

### Terms of Booking

1. This agreement is made between us, “London Youth”, as the operator of Woodrow Leisure Centre, 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 to attend the National Pool Lifeguarding Qualification (NPLQ) course 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 enrolling and paying for the National Pool Lifeguarding Qualification (NPLQ) course 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. By enrolling and paying for the National Pool Lifeguarding Qualification (NPLQ) course at the Centre, your booking is final, subject to these terms and conditions.
7. All references to days in this agreement shall be taken to mean calendar days.

### NPLQ Course Attendance

8. The NPLQ course runs from 8:00am to 5:00pm. It is the responsibility of the attendee to ensure they arrive and depart on time. Latecomers may not be admitted to the course.
9. By booking a place on the NPLQ course run by Woodrow High House, you agree to abide by the Leisure Centre Code of Conduct and all procedures as communicated with you at the time of booking and/ or during the course.

### Payment Terms

10. Payment is to be made online via the Cinolla Portal account, which is the preferred method of payment.
11. 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, or payment will be taken over the phone.
12. You agree to book and pay for the NPLQ course, in full, at the point of booking via the Cinolla Portal, or within 24 hours of making your booking if paying by separate arrangement.

13. London Youth reserves the right to cancel your enrolment if full payment is not received within 24 hours of you making the booking.
14. Your payment, in full, alongside your portal booking confirmation email, is your acceptance of these terms and conditions. Please note, any bookings not paid for in full are not confirmed bookings and therefore your space is not secured until payment is made.

### **Cancellation of NPLQ Course by London Youth**

15. If we are unable to operate the facility and your NPLQ course is cancelled because of reasons within our control (e.g., emergency maintenance), our liability is limited to the price you paid for the NPLQ course. London Youth accepts no liability for any consequential loss that you may suffer.
16. 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.
17. If for any reason London Youth cancels the NPLQ course, you will be refunded in full.
18. We will endeavour to notify you of a cancellation with as much notice as possible.

### **Amendments, Cancellation and Refund Requests by the Customer**

19. 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.
20. Once you have booked your NPLQ course, you agree to check the details on the booking confirmation correspondence that you received from London Youth. If you do not receive a booking confirmation email, it is your responsibility to let us know ASAP.
21. If you believe there is a mistake with your enrolment, you must make us aware within 48 hours so that we can endeavour to correct that for you. If you make us aware after this, we cannot guarantee we can make changes, and/ or there may be an administration fee to make any further amendments.
22. If you choose to cancel your booked NPLQ course more than 14 days prior to the date of the first day, we will issue you with a refund for the amount you paid, subject to these terms and conditions. An administration fee may be charged.
23. Once you have booked and paid for your NPLQ course, a request to cancel a booking, which is received 14 days or less prior to the course start date, is not eligible for a refund.
24. If the NPLQ course is running and you elect not to attend for any reason, you are not eligible for a refund. London Youth's cancellation terms will exist in the normal way.

25. If a cancellation request is due to illness, a request must be emailed with a medical certification (e.g., a GP's or Doctor's note). There is no guarantee of a refund, however, such requests will be reasonably considered.
26. All cancellation requests or amendments must be made in writing, by email to [rlss@londonyouth.org](mailto:rlss@londonyouth.org). Requests made over the phone, a voicemail, or in person are not valid and will not be considered.
27. In the event that the NPLQ course has a waiting list, and a late cancellation that is not eligible for a refund can be replaced by a candidate on the waiting list, we will consider a partial refund in this instance, less a 10% administration fee.
28. London Youth reserves the right to reasonably refuse any request for a refund.
29. 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 NPLQ course does not entitle the Customer to an automatic refund on this basis.
30. All potential refunds are subject to an authorisation process by the Head of Centre on request of the Leisure Centre Operations Manager, and if approved, a subsequent administrative processing period internally.

## Health Information

31. If the attendee believes that they have any additional needs that may require more personalized support, they must contact our team in advance to discuss. Please email [rlss@londonyouth.org](mailto:rlss@londonyouth.org) or call 01494 433531.
32. In the event of a medical emergency, first aid will be administered where deemed necessary by Woodrow High House first aid qualified staff. NPLQ course bookings are subject to these booking conditions and if you do not consent to receiving emergency first aid treatment then we are unable to accept your booking.
33. In the event of a medical emergency, we will make every effort to contact the emergency contact before arranging medical treatment. If this is not possible, we will inform them at the earliest possible time afterwards.
34. You agree to provide attendee information which is as accurate as possible during the enrolment process, in order to support you effectively. This is particularly important when communicating health information and/ or additional needs.

## Other Terms

35. 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.

36. 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.
37. London Youth has public liability insurance up to £10 million per claim.
38. Nothing in this agreement excludes or limits liability for:
- death or personal injury caused by negligence; or
  - fraud
39. Neither London Youth, nor its staff, shall be liable for:
- Loss or theft, or damage to, any personal property.
  - Cancellations as defined in these terms.
  - Any loss of goodwill, reputation, or opportunity; or
  - 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).
40. 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.
41. 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.
42. 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.
43. 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.
44. 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.
45. No term of this agreement shall be enforceable under the Contract (Rights of Third Parties) Act 1999 by a third party.
46. 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.