

## **Booking Terms and Conditions**

The following Terms and Conditions form the basis of a Contract between You and The Company. Please take the time to carefully read through this Contract before signing the front page of this document where indicated.

The definitions of words used throughout this document are listed below:-

- 'The Company' means Baby Swimming Limited of Elms Court Botley Oxford OX2 9LP
- 'We' 'Us' or 'Our' means The Company
- 'Guardian' means a person other than a parent who brings the baby to the Lesson
- 'You' or 'Your' The person(s) signing this Contract
- 'Course' nine week course comprising of nine 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 will provide a suitably qualified Instructor to work in the water to teach a programme 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 Instructors at any point throughout the Term if we feel it necessary or appropriate to do so
- 1.4 A copy of the Company's Public Liability Insurance Policy is available for inspection upon request
- 1.5 We reserve the right to change the time of or cancel Lessons or Courses in but You will be advised at the earliest opportunity
- 1.6 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
- 1.7 If We need to cancel a Lesson then we shall text your mobile 'phone or if We do not have Your number then We shall call Your home telephone
- 1.8 In the event of Us cancelling Lessons then they 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

- 1.9 If You or the Guardian know of any illness medical condition or allergy caused to the baby 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
- 1.10 In the event that We feel the baby is not able to go swimming due to illness, allergy or other appropriate reason then We reserve the right to prevent the baby attending a Lesson or the Course and in such circumstances We are unable to offer any refund
- 1.11 If You wish to withdraw your baby 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 baby has been medically advised not to swim for the period of the relevant nine week term. We also require a formal letter of withdrawal and request for refund, from You. Any refund given on this ground shall be apportioned according 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

### **Rules to be Observed by You Throughout the Course:**

- 2.1 Only babies aged between 3 and 14 months can start the Course at level one
- 2.2 You will remain responsible for Your baby throughout the each Lesson and Your baby will not be permitted to take part in the Lesson unless You or the nominated Guardian are able to enter the water with Your baby to take responsibility
- 2.3 No food or drink can be taken into the pool
- 2.4 No food or drink should be given to the baby during the hour preceding the Lesson
- 2.5 Photography is strictly prohibited throughout the Course however We shall endeavour to have an underwater photograph of Your baby taken in a nominated Lesson during the Course. We shall advise you in advance of the date of this Lesson and if You do not wish Your baby to partake then You are free to arrange an alternative Lesson
- 2.6 A 'neoprene' swim nappy must be worn by the baby and any baby not suitably attired will not be permitted to partake in the Lesson. No refund can be given in this event
- 2.7 If You have a complaint then please do so in writing at our office details above. Any abusive or offensive behaviour towards any member of staff will not be tolerated and You may be asked to leave the Lesson
- 2.8 You and the nominated Guardian must conduct Yourselves in a manner promoting the safety and comfort of all in attendance and We can request that either You or the Guardian vacate the premises immediately if We feel it reasonable in the circumstances. In this event no refund can be given
- 2.9 Neither You nor a Guardian should enter the swimming pool until permitted by the Instructor
- 2.10 You must take all rubbish and nappies home with You at the end of each Lesson
- 2.11 Any relatives are welcome to attend the Lessons but You remain responsible for them and they must remain quiet throughout the Lesson
- 2.12 You should adhere to the individual requirements of each venue such as car parking

## **Booking and Payment Conditions:**

- 3.1 A Contract comprising these Terms and Conditions will come into effect once You submit a booking form
- 3.2 All bookings are accepted on a 'first come first served' basis 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
- 3.3 If on receipt of Your booking form and payment We cannot offer you your first or second choice Course then we will telephone You to arrange an alternative Course
- 3.4 Payment must be received within seven days of reserving a place or we cannot confirm Your place. There is also a £20.00 administration fee in the event that a cheque is returned unpaid by Your bank
- 3.5 We shall email or post You confirmation of Your booking within seven days or receiving Your payment
- 3.6 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
- 3.7 We shall email You a booking form for the next term's Course during the sixth or seventh week of the current Course. If You do not receive the booking form by the end of the seventh week then please contact Us and We shall send out a duplicate copy. If We do not have Your email address then We shall post it to Your home details
- 3.8 We will offer You a full refund minus a £10.00 administration charge if You cancel your application at any point prior to the day before the Course begins
- 3.9 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
- 3.10 We will reserve a space for Your baby if requested over the telephone or by email but We require a completed booking form and full payment within 7 days of the request date. If full payment is not received during that time that We reserve the right to offer that place to another customer
- 3.11 If You cancel a reserved but not confirmed place on the Course then You will not be charged
- 3.12 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
- 3.13 If You are unable to attend a Lesson then You will be permitted to attend another Lesson during the term however this can only be done twice during the term and will only be provided where it is possible and must be attended during the current term. In the event that no additional suitable Lesson can be attended then no refund can be issued
- 3.14 This Contract is governed by English Law and any dispute will be dealt with under the jurisdiction of England and Wales