

Learn To Swim Programme Terms & Conditions

A. Learn to Swim Programme

1. Our Learn to Swim programme runs over 50 weeks and will deliver a minimum of 47 lessons in a calendar year.
2. Our lessons are 30 minutes.
3. Child to teacher ratios are in line with Scottish Swimming guidelines.
4. As part of our Learn to Swim programme, the Direct Debit membership will provide the associated child with unlimited access to recreational swimming sessions. Such sessions are subject to availability.

B. Sign Up & Swimming Lesson Payment

1. Live Active Leisure reserves the right to refuse any application to the Learn to Swim programme and do not need to give reason(s) for refusal.
2. Sign up will be online and you will be provided with a link taking you to the Direct Debit sign up portal.
3. Concessionary discount is available to those providing appropriate evidence of entitlement at the time of application and annually thereafter. If such evidence is not provided monthly payments will automatically revert to standard swimming lessons rate. No refund will be given when such evidence is provided thereafter.
4. The Learn to Swim programme is paid for via monthly Direct Debit. The Direct Debit collection date is the 1st of each month.
5. Full Direct Debit Membership Terms & Conditions will be emailed once sign up is completed.
6. Live Active Leisure reserves the right to review the Learn to Swim programme fees periodically and payments may be increased accordingly. The customer will be given a minimum of 14 days' notice of any proposed increase and will have the right to terminate their agreement using the standard cancellation procedure.

C. Refunds and Cancellations

1. You have the right to cancel your Direct Debit within 14 days of signing up ('Cooling off period'). If you do cancel within this initial 14-day period, any swimming lesson payments incurred by you during that time will be refunded.
2. You may terminate the contract by informing us before the 15th of the month. The membership will cease on the last day of that month.
3. Please cancel by completing the online cancellation form [Live Active](#)
4. Fees are only refundable at LAL's discretion.
5. If a Direct Debit payment has defaulted, entry to lessons will be refused until the outstanding amounts are brought up to date and after 14 days if this has not been paid your child will be removed from lessons.

D. Child Progression, Changing and Moving a Lesson

1. All participants on the Learn to Swim programme follow the Scottish Swimming National Framework.
2. Participants are continually assessed through the Learn to Swim programme and progression is based on the judgement of the swimming teacher in accordance with the criteria of the Scottish Swimming Learn to Swim framework.
3. Participants will be moved up to the next class when they meet the skills criteria required and there is availability at the next stage. Every effort will be made to find a suitable class.
4. Progression can be monitored online through our home portal.
5. Upon completion of a level, the parent/guardian will be notified by email when the participant has been moved up to the next stage.
6. To request a change of lesson time, contact reception and fill out a change of request form.
7. Swimming ability and speed of progression will vary depending on the participant.
8. Once a participant completes all levels and graduates from the Learn to Swim programme, Live Active will then cancel your subscription, so you do not incur any further charge. Once you receive an email from Live Active to confirm this you may then cancel your Direct Debit with your bank.

E. Teaching Policies, Procedures and Parental Responsibilities

1. All Live Active Leisure Teachers are qualified with aquatic teaching qualifications and have current PVG disclosure checks.
2. Swimming Teachers will take responsibility for children during their swimming lessons however parents/guardians are requested to remain in the building to deal with toilet breaks or behavioral issues if required. For children under 8 years old a parent/guardian MUST always remain in the building.
3. Parent/guardians must ensure that contact details are up to date. This is in the unlikely event of a medical emergency, building evacuation or other emergency.
4. Participants must be collected promptly at the end of a lesson.
5. Parents/guardians must not distract the swimming teacher during a lesson and should direct communication to reception/Duty Manager or wait until the end of the lesson.
6. If a participant is more than 5 minutes late for a class, they may be refused admission. This will be at the discretion of the swimming teacher to avoid disruption to others in the class.
7. We will use reasonable endeavors to provide the same swimming teacher each week. However, relief teachers may be used without prior notification.
8. We reserve the right to appoint a new swimming teacher at any time and at times we may need to provide an alternative teacher for a class or classes due to illness or any other unforeseen circumstances.
9. If a swimming teacher is absent, we reserve the right to join classes together if considered appropriate and safe according to Scottish Swimming guidelines or our own risk assessment.

F. Behaviour & Conduct

1. Parents accept that their child is under the supervision, control and care of the Swimming Teacher, during the lesson period. Should a child's behaviour be unsatisfactory, and the class is being disrupted, the Swimming Teacher has the right to remove the child from the class.
2. The swimming teacher may employ reasonable measures as are necessary to maintain the smooth delivery of the class. We reserve the right to request that your child should be removed from classes should they persistently disrupt or are seen to be putting themselves or anyone else at risk during the class. If a child is removed under these circumstances and suitable alternatives cannot be made, they may be removed from the Learn to Swim programme.
3. All participants are bound by Live Active Leisure Management Rules and Conditions ("the Rules"). A copy of such is available for inspection at all venues.
4. Should a participant be removed from a lesson for any of the above then no refunds will be provided.

G. Learn to Swim Dress Code & Hygiene.

1. All participants should wear appropriately fitting costumes/trunks and shorts, which are clean and specifically designed for swimming.
2. Long hair should be tied back.
3. In the interest of hygiene, bathers must use the showers and toilets before entering the pools.
4. Participants who have had sickness and/or diarrhoea should avoid swimming for at least two days.

H. Pool Closure and Cancelled Swimming Lessons

1. In the event of a pool closure we will make every attempt to contact our customers as soon as possible via email, so please ensure contact details are always up to date.
2. If the number of lessons in a year is less than 47, the Direct Debit will be adjusted the following month of this happening to reflect the lesson price. For any further cancellations these will in turn be adjusted for in the monthly direct debit and you will be notified.
3. Please note, refunds usually take 14 days for us to process and make payment.

I. Missed Lessons

1. Learn to Swim programme fees are non-refundable where the child has either missed lessons or decided to withdraw from the programme altogether. This includes if missed through general illness.
2. Longer term absence of 3 or more sessions caused by certified medical conditions, where a child would be unable to attend at an alternative time will be credited subject to providing notification and suitable evidence to the Live Active venue where your child's lessons take place.

J. Communication

1. We like to encourage communication and welcome queries to be raised with our staff.
2. Any poolside issues should be directed to the reception or the Learn to Swim Teacher at an appropriate time after the lesson.
3. Questions regarding the progression of your child should be directed towards reception at the venue and this will then be passed onto the relevant member of staff who will then contact you to discuss the issue.
4. All correspondence regarding Direct Debit will be sent to the Direct Debit holder.
5. General information will be distributed via online, social media and emailed.

K. Viewing

1. Parents/guardians are not permitted on poolside. Viewing is available at our venues.
2. No photographic equipment or any other form of visual or sound recording equipment may be used at any Live Active Leisure venue without the prior consent of the venue Manager or other Authorised Officer.

L. Data Privacy

1. We take great care to ensure that any information we hold about you is kept safe and secure. Customer and Child data will only be used for the purpose of delivering your booked sessions and for 'service' communications to keep you informed of session times, cancellations etc. and to allow you to manage your bookings. It is not possible to opt out of this.
2. As part of the sign-up process you may provide express consent for us to use your personal data in other ways (e.g. marketing), but this is optional.
3. The full details of how we use your personal data are available at: ['link'](#)