

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 you/ 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.

Private Lessons

7. Bookings comprise a 30-minute private lesson, booked as follows:
 - a) Term Time Weekly Private Lessons
You can book a single lesson or a course of four lessons. A single lesson does not guarantee your space the following week.
 - b) Holiday Private Lessons
Lessons are booked individually.
8. Trial lessons are not available for private lessons.

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 lesson(s) in advance of the lesson 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.
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 private 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 Private 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 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.
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 your lesson(s), 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 24 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. 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.
23. 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 automatically be eligible for a refund.
24. However, having booked lesson(s) starting in 7 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 if there are no spaces available.
25. Any amendments following a confirmed booking once your lessons block has started may be subject to an administration fee.
26. Once you have paid for your lessons, your booking is final, subject to these terms and conditions.
27. Any request to cancel or amend a lesson(s), must be submitted in writing, by email to helloswimschool@londonyouth.org. Change requests cannot be taken over the phone or in person.
28. London Youth reserves the right to reasonably refuse a change request.

Cancellations and Refund Requests by the Customer

29. 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.
30. 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 7 days of booking for private lessons.
31. 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.
32. Once any lesson has started, or you do not attend, you will not be eligible for a refund.
33. 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.
34. 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.

35. 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.
36. 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 Procedures

37. By booking private lesson(s) 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.
38. 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.
39. 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.
40. 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.
41. 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

42. 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.
43. 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.
44. London Youth has public liability insurance up to £10 million per claim.
45. Nothing in this agreement excludes or limits liability for:
 - a) death or personal injury caused by negligence; or
 - b) fraud
46. 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).
47. 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.
48. 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.
49. 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.
50. 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.
51. 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.
52. No term of this agreement shall be enforceable under the Contract (Rights of Third Parties) Act 1999 by a third party.
53. 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.