Woodrow Swim School

2025 Group Swimming Lessons

Terms and Conditions (Updated 01 January 2025)

Woodrow High House
LONDON YOUTH

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 *C*onsumer 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 by direct debit which are processed in the same month for the swimming lessons taking place that month. This comprises of a 30-minute group lesson. Classes will be the same day and time each week.

8. Classes operate every week of the year, except bank holidays, during the six-week school summer holidays, and two weeks over Christmas. This equates to 44 weeks per year.

9. Trial lessons are available for new customers only, who would like to try our lessons first, before committing to a direct debit booking. Trial lessons are booked and paid for in advance by email and payment link. A trial lesson is a group lesson lasting 30 minutes and costs the same price as a single group lesson.

Payment Terms

10. Payment is to be made online via our website or your CoursePro Home Portal account, which is the preferred method of payment.

11. Swim lesson payments are completed on a monthly direct debit basis. Upon joining swimming lessons, you will pay a pro rata payment, this covers your lessons until the direct debit can start. The collection from your bank will always be taken in advance to secure your space in the lessons for the month ahead. You agree to book and pay for the lessons on this basis.

12. If a direct debit payment is missed, it can be paid in your home portal account. A new direct debit mandate will need setting up in your home portal account, or with the duty manager on your next visit to the centre.

13. We collect your direct debit payment on 1st of each calendar month or the nearest working day after this. If a direct debit is returned by your bank unpaid, we have the right under BACS regulations to re-present a request for this payment at any point without notice but within one month of the original charge.

14. Any bookings not paid for in full are not confirmed bookings and therefore your space is not secured until payment is made.

15. Fees for group lessons are not transferable between other lessons.

16. 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.

17. London Youth reserves the right to challenge and collect any outstanding monies subject to an indemnity claim made without true cause.

Cancellation of Lessons by London Youth

18. 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.

19. 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 next available direct debit will be reduced by the price of the lessons cancelled.

    b) If your direct debit has been cancelled, a refund will be processed for the price of the lessons cancelled.

    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.

20. 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.

21. 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.

22. 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

23. Should your personal details change, you must notify us immediately. The details we hold for you will be used to communicate electronically as per BACs regulations.

24. Once you have booked swimming lessons, you agree to check the details on the booking confirmation correspondence that you received from London Youth.

25. 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.

26. Any amendments following a confirmed booking once your lessons have started may be subject to an administration fee.

27. Once you have paid for your swimming lessons, your booking is final, subject to these terms and conditions.

28. Any request to cancel or amend a course of lessons must be submitted in writing, by email to swimming@londonyouth.org. Change requests cannot be taken over the phone or in person.

29. London Youth reserves the right to reasonably refuse a change request.

Cancellations and Refund Requests by the Customer

30. The Customer does not have the right to automatic cancellation and refund, in line with the Consumer Rights Act, and the *C*onsumer Contracts (Information, Cancellation and Additional Charges) Regulations.

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 course 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 formal complaint. Complaints must be submitted in writing, FAO the Swimming Manager, and within 24 hours of the issue/ concern. The complaints procedure will be followed, and where it is found your complaint is to be upheld, a refund may be considered.

34. Failure to attend a lesson does not entitle the customer to an automatic refund.

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 cancellations of direct debits will need to be completed by 15th of any month for the cancellation to take effect. Any cancellation of direct debits made after this date, will be cancelled the following month. All direct debit cancellations are made with the bank.

37. London Youth will reasonably consider cancellations and refund requests. All requests must be made by email to swimming@londonyouth.org. Requests made over the phone, a voicemail, or in person will not be considered.

Swimming Levels

38. 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.

39. When your child is ready to move up to the next level, you will be notified accordingly via our booking system, CoursePro or by us. If there is availability in a convenient class, we will move your child from the following lesson.

40. 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.

41. 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

42. By booking swimming 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.

43. 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.

44. 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.

45. The planned schedule of classes (including group sizes) is subject to change owing to teacher availability and the number of swimmers who are enrolled.

46. 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

47. 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.

48. 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.

49. London Youth has public liability insurance up to £10 million per claim.

50. Nothing in this agreement excludes or limits liability for:
    a) death or personal injury caused by negligence; or
    b) fraud

51. 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).

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

57. No term of this agreement shall be enforceable under the Contract (Rights of Third Parties) Act 1999 by a third party.

58. 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.