

## BABY SWIMMING 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. By confirming with payment you are acknowledging that you have read, understood and agree to the following terms and conditions.

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

'The Company'	means Baby Swimming business partnership of Unit 5.11, 332 Ladbroke Grove, London, W10 5AD
'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. Water temperature will be maintained at 30 degrees Celsius or above.
- 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 at any time up to and including the first day of term.
- 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 and/or contact you via email. We hold 2-weeks in reserve at the end of the term to be used in case of cancellation or maintenance. Please consider this as part of the term schedule.
- 1.8 In the event of Us cancelling a Lesson We shall, where possible, add the cancelled session on to the end of the Course or on to any available day within the term period including any day or days that may have been originally designated as days off. If You are unable to attend the re-arranged Lessons then We cannot offer a refund, credit or extra "catch-up" class. If We are unable to reschedule the cancelled Lesson or offer any alternative You are entitled to a credit or refund to the value of the cancelled Lesson or Lessons calculated on a pro rata basis.
- 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 (not including any "catch-up" lessons that have been booked within the relevant term) 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 relevant term. If a medical refund is claimed before the start of the course, the administration fee noted in 3.8 will apply.
- 1.12 In the case of illness or absence We will endeavour to offer a maximum of two "catch-up" classes per nine-week term; but We are not obliged to do so. Catch-up classes can only be taken within the dates of the term where the absence occurs and are subject to availability. If the "catch-up class" you have booked or are attending is cancelled you will not receive a refund or credit as compensation but will be offered an alternative reschedule opportunity, subject to availability. This must be taken within the relevant 9-week term.
- 1.13 We hold 2 weeks in reserve at the end of the term in case of essential maintenance of class cancellation. Please consider this part of the term schedule.

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

- 2.1 Only babies aged between 10 weeks and 12 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 No cameras, mobile phone cameras or recording devices of any sort are permitted during classes. 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. No unaccompanied minors are allowed at any of our venues.
- 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 One guest per individual booking is 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.
- 2.13 Our venues do not have "lost property" facilities. You are responsible for all your personal possessions. Please take all personal items with you at the end of the class.

#### **Booking and Payment Conditions:**

- 3.0 Bookings for the full term cannot be switched to an alternate day or venue, once the course has commenced
- 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 five working days of reserving a place, or we cannot confirm Your place.
- 3.5 We shall email You confirmation of Your booking within five working days of 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.
- 3.8 We will offer You a full refund minus a administration charge equal to 10% of your full course fee if You cancel your application at any point prior to five working days before the Course begins. We will offer You a full refund minus an administration charge equal to 20% of your full course fee, if You cancel your application at any time within the period of five working days before the Course begins. All refunds will be issued at the end of the relevant term.
- 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, credit or transfer of funds to future courses.
- 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 5 working 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 In the event that we cancel a course, we will provide a full refund with no administration fee or we will transfer the fee to an equivalent Baby Swimming course, subject to availability. We will not offer any further compensation, credit or additional catch-up class. All refunds will be issued at the end of the relevant term.
- 3.15 Regarding the use of discounts and offers, discounted course offers cannot be combined. Only one discount is available per customer per course booking. Where there is a choice of discounts, we will endeavour to offer the most advantageous discount to You.
- 3.16 This Contract is governed by English Law and any dispute will be dealt with under the jurisdiction of England and Wales.