

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 private swimming lesson, 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. The cost per private lesson is £37 for each one-to-one lesson, £50 for each one-to-two lesson and £60 for each one-to-three lesson. You agree to pay the full cost of the lesson(s) booked in advance of the lesson dates in order to secure those lesson slots.
5. Payment is to be made online as per instructions provided, which is the preferred method of payment and booking. Where this is not possible, a card payment (excluding American Express) will be taken by telephone.
6. You agree to book and pay for your lesson in advance of this starting.
7. London Youth reserves the right to cancel your booking if full payment is not received within 2 days of you making the booking or before the first lesson date, whichever is the sooner.
8. London Youth reserve the right to charge a late payment fee on any amounts not paid by their respective due dates, in accordance with late payment legislation.
9. Fees for private lessons are not transferrable to group or holiday lessons.

### Cancellation of Lessons by London Youth

10. 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.
11. If we are unable to operate the facility and your lesson is cancelled because of reasons within our control (e.g. a maintenance issue with the facility) we will offer you a credit for the cost of that session. Our liability is limited to the price you paid for that session. London Youth accepts no liability for any consequential loss that you may suffer.
12. If we are unable to operate the facility and your lesson is cancelled because of reasons beyond the control of London Youth (e.g. poor weather conditions rendering the site inaccessible) then we bear no liability for your loss.
13. If for any reason London Youth cancels a lesson, you will be offered the choice of switching to an alternative lesson, subject to availability; or taking a full refund. No administration fee will be deducted in such a case.
14. Any system of credits or alternative lessons offered at any time by reason of cancellation on the part of London Youth is a gesture of goodwill only and does not amount to a contractual entitlement.
15. All potential refunds are subject to an authorisation process by the Head of Centre on the 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

16. Once you have booked your lesson, you agree to check the details on the booking confirmation correspondence that you receive from London Youth. If you believe there is a mistake with your booking, you will make us aware within 24 hours so that we can endeavour to correct that for you.
17. If you cancel a booked lesson(s) more than 7 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 £15 admin charge per lesson cancelled.
18. If you cancel a booked lesson(s) which is happening in 14 days or less, you can request to change your booking. We will endeavour to accommodate your request subject to availability but may reasonably refuse to do so. Any requests approved for change will be subject to a £15 admin charge per lesson.
19. Once you have paid for your lesson (s), any requests to cancel bookings, which are received 7 days or less prior to the course start date will not be eligible for a refund.
20. Any request to cancel or amend a lesson must be emailed to [helloswimschool@londonyouth.org](mailto:helloswimschool@londonyouth.org)

## Refunds and Make Up Lessons

21. 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.
22. By exception, if you book five or more lessons, London Youth will offer you one make-up lesson, providing at least 24 hours written notice is given of your absence(s). This must be communicated in writing to [helloswimschool@londonyouth.org](mailto:helloswimschool@londonyouth.org)
23. Any alternative lessons are subject to availability and no refund or credit will be available if you are unable to make any of the offered slots, where these are available.

## Covid-19

24. If the Centre cancels your lesson due to Covid-19, the missed lesson(s) will be credited to you, to be used against a future private lesson(s). If you prefer, London Youth will issue a refund for all amounts paid upon request in this instance.
25. If the Government guidance is that swimming lessons may go ahead at the time the lesson is due to take place, and you elect not to attend your lesson, London Youth's cancellation terms will exist in the normal way.
26. Due to Covid-19 and the possibility of needing to self-isolate, those who book five or more private lessons (1:1, 1:2 or 1:3) are entitled to reschedule one private lesson, to one of equal or lesser value, by giving 24 hours' notice to [helloswimschool@londonyouth.org](mailto:helloswimschool@londonyouth.org).

## Swimming Lesson Procedures

27. By booking a private lesson(s) with Woodrow Swim School, you agree to abide by the Return to Swim Code of Conduct and all procedures as communicated with you at the time of booking.
28. London Youth will provide suitably qualified swim teachers. We will always endeavor to provide a temporary replacement teacher in the event of teacher absence. We reserve the right to replace teachers as appropriate.
29. We reserve the right to run private lessons alongside group lessons, as needed. Booking a private lesson does not include private hire of the pool.

## Other terms

30. 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.
31. 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.
32. London Youth has public liability insurance up to £10 million per claim.
33. Nothing in this agreement excludes or limits liability for:
  - a. death or personal injury caused by negligence; or
  - b. fraud
34. 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.
35. 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 areas.
36. 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.
37. 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.
38. 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.
39. 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.
40. No term of this agreement shall be enforceable under the Contract (Rights of Third Parties) Act 1999 by a third party.
41. 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.