

Terms of Booking

1. This agreement is made between us, “London Youth”, as the operator of Woodrow Swim School, based at Woodrow High House (the “Centre”) and you, the “Customer”, together referred to as the “Parties”.
2. Our terms and conditions are in place to protect not just London Youth, but your rights as the Customer, in line with the Consumer Rights Act, and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations.
3. Under the above regulations, certain activities that have set aside capacity and resources on specific dates, are exempt from a consumer’s automatic right to cancellation; however, it is up to the trader to offer this should they choose to do so.
4. For the avoidance of doubt, by submitting and paying for a booking for your child/ children to attend swimming lessons for specific date/s during a specified period, which requires the Centre to ensure and confirm the required resources to deliver on this booking, the Customer is entering into a contractual agreement with the Centre and London Youth.
5. By booking and paying for your child/ children to attend swimming lessons at the Centre, you agree to the terms and conditions as outlined in this document and accept responsibility for all associated payments due to London Youth.
6. All references to days in this agreement shall be taken to mean calendar days.

Group Lessons

7. Bookings are made in “course blocks” of lessons, comprising of a 30-minute group lesson.
 - a) **Term Time Weekly Group Lessons**

The number of lessons that make up each course will be your choice of a 10-week course or a 13-week course. Classes will be the same day and time each week.
 - b) **Holiday Crash Course Group Lessons**

The course block is made up of 5 lessons Monday – Friday. A bank holiday week will run from Tuesday – Friday. Where the bank holiday falls on a Friday, this will be structured accordingly. Lessons will be the same time each day of the crash course week.
8. Trial lessons are available for new customers only, who would like to try our lessons first, before committing to a full course booking. Trial lessons are booked and paid for in advance by telephone. A trial lesson is a group lesson lasting 30-minutes and costs the same price as a single group lesson.

Payment Terms

9. Payment is to be made online via your CoursePro Home Portal account, which is the preferred method of payment. Where this is not possible, by arrangement you will be issued with a unique payment link and are able to pay by card (excluding American Express) online.
10. You agree to book and pay for the whole course in advance of the course starting.
11. Your payment, in full, alongside your portal booking confirmation email, is your acceptance of these terms and conditions. Any bookings not paid for in full are not confirmed bookings and therefore your space is not secured until payment is made.
12. Where a booking is made offline, and not via the CoursePro portal, London Youth reserves the right to 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 topping up a block, by the renewal deadline date, which will be the start of the last lesson within your current block of lessons.
13. London Youth reserves the right to charge a late payment fee on any amounts not paid by their respective due dates, in accordance with late payment legislation.
14. Fees for group lessons are not transferable between other lessons.

Cancellation of Lessons by London Youth

15. 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.
16. 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):
 - a) the missed lesson will automatically be added to the end of your course run for weekly term time lessons. If you are unable to attend the additional lesson/s, you will notify us within 48 hours of the original lesson cancellation, and we will apply a credit to your account.
 - b) we will contact you to either be credited with an alternative lesson, or a refund for that lesson, for holiday Crash Course lessons.
 - c) 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.
17. If we are unable to operate the facility and your session 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.
18. Any system of credits or course extension 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.

19. All potential refunds are subject to an authorisation process by the Head of Centre on request of the Swimming Sales & Operations Manager, and if approved, a subsequent administrative processing period internally.

Requests by the Customer to Amend a Confirmed Booking

20. Once you have booked a course block, you agree to check the details on the booking confirmation correspondence that you received from London Youth.
21. If you believe there is a mistake with your booking, you must make us aware within 48 hours so that we can endeavour to correct it for you. If you make us aware after this, then there may be an administration fee to make any further amendments.
22. Having booked a course block of term-time lessons which is starting in 14 days or less, or a holiday crash course which is starting in 7 days or less, you can request to change your booking details. We will endeavour to accommodate your request subject to a space being available. If there are no spaces available, then it is your responsibility to keep checking for new spaces.
23. Any amendments following a confirmed booking once your course has started may be subject to an administration fee.
24. Once you have paid for your term-time course block, your booking is final, subject to these terms and conditions.
25. Any request to cancel or amend a course of lessons, including when topping up at the end of a block course, must be submitted in writing, by email to helloswimschool@londonyouth.org. Change requests cannot be taken over the phone or in person.
26. London Youth reserves the right to reasonably refuse a change request.

Cancellations and Refund Requests by the Customer

27. The Customer does not have the right to automatic cancellation and refund, in line with the Consumer Rights Act, and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations.
28. London Youth have opted to write into our terms and conditions that once you have booked a course with us, you will have the right to change your mind and withdraw, with the option of a refund, within 14 calendar days from the point of booking for term time lessons or 7 days for holiday lessons.
29. Once you have paid for your booking, you will not have the automatic right to cancel. If a request to cancel is received outside the window noted above or less prior to when the booking starts, you will not automatically be entitled to a refund.
30. However, if for any reason you choose to cancel your booked:

- a) Course of term-time 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. If you are a first-time customer and want to cancel your booking, we will issue you with a refund for the amount you paid. An administration fee may be applicable.
 - b) Holiday crash course of lessons 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 an administration fee.
 - c) Trial lesson, or do not attend, you will not be eligible for a refund.
31. Once any course has started, or you do not attend, you will not be eligible for a refund.
32. Under the Consumer Rights Act, the Customer will have the right to challenge the service provided and submit a complaint, and if it is deemed your complaint is a valid one, a refund may be considered. Failure to attend a booking does not entitle the Customer to an automatic refund.
33. London Youth will reasonably consider cancellations and refund requests. All requests must be made by email to helloswimschool@londonyouth.org . Requests made over the phone, a voicemail, or in person will not be considered.
34. 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, and the centre is open.
35. All potential refunds are subject to an authorisation process by the Head of Centre on request of the Swimming Sales & Operations Manager, and if approved, a subsequent administrative processing period internally.

Swimming Levels

36. When enrolling children into lessons, if a swimmer is new to Woodrow, it is the responsibility of parents to check they are on the correct swimming level. You agree to check our website to ensure you understand these criteria, and your child/ children are placed in a class suitable for their swim ability. If in doubt, you will email us, and we will advise accordingly.
37. When your child is ready to move up to the next level, you will be notified accordingly via our booking system, CoursePro. If there is availability in a convenient class, we will move your child from the following lesson.
38. If there is no availability in a convenient class, you will be asked to remain in your current lesson until a space becomes available in your preferred class(es). We are unable to pause lessons while you wait for a space to become available. We are unable to refund you if you decide you do not want to remain in the class until a space becomes available. By booking with Woodrow Swim School, you understand and accept this.
39. You agree to provide our staff information which is as accurate as possible during the enrolment process, in order to support you and your children effectively. This is particularly important when communicating health information and/ or additional needs.

Swimming Procedures

40. By booking a course block of lessons with Woodrow Swim School, you agree to abide by the “Swim School Code of Conduct” and all procedures as communicated with you at the time of booking.
41. London Youth will provide suitably qualified swimming teachers. We will always endeavor to provide a temporary replacement teacher in the event of teacher absence. We reserve the right to replace teachers on a long-term basis, if necessary, once the course has started.
42. 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.
43. The planned schedule of classes (including group sizes) is subject to change owing to teacher availability and the number of swimmers who are enrolled.
44. 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. By booking with Woodrow Swim School, you understand and accept this.

Other Terms

45. 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.
46. 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.
47. London Youth has public liability insurance up to £10 million per claim.
48. Nothing in this agreement excludes or limits liability for:
 - a) death or personal injury caused by negligence; or
 - b) fraud
49. Neither London Youth, nor its staff, shall be liable for:
 - a) Loss or theft, or damage to, any personal property.
 - b) Cancellations as defined in these terms.
 - 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).

50. 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.
51. 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.
52. 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.
53. 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.
54. 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.
55. No term of this agreement shall be enforceable under the Contract (Rights of Third Parties) Act 1999 by a third party.
56. 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. In the event of a medical emergency, we will make every effort to contact parents / carers before arranging medical treatment. If this is not possible, we will inform you at the earliest possible time afterwards.