

1. This agreement is made between us, London Youth, as the operator of Woodrow Swim School based at Woodrow High House and you, the Customer (together referred to as the “Parties”).
2. By enrolling and paying for a course of lessons for you or a child, you agree to these terms and conditions and are responsible for all associated payments due to London Youth.
3. All references to days in this agreement shall be taken to mean calendar days.

### Payment terms

4. Term-time courses of lessons comprises a 30 minutes group lesson on the same day and time each week. Holiday crash courses comprise a 30 minutes lesson at the same time each day of the week for up to five days. The number of lessons that makes up each course will vary and will be confirmed at the point of booking. In the academic year, 2019/2020, the cost of each lesson is £10.25. The fee payable for each course is therefore £10.25 multiplied by the number of lessons in the course. You agree to book and pay for the whole course in advance of the course starting, or if you have enrolled after a course has begun, you must pay for all remaining lessons in that course.
5. Fees for group lessons are not transferrable.
6. Payment is accepted by the following methods:
  - Online payment via your CoursePro Home Portal account – this is the preferred method of payment
  - Card payments (excluding American Express) taken by telephone or in person

### Cancellation of lessons by London Youth

7. London Youth may cancel your enrolment if full payment is not received within 2 days of you making the booking or before the first lesson date, whichever is the sooner, or in the case of renewing a term-time course booking for the next term, by the renewal deadline date.
8. You accept that there are times when London Youth must close the swimming pool facility; for example, due to staffing shortages, children toileting in the pool, or urgent maintenance. We will always endeavour to notify you of a closure with as much notice as possible.
9. If for any reason we are unable to run any lesson on your course we will issue a credit for that lesson to your account, which can be redeemed against your next course with us. Any credit which is not redeemed as part of a subsequent purchase at the end of the term will be refunded to you.
10. If for any reason London Youth decides to cancel a course, you will be offered the choice of switching to an alternative course; or taking a full refund for all outstanding lessons. No administration fee will be deducted in such a case.
11. All potential refunds are subject to an authorisation process by the Head of Centre on request of the Leisure Centre Manager, and if approved, a subsequent administrative processing period internally.

## **Requests by the Customer to amend or cancel a booking**

12. If you have booked a course online, you agree to check the details on the booking confirmation correspondence that you received from London Youth. If you believe you have made a mistake in your booking you will make us aware asap so that we can endeavour to correct that for you.
13. London Youth is unable to offer a refund or rescheduling of lessons if for any reason you cannot attend (e.g. your child's ill health, injury or adverse weather where you choose not to travel).
14. If for any reason you choose to cancel your booked course of lessons more than 14 days prior to the date of the first lesson of the course, we will issue you with a refund for the amount you paid, less a £25 admin charge. This is applicable to new customers & customers rebooking for the following term.
15. Any requests to cancel bookings, which are received 14 days or less prior to the course start date will not be eligible for a refund.
16. Having booked a course of lessons which is starting in 14 days or less, you can request to change your booking details. We will endeavour to accommodate your request subject to a space being available but may reasonably refuse to do so. For term-time lessons, we will note such requests on a waiting list in advance of the following term and endeavour to make the change then if space permits. Any amendments following a confirmed booking once term has started will be subject to a £15 administration charge.
17. When re-booking at the end of a term-time course we ask that you pay for the next term using our online booking system via your Home Portal. Any requests for changes to lessons will need to be submitted as per the renewal instructions provided.
18. Any request to cancel or amend a course must be submitted by email to [helloswimschool@londonyouth.org](mailto:helloswimschool@londonyouth.org).

## **Conduct on site and swim readiness**

19. You agree to inform us of any relevant medical or additional needs that you or your child may have, including, but not limited to, pregnancy of the accompanying adult (in Adult and Child classes) and undertake to inform us of any changes to this information that may occur during the course of lessons.
20. You are responsible for the behaviour of any children that you bring on site and must always supervise them. The swimming lesson begins when the register has been taken and ends when the student is returned to the changing rooms at the end of the lesson, or if they need the toilet during the lesson. Although we will endeavour to hand the student back directly to the parent or guardian, the student is the full and sole responsibility of the parent or guardian when they are returned to the changing room door at the end of the lesson. Please ensure that you or your appointed guardian are in place to collect your child at the end of the lesson.
21. Children under the age of eight must always be closely supervised, aside from when they are in the pool hall attending their lesson and are with the teacher. The supervising parent/guardian must remain on the premises for the duration of the lesson. Children must not be on poolside any earlier than five minutes prior to their lesson start time.
22. Offensive, bullying or aggressive behaviour or language towards Woodrow staff is not acceptable and will not be tolerated. We will ask anyone displaying such behaviour to leave the site.

23. We reserve the right to remove a child from a lesson if their behaviour is causing undue disruption to others in the pool or causing a safety concern. You will not be eligible for any refund where the reason for missing any lesson or part of a lesson is as a result of your child's behaviour.
24. We follow PAS 520:2015; a national industry agreed set of pool safety standards. Children aged three or under must wear a disposable or reusable swim nappy underneath an additional neoprene coated or equivalent over-nappy cover with close fitting leg and waist ribs. A disposable swim nappy should not feature absorbent materials that swell and add weight to the swim nappy. Both nappies need to be of the correct size to limit the possibility of leaks of faecal matter. The nappy cover should be constructed of coated neoprene or equivalent and constructed in such a way, including waist and leg ribs, as to reduce or eliminate the possibility of leakage through seams. The neoprene nappy should be of snug fit with the ribs covering the nappy underneath to ensure a seal.
25. London Youth reserves the right to refuse entry to pupils who are not wearing appropriate swimwear.
26. You agree that the enrolled swimmer will not attend if they are unwell. Seek advice from the doctor, if necessary, as to when it is safe to return to swimming.
27. You are not permitted to bring animals to Woodrow High House, except for assistance dogs. Prior notification should be given to the Leisure Centre Manager or Head of Centre.
28. You are prohibited from smoking anywhere on site, this includes electronic cigarettes.
29. No filming or photography of children is permitted when on site. If anyone is found to be taking photos or filming, they will be asked to stop immediately and for photos/ film to be destroyed.

### **Teaching policies and procedures**

30. London Youth will provide suitably qualified swim teachers. Our teachers work in the water for some classes and will focus on achieving optimum results by supporting the body and aiding correct stroke technique through demonstration and manipulation.
31. We endeavour to provide a temporary replacement teacher in the event of any teacher absence. We reserve the right to replace teachers on a long-term basis, if necessary, once the course has started.
32. The 30-minute lesson includes time for the teacher(s) to get the class into and out of the pool, adjust lane ropes if required, mark attendance on the register and score each student's performance.
33. While London Youth takes responsibility for swimmers during their swimming lessons, parents and/or guardians must remain on site throughout the lesson and are responsible for their children at all times.
34. The planned schedule of classes (including group sizes) is subject to change owing to teacher availability and the number of swimmers who are enrolled.
35. We reserve the right to combine abilities within a class, and to have multiple abilities swimming within a class where needed. Our teachers are trained in how best to work dynamically with groups of different abilities if required to do so.
36. When enrolling children onto swimming lessons, if a swimmer is new to Woodrow, it is the responsibility of parents to check our Find Your Swim Level document on our website to ensure children are placed in a class suitable for their swim ability. Parents should also ensure they are giving our staff information which is as accurate as possible during the enrolment process. If in doubt, always email us.

## Other terms

37. Except where otherwise expressly stated in these booking conditions, London Youth shall be under no liability in the event that it is unable to fulfil its obligations under this contract due to an event beyond its control, including but not limited to war, threat of war, riot, civil disobedience, government action, terrorism, natural or industrial disaster, fire, adverse weather conditions, floods or threat of flooding.
38. In accordance with the General Data Protection Regulations (GDPR), London Youth agrees to keep confidential all information about you/ your child and only share it with those members of staff who require it to carry out their role effectively.
39. London Youth has public liability insurance up to £10 million per claim.
40. Nothing in this agreement excludes or limits liability for:
  - (a) death or personal injury caused by negligence; or
  - (b) fraud
41. Neither London Youth nor its staff shall be liable for:
  - a) loss or theft of, or damage to, any personal property;
  - b) cancellation;
  - c) any loss of goodwill, reputation or opportunity; or
  - d) any indirect or consequential loss which arises out of or in connection with this agreement or any breach or non-performance of this agreement, no matter how fundamental, including by reason of London Youth's negligence.
42. All vehicles must park in the designated areas and are left at the owner's risk (including any personal property inside the vehicle). London Youth accepts no responsibility for vehicles parked at Woodrow High House or its surrounding area.
43. Each of the Parties acknowledges and agrees that in entering into this agreement it does not rely on any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this agreement.
44. Each of the Parties acknowledges and agrees that the only remedy available to it for breach of this agreement shall be for breach of contract under the terms of this agreement. Nothing in this agreement shall, however, operate to limit or exclude any liability for fraud.
45. This agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this agreement.
46. If any term or condition herein is declared to be unenforceable or invalid, it shall be severed from the remaining provisions which will continue to be valid and enforceable.
47. No term of this agreement shall be enforceable under the Contract (Rights of Third Parties) Act 1999 by a third party.
48. This agreement is governed by and shall be construed in accordance with the laws of England. The Parties submit to the exclusive jurisdiction of the courts of England and Wales as regards any claim, dispute or matter (whether contractual or non-contractual) arising out of or in connection with this agreement.