

## Waterlife Swim School – Terms and Conditions

The following Terms and Conditions form the basis of a Contract between You and The Company. The definitions of words used throughout this document are listed below:-

The Company means Waterlife Swim School.

We Us or Our means The Company.

Guardian means a person other than a parent who brings the child to the lesson.

You or You're the Person(s) signing this Contract.

Course 12 week course comprising of 12 lessons.

Lesson individual class within the Course each lasting approximately thirty minutes.

Instructor Employee provided by The Company who shall teach the lessons.

Premises The building within which the lesson takes place. The building may not necessarily be the same building throughout the Course our Procedures and Responsibilities and Duties to you:

- 1.1 We shall provide a suitably qualified instructor to work and teach a program of appropriate and suitable swimming techniques.
- 1.2 We shall endeavour to provide a temporary replacement instructor in the event of any instructor absence.
- 1.3 We reserve the right to replace an instructor at any point throughout the term if we feel it necessary or appropriate to do so.
- 1.4 We reserve the right to change the time or cancel lessons or courses but you will be advised at the earliest opportunity.
- 1.5 Every effort is made to keep lesson numbers low but any target lesson numbers that are given are just that and we reserve the right to alter lesson sizes if necessary.
- 1.6 If we need to cancel a lesson then we shall text/email you.
- 1.7 In the event of us cancelling lessons then we shall, where possible, be added to the end of the course. However, if you are unable to attend the re-arranged lessons then we cannot offer a refund. If we are forced to cancel more than two lessons then we shall offer a credit to the value of the third lesson and any further cancelled lessons during the course if they cannot be added to the end of the course or you are unable to attend.

- 1.8 If you or the guardian know of any illness, medical condition or allergy caused to the child then you must notify us and the instructor prior to any lesson and give full details so that we can take appropriate action or precautions if necessary.
- 1.9 In the event that we feel the child is not able to go swimming due to illness, allergy or other appropriate reason then we reserve the right to prevent the child attending a lesson or the course and in such circumstances we are unable to offer a refund.
- 1.10 If you wish to withdraw your child from the course on medical grounds then we require a letter from your GP or specialist detailing the nature of your child's ailment and confirming that your child has been medically advised not to swim for the period of the relevant 12 week term. We also require a formal letter of withdrawal and request for a refund from you. Any refund given on this ground shall be apportioned accordingly to the number of lessons remaining in the course from the date of receipt of the aforementioned doctor's certificate and your written notification. The refund will then be sent to you at the end of the course.
- 2 Rules to be observed by you throughout the course:
  - 2.1 You will remain responsible for your child throughout each lesson. No child will be allowed to take part in the lesson without a parent or guardian on poolside.
  - 2.2 No food or drink can be taken into the pool.
  - 2.3 No food or drink should be given to your child preceding the lesson.
  - 2.4 Photography is strictly prohibited throughout the course.
  - 2.5 If you have a complaint then please do so in writing. Any abusive or offensive behaviour towards any member of staff will not be tolerated and you may be asked to leave the lesson.
  - 2.6 You and your nominated guardian must conduct yourselves in a manner promoting the safety and comfort of all in attendance and we can request that you or the guardian vacate the premises immediately if we feel it reasonable in the circumstances. In this event, no refund can be given.
  - 2.7 You must take all rubbish home with you at the end of each lesson.
  - 2.8 You should adhere to the individual requirements of each venue such as car parking

- 3 Booking and Payment Conditions:
- 4 A contract comprising these Terms and Conditions will come into effect once you have submitted a booking form.
- 5 All bookings are accepted on a first come first served bases and we cannot guarantee your choice of day and time. It is therefore in your interest to submit full payment along with the booking form as soon as possible.
- 6 If on receipt of your booking form and payment we cannot offer you your first or second choice course then we will contact you to arrange an alternative course.
- 7 A payment must be received within seven days of reserving a place or we cannot confirm your place. There is also a £20 fee in the event a cheque is returned unpaid by your bank.
- 8 Any correspondence or other contact will be directed to you and if any of your personal details differ at any stage during the course you must notify us immediately.
- 9 We will offer you a full refund minus a £10 administration fee if you cancel your application at any point prior to the day before the course begins.
- 10 For the avoidance of doubt, if you do not cancel your application by the day before the first lesson then we cannot offer a refund. In such circumstances we will endeavour to find someone to take your place and if successful then offer you a refund but we are under no obligation to do so.
- 11 If you are owed a refund (either partial or full) then we can deduct it from the amount due for the following terms fees if requested to do so. Alternatively a refund can be sent directly to you.
- 12 This contract is governed by English Law and any dispute will be dealt with under the jurisdiction of England and Wales.