



## Private and Semi-Private Swim Lesson

### Terms and Conditions

1. The participant/parent/guardian agrees to pay the amount(s) as listed regardless of whether the participant uses up his/her private or semi-private lessons.
2. Lesson packages expires= in the twelve (12) months from the date of purchase. The participant must use up his/her private/semi-private lessons within the twelve (12) month term, or the lessons will be forfeited.
3. If the participant fails to attend a private/semi-private lesson as part of the schedule agreed upon, the participant/parent/guardian will be charged for the session as if the participant had attended (unless the participant/parent/guardian cancels or reschedules more than 24 hours in advance). Should the participant/parent/guardian cancel within 24 hours the participant/parent/guardian will be charged for the session as if the participant had attended. In the case of sudden illness, the participant is allotted three (3) cancellations within 24 hours due to illness without charge (regardless of advance notice). After the participant has used the three (3) illness cancellations, the participant/parent/guardian will be charged for all remaining lessons as if the participant had attended if not cancelled or rescheduled more than 24 hours in advance.
4. In the case of Instructor availability change, Orchard Hills Athletic Club reserves the right to assign the participant a new Instructor.
5. If, for any reason, the participant/parent/guardian defaults on his/her contracted payment obligations, the participant/buyer hereby authorizes Orchard Hills Athletic Club or its assignee to collect the outstanding monies, plus services charges at \$25 per transaction and interest in any method available to them. If the participant becomes disabled and unable to complete the training or moves more than 30 miles from the Club, then the participant/parent/guardian may cancel the remainder of the contract with written notice. This contract is non-transferable, and any payments made under this contract are non-refundable.
6. You agree to regularly review your account information and if you question or disagree with the amount withdrawn or with any account changes, you will notify Orchard Hills Athletic Club in writing within 30 days of withdrawal or account change; otherwise, you agree that the withdrawal or account changes will be considered to have been properly made.
7. The participant/parent/guardian may cancel the private/semi-private lesson agreement within five (5) days after the established agreement by delivering written notice to the Club. If any agreement is so rescinded, the Club shall refund to the participant/parent/guardian all amounts paid with respect to the agreement within thirty (30) days after receiving the written cancellation notice. You agree that the Club may deduct the cost of any lessons conducted prior to the receipt of cancellation from any money to be returned.