

## Leisure terms and conditions

## Passport to Leisure (PTL): terms and conditions

### Card validity

- 1. The Passport to Leisure (PTL) card is only for Birmingham residents. If your property pays Council Tax to Birmingham City Council, you are a Birmingham resident.
- 2. The PTL card is valid for 12 months from the date of issue or renewal.
- 3. We do not accept cards after their expiry date.
- 4. It is the responsibility of the cardholder to renew the card before it expires.
- 5. As a PTL cardholder you must notify the leisure card office of any changes that make you ineligible for the card. This includes changes in personal details or circumstances.
- 6. You must report the loss or theft of a card immediately.

## Replacement card

- 1. If you need a replacement card, you may have to pay an administration fee.
- 2. If you are a cardholder and your name changes, you may receive a replacement card for free. You will need to provide documentation as proof, such as a marriage certificate.
- 3. You will only have one card issued to you, and it is not transferable. You cannot use a card belonging to anyone else.

### Using the card

- 1. You must show your card on each visit to obtain a discount. Without the card, you will be charged the full amount.
- 2. Only facilities listed in the PTL guide accept a PTL card.
- 3. At least one player must be a cardholder to see PTL court hire rates for:



- 3.1. badminton
- 3.2. squash
- 3.3. tennis
- 4. To qualify for a discount on children's courses (such as Strokes) the child must be a valid PTL cardholder.
- 5. Concessions are subject to availability, and we reserve the right to alter or withdraw them without notice. Reduced rates for PTL cardholders do not exist for all services, such as:
  - 5.1. club and group bookings
  - 5.2. team sports
- 6. The card cannot be used with any other promotions or special offers.
- 7. All activities and classes are subject to availability.

#### Data and fraud

- 1. We must protect the public funds we handle, so we may use the information you provide in relation to this application to prevent and detect fraud. If you provide incorrect information with the intent to defraud the council, we will take appropriate action.
- 2. We are committed to eliminating harassment and attacks. We reserve the right to withdraw, without compensation, the Leisure Card of any person deemed to be in breach of our anti-harassment policy.
- We reserve the right to withdraw the card and its advantages if you abuse the scheme, other customers or staff, or make a false application. The card will be cancelled if tampered with.



## Monthly membership scheme

#### **Payments**

- 1. We will debit your bank account for payment on the first day of each month, or shortly after.
- 2. If a direct debit payment fails, or you cancel your direct debit, we will suspend your membership until you pay the account in full.

### Your contract and cancelling your membership

- 1. The minimum contract period is 3 months.
- 2. You can cancel your membership contract in the cooling off period. This is the period before we take the first payment from your bank account.
- 3. If you pay by monthly direct debit and want to cancel your membership, you should give at least 28 days' notice in writing to <a href="mailto:BusinessSystems@birmingham.gov.uk">BusinessSystems@birmingham.gov.uk</a>
- 4. We will not provide refunds if you do not use the facilities.
- 5. You must report the loss or theft of a card immediately.
- 6. It is your responsibility to tell us if your medical history changes during your membership.
- 7. We will only consider the suspension of direct debit payments to customers who give evidence of exceptional circumstances.
- 8. We are committed to eliminating racial harassment and attacks. We reserve the right to withdraw, without compensation, the Leisure Card of any person deemed to be in breach of its anti-harassment policy.



## Gym induction

- 1. The scheme includes a free induction.
- 2. You must have an induction before using the gym.
- 3. If you book an induction but do not attend your appointment, we will charge you the full induction fee when you rebook.

### Data protection

- Any personal data obtained or held by the council will be held in accordance with the
  Data Protection Act 2018 (DPA 2018) and the UK General Data Protection Regulations
  (UK GDPR) and the council's corporate privacy policy which can be found at
  <a href="https://www.birmingham.gov.uk/privacy">https://www.birmingham.gov.uk/privacy</a>
- 2. Your Birmingham City Council account and any associated direct debits are administered using a database system provided by our service partner, Gladstone Ltd. Gladstone have access to our database and the personal information contained within it for administrative and maintenance purposes only. They will only share information that is necessary with relevant third parties for the purpose of delivering customer service.
- The information you have supplied on your application will be held for the duration of this
  agreement and will be deleted in line with our retention schedule upon notification you no
  longer wish to receive this service.

For further information, email the Birmingham Sport and Wellbeing Service at <a href="mailto:LeisureBookings@birmingham.gov.uk">LeisureBookings@birmingham.gov.uk</a>

We reserve the right to change terms and conditions and prices with prior notice.



## **Booking and cancellation**

- 1. You will need a Leisure or PTL Card to make a booking. You will need to show your Leisure Card when you arrive for your activity.
- 2. You can book sport activities, classes and courts up to 7 days in advance. Payment is needed at the time of booking.
- 3. If you are booking for someone else, you will need to know their:
  - 3.1. leisure card number
  - 3.2. postcode
  - 3.3. full name
- 4. When you book online, we will ask you to sign in. If you do not have an account, you will need to register.
- 5. If you cannot attend your session, you must contact your chosen facility.

#### Leisure Card holders

- 1. If you cancel your booking, you will not get a refund.
- 2. If you rebook an activity at a lower price, you will not receive a refund for any difference in price.



## **Gymnastics**

The following Terms and Conditions apply to all parents or guardians of any child attending gymnastics lessons on the GMAC gymnastics programme.

- 1. Gymnastics recreational classes are either 45 or 60 minutes long. Your child will have one lesson each week.
- 2. If you arrive more than 10 minutes late after your child's lesson has started, they will not be allowed in. This is to make sure that lessons are not disrupted and children are properly warmed up. We will not refund the cost of this lesson.
- 3. All children must wear shorts, leggings or tracksuit bottoms and an appropriately fitting tshirt to their class. If your child has a leotard, they may wear it if they choose. However, it is not essential.
- 4. We do not tolerate any abusive or aggressive behaviour towards our staff. If a member of staff feels threatened or offended, they have the right to refuse service.
- 5. Lessons are paid for in:
  - 5.1. blocks of 12 for the Recreation gymnastics term.
  - 5.2. blocks of 4 for Advanced/Intermediate/Elite gymnasts.
- 6. You are responsible for making your payments on time. We must receive the payment for the next term before your child's 12th lesson begins. We will send weekly payment reminder emails starting 3 weeks before the date of the 12th lesson.
- 7. If you do not make a payment for a term of classes on time your child will be automatically removed from their class. If this happens, we cannot guarantee a place would still be available and we may ask you to rejoin the waiting list.
- 8. If you have not paid for your child's lesson we have the right to refuse you entry to the class.
- 9. You must make sure the email address and contact number you have provided to the leisure centre is always up to date.
- 10. If you have not given us a valid email address, you should check with reception when the next payment is due.
- 11. If your child needs to move up to the next age group class, you can request a specific day or time. Places are subject to availability and not guaranteed.
- 12. If you leave prior to the end of a 12-week block, you will not get a refund.
- 13. If your child does not attend a lesson you will not get a refund.
- 14. If we must cancel a lesson for unforeseen circumstances, we will not charge for that lesson.



- 15. If we cancel a lesson, we will do this via the Home Portal. We will email to tell you about the cancellation. If we cancel a lesson with less than 4 hours' notice, we will phone you to tell you of the cancellation.
- 16. It is your responsibility to check your emails regularly and read the details including date of the cancellation.
- 17. We will make every effort to give prior notice of any alteration to, or cancellation of, activities or centre programmes, but reserve the right to do so without prior notice. We cannot be held responsible for any services or equipment not being available, for whatever reason.

#### Medical conditions

- 1. You must report all medical conditions to the gymnastics coaches and management. This is your responsibility. We will put these details on your child's profile.
- 2. If your child has a long-term medical condition that will prevent them from taking part in gymnastics, you must notify the site as soon as possible. We need a GP letter that states the condition and the date that your child can resume gymnastics.

### Lost property

1. We do not accept responsibility for any damage or loss of property or articles left on the premises (whether being worn or left in the gym/changing rooms) or within the grounds/car park of the premises.

### Update of information

1. It is your responsibility to make sure we have the most current, up to date and correct contact information for your children.

#### Collection of children

- 1. Your child's safety is of the highest importance to us. All children aged 12 years and under must be collected by a parent, guardian, or responsible person.
- 2. We will not release a child from class without a parent, guardian or responsible person being present during class dismissal. There will be no exception to this rule. We ask that all parents support us by arriving on time to collect their child at the end of the session.



3. If your child is under 8 years old, you must remain in the building during the session. If your child is 8 years and older you may choose to leave the building, but you must return before the end of the session to collect your child.



### **Swimming lessons**

The following Terms and Conditions apply to all parents or guardians of any child attending swimming lessons on the Strokes for Life programme.

- 1. Swimming lessons are either 30 or 60 minutes long. Your child will have one lesson each week.
- 2. Children must not arrive more than 10 minutes before the start of their allocated lesson. This allows time to check in at reception, get changed and be ready by the pool to start their lesson on time. Children should be ready to start their lesson no more than 2 minutes before the start time.
- 3. If you arrive more than 10 minutes late after your child's lesson has started, they will not be allowed in. This is to make sure that lessons are not disrupted. We will not refund the cost of this lesson.
- 4. We provide all armbands and swimming aids for the lesson.
- 5. Your child must wear appropriate swimwear for the use of indoor pools.
- 6. We do not tolerate any abusive or aggressive behaviour towards our staff. If a member of staff feels threatened or offended, they have the right to refuse service.
- 7. You are responsible for making your payments on time. We must receive the payment for the next block of lessons before your child's 10th lesson begins. We will send weekly payment reminder emails starting 3 weeks before the date of the 10th lesson.
- 8. If you do not make a payment for a term of classes on time your child will be automatically removed from their class. If this happens, we cannot guarantee a place would still be available and we may ask you to rejoin the waiting list.
- 9. If your child moves from a Stage lesson to the Rookie programme, there will be an increase in payment required.
- 10. You must make sure the email address and contact number you have provided to the leisure centre is always up to date.
- 11. If you have not given us a valid email address, you should check with reception when the next payment is due.
- 12. If you have not paid for your child's lesson, we have the right to refuse you entry to the pool.
- 13. If your child's achievement requires them to move stages, you can request a specific day or time, but we cannot guarantee a place.
- 14. Our lessons run using a continuous assessment, so there are no set dates when assessments will take place.



- 15. If you leave before the end of a 10-week block you will not get a refund, unless in exceptional circumstances at the manager's discretion.
- 16. If your child does not attend a lesson, you will not get a refund.
- 17. If we have to cancel a lesson for unforeseen circumstances, we will not charge you for that lesson.
- 18. If we cancel a lesson, we will do this via the Home Portal. We will email to tell you about the cancellation. If we cancel a lesson with less than 4 hours' notice, we will phone you to tell you of the cancellation.
- 19. It is your responsibility to check your emails regularly and read the details including date of the cancellation.
- 20. We will make every effort to give prior notice of any alteration to, or cancellation of, activities or centre programmes, but reserve the right to do so without prior notice. Birmingham City Council cannot be held responsible for any services or equipment not being available, for whatever reason.

### Movement to a new stage

- 1. When your child is ready to move, they will be moved by their instructor. You will be able to see this by email and on the Home Portal.
- 2. To move your child up to a new stage you can do this on Home Portal or at reception when collecting and purchasing your child's certificate. You will be able to see the days and times available for the stage you need.
- 3. Reception staff and the swim coordinator have the right to refuse to move a child up a stage if they do not appear on the mover's screen.
- 4. If there is no availability for your child's stage, we will freeze their lessons, and put them on the waiting list until a place becomes available.
- 5. If you would like to move your child to a different day or time you can make a request at reception. We will move your child if there is availability.

#### Medical conditions

You must report all medical conditions to the swimming instructors and management.
This is your responsibility. We will put these details on your child's profile. This can be
done via reception or your Home Portal account.



If your child has a long-term medical condition that will prevent them from swimming, you
must notify the site as soon as possible. We require a GP letter that states the condition
and the date that your child can resume swimming. We will review this on a case-bycase basis.

#### Lost property

- 1. We do not accept responsibility for any damage or loss of property to articles left on the premises. This includes:
  - 1.1. the pool
  - 1.2. changing rooms
  - 1.3. within the grounds and car park of the premises

### Update of information

- 1. It is your responsibility to make sure we have the most current, up to date and correct contact information for your children. This includes:
  - 1.1. contact numbers.
  - 1.2. home address
  - 1.3. date of birth
  - 1.4. working email address

#### Collection of children

- 1. Your child's safety is of the highest importance to us. All children aged 12 years and under must be collected by a parent, guardian, or responsible person.
- 2. We will not release a child from class without a parent, guardian or responsible person present during class dismissal. There will be no exception to this rule. We ask that all parents support us by arriving on time to collect their child at the end of the lesson.
- 3. If your child is under 8 years old you must remain in the building during the lesson. If your child is 8 years and older you may choose to leave the building, but you must return before the end of the lesson to collect your child.



# **Privacy policy**

- 1. Our website and online services use https. This ensures a protected and secured connection for you to submit any personal information.
- 2. If you choose to access our online services we may share your information with other council services and partner organisations. This helps us make sure our records are accurate and to identify services or benefits that you might be entitled to.
- 3. We have a legal requirement to share your information for the prevention and detection of fraud and/or other crimes or as the law requires.
- 4. We may monitor any email for security reasons and for monitoring internal compliance with council policy. This includes the content of emails and attachments. For example, we block inappropriate and offensive content. We may have to disclose the contents of any emails sent to the council to third parties under Data Protection legislation.
- 5. If you are using a public computer, we advise you to clear the contents of any form and internet history before leaving the computer. This will prevent others from viewing any details you have typed into a form.

For more information view the full privacy statement on the council website.