



## Terms and Conditions

2018

### General

1. LED Leisure Management Ltd (LED) is committed to providing a safe and healthy environment for children; the LED's Child Protection Policy may be viewed upon request.
2. Photography within the centre is strictly prohibited. No cameras, video equipment or mobile phones are permitted on poolside, in the viewing areas or in the changing rooms.
3. Any unacceptable or inappropriate behaviour by a pupil or their parent/carer (which includes any breach of these terms and conditions) will give LED, at its discretion, the right to cancel any outstanding lessons and refuse to re-book further lessons.
4. LED will not under any circumstances accept responsibility or liability damage or loss to any goods, articles or property of any kind brought into or left at the facilities. Please do not ask teachers to safeguard items as they are unable to do so. Lockers are provided for your use at each facility.
5. LED reserves the right to amend these Terms and Conditions without notice.

### Swimming Lessons

6. All under 8's must have a responsible adult in the building at all times.
7. All lessons must be booked and paid for in advance. All medical conditions/disabilities must be disclosed upon booking. (These will not preclude the child from being accepted for lessons but will enable the teacher to make any necessary arrangements if required – these will be discussed with you if needed.)
8. Class numbers are limited and are determined by LED to ensure optimum teaching environment and health safety of all pupils.
9. Priority for places will be given to those children already having lessons.
10. LED reserves the right to allocate children to a class most suited to their ability. A swimming assessment may be required prior to joining the scheme.
11. LED reserves the right to use suitably qualified relief teachers without prior notice (LED will keep this to a minimum but it is sometimes unavoidable – due to, for example illness of the usual instructor).
12. No pupils may be changed poolside or spectator areas. There are changing facilities and lockers provided and we ask all customers to use these facilities for the comfort and security of all customers.
13. All pupils must wear appropriate clothing (i.e fitted bathing costume or trunks). Long hair must be tied back and no jewellery should be worn (other than stud earrings). LED reserves the right to refuse to allow a pupil to take part in a lesson (without any refund of the fee) if they do not comply.
14. LED reserves the right to remove any pupil from the lesson if they have not attended for 6 consecutive weeks without any prior communication.

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15. Parents/Carers must never distract a pupil or teacher during the lessons. All communication with the teacher should be via the reception team or swim school coordinator.
16. Your child will be assessed in line with our scheme of work and will be able to move up to the next class when they have met the required criteria. The speed a child completes all of the criteria will vary from child to child. Progress of your child can be tracked through the online HomeHub. Please ask at reception if unable to access this.
17. Only parents/guardians of pupils may register on the HomeHub.
18. Should all lesson criteria be marked as 'passed' on the HomeHub, there is no guarantee that a child may progress to a more advanced class. By agreeing to these terms and conditions, the customer understands that a pupil may only be moved either when they teacher says they are competent, there is a space or under the discretion of the swim coordinator.
19. The teacher will carry out class assessments every 4 weeks but this is not guaranteed for every session. Due to the nature of the system, data from the most recent class assessment may not be visible on HomeHub until the following day.
20. Whilst every effort is made to make sure that the course information is correct and up to date on the HomeHub. LED cannot guarantee availability of the HomeHub.
21. Access to the HomeHub may be withdrawn at any time without notice and re-registration is not permitted without written approval from LED.

## **Payment**

22. Payment for lessons must be made in advance, by cash or debit card, before the start of lessons. Parents will be able to pay for blocks of 10 lessons in advance either at reception or by phone.
23. Parents are required to make payments before the end of the current payment block. You may be contacted when your child has 3 weeks left of pre-paid lessons through the HomeHub. You will be asked to top up your child's account with another 10 weeks worth of pre-paid lessons.
24. Failure to top up your child's account before the pre-paid lessons run out will result in the exclusion of your child from the lesson and removal from the swim school.
25. The swim school lessons are included in LED's unlimited membership. The Under 16's unlimited membership includes one concurrent course. If the pupil is already enrolled in a course, pre-paid lessons must be purchased. Cancellation or failure to keep up your direct debit payments will result in the removal of the child from swim school.

## **Cancellation/suspension**

26. Your child's attendance at a lesson may be suspended and his/her place kept open in the event of illness/injury. This must be put in writing to the swim school coordinator along with a doctor's note. Each case will be assessed on an individual basis and at the discretion of LED.
27. If exceptional circumstances apply and you wish to cancel lessons in the middle of a payment block, you must put your request in writing to the swim school coordinator. LED

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will consider all requests on an individual basis. If LED agrees to cancel, any advance payment may be refunded.

28. Lessons may only be cancelled by you at the end of a payment block. Please inform reception if you intend to leave the scheme.
29. On very rare occasions it may be necessary for LED to cancel lessons (for example, issues with the pool). LED reserves the right to do this where it considers the action necessary for the safety of the pupils. For customers who buy lessons in pre-paid blocks, a usage credit will be given for the missed lesson/s. LED will not refund for direct debit memberships as the membership also includes other activities, however for prolonged periods of disruption, LED will review whether suspension of accounts is warranted.

## **Refunds**

30. Refunds will only be given in the circumstances described above and will be made to the person who made the payment.
31. No reductions or refunds will be given other than in the circumstances described in these terms and conditions; for the avoidance of doubt, no reductions or refunds will be given for absence due to holidays or short term sickness.

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