



# Active Swim School Application Form

ACTIVE COPY

## Personal Details (PLEASE COMPLETE IN BLOCK CAPITALS)

Title Miss / Mrs / Ms / Mr / Mx (please circle)

Surname \_\_\_\_\_

First Name \_\_\_\_\_

Date of Birth \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

E-Mail \_\_\_\_\_

Postcode \_\_\_\_\_

## In Case of Emergency & Medical conditions

Contact Name and Telephone Number if different from above: \_\_\_\_\_

Please list any allergies / medical conditions / special needs, etc.:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Customer Declaration

This form has been completed accurately to the best of my knowledge and belief. I have read and agree to the Terms and Conditions overleaf & Active Club Rules available online [www.active.je](http://www.active.je). I understand that by signing this form I agree to be bound by its conditions.

Parent/Guardian

Applicant aged 18 or over

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

## Lesson Details (FOR OFFICE USE ONLY)

Stage: \_\_\_\_\_

Day: \_\_\_\_\_

Time: \_\_\_\_\_

## Privacy and Data Protection Statement (Data Protection (Jersey) Law 2018)

As a 'controller' under the Data Protection (Jersey) Law 2018 we process and hold your information in order to perform a contract to which you are a party. We may not be able to provide you with a service unless we have enough information or your permission to use that information. Below, we explain what we collect; how we will use your information; and what your rights are. Information supplied by you on this form is required by the Active Swim School for the purpose of delivering the Active Swim School programme. Information will be accessed by sports centre staff involved with Active Swim School and we share your personal data with Gladstone (our software provider), which operates within the Jonas Group. This will involve transferring your data outside the European Economic Area (EEA) to Canada the USA, Australia and New Zealand. Canada and New Zealand have been deemed by the EU as having an adequate level of protection for personal data. Many of their external third party service providers and business partners are based outside the European Economic Area (EEA) so their processing of your personal data will involve a transfer of data outside the EEA. Whenever they transfer your personal data outside the EEA to the countries identified above which have not been deemed by the EU to have an adequate level of protection for personal data, and specifically to the US, they ensure a similar degree of protection is afforded to it by using standard data protection clauses approved by the European Commission (as permitted under Article 46(2)(c) GDPR), that are designed to help safeguard your privacy rights. We will not give your personal data to any other third party. We have collected your and/or your child's personal details (name; address, contact details, date of birth, financial details, photograph and medical information). This may include special category data.

### Your information will be used as follows:

- To enable us to administer your lessons and process your payment;
- To inform you about renewals, price increases, changes to the swim programme, stage progression, renewals, course dates and times and payment rejections.
- The photograph we take of you and your children (if applicable) will allow us to check your identity when you use our centres;
- CCTV and Poolview cameras are operated 24 hours each day, in and around our premises, for the purposes of security, public safety and good management. CCTV recordings are kept for a maximum of 31 days and Poolview recordings are kept for a maximum of 21 days before being deleted.
- Personal and financial details provided by you will be processed by the Active team and the States of Jersey Treasury Department and will be securely disposed of within 6 months of expiry of your subscription;
- Once your subscription expires, you can request to have all your data removed from our records with immediate effect.

You can ask us: to stop processing your or your child's information; to correct or amend your or your child's information; for a copy of the information we hold about you or your child. You can also: request that the processing of your or your child's personal data is restricted; and withdraw your consent to the processing of your or your child's information. You can complain to us about the way your or your child's information is being used by contacting us at [dataprotection2018@gov.je](mailto:dataprotection2018@gov.je) alternatively you can complain to the Information Commissioner by emailing [enquiries@oicjersey.org](mailto:enquiries@oicjersey.org).

# TERMS & CONDITIONS

## Introduction

Welcome to Active Swim School. We guarantee to provide safe, quality swimming lessons that build confidence and ability, using qualified swimming teachers at all times.

Active (and the Active Swim School) is provided by the Government of Jersey (acting through the Minister for Growth, Housing and Environment, and shall be taken to include servants, agents, heirs and successors) ("Active").

Active can be contacted at Les Quennevais Sports Centre, St Brelade, Jersey, JE3 8LZ, Tel +44 1534 449888.

To help you get the best out of our lessons and to understand our responsibilities to you and your responsibilities to us, please read these terms and conditions carefully along with the 'Active Centre Rules' available on [www.active.je](http://www.active.je)

## Child Protection

All Active Swim School Instructors adhere to the Sports Division Safeguarding Policy. Active Swim School staff have a duty to act if they suspect a child in their care may be suffering from abuse or if a child makes a disclosure about abuse. If you have any concerns about Active Swim School staff please speak with our Safeguarding Lead.

## Payments

1. All lessons must be paid for in advance and in full; payment secures your place.
2. Direct Debit payments are set up on a monthly 'roll over basis' and are collected within the first 10 working days of the month. If you wish to stop your payments you must give us notice in writing. You can visit the Active office or email your request to [swimming@gov.je](mailto:swimming@gov.je). The subscription will end on the last day of the month in which we receive your notice. We will confirm, by email, that we have processed your cancellation request and will advise you to cancel your Direct Debit directly with your bank. If you do not receive this confirmation within 3 working days, you must inform us as soon as possible.
3. You are responsible for cancelling your Direct Debit once we have processed your cancellation and any payments relating to notice periods have been taken. **For the avoidance of doubt, Active shall not refund Direct Debit fees if you have not given us valid notice to cancel your subscription or fail to request to cancel your lessons pursuant these terms and conditions.**
4. Every time you fall behind with your Direct Debit payments we will charge an administration fee of £5.00 for each missed payment.
5. If any Direct Debit is returned unpaid, for whatever reason, we will send you an email to inform you, you will have 7 days to pay for the outstanding amount by cash, cheque or card. If payment is not received during this time, we will try to take the payment again the following month for the payment you have missed plus the administration charge plus the amount due for the current month.
6. If, despite us having notified you of a missed payment, further payments are missed, we reserve the right to either suspend or terminate the lessons and will refer all missed payments to the Treasurer of the States' Debts department.
7. The course fee is non-refundable. Active Swim School sessions and teachers are contracted for the term in advance. We are therefore unable to refund any monies for sessions missed because of general illness to either parent/guardian or child, broken limbs, holidays confirmed prior to or taken during the term or for missed sessions because of late arrival or non-attendance.
8. From time to time we may need to increase our fees. We will give you at least 10 working days' notice of any incoming price increase and will make it clear when the price increase will take effect and how much your subscription will cost after the increase.

## Missed Lessons

Lessons are not transferable, Active Swim School is under no obligation to refund, make up, credit or replace missed lessons.

## Medical Conditions

Parents/carers must notify Active Swim School about any known medical conditions/learning difficulty/allergy, as this could affect the safety of a swimmer booked onto a course. Similarly any new medical condition occurring once a swimmer has joined Active Swim School must be notified immediately.

## Accessible Lessons

Our swimming lessons are accessible and inclusive, however, our staff are not specifically trained to teach children with physical and complex needs and therefore cannot be held liable for the care of such children beyond the teaching of swimming techniques.

## Illness

Children must not swim if they are suffering from diarrhoea and for 14 days afterwards. In addition, children should not swim in public pools if they have open wounds, severe eczema or any infectious skin complaint.

## Swimwear

All swimmers are required to wear swimming hats, Active Swim School hats will be provided free of charge with the enrolment, damaged or misplaced hats can be purchased from Les Quennevais Sports Centre.

## Before your lesson starts

Children should not swim on a full stomach as they may swallow water and be sick. Children must go to the toilet and shower before swimming.

## Instructors

1. All Instructors are qualified, insured and experienced swimming teachers and hold the relevant Swim England certificate(s).
2. Active Swim School reserves the right to replace advertised instructors or programmes when unavoidable, all instructors will be fully qualified. Active Swim School are unable to accept requests for particular instructors.
3. As some physical contact with your child is unavoidable all staff adhere to Child Protection Procedures and are DBS checked.
4. If an instructor is unwell or cannot attend a session, Active Swim School will endeavour to provide a cover teacher.

## Re – Enrolment

All current swimmers will be given priority to re-enrol onto the next courses subject to payment status.

## Changing Day or Time

We will try our best to accommodate any requests to change the date or time of the lessons, however, please note Active Swim School is not be obliged to provide any credit or refund where we are not able to accommodate such requests.

## Pool closure

1. Pool closures happen on rare occasions, making it necessary to cancel lessons. In the unfortunate event that Active Swim School must cancel a lesson, if it is possible we will telephone all available numbers we have for you or send an email.
2. If a pool is closed due to a fault on our part, such as pool plant failure, water heating, chemical or quality problems, we will endeavour to add an alternative date. If we are unable to provide an alternative date we will offer a credit of 1 lesson or a refund.

## Cancellations

1. Active Swim School is under no obligation to refund your payment in the event that you are unable to attend part of or the entire course. We regret that we are unable to offer an alternative for missed lessons. Unfortunately, what seems like one simple request is an impractically huge administrative task when spread across hundreds of customers. We strongly recommend you ensure you are able to make the lessons before booking the course as refunds will not be offered.
2. If you cancel a course after you have paid for it, we shall not be obliged to provide you with any credit or refund.
3. If we determine that there is insufficient support for a course, we have the right to cancel, suspend or postpone the course before the date of the first lesson. We shall give you as much notice as possible of any such cancellation and we will provide you with a full refund of your course fee if no suitable alternative course is found. Our liability for any such cancellation shall be limited to this refund and we shall not be liable for any losses of any kind incurred by you as a result of such cancellation.
4. We will make every effort not to cancel lessons once a course has started but on rare occasions pool closure or other unforeseen circumstances may force us to do so. We shall give you as much notice as possible of any such cancellation. In this event we will offer you a substitute lesson on a date designated by us. If you notify us that you are unable to attend the substitute lesson in advance of the date scheduled for the substitute lesson, then you will receive a credit for the cancelled lesson. This credit may be offset against your fees for a subsequent course. If you do not accept the substitute lesson or do not wish to re-enrol for a subsequent course, we will provide a refund. We shall not be liable for any losses of any kind incurred by you as a result of such cancellation.

## Behaviour

In the event of a swimmer, parent, guardian, sibling or other associate refusing to obey an instruction from a member of staff, behaving in an unruly, abusive or threatening manner towards a member of staff or any other person, or causing damage to pool premises or any of the furniture fixtures or equipment on the school premises, the swimmer shall not be permitted to continue with the lessons. Active Swim School shall then have the right to terminate the lessons without further notice and without being required to offer any credit or refund to the swimmer and the swimmer shall not be accepted for any future courses.

## Lost Property

Active Swim School does not accept responsibility for any damage or loss of property or articles left on the premises (whether being worn or left in the pool/changing rooms) or within the grounds/car park of the premises. Please check with Reception if you have lost any belongings.

## General pool rules & Parental responsibilities

1. Children must all shower and go to the toilet before they enter the water.
2. Shoes must be removed before entering the poolside.
3. A swimming hat must be worn.
4. Children should not enter the pool until the class has started and should wait to be invited into the pool by the teacher.
5. Children under 8 years of age must leave the pool as soon as the class has finished unless they are accompanied by an adult
6. Safety for all is our paramount concern and we have the right to remove anyone on, in or around the pool who gives us any concern whatsoever with regard to safety.
7. You are responsible for any children you bring with you into any part of the swimming pool venue including the changing area.
8. During lessons parents or guardians must not interrupt or communicate with the instructor, distract the pupils or approach the poolside, unless it is a matter of health and safety.
9. If you feel that lessons are not providing adequate progression, please raise the issue with us by way of email or telephone call so that we can look for alternatives or make further recommendations.

## Changes to our Terms and Conditions

We may change these terms and conditions at any time. If 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 satisfied with the changes you may cancel your booking.



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Title Miss / Mrs / Ms / Mr / Mx (please circle)

Surname \_\_\_\_\_

First Name \_\_\_\_\_

Date of Birth \_\_\_\_\_

Address \_\_\_\_\_

Postcode \_\_\_\_\_

Telephone number \_\_\_\_\_

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Name: \_\_\_\_\_

Name: \_\_\_\_\_

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3. If we determine that there is insufficient support for a course, we have the right to cancel, suspend or postpone the course before the date of the first lesson. We shall give you as much notice as possible of any such cancellation and we will provide you with a full refund of your course fee if no suitable alternative course is found. Our liability for any such cancellation shall be limited to this refund and we shall not be liable for any losses of any kind incurred by you as a result of such cancellation.
4. We will make every effort not to cancel lessons once a course has started but on rare occasions pool closure or other unforeseen circumstances may force us to do so. We shall give you as much notice as possible of any such cancellation. In this event we will offer you a substitute lesson on a date designated by us. If you notify us that you are unable to attend the substitute lesson in advance of the date scheduled for the substitute lesson, then you will receive a credit for the cancelled lesson. This credit may be offset against your fees for a subsequent course. If you do not accept the substitute lesson or do not wish to re-enrol for a subsequent course, we will provide a refund. We shall not be liable for any losses of any kind incurred by you as a result of such cancellation.

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