

**Beckett Swim Academy – Terms and Conditions**

**All Swimming Lessons are arranged through Leeds Beckett University (“the University”). The below specifies the terms and conditions. The Customer is advised to read the below carefully. These terms and conditions are for both Child and Adult Swimming Lessons.**

1. Definitions

Adult	A Customer who attends Swimming Lessons and is over the age of 18;
Booking	the booking of the Child or Adult onto the Swimming Lessons;
Booking Period	the period set out in the Booking Confirmation;
Booking Contract	the agreement between the University and the Customer, incorporating the Booking Confirmation and these Conditions;
Booking Confirmation	the email issued by the University to the Customer confirming the Booking;
Child	A child (or children) of the Customer who attends Swimming Lessons and is under the age of 18;
Charges	the charges payable by the Customer in connection with the Booking, as set out in the Direct Debit Form;
Conditions	these terms and conditions as amended from time to time together with any special terms agreed in writing;
Customer:	the Adult, parent or guardian making the Booking as specified in the Booking Confirmation;
Direct Debit Form	the form issued to the Customer by the University to arrange a direct debit to pay for the Swimming Lessons <a href="https://hub.leedsbeckett.ac.uk/LhWeb/en/Members/Home">https://hub.leedsbeckett.ac.uk/LhWeb/en/Members/Home</a>
Pool	the swimming pool situated in the Venue;
Swimming Lesson(s)	the lessons delivered to the Child or Adult by the Swimming Teacher at the Venue and at the time specified in the Booking Confirmation;
Swimming Teacher	the qualified person or personnel responsible for leading activities during the Lesson;
University	Leeds Beckett University;
Venue	Leeds Beckett University, Headingley Campus, LS6 3QQ

Any reference to 'we', 'us', or 'our' in these Conditions is reference to the University, and any reference to 'you' or 'your' is reference to the Customer making the Booking.

## **2. Basis of Contract**

- 2.1. These Conditions apply to the Booking Contract and the provision of the Swimming Lessons by the University to the Customer. Please read these Conditions carefully as they set out important information about your and our rights and obligations.
- 2.2 You must be at least 18 years of age and resident in the UK to make a Booking.
- 2.3 The University may make changes to these Conditions at any time. However, the Conditions which apply to your Booking will be those in force at the time you made the Booking.
- 2.4 Please print out or save a copy of these Conditions and any emails from the University in connection with your Booking, as we will not save or file any copies. These Conditions are only available in English.

## **3. Confirmation of Booking**

- 3.1. The University shall send the Customer a link to complete a Direct Debit Form when a request is made to sign up to Swimming Lessons at the University. Once the University receives notification that a direct debit has been set up, the University shall issue a Booking Confirmation to the Customer.
- 3.3. Once the Customer has been set up on the swimming lessons booking system, it will send out an automated email confirmation and welcome brochure link to read prior to attending the first Swimming Lesson. The Customer must ensure that all contents are read and understood. Following this process a Booking Contract is entered into by the Customer.
- 3.4. The Customer must ensure that the contents of the Booking Confirmation are complete and accurate, and that the University is supplied with all relevant information required to deliver the Swimming Lessons.

## **4. Swimming Lessons**

- 4.1 The course of Swimming Lessons lasts a total of 46 weeks throughout the calendar year.
- 4.2 Swimming Lessons last a total of 30 minutes.
- 4.3 Swimming Lessons will not run on Bank Holidays or when the University is closed for business, including but not limited to two weeks over the Christmas period.

## **5. Payment**

- 5.1. The Charges for the Swimming Lessons shall be as set out in the Direct Debit Form.
- 5.2. Charges for the Swimming Lessons may be subject to change at any time throughout the Booking Period. The University will use its reasonable endeavours to give reasonable notice to the Customer of any change in the Charges.
- 5.3 All Charges for swimming lessons are payable monthly in advance via Direct Debit on or around the 20<sup>th</sup> of each month.

5.4. No provisional bookings will be taken under any circumstances and no Swimming Lessons shall commence until the Customer has set up a Direct Debit with the University.

## 6. Booking Alteration

6.1. If the Customer wishes to alter the Booking to change the days on which Swimming Lessons shall be delivered, it must notify the University as soon as possible. The University shall review the request to alter the Booking but makes no guarantee that it will be able to accommodate any alteration.

## 7. Cancellation

7.1. The Customer may cancel the Booking Contract by giving 1 months' notice in writing to the University. To do this, a membership amendment form should be completed, which can be found on our website [Beckett Sport Membership Amendment/Cancellation Form 25/26](#). The notice period will commence from the date we confirm receipt of the cancellation request in writing. The date of cancellation will be the date of the University's email acknowledgement, except where an automatic out of office email response is sent to the Customer during periods where the University is closed for business, in which case the date of cancellation will be the date the University sends a follow up email to the Customer.

7.2. If a cancellation request is received after the Direct Debit payment run has been initiated (eight (8) days prior to the 20th of the month), the payment for the upcoming month will still be collected in full. No partial or prorated refunds will be issued.

7.3. If the University needs to cancel any Booking, or any element of any Booking, including a Booking Contract that the University cannot keep for reasons beyond its control, the University will use all reasonable endeavours to offer an alternative date to the Customer but will have no liability to the Customer. If the University is unable to offer an alternative date to the Customer, it shall provide either:

7.3.1. a credit in the value of the refundable amount which may be used against a future booking; or

7.3.2. a proportionate refund.

7.4. For the avoidance of doubt, a proportionate refund will only be offered to the Customer pursuant to clause 7.3 above where the University has been unable to deliver less than 46 Swimming Lessons in the preceding year.

7.5. The University shall have the right at any time to terminate the Booking Contract if any one of the following circumstances applies:

7.5.1. the Customer fails to pay any amount due under the Booking Contract on the due date for payment. If the monthly Direct Debit payment is not received and the University has not been notified by the Customer in writing of cancellation in accordance with clause 7.1, the University shall contact the Customer to request payment of the Charges is made. If the required payment of the Charges is not received, the Child or Adult shall not be permitted to attend the next scheduled Swimming Lesson. If payment remains unpaid the Booking Contract shall be terminated immediately.

7.5.2. the Customer breaches any term of the Booking Contract or breaches any rules of the Venue;

- 7.5.3. the occurrence of an event or circumstances beyond the reasonable control of the University;
- 7.5.4. the Customer provides the University with details which the Customer knows to be false;
- 7.5.5. the Customer and/or the Child act in such a way as likely to cause distress, injury or serious disruption to University staff, students, other participants of the Swimming Lessons, members of the public or cause damage to property. The University maintains a zero-tolerance policy against aggressive behaviour to staff or those present on University premises.
- 7.6. The Customer may cancel this Agreement within 14 days of signing this Agreement without giving any reason (cooling-off period). If you cancel during this period, you will receive a full refund.
- 7.7 The cancellation period will expire after 14 days from the day you accept the terms of this Agreement (the date of acceptance)
- 7.8 Customers are not permitted to transfer their membership to anyone else.

## **8. Failed payments and suspension of swimming membership**

- 8.1 If a Customer's Direct Debit payment fails more than twice within any two (2) consecutive calendar months, the University reserves the right to suspend Swimming Lessons until the outstanding balance is paid in full through the Customer's Leisure Hub account
- 8.2 Continued payment failures may result in permanent cancellation of the Customers' Booking and forfeiture of your Swimming Lessons.
- 8.3 The University accepts no responsibility for any fees or penalties charged by the Customer's bank in the event of a failed Direct Debit.

## **9. Conduct**

- 9.1 The Customer, and any other parents, guardians, siblings or other associates must observe the Venue's rules whilst attending the Venue. Any incidences where these rules are not followed may result in cancellation of the Booking Contract
- 9.2 The Customer, and any other parents, guardians, siblings or other associates must always remain on the pool balcony spectating area for the duration of the Child's Swimming Lesson.
- 9.3 The Customer, and any other parents, guardians or other associates must ensure they always keep any other children in their care with them and must not leave them unattended whilst in the Venue or on University premises.
- 9.4 The Customer, and any other parents, guardians or other associates must refrain from approaching the Swimming Teacher and/or lifeguards during lesson time, unless they have a serious concern for safety.
- 9.5 The Customer must raise any administrative concerns, including in relation to progression, with the Beckett Sport reception team either before or after their Swimming Lesson, or by emailing [swimminglessons@leedsbeckett.ac.uk](mailto:swimminglessons@leedsbeckett.ac.uk). These queries should not be addressed with the Swimming Teachers at the pool side.
- 9.6 The Customer, and any other parents, guardians or other associates must ensure that they keep the changing area tidy, with personal belongings locked away. Personal belongings should never be left unattended in cubicles.

9.7 The Customer, and any other parents, guardians or other associates, are encouraged to provide all feedback in relation to service delivery via email to [swimminglessons@leedsbeckett.ac.uk](mailto:swimminglessons@leedsbeckett.ac.uk).

## **10. Pupil Progression (for Child Swimming Lessons)**

- 10.1. The Child shall be taught by the Swimming Teachers on the 'Learn to Swim' programme on the Swim England Plan. The Swimming Teachers will continually assess the Child's performance and progression will be at the judgment of the Swimming Teacher and the swimming academy service delivery manager. This will be done in accordance with the progression within the criteria of the "Swim England Framework" details of which can be found at <https://www.swimming.org/learntoswim/swim-england-learn-to-swim-awards-1-7/> .
- 10.2. Where a Child meets the skills criteria required for movement to the next stage of the Swim England Framework, the Customer will be issued with a notification of the same, and the Customer can scan the QR code to purchase a badge and certificate online.
- 10.3. Where the Child is ready to progress onto the next level the Child will be handed a "Pass Slip" by the Swimming Teacher to be handed into the Venue's reception staff. The Venue's reception staff will then discuss available times and days with the Customer for the Child's next stage of Swimming Lesson. An email confirming the change of Swimming Lesson will thereafter be sent to the Customer. Due to the continuous progressive nature of the Swimming Lessons, and the variety of ability levels within each stage, the University cannot always guarantee a specific time slot upon progression, as a space within the next stage may not always be immediately available at the time desired by the Customer.
- 10.4 Once a stage is passed, the Child must be moved into the next stage after discussing times and days with the Venue's reception staff. The Customer must endeavour to make a movement to the next stage within 2 weeks of passing the previous stage.

## **11. Customer's Obligations**

11.1. The Customer shall:

- 11.1.1. co-operate with the University in all matters relating to the provision of the Swimming Lessons;
- 11.1.2. provide the University with such information as it may reasonably require to deliver the Swimming Lessons and ensure that such information is complete and accurate in all material respects.

11.2. The Customer agrees and undertakes that the Customer (and where appropriate the Child) shall:

- 11.2.1. comply with the terms of the Booking Contract and any instructions or notices from the University;
- 11.2.2. not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;
- 11.2.3. not smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
- 11.2.4. notify the University immediately of any complaints, accidents, or damage relating to the Venue during the Booking Period;
- 11.2.5. remain in the Venue (specifically the Swimming Pool viewing balcony) throughout the Swimming Lessons for children;

- 11.2.6. ensure that the Child or Adult is at the Pool side no more than 5 minutes before the commencement of the Swimming Lesson;
- 11.2.7 ensure that the Child is collected from the Pool side by the Customer (or other person authorised by the Customer and notified to the University) promptly at the end of the Swimming Lessons;
- 11.2.7. ensure that the Child is wearing suitable swimwear, including swim costumes, trunks, burqinis, Lycra based leggings or vests, which are specifically designed for water-based activities. A swim cap should also be worn;
- 11.2.8. ensure that the Child or Adult showers before entering the Pool;
- 11.2.9 advise the University prior to the Booking Period if the Child or Adult swimmer is suffering from any health problems that may affect the Swimming Lesson. It is the Customers responsibility to ensure any appropriate medication is available at all times for the Child or Adult.
- 11.2.10. ensure the Child or Adult does not attend a Swimming Lesson if they are known to be suffering from any infectious ailment or condition. If a Child or Adult is found to be suffering from any infectious ailment or condition, they will not be allowed to participate in the Swimming Lesson. It is the responsibility of the Customer to ensure the Child or Adult is fit and well enough to participate. The University will not accept any liability for any infection passed to another Adult and/or Child by another Adult and/or Child in the Swimming Lesson or in the Pool;
- 11.2.11 ensure that the Child behaves in a responsible and safe manner whilst in the Swimming Lesson. If the Swimming Teacher considers the behaviour of the Child to be unsafe, the Swimming Teacher will remove the Child from the Swimming Lesson;
- 11.2.12 ensure that the Customer, Adult and/or Child behave in a responsible and safe manner whilst at the Venue. Where the Child does not do so, the University may request that the Customer remove any Child from the Venue at any time;
- 11.2.13. not to bring or permit to be brought any animal onto the Venue without the University's prior consent, with the exception of assistance dogs within the meaning of the Equality Act 2010.
- 11.3. Any damages or breakages to the Venue will be deemed additional costs. The University will invoice the Customer, and the Customer shall pay for the cost of replacement, damages or loss at the full replacement cost.

## **12. First Aid**

- 12.1. In the case of sickness, accident or injury, the University reserves the right to administer first aid and non-prescription medication to the Child, and to request emergency medical treatment if it is deemed required, unless the University has been notified in writing that it may not do so.

## **13. Request for Medical Evidence**

- 13.1. The University reserves the right to request medical evidence of the need for any medication.

## **14. University's Obligations**

- 14.1. The University takes the safety and welfare of the participants of Swimming Lessons seriously. The University shall:

14.1.2. adhere to all relevant policies on safeguarding, data protection and equality and diversity, policies relating to which can be found at <https://www.leedsbeckett.ac.uk/beckett-sport/junior-sports-academy/>

14.1.3. ensure that the Swimming Teacher is suitably qualified to lead activities during the Swimming Lessons; and

14.1.4. ensure that the Swimming Teacher has an up-to-date Data Barring Service certificate in place.

## **15. Limitation of Liability**

15.1. Nothing in these Conditions shall limit or exclude the University's liability for death or personal injury caused by the University.

15.2. The University shall accept liability for any loss or damage to any property of the Customer, Adult and/ Child if the loss or damage is the fault of the University.

15.3. Where the Customer is a consumer, these Conditions will not affect its rights under law which cannot otherwise be excluded. For detailed information, please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

## **16. Your Information**

16.1. Any personal information that you provide to the University will be dealt with in line with the University's Privacy Policy available here: [Beckett Sport Privacy Notice | Leeds Beckett University](#), which explains what information the University will collect and hold about the Customer and your Child and/or the Adult, and how the University collects, stores, uses and shares such information.

16.2. No photography, recording or filming is permitted anywhere in the Venue.

## **17. General**

17.1. The Customer should contact the University by telephone on 0113 812 3160 or in writing at [swimminglessons@leedsbeckett.ac.uk](mailto:swimminglessons@leedsbeckett.ac.uk) if it has any complaints about the Swimming Lessons.

17.2. The Booking Contract shall be governed by English Law.