

Terms & Conditions

Jo Borthwick Swimming School LLP September 2025

Please ensure you read, understand and accept these Terms and Conditions. By signing your child up to swimming with Jo Borthwick Swimming School LLP you are agreeing to our Terms and Conditions.

The following terms and conditions apply to all parents or guardians (“you”) of any child attending swimming lessons organised by Jo Borthwick Swimming School LLP (“we” or “us”).

1. Acceptance of terms and conditions

- a. By you 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.
- c. We ask parents to remain in the pool building during their child's lesson.
- d. Parents are politely asked not to distract teachers during lessons. If you wish to speak to a teacher please email to arrange a convenient time to talk – admin@joborthwick.com
- e. You agree to allow us, where necessary, to physically assist your child to improve their skill and technique, ie assisting a swimmer to starfloat by gently holding their shoulders to correct the posture and offer reassurance.

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.co.uk. 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, if you are a new customer, we will endeavor to offer you a suitable time/location wherever possible. Please be aware, with exception to our intensive courses, we do not keep a waiting list.

4. Bookings

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

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 end of your current swimming 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. Details of this will be emailed to you prior to the commencement date.

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 six weeks prior to the end of your current swimming term.. Please note you will be charged for this notice period. Late cancellations or amendments will incur a £16 administration fee.

b. We reserve the right to cease lessons with immediate effect without refund if gross misconduct occurs on the part of the pupil or parent. Our teachers and our facilities are to be treated with respect and courtesy.

7. Weather/Exceptional circumstances

a. On the rare occasion that we have to close a pool due to exceptional weather, this is deemed out of our control and we will not offer refunds or catch up lessons.

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. A catch up lesson will not be offered.
- 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 offer 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 8am 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. If after 24 hours of attending a lesson, your child has contracted a contagious illness please contact us immediately so that we can inform other parents.
- b. Children with diarrhoea, vomiting, and any contagious diseases (ie chicken pox, hand, foot and mouth) must 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 some or all lessons missed as a result of this. Please note this is at our discretion.
- e. Please seek medical advice before swimming if your child has contracted an illness. We cannot take responsibility for any issues arising due to your child swimming with an illness (eg glue ear).
- f. It is the parent's responsibility to hold and administer any medication required by their child, ie inhaler. If your child has varucas they are required to wear a varucca sock until it has cleared up.
- g. All medical conditions including allergies must be noted on your registration form to ensure we best serve your child.
- h. Our teachers may refuse your child entry to their lesson if they reasonably believe your child is not well enough to swim. A refund will not be offered.
- i. A child will be removed from the lesson if they have a nosebleed or other illness and returned to the parent.

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 belongings 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 – No food is to be consumed on poolside at anytime. Children are invited to bring water bottles for their lessons. No food to be consumed 1 hour prior to lessons.

b. Please encourage your child to go to the toilet prior to the start of the lesson.

c. Shoes must be removed before entering the poolside.

d. No pushchairs are allowed in changing rooms or on the poolside.

- e. Children may wear goggles, but we reserve the right to remove them if they cause disruption of the class. Long hair must be tied back or a swimming hat worn.
- 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.
- g. Children must not run or act inappropriately 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.
- h. Outside of lessons parents are responsible for their children at all times and no child should enter the pool without a teacher present.
- i. Jo Borthwick Swimming School LLP proudly complies with the Equality Act 2010 (Amendment) Regulations 2023.

12. Location Awareness

- a. 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 are often a large number of cars from customers, driving in and out of the area, so please take care.
- c. Please do not let your children run around inside or outside of the pool vicinity.

13. Safeguarding

Jo Borthwick Swimming School LLP is committed to providing a good child safeguarding practice for all our swimmers and we have adopted the Swim England Safeguarding Policy – Wavepower – a copy of which is held by Jo Borthwick Swimming School LLP office or can be viewed and downloaded from www.swimming.org

14. Changing Room Policy

At no point should a male parent/carer enter the female changing rooms. At no point should a female parent/carer enter the male changing rooms. A female child under the age of 8 or with SEND can be accompanied in the male changing rooms with a male parent carer and a male child under the age of 8 or with SEND can be accompanied in the female changing rooms by a female parent/carer.