

Membership No	
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Centre Name	
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# Application Form for Free Swimming

Please complete all sections of the form

(Tick relevant box)

Title		Date of Birth		60 and Over	
				16 and Under	
60 and over First Name			60 and over Surname		
Parent/Guardian of 16 and Under First Name			Parent/Guardian of 16 and Under Surname		
Address			Names of 16 Years and Under		
			First Name	Surname	
Postcode					
Tel No (home)			Mobile No		
Email address			Start Date		

Tick here  to opt out of our marketing list. DC Leisure Management Ltd and its subsidiary companies hold your data in accordance with our data protection policy. Contact reception for details.

**Do you currently swim at this Centre?** Yes  No

If 'yes', how many times a week do you swim? \_\_\_\_\_

**Are you a current member at this Centre?** Yes  No

If 'yes', what type of membership do you have? All inclusive  Swim only  Other

If 'yes', what is your membership number? \_\_\_\_\_

**What will you do whilst your child enjoys their free swim?** Swim with them  Another activity within the Centre   
Drop children off only without entering the Centre   
Child comes to the Centre on their own (if over 8 years)

**Please identify your ethnicity below** (please tick)

White		Black or Black British		Mixed		Asian or Asian British		Chinese or Other Ethnic Group	
White British		Caribbean		White & Black Caribbean		Indian		Chinese	
White Irish		African		White & Black African		Pakistani		Any other ethnic group	
Any other white background		Any other black background		White & Asian		Bangladeshi			
						Any other Asian background			

**Do you have a disability or impairment?**

If so please indicate which impairment group:

Physical  Learning  Hearing  Visual  Health/other

Please sign below to confirm that you have read the terms and conditions and received a joining pack:

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Parent/Guardian for a 16 or under:** \_\_\_\_\_

**Office use only:**

**Proof of age shown:** \_\_\_\_\_

## FREE SWIMMING TERMS AND CONDITIONS

These Terms form part of your Free Swimming Agreement with us. Your Free Swimming Agreement with us is made when your Free Swimming Application Form is completed by you and accepted by us and consists of that form and these Terms. These documents together form a legal agreement between us, so please make sure you carefully read these Terms and the Free Swimming Application Form. These Terms replace any previous versions and apply at all times and take priority over any spoken communication by us.

### 1. INTERPRETATION

- 1.1 "Centre" is the Centre participating in the Free Swimming programme and managed by the Company as identified in the Free Swimming Application Form.
- 1.2 "Company" means DC Leisure Management Limited (address and details below) and is referred to as "we", "us" or "our" throughout these Terms.
- 1.3 "Free Swimming Agreement" means the agreement between us consisting of the Free Swimming Application Form and the Terms as varied in accordance with section 13.
- 1.4 "Free Swimming Application Form" means the Application form completed by you to be a Free Swimming Member at our Centre.
- 1.5 "Manager" means the manager of the Centre.
- 1.6 "Premises" means the Centre, including its grounds, car parks and access roads.
- 1.7 "Qualifying Age" means the qualifying age as detailed in the Free Swimming Application Form.
- 1.8 "Terms" means these Free Swimming terms and conditions.
- 1.9 References to "you" and "your" mean you and where applicable, your child or children.

### 2. BECOMING A FREE SWIMMING MEMBER

- 2.1 The decision to accept your application shall be at our sole discretion and you shall not become a Free Swimming Member until your Free Swimming Application Form has been accepted by us.
- 2.2 We have the right to refuse any Application to become a Free Swimming Member, or any request to change any agreement with a Free Swimming Member. We reserve the right to verify, or require proof of all information given in order to become a Free Swimming Member. Any fraudulent or wrongful information given in order to become a Free Swimming Member could result in the cancellation of your Free Swimming Member status.
- 2.3 Your Free Swimming Membership is only valid at participating Centres managed by the Company. For a full list of participating Centres please contact your Centre or log on to [www.dcleisure.co.uk](http://www.dcleisure.co.uk).
- 3 FREE SWIMMING MEMBERSHIP CARD**
- 3.1 We will give you a Free Swimming Membership card following the conclusion of the Free Swimming Agreement when you will become a Free Swimming Member.
- 3.2 Your Free Swimming Membership card may only be used by you and any fraudulent use of the Free Swimming Membership card will result in cancellation of your status as a Free Swimming Member.
- 3.3 You must bring your Free Swimming Membership card with you each time you visit your Centre.
- 3.4 If you forget your card, we will ask to see a second suitable form of photographic identification before we allow you to enter to your Centre. If this is not shown, then we reserve the right to charge the relevant Centre swim rate.
- 3.5 We may delay your access to the Centre to give us enough time to record

your visit.

- 3.6 Lost or damaged Free Swimming Membership cards will be subject to a replacement charge. Details of this charge are available from your Centre.
- 3.7 The Free Swimming Membership card remains the property of the Company and entitles you to all the rights and privileges exercisable by your category of Free Swimming Member status.
- 3.8 You must return your Free Swimming Membership card to the Centre upon cancellation or termination of your Free Swimming Agreement.

### 4. LIMITATION OF LIABILITY

- 4.1 By law, we do not have to pay you compensation for any service, facility or equipment not being available because of health and safety reasons or where it is for the benefit of members and Free Swimming Members.
- 4.2 We will not pay you compensation if we have failed to carry out our duties due to:
- (a) a fault of your own;
- (b) someone else not connected with providing our services under these Terms; or
- (c) events which we could not have known about beforehand even if we had taken all reasonable care.
- 4.3 We have the right to make changes to the type of facilities we provide, if we give you notice. We will not be liable for any loss or damage caused by these changes unless this loss or damage is caused by something we have done or failed to do or cannot be avoided by law.
- 4.4 You bring all personal belongings to your Centre at your own risk. We accept no liability for loss or damage to property of Free Swimming members which is not caused by us or our employees..
- 4.5 You park your car on the Premises at your own risk. We accept no liability for loss or damage to your car and its contents which is not caused by us or our employees..
- 4.6 Nothing in these terms and conditions will exclude or limit our liability for fraud or death or personal injury caused by our negligence.
- 4.7 Notwithstanding sections 4.1 to 4.5 above, if we are found to have any liability to you for loss or damage to property our liability to compensate you is limited to a reasonable amount, taking account of factors such as whether the damage was due to something we did or failed to do.

### 5. PHYSICAL HEALTH OF FREE SWIMMING MEMBERS

- 5.1 It is your responsibility to make sure that you are capable of doing the exercise provided by any free swimming programme you follow.
- 5.2 You should consult your doctor before you begin any free swimming programme if you are not sure whether or not it is suitable. If you have any concerns about your physical condition, you must get medical advice before using our facilities.
- 5.3 It is your responsibility to make the Manager of the Centre aware of anything that may affect your participation in the free swimming programme.
- 5.4 We may refuse you access to our Centres if we consider the use of such

facilities could put your health at risk.

### 6. TRANSFER OF TERMS

- 6.1 We may transfer the benefit of your Free Swimming Agreement to a third party on similar terms and conditions without notice to you.
- 6.2 You cannot transfer your status of Free Swimming to another person.
- 7. FREE SWIMMING MEMBERSHIP**
- 7.1 As a Free Swimming Member you shall be subject to the Free Swimming Agreement and to the rules, bylaws and regulations of the Centre which are in force at the time.
- 7.2 You must be of the Qualifying Age detailed in the Free Swimming Application Form.
- 7.3 If you are under the age of 8 you must be accompanied by an adult. For all other conditions please refer to the Swim Supervision policy available at your Centre.

### 8. UPGRADING YOUR MEMBERSHIP

- In the event that you wish to upgrade your membership from a Free Swimming membership to a monthly or annual membership you will need to complete the appropriate membership form (available from reception at the Centre) and (if accepted) pay the appropriate fees applying at that date.

### 9. EXPULSION OR TERMINATION OF FREE SWIMMING OR FREE SWIMMING MEMBERSHIP BY US

- 9.1 We may expel you from a Centre and/or end your status as a Free Swimming Member without notice if, at any time:
- 9.1.1 you break the conditions of your Free Swimming Agreement;
- 9.1.2 you do not comply with the rules and regulations of your participating Centre. Centre rules and regulations will vary from participating Centre to participating and are displayed at the Premises. We may change the Centre rules and regulations at any time.
- 9.1.3 you allow another person to use your Free Swimming Membership Card to get into any of our Centres (this section will not apply if you have told us that your card has been lost or stolen);
- 9.1.4 your conduct, whether or not such conduct is the subject of a complaint by another member or group of members or is such that in our opinion, it may be injurious to the character, name or interests of the Centre or is such that it makes you unfit to associate with other members or Free Swimming Members of the Centre;
- 9.2 We may end your status as a Free Swimming Membership for any reason by giving you one full calendar month's written notice to cancel it.
- 9.3 Where applicable, once you exceed the Qualifying Age as detailed in the Free Swimming Application Form you will cease to be entitled to participate in the Free Swimming sessions immediately.
- 9.4 On termination of your status as a Free Swimming Member, you shall return your Free Swimming Membership Card immediately.
- 10. CENTRE FACILITIES**
- 10.1 The facilities available to you depend on your Centre and your status as a Free Swimming Member. Full details can be obtained from your Centre. Services and

facilities not included may be used by you at an additional charge at our discretion.

### 11. FREE SWIMMING HOURS OF AVAILABILITY

- 11.1 Your Centre's normal hours of operation and the hours in which any free swimming is provided under the Free Swimming Agreement are available from your Centre on request. Such hours may be lengthened or shortened at our discretion with or without any prior notice being given to you.
- 11.2 On occasions the Centre may be closed, or withdraw facilities for certain periods of time to carry out cleaning, repairs, alterations, maintenance, security work or for any other reason beyond our or the Centre's control without giving you notice. In addition, we may at times set aside facilities for tournaments, exhibitions or other social activities without giving you notice. You will not be entitled to a refund if your Centre is closed in accordance with this section.
- 11.3 We reserve the right to make reasonable alterations to the type of Free Swimming facilities provided without notice.
- 11.4 We will endeavour to give you reasonable notice of such closures or alterations by displaying them at the Centre.

### 12. EVENTS BEYOND OUR REASONABLE CONTROL

- 12.1 If we are not able to provide all the services and facilities at your Centre for 60 days in a row or longer for "reasons or events outside of our reasonable control", either you or us will be entitled to cancel your status as a Free Swimming Member immediately after giving notice in writing. By law, we do not have to pay you compensation in these circumstances and during this period.
- 12.2 "Reasons or events outside of our reasonable control" could include, for example, natural disasters, a government's actions, war or national emergency, acts of terrorism, protests, riot, fire, explosion, flood an epidemic, lock-outs, strikes or other labour disputes (whether or not they relate to our workforce), restraints or delays affecting carriers or not being able to get supplies of suitable materials on time or at all.

### 13. CHANGE TO TERMS

- 13.1 We may change these Terms at any time.
- 13.2 When we do make changes that affect you, we will give you reasonable notice of the changes that we plan to make. If you are not happy with the changes you may cancel your status as a Free Swimming.

### 14. THIRD PARTY RIGHTS

The parties do not intend that any of these terms of the Free Swimming Agreement will be enforceable by virtue of the Contracts (rights of Third Parties) Act 1999 by any person that is not a party to it.

### 15. GOVERNING LAW AND JURISDICTION OF THE COURTS

Your Free Swimming Agreement is governed by the laws of England and any disputes will be dealt with in the English Courts.

### PRIVACY AND DATA PROTECTION POLICY

DC Leisure Management Limited treats the protection of personal data carefully. We will use your personal data for the purposes of administering Free Swimming (including collecting fees and other sums due to us), vetting people for membership or Free Swimming status, access control, providing you with services such as maintaining training, fitness, health and diet records, providing you with marketing information and internal administration such as training, detection and prevention of crime (for which we do have CCTV monitoring in certain places). We store your personal data in a secure manner within the UK. Where the information is sensitive (for example, health and medical details) we take extra care of this information and will not pass it to any other parties except to businesses within the DC Leisure Group. Other information, we may pass to contracting parties of ours, other relevant business and successor businesses. We will keep your personal data for 6 years from expiry of your status as a Free Swimming. You have the right to access the information we hold about you. To do this you must contact the Data Protection Officer. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you. If you have any questions about your personal data held by us, or you wish us to cease processing your personal data for direct marketing purposes, please contact the Data Protection Officer, DC Leisure Management Limited at the address shown below. Registered in England No. 2585598. Registered Office Otium House, 2 Freemantle Road, Bagshot, Surrey, GU19 5LL.