

# Swim Terms & Conditions



Welcome to the Virgin Active Swim School. Our group of highly experienced Amateur Swimming Association and Swimming Teacher Association qualified instructors are committed to help your child reach their swimming goals. If you have any questions about our swimming products or policies please don't hesitate to contact a member of the Virgin Active team.

Swimming is only available to customers holding a current Virgin Active membership (excluding Virgin Active Fulham pools). Both the guardian and the child must be live members for children's swimming lessons to take place.

Virgin Active reserves the right to refuse registration of your child onto a swimming course in the event any health concerns are identified on your child's PARQ or otherwise in the booking process, unless a medical note/letter from your child's doctor approving such swimming lessons has been provided to Virgin Active.

## Course detail

- Details of the child's swimming class and capacities (including whether a parent/guardian is required to attend the class with the child) will be provided at the point of booking.
- Parents and guardians are not permitted to leave the club at any time during the child's swimming lesson.
- You will receive confirmation emails, setting you up on the Course Pro system where you can track your child's progress.
- Please arrive on time for your child's lesson, ensuring you hand your child over to the swimming instructor.
- Please do not distract the swimming instructor while they have children in their care.
- Please ensure your child arrives to the swimming lesson with their swimming hat/goggles on.
- Prior to your child's first swimming lesson please ensure you have completed a PARQ for your child. If anything changes and health concerns arise during the course of the swimming lessons please complete a new PARQ.
- If you would like to change swimming lessons for any reason, please contact the Family Activities Manager or Swim Coordinator and they will be happy to assist you (subject to availability).
- We ask all parents/guardians to refrain from the use of mobile phones/devices on the poolside and from taking photographs/video footage of any lessons. This is to safeguard all Virgin Active members and is in accordance with the Virgin Active Safeguarding Policy. All team members will ask anyone using a mobile/device to kindly stop.

## Direct Debit payment

- Payments for swimming lessons must be made by Direct Debit. The Direct Debit must be set up at the Front of House in advance of the relevant swimming lesson start date.
- Direct Debits will be taken on the 1st of each month.
- Direct Debits will either be for a 12 month period or for one term (dates of terms to be provided on booking).
- Direct debit must be set up with us on or before the 17th of the month before swimming lessons begin the next month. If you wish to enrol for lessons after the 17th day of the month, you will need to purchase top up sessions for the first month of lessons and your direct debit will then start from the following month. Any top up sessions not used before your Direct Debit starts will not be refunded.
- Top up sessions can only be paid for by an active Virgin Active Swim School Direct Debit payer.
- Adult and child must both have live Virgin Active memberships (except at Virgin Active Fulham Pools).
- Should you fall into arrears with your payments, your child will be removed from the swimming lessons until the arrears have been paid. We cannot guarantee your child's space will be available upon payment of arrears.

- If your membership account is frozen we will continue to take your swimming Direct Debit but you will not be permitted to enter the club until your membership is reactivated.
- The 12 month Direct Debit option will continue after the 12 month period unless you cancel in advance.
- The Termly Direct Debit option will automatically cancel after the term and you will be required to complete new terms and conditions and set up another Direct Debit if you wish to continue with swimming lessons.

## Cancellations

- If, for any reason, Virgin Active needs to cancel a swimming lesson within 24 hours of the scheduled date and time, the lesson will be rescheduled.
- 12 month Direct Debits can only be cancelled once a full 12 months have been paid for.
- Termly Direct Debits can only be cancelled once a full term's payments have been made.
- Direct Debit cancellations must be made by the 17th of the month by completing a Change of Circumstances form available from the Front of House and will take effect from the following month. Failure to complete the necessary paperwork on time for such cancellation may result in further Direct Debit collections being made. If this occurs no refunds can be provided.
- You can cancel all swimming lessons within 7 days of purchase, provided your child has not taken any lessons. Cancellation request must be sent to the Family Activities Manager at your club upon which we will refund the relevant fees and cancel the Direct Debit. No refunds will be provided outside of this period unless for medical reasons as set out below.

## Refunds

- If your child is unable to continue any scheduled swimming lessons for medical reasons, a refund will be issued for the lessons your child has been unable to take provided that reasonable evidence (such as a letter or note from the child's doctor) is provided evidencing those medical reasons.
- If a swimming instructor is away (whether on holiday, sickness or otherwise), a temporary replacement instructor will cover the period of absence. Refunds will not be made by reason of lessons being delivered by a replacement instructor.
- If a swimming instructor leaves Virgin Active, another instructor will take over the swimming lessons. Refunds will not be provided by reason of a departure or change of instructor.
- Please note that, occasionally, the temperature of the pool may be cool for young children. Refunds will not be made for this reason.
- Refunds will not be issued for any reason with the exception of refunds relating to medical reasons as set out above.
- If you decide to terminate your membership at Virgin Active, no refunds will be given for unused lessons.

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PARTICIPANT'S NAME		PARTICIPANT'S MEMBERSHIP NO.	
*PARENT/GUARDIAN'S NAME		*PARENT/GUARDIAN'S MEMBERSHIP NO.	
PARTICIPANT'S D.O.B		TELEPHONE	
ADDRESS			
START DATE OF AGREEMENT			

**\*Complete if class participant is a child.**

## Health

- Prior to or during your child's lessons, health concerns may arise that could affect your child's ability to continue safely with the lessons. In these circumstances, Virgin Active reserves the right to require you to produce a note/letter from your child's doctor or appropriate health professional before your child continues with swimming lessons.
- In the event that Virgin Active determines (in its sole discretion) that health concerns mean that your child should not start or continue with swimming lessons, any lessons paid for but not taken will be refunded and the Direct Debit will be cancelled.
- Please be aware your child's swimming instructor (or other Virgin Active team members) cannot diagnose and/or prescribe treatment for any form of injury, illness or medical problem.

## Personal Data

- Virgin Active takes your privacy seriously. You can find out more about how we collect, use and share your information from our privacy policy (available at [www.virginactive.co.uk](http://www.virginactive.co.uk)).

I hereby apply to be considered for swimming lessons for my child. I have read, understood and agree to abide by, and to use my best endeavours to ensure that my child abides by, the terms of this agreement, and the Club Rules (available at [www.virginactive.co.uk](http://www.virginactive.co.uk)) as may be amended from time to time, which form the basis of a contract between me and Virgin Active Limited in relation to swimming lessons following acceptance by Virgin Active Limited of this application.

## Confirmation

Please do not sign the below until you have read and understood all the above Terms and Conditions. If there is anything that requires further explanation, please ask us.

By signing these Terms and Conditions, you confirm that you are not aware of any medical or other condition that would affect your child's ability to participate in swimming lessons.

PARTICIPANT OR PARENT/GUARDIAN VIRGIN ACTIVE REPRESENTATIVE			
PARTICIPANT'S NAME		PARTICIPANT'S MEMBERSHIP NO.	
DATE		SIGNATURE	

SWIM BY DIRECT DEBIT (DD)			
12 MONTHS	£	TERM	£
DD START DATE		EARLIEST DATE TO CANCEL	
YES		NO	
NUMBER REQUIRED		AMOUNT TAKEN	£
TOP UPS		DATE TOP UPS LIVE	until