

Terms & Conditions

Jo Borthwick Swimming Tuition: 12 November 2018



The following terms and conditions apply to all parents or guardians ("you") of any child attending swimming lessons organised by Jo Borthwick Swimming Tuition ("we" or "us"). Please ensure you read, understand and accept these Terms and Conditions by ticking the box on our Registration form before sending it back to us.

1. Acceptance of terms and conditions

a. By booking, or your child attending a swimming lesson with us, you accept these terms and conditions and they will form a binding contract between you and us.

b. You will ensure that your children and any other children you bring to the swimming pool will follow the general swimming pool rules set out at the end of these terms and conditions

c. We reserve the right to vary these terms and conditions at any time upon reasonable notice to you.

2. Lessons

a. The start date, start time, course and session duration, the name of teacher and the pool venue of the course will be confirmed in writing on the invoice that will be sent to you prior to the commencement of the course.

b. All lessons will start promptly at the agreed start time. If your child arrives late to the pool, the lesson will not be extended and will finish at the agreed end time.

3. Registration and contacting us

a. Before booking any courses with us you must register your details by completing the Enquiry Form on our website www.joborthwick.com. You must give us your email address, which we will use to send you administrative and marketing information about our services and other information in accordance with our Privacy Policy. We will hold your details securely in our customer database in accordance with our Privacy Policy. See website for details.

b. Once your details have been registered, we will contact you and set up a 10 minute assessment session at the pool. We will then endeavour to offer you a suitable time/location wherever possible.

4. Bookings

a. An email will be sent confirming your child's place for the term, followed by payment instructions.

b. Thereafter your child will be automatically booked into each term. If you do not wish for your child to continue, we require written notification 6 weeks before the new term.

5. Payment

a. The fee for a course will be confirmed to you at the time of booking. We will require either payment in full via BACs transfer or for you to set up a Direct Debit if you wish to pay monthly. Details of this will be emailed to you prior to the commencement date.

5. Payment (continued)

b. Failure to pay either in full or set up a Direct Debit prior to the commencement date of lessons will unfortunately mean your child will not be permitted to take part in their class.

6. Cancellation/Refunds

a. The intention to withdraw your child from swimming classes is subject to a half terms notice in writing at 'half term' (i.e. October, February, Easter or May). Please note you will be charged for this notice period.

7. Weather/Exceptional circumstances

a. On the rare occasion that we have to close a pool due to exceptional weather, we do not offer catch up lessons. We will instead credit your account for the cancelled lesson.

b. If a class has to be cancelled due to teacher illness, and we are not able to cover the lesson with another teacher, we will credit your account.

8. Holidays

a. If you wish to take a holiday during a course, meaning your child misses a lesson/lessons, you must still pay for the entire course. You will retain your place on the course for the duration.

b. There are no weekly classes over any bank holidays, half terms, Easter, Summer and Christmas holidays. Please refer to your Invoice for class dates.

c. We do offer our Intensive Swimming Courses during these holidays at an additional cost.

9. Illness and medical conditions

a. If your child is ill you must telephone or email us by 9am on the day of your child's lesson so that we are able to inform the teacher that your child will not be attending the lesson.

b. Children with diarrhoea, vomiting, and any contagious diseases should NOT attend lessons, and should not return to lessons until 48 hours after illness has stopped.

c. We shall not be liable for your child catching any illness or disease whilst at our lessons.

d. We will not provide refunds or credits for absence from booked lessons due to illness, regardless of the number of lessons missed as a result. However, if your child suffers a serious illness, which affects him or her for more than 4 weeks (such as broken bones or a condition that requires prolonged hospitalisation or medical attention) then we may offer you a credit for all lessons missed as a result of this.

10. Limitations of Liability

a. Whilst every reasonable precaution is taken by us to ensure security and safety at our swimming lessons, we shall not in any way be liable for any loss or damage arising in any way from our swimming lessons or the swimming pools we use. However, nothing in these terms and conditions shall limit the liability of any person for death or personal injury caused by negligence.

b. Any claim against us arising from attendance at one of our swimming lessons must be notified in writing to us within one month from the day of the relevant swimming lesson and we shall not be liable for any claim that is notified to us after this time.

c. In any event, we shall not be liable to you:

- (A) for any purely economic loss, for consequential or indirect losses or for any loss of profit or opportunity;
- (B) (where the claim is insured) for any loss which we are unable to recover from any insurer;
- (C) (where the claim arises as a result of something which was done or not done by a third party) for any loss which we are unable to recover from that third party; and
- (D) for any loss which is greater than the fee paid by you for the relevant course of swimming lessons.

d. In the event that you or your child causes harm, damage, loss or injury to any other person or property during the course, you agree to indemnify us and reimburse us for all claims, losses, damages, expenses (including legal fees), and any other liability suffered by us as a result of such harm, damage, loss or injury caused by you or your child.

e. We shall not be liable for any loss or theft of your or your child's personal possessions and all property left by you on the property (including without limitation in the changing rooms and in the car park) is done so at your own risk.

11. General pool rules

a. Food and drink – if food and drink are consumed on poolside please ensure you clear up after your child and take rubbish home with you.

b. Shoes must be removed before entering the poolside or overshoes worn.

c. No buggies are allowed in changing rooms or on the poolside.

d. Long hair should be tied back, or a swimming hat worn.

e. Children may wear goggles, but we reserve the right to remove them if they cause disruption of the class.

f. Safety for all is our paramount concern and we have the right to remove anyone on, in or around the pool who gives us any concern whatsoever with regard to safety.

f. Children must not run or act inappropriately once within the pool vicinity. We shall not be responsible for any injury/accident caused as a result of children and/or parents disobeying these rules.

12. Location Awareness

a. All our pools are located on either on working farms or on a private residence. It is your responsibility to ensure your child's safety at all times when outside of the pool vicinity.

b. Please ensure you keep your children close by you at all times. There is often a large number of cars from customers, driving in and out of the area, and or, farm vehicles so please take care.

c. Please don't let your children run around outside of the pool vicinity.

d. Animals on the farm are to be looked at and not touched please.