



Monthly Swimming Lesson Enrolment Terms and Conditions

A. Who we are and our contract with you

Woggle Goggle LTD (Woggle Goggle, Woggle Goggle Swimming School) is a company registered in England and Wales (Company Number: 12987022) and our registered office is at Dove House, Eden Business Park, Penrith, United Kingdom, CA11 9FB.

These are the terms and conditions on which Woggle Goggle supplies its services in relation to provision of swimming lessons (**Lessons**) to your child or you, where swimming lessons are not being provided to a child (**the Participant**) and they set out your contract with us. They include important information in relation to booking lessons, payment, how you or we may end the contract and other important information. You should read them carefully before completing your booking. We are under a legal duty to supply our services in accordance with these terms and conditions.

B. Starting your enrolment and payment with Woggle Goggle

1. Our agreement with you commences once you have indicated your acceptance to these terms and conditions by commencing swimming lessons with Woggle Goggle. Our payment processing agent in relation to payments you make for your swimming lessons is GO cardless

2. After your booking has started and while your lessons are continuing, you are required to pay the monthly fee via Direct Debit, (**Lessons Enrolment Payment**) on the 1st date of each month. Lesson Enrolment payment will be taken automatically every month. You are obliged to make every Payment regardless of non-attendance, except where the Agreement is cancelled in accordance with section H (**Your rights to cancel**) below or under your statutory cancellation rights.

3. Customers can enrol their child/children for a minimum three full terms of swimming lessons (lasting one full year) and spread the cost of lessons by paying a fixed amount (Lesson Enrolment Payment) on the first date of every calendar month. This is a rolling contract, so pupils will automatically enrol onto another year of swimming lessons unless we are informed in writing that you do not wish to continue, prior to re-enrolment.

4. For questions and assistance for swimming lessons or payments, please contact head office on 01768 800280 or by email: swim@woggle-goggle.com





C. Lesson Enrolment Payments

1. The Participant will be automatically enrolled on future Lessons, and we will continue collecting the Lesson Enrolment Payment every month unless and until you inform us that you would like to cancel your Lesson Enrolment. You may do this at any time by giving notice by phone or email (the details are below at section K (General)).

2. To exit this contract at any point, **customers must give us a minimum of two full months' notice (60 days)**. Before leaving our swimming lesson programme, customers will receive a final statement, which will detail any outstanding fees due for lessons, which have not yet been paid for. All lesson enrolment must be paid for in full prior to leaving the programme. Lesson Enrolment Payments must be made every month during the notice period up until the pupil has left the programme. Payments must still be made even if the pupil is unable to attend their swimming lessons. A final balancing payment may be required at the end of your contract, this payment will be taken automatically from the credit/debit card details you save on file with us.

3. Please see section H (Your Right to Cancel) section below for our refund policy where you exercise your statutory right to withdraw from the agreement.

D. Failure to pay

1. In addition to our rights to end the contract (see section F (Cancellation & Missed Sessions) below), if you fail to pay any monies due under this agreement or if any Lesson Enrolment Payment is returned unpaid or if any other form of payment is not honoured for whatever reason, you may be required to pay Woggle Goggle on demand (i) an administration fee of £10; and (ii) any and all further reasonable costs incurred by Woggle Goggle in recovering the due fees and charges from you, including costs in tracing you if you have changed your address without telling us.

2. The pupil will be removed from lessons with immediate effect if the Lesson Enrolment Payment is directly cancelled with your bank or building society. In this case, no refund will be provided for any pre-paid lessons.

3. If a Lesson Enrolment Payment is cancelled before the end of the full programme without warning, or if a customer leaves without giving us the proper notice in writing, the full balance of the pupils remaining enrolment will become due immediately. Any outstanding debts over 45 days will be sent to our solicitors for recovery, along with any other associated fees.





E. Lesson times Cancellations & Missed Sessions

1. Customers can request to permanently change their lesson time or day and we will endeavour to accommodate every request subject to a space being available. If we are unable to find a suitable lesson time, pupils are free to leave the programme taking into account our notice periods and minimum enrolment set out in the conditions above.

Unfortunately, refunds cannot be made for lessons pupils are already enrolled onto which then cannot be attended. We do not offer ad hoc swimming lesson days and times. If a pupil is unable to attend their allocated lessons day and time on a regular basis, then we have the right to cancel your enrolment and offer the space to another pupil.

2. No refunds will be given for any booking should a pupil fail to turn up to any session/course.

3. Pool Closure and Cancelled Lessons

In the event of a pool closure Woggle Goggle will make every attempt to contact customers as soon as possible. All parents/guardians are encouraged to supply Woggle Goggle with mobile telephone numbers for quick communication purposes. We may also send you SMS messages with urgent updates regarding your child's swimming lessons.

In the unusual event of a pool closure or cancelled lesson, customers will be issued with a lesson credit. Unfortunately, we are unable to provide refunds for any lessons missed due to pool closures or cancelled lessons.

4. If due to unforeseen circumstances there are insufficient coaches to safely conduct the course or the session, we reserve the right to cancel the said session or course as the safety of the Participants is paramount.

F. Catch up lesson scheme

To qualify for a catch up lesson, customers must inform us at least 24 hours prior to their lesson taking place. If notice is not received or is within 24 hours of a lesson, we will not be able to guarantee a catch-up lesson. We will always endeavour to do so, but this may not always be possible.

It is important for pupils to try and attend every lesson in a term. Pupils who miss lessons regularly without notice may be contacted and asked if they wish to continue in our programme. We will not guarantee catch up lessons to any regular absentees.





Please note that we will always endeavour to get every pupil's lessons back. However, this may not always be possible. If a pupil leaves the programme with lessons outstanding, we are not able to provide financial refunds. We will never offer financial reimbursement for missed lessons.

G. Medical Conditions

1. Please do not bring the Participant to their lesson if they have developed a suspected illness. In the instance of sickness and diarrhea please ensure your child has been clear of all symptoms for 48+ hours.

H. Your right to cancel

1. You have 14 days from the Commencement Date in which to cancel your Enrolment and receive a full refund (**Cooling-Off Period**). If we have provided Lessons within the Cooling-Off Period, you are entitled to a refund for the amount paid less the cost of the Lessons already provided. Your refund will be issued within 14 days of you telling us in writing that you want to cancel the contract. This request must be made using any of the contact methods and details listed at section K (General). We will refund you using the same method that you used to pay for the booking.

2. Your right to cancel and receive a refund ends at the end of the 14 day period following the Commencement Date (**the date on which you made your booking, not the date of the first Lesson**).

Venue

1. You and the pupil must comply with health and safety rules implemented by the venue in which the Lessons are taking place (**the Venue**) (and all other reasonable rules, regulations and policies in relation to receiving our services provided by Woggle Goggle in advance) at all times, including site rules poolside and swim safety rules.

2. Woggle Goggle will make all reasonable efforts to ensure that the condition of the pool premises including the changing rooms, washing facilities and the pool area are in suitable condition. Woggle Goggle do not accept liability for any injury to a swimmer or parent which may be caused by any defect at the swimming pool or venue. Any claim arising from such a defect must be addressed to the proprietors of the pool premises.

3. Any items belonging to the Participant left in any changing area of a Venue are left at your own risk. It is therefore advised that Participants do not bring with them any valuables which may be left in the changing areas while Lessons take place.





4. Appropriate clothing must be worn for all activities. Appropriate clothing includes swimming trunks, full swimming costumes and wetsuits (depending on the preference of the Participant). Inappropriate clothing includes bikinis and knee-length swimming shorts. Swimming caps must always be worn when in the pool and goggles are optional. Floatation devices are provided.

5. Outdoor shoes must not be worn on poolside or wet side changing rooms.

6. Where applicable (depending on facility location) car parking facilities may be made available for you. You may use these spaces only when attending the Venue for the booked Lessons and must only park in designated parking places. Please check in advance and be vigilant as to whether venues have parking monitoring systems or payment systems which will require you to enter your car registration number or pay for your parking. Failure to do so may lead to a financial penalty. You are responsible for compliance with any such systems and any penalties that you incur due to non-compliance with the venues requirements.

7. We accept no liability for any loss or damage which may result from your use of the car parking facilities. All such use is at your own risk.

Teaching policies and procedures

Woggle Goggle will provide suitably qualified instructors & lifeguards fully trained to the required level. It is our policy to endeavour to provide a temporary replacement instructor in the event of any instructor absence. We reserve the right to replace instructors, if necessary, once the term has started.

Woggle Goggle will only be held responsible for a pupils health and safety during their swimming lessons and parents and/or guardians are responsible at all other times.

Pupils/Children must be always supervised if they use the facility after or prior to lessons. The swimming lesson begins when we accept charge of a pupil from the parent or guardian and ends when the pupil is returned to the parent/guardian at the end of the lesson. This is very important so please ensure that you or your appointed guardian is present at the end of the lesson.





Where a pupil is a teenager over the age of sixteen years old the pupil may attend the lesson without the presence of a parent or guardian, but the pupil remains the full and sole responsibility of the parent at all times before and after the lesson. Parents must remain on the premises whilst the student is in their lesson. This is imperative in case of the unlikely event of a medical emergency, building evacuation or other situation.

J. Our responsibility for your loss or damage

1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process.

2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability: for death or personal injury caused by our negligence or the negligence of Woggle Goggle personnel including coaches, employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to our services (that they must be supplied with reasonable skill and care).

3. We only supply our services for domestic and private use by the participant. If you use or attempt to use our services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

K. General

1. Woggle Goggle will communicate by phone and email with regards to confirmation of payment and places on courses. Therefore, we accept no responsibility if you have changed any of these addresses or numbers and not informed us of the change or updated your account.

2. By booking into swimming lessons, the pupil is deemed to be fit and able to participate in the activity offered. If in doubt, it is your responsibility to seek advice from Your GP or other medical practitioner before the participant attends the course. If there is a change in the pupils' health or information which affects the pupils ability to take part in swimming lessons, it is your duty to inform us of that change.





3. Our [contact details](#) are:

Telephone: 01768 800280

Email address: swim@woggle-goggle.com

Postal address: Woggle Goggle Ltd, Dove House, Eden Business Park,
Penrith, CA11 9FB.

4. Our products/services may be reviewed, altered and/or permanently cancelled at any time. We will use reasonable endeavours to inform our customers of material or significant changes to our services as far in advance as possible. Changes will be sent via email as our primary method of contact, or by text message from time to time. Lesson information will also be available via our website and a link on confirmation emails.

5. These terms may be reviewed and/or altered at any time to reflect events that are outside of Woggle Goggles Control, including changes required by applicable law, changes imposed on in which we provide our services to you and changes to our existing business processes). We will use reasonable endeavours to inform our customers of material or significant changes to the terms as far in advance as possible. Changes will be sent via email as our primary method of contact or by text message from time to time. Terms will also be available via our website and a link on confirmation emails.

6. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms and conditions.

7. These terms are governed by English law and you can bring legal proceedings in respect of our services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts. 1. We are committed to respecting your privacy.

Data Protection Act

1. We process personal information to enable us to provide a service to our customers, to promote our services, to maintain our own accounts and records.

2. Further information about how we collect and use your personal data is set out in our Privacy Policy

