex. Such hours may be lengthened or shortened at the Company's absolute discretion. The Company shall endeavour to give members reasonable notice of changes to such hours.

No refunds of any kind shall be given for essential maintenance or closure for whatever reason of the Facilities.

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The Company reserves the right to change or cancel members' swimming times. The Club will, however, endeavour to inform all its members of any such changes or cancellations at reasonable notice.

Governing Law and Jurisdiction of the Courts

This agreement shall be governed by and construed in accordance with English Law and the parties hereby agree to submit any disputes to the exclusive jurisdiction of the English Courts.

Members Application Forms to be signed by each member to acknowledge that they have read, understood and accepted the above terms laid down by the Company in connection with the Club and agree to abide by them.

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