Mytime Active Go Learn swim programme - Terms and Conditions

1 MYTIME ACTIVE SWIM PROGRAMME

1.1 Mytime Active is a company limited by guarantee and registered charity.

1.2 It is registered In England and Wales. Its registered office address is High Elms Golf Course, High Elms Rd, Downe, Orpington, BR6 7JL. Its company registration number is 04809606. Its charity registration number is 1102460. Its VAT registration is 830762534.

2 FACILITIES

2.1 Mytime Active owns, manages and/or operates a number of facilities ("Facilities").

2.2 The number of Facilities and the range of activities at each may change from time to time. Mytime Active shall take all reasonable steps to notify all users of their Facilities in advance of any changes.

2.3 The use of camera, video photography or mobile phones is strictly prohibited at all times within any facility.

3 APPLICATION OF TERMS AND CONDITIONS

3.1 These terms and conditions ('Terms and Conditions') shall apply to all members of Mytime Active's Golf & Leisure Facilities. These terms and conditions ("Terms and Conditions") shall apply to all participants in swimming lessons in any Mytime Active Facility.

3.2 Mytime Active reserve the right to change these Terms and Conditions from time to time. These changes may be made to reflect changes to any relevant laws or regulatory requirements. If we make more significant changes to these terms, we will use reasonable endeavours to notify you of the changes and when they take effect, as well as our reasons for making them.

3.3 Please be advised that all Mytime Active memberships require a digital photograph to be taken by Mytime Active and uploaded to the member's account as proof of identity and to ensure correct eligibility.

4 SWIMMING LESSONS

4.1 Pupils under the age of 8 must be handed over to the care of the Teacher at the designated meeting point prior to each lesson. At the end of the lesson the Parent/Guardian must be at the same point to collect their child from the Teacher.

4.2 Lessons that are 30 minutes in duration will be 25 minutes of actual teaching time, with a 5-minute administration time.

4.5 If a Pupil has a medical condition, disability or any additional needs, this must be stated on the registration form. Any changes to a pupil's circumstances must be communicated to the Centre at the earliest opportunity to ensure that up-to-date records are maintained.

4.6 During the standard operation of the swimming lessons, customers wishing to watch family or friends who are participating must do so only in the designated spectator areas of the Facility. Spectators are not permitted to remain on the poolside unless specifically authorised to do so by the Centre Manager where there is a recognised need. Spectators should never distract the Pupils or the Teacher during a lesson.

4.7 Swim lessons run continuously throughout the year, including Bank Holidays, school half-term breaks, and the summer period, ensuring consistency and progression for all swimmers.

4.8 The only exception is The Pavilion Leisure Centre, where lessons do not take place on Bank Holidays and run for 38 weeks.

4.9 Please note that Swim School will be closed for a two-week break over the Christmas period. During this time, no lessons will run, and this break is already factored into the annual programme

SWIMMING LESSONS PER WEEK

5. 1 Mytime Active reserve the right to change the prices of prepaid lessons and/or your subscription at any time. If Mytime Active seeks to change the price for swimming lessons for which you have subscribed, but not yet paid, you shall be notified of any changes with a minimum ten days' notice, after which your next payment will automatically be adjusted to take account of the new price. If such change is significant and you wish to cancel your subscription as a result, please let us know before the date of your next payment.

5. 2 Customers purchase lessons in blocks of ten consecutive weeks, subject to availability. Spaces cannot be reserved until payment is received in full. Alternatively, customers can subscribe to weekly lessons for a fixed period of 12 months. Payments will be collected by direct debit on the 1st of each month (or, if that day is a Saturday, Sunday or public holiday, on the next working day. If Mytime Active are unable to collect the scheduled payment in full, it may suspend the Pupil from participating in lessons until the account has been brought up to date. There shall be no entitlement to additional lessons to make up any lessons unattended due to such a suspension.

6 CANCELLATION OR TRANSFER OF SWIMMING LESSONS

6.1 Once lessons have been paid for, no refunds can be made unless absence is caused by a serious illness of three weeks or more, which must be confirmed by a Health Professional. Lessons booked by phone or via the internet will be protected by the Consumer Rights Act 2015, which includes a 14-day cooling off period with a full refund. If a customer is unable to complete a course due to relocation or other exceptional circumstances, notice should be given to Mytime Active, at the earliest opportunity. All requests for refunds are entirely at Mytime Active's discretion.

6.2 Mytime Active reserves the right to cancel a lesson or course at any time. In the event that a lesson is cancelled the Pupil will be credited with the amount via a Direct Debit adjustment.

6. 3 Mytime Active reserves the right to cancel a course and refuse to re-book a Pupil onto a course if the Pupil or their Parent / Guardian displays unacceptable or inappropriate behaviour, including failure to comply with these terms and conditions.

6.4 If a Pupil or their Parent / Guardian has chosen, the wrong course for the ability of a Pupil and an alternative class is offered and not accepted a refund will not be given. If an alternative is not available at any local Mytime Active site, then they will be booked on the next available suitable session.

6.5 If a swimming lesson is affected by circumstances beyond our control. Mytime Active will make every effort to ensure that the lesson is provided. An alternative lesson will be offered, or a refund request can be made to the Centre Manager.

6.6 Notice must be given by the 14th of the month in writing or at the facility in order to cancel the deduction of the following months direct debit payment. Admin fees are non refundable (as per point 5.3.4)

7 SUSPENSION OF SWIMMING LESSONS

7.1 Members on a swim lesson subscription are only permitted to suspend their membership with a certified medical reason (at the discretion of the company).

7.2 The minimum length of a suspension is 1 month and the maximum length is 3 months.

8 SWIMMING LESSON CATEGORIES

8.1 Class numbers are restricted and set by Mytime Active to ensure a quality teaching environment and are based on our Teaching and Coaching Swimming Procedure.

8.2 Places will initially be allocated to those Pupils already on the lesson programme. To secure a place for the available lesson of your choice a Direct Debit or prepaid block booking payment must be paid no later than one week before the lesson you wish to join begins. Pupils are continually assessed and progressed onto the next stage by the Teacher. This can be done at any point throughout the calendar year.

8.3 Mytime Active will issue badges and certificates and will be delivered when a Pupil progresses through the programme.

9 CHANGES TO SWIMMING LESSONS

9.1 Mytime Active will use reasonable endeavours to provide the same Teacher for each lesson to ensure consistency. However, relief Teachers may be used without prior notification and no refund shall be given in such circumstances.

9.2 Teachers may change between each course level.

9.3 Queries regarding the lesson programme or an individual Pupils progress should be directed to the Centre.

10 HEALTH AND SAFETY

10.1 Swimming hats are compulsory for pre-school and stages 1-10 lessons.

10.2 Jewellery should not be worn during lessons.

10.3 All under 8s must have a responsible adult that remains in the facility at all times.

10.4 Mytime Active will not under any circumstances, accept responsibility or liability in respect of any damage to or loss of any goods, articles or property.

11 CANCELLATION OF SUBSCRIPTION BY MYTIME ACTIVE

11.1 In addition to the cancellation provisions at clause 7, Mytime Active may cancel your subscription or any booking without notice and with immediate effect:

11.1.1 if your conduct is such that in the reasonable opinion of Mytime Active, it may be injurious to the character, name or interests of the Mytime Active and/or all or any of the Leisure Facilities or is such that it renders you or the relevant individual unfit to associate with other members or customers of all or any of the Leisure Facilities, whether or not such conduct is the subject of complaint by another customer, member or group of customers or members;

11.1.2 if you have committed any breach of these Terms and Conditions or the rules, bylaws and regulations of all or any of the Leisure Facilities as in force from time to (and which you may access by contacting us);

11.1.3 by notice in writing if any part of the monthly subscription charge which is due and payable remain unpaid five (5) days after we remind you of the due date for payment; or

11.1.4 at Mytime Active's convenience (whether due to circumstances beyond its control or otherwise for any reason), in which case you will receive a full refund for all lessons for which you have been charged but which have not been provided at the time of termination.

12.2 In each case where Mytime Active cancels your subscription or booking without notice, we will use reasonable endeavours after such cancellation to inform you and include details of the reasons for that cancellation.

12. 3 If your subscription or booking is cancelled by Mytime Active for any reason set out above, you will not be entitled to any of the privileges or benefits of your subscription or booking with immediate effect and (if applicable) Mytime Active may retain an amount of the fees paid by you as necessary to compensate it for losses suffered as a result of your breach of these terms.