Mytime Active Group, Crash Course and 1:1 Swimming Lesson Terms

Swimming Lessons Terms and Conditions

1. Mytime Active

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

1.2. Mytime Active is registered in England and Wales. The registered office address is Mytime Active, High Elms Rd, Downe, Orpington, BR6 7JL.

Company registration number is 04809606.

Charity registration number is 1102460.

VAT registration number is 830762534.1.3.

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 or video photography or mobile phones is strictly prohibited at all times within any Facility.

3. Application of Terms & Conditions

3.1. 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.

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. Parents/Guardians of children under 8 years old, must remain in the designated pool side area.

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

4.3. 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.

4.4. 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 not distract the Pupils or the Teacher during a lesson.

4.5. If a Bank Holiday occurs during the course of a lesson programme the lesson will continue to operate as scheduled

4.6. No refund will be given to the customer if they are unable to attend at any time during the specified lesson dates. This also applies to 1:1 and Crash Course lessons.

5. All 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.

5.2. Payments will be collected by monthly direct debit on the 1st of each month (or, if that day is a Saturday, Sunday or public holiday, on the next working day).

5.3 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. 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 and 12 month payment schedule.

5.4 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. The account will be temporarily frozen until the outstanding balance is cleared by the 10th of the month. Failure to do so, will result in the loss of the place on the programme. A new joining fee payment will need to be paid to rejoin the programme.

5.5. For 1:1 and crash course lessons customers will prepay for a batch of lessons and redeem a lesson daily or weekly as organised.

6. Cancellation or Transfer of Swimming Lessons

6.1. Once lessons have been paid for, no refunds or suspensions can be made unless absence is caused by a serious illness of three weeks or more, which must be confirmed by a Health Professional.

6.2 Lessons booked will be protected by the Consumer Rights Act 2015, which includes a 14-day cooling off period with a full refund. Absence from a 1:1 or crash course lesson will also not be refunded. It may be possible to transfer to another crash course or rearrange with the teacher directly subject to availability .

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 account holder will be credited with the amount **onto their Direct Debit** account for the next month or month afters direct debit dependant on cut off dates.

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. For Direct Debit paid lessons, notice must be given by the 14th of the month by completing a cancellation form at the facility in order to cancel the deduction of the following months direct debit payment.

7. Swimming Lesson Categories

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

7.2. Places will initially be allocated to those Pupils already on the lesson programme. Pupils are continually assessed and progressed onto the next stage by the Teacher.

7.3. Mytime Active will issue badges and certificates to reward and motivate swimmers on the scheme. This will be delivered when a Pupil progresses through the programme.

8. Changes to Swimming Lessons

8.1. 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.

8.2. Teachers may change between each course level.

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

8.4 Lessons may be transferred to another local site should lessons be unavailable at the home site. Where this is practicable, there will be no adjustment to the customers direct debit and no refunds will be given.

9. Health and Safety

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

9.2. Jewellery should not be worn during lessons.

9.3. All under 8s must have a responsible adult that remains on poolside at all times.

9.4. 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.

10. Privacy Policy

10.1. See our privacy policy at www.mytimeactive.co.uk/privacy-policy

11. CANCELLATION OF SUBSCRIPTION BY MYTIME ACTIVE

11.1 In addition to the cancellation provisions at clause 6, Mytime Active may cancel your subscription or any booking without notice and with immediate effect:

(a) 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;

(b) 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);

(c) by notice in writing if any 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

(d) 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.

11.2 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.

11.3 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.