



Terms & Conditions

Last updated: 5th January 2024

1. Introduction

- 1.1. These are the terms and conditions under which we provide our lessons to you and/or your children.
- 1.2. Please read these terms carefully. These terms tell you who we are, how we will provide our lessons, how the contract can change or end, what to do if there is a problem and other important information. All clients are expected to abide by these terms and conditions. In the unlikely event of failing to do so, a client may be instructed to stop lessons and will not be eligible for a refund.

2. Who we are and contact methods

- 2.1. Splash into Swimming ("we", "us") is an independent swim school established in 2019 by Marion Bryant, our lead instructor and owner of the school. The contract for swimming lessons is between the person who signs this contract ("you", "the client") and us.
- 2.2. You can contact us by email at info@splashintoswimming.co.uk, by calling 07707 368548, or in writing at 80 Grasmere Avenue, Workington, Cumbria, CA14 3LR.
- 2.3. If we have to contact you, our primary method will be via a private WhatsApp group, which you will be invited to join upon confirming a lesson booking with us. We may also use our social media accounts, website, telephone (voice call or SMS), or by writing to you at the email or postal address you provided. You are responsible for providing the correct contact details upon signing up for lessons.

3. Our contract with you

- 3.1. We will accept your booking for swimming lessons when the following conditions have been met:
 - 3.1.1. When you have created and activated your online account on our booking system,
 - 3.1.2. When you have accepted the terms of this contract, either in writing or digitally by accepting them on the booking system,
 - 3.1.3. When all payments due in respect of lessons booked have been made;
- 3.2. If we cannot accept your booking, we will inform you of this and not charge you for the lessons. This might be because the lessons you wish to book are fully booked already, because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price or description of the lessons.

4. Your right to make changes

- 4.1. Please contact us immediately if you wish to amend the lessons you booked. We will let you know if the requested change is possible. We will let you know about any changes to the lesson price, timing, or anything else necessary as a result of your requested change and ask you to confirm whether you wish to proceed with the change.

5. Our rights to make changes

- 5.1. We may change the lessons from time to time at our sole discretion:
 - 5.1.1. To reflect changes in relevant laws and regulatory requirements or
 - 5.1.2. To implement minor technical adjustments and improvements;
 - 5.1.3. These changes will not affect the quality or nature of the lessons;

6. Providing the lessons

- 6.1. We will provide the lessons to you on the dates and times confirmed at the point of booking, corresponding to the package of lessons you booked.
- 6.2. Occasionally, we may need to change a lesson date and/or time. We will contact you immediately to inform you of such a change. We will not reimburse you for any expenses caused by your failure to receive the message when sent to the correct email or phone number you supplied at the time of booking.
- 6.3. We will always try to reschedule any lesson that has not been able to occur on a 'best endeavours' basis.
- 6.4. The lessons will, where possible, be provided by the same instructor. However, you acknowledge that whilst we will endeavour to ensure that the same instructor provides each of the lessons you have booked, this may not always be possible. If your usual instructor is unavailable to provide a lesson or multiple lessons, a suitably qualified alternative instructor will run the lessons in their place.
- 6.5. Each lesson will take place during either a 30- or 60-minute period as specified at the time of booking. The scheduling of lessons requires us to allocate 30-minute slots for each lesson, including any time spent getting in and out of the pool. Therefore, you must ensure that you/your children are ready to begin the lesson promptly at the start of the allocated period. Refunds or additional time cannot be provided should you/your children be late or need to leave the lesson before the allocated period ends.
- 6.6. We are not responsible for delays outside our control. If our ability to provide the lessons on the originally scheduled dates is affected by an event outside of our control, then we will contact you as soon as possible to let you know, and we will take steps to minimise the effect of the delay and reschedule the lessons. Provided we do this as soon as is reasonably practicable, we will not be liable for delays caused by the event.
- 6.7. On occasion, we may have to suspend lessons to:
 - Deal with technical or health and safety problems;
 - Make minor technical changes or
 - Update the lessons to reflect changes in relevant laws and regulatory requirements

We will contact you in advance to tell you we will be suspending the lessons unless the problem is an emergency or as a result of an unforeseeable event, in which case we will notify you as soon as possible.

- 6.8. Lessons will also be suspended if you do not pay on time and still do not make payment within 7 days of us reminding you that payment is due. We may suspend the supply of your lessons until you have paid us all outstanding amounts.
- 6.9. We will contact you to tell you we are suspending the supply of the lessons. As well as suspending the lessons, we will charge you statutory interest on your overdue payments under the Late Payment of Commercial Debts (Interest) Act 1998.

7. Pool closures

- 7.1. In the unlikely event of the pool not being available for use due to technical or health and safety issues, we will take the following steps:
 - 7.1.1. Our initial response will be to endeavour to reschedule the lessons at the same venue for the nearest available space. Due to pool availability, this may need to be at a different time and/or day than your normal lessons.
 - 7.1.2. When alternative spaces at the venue are unavailable, the missed lesson will be carried over to the following term, subject to availability.

- 7.1.3. When the pool is unavailable for an extended period (more than one week) on public health or other grounds (including pandemics) outside our control, we are not responsible for providing any further lessons during that time. In the unlikely event of this being the case and it not be possible to reschedule the lessons at the end of the term, we will endeavour to provide the remaining lessons in the following term.
- 7.1.4. Refunds will only be issued if we can recover pool hire costs from the venue operator.
- 7.1.5. WhatsApp group notices, SMS and/or emails will notify clients of changes. We cannot be held responsible for any additional travel expenses incurred.

8. Your obligations

- 8.1. You must comply with certain obligations concerning the lessons. During the lessons (and during any period in which you are at the premises from which the lessons are provided), you must:
 - 8.1.1. Be responsible for any children/minors under your guardianship at all times, except while the lesson is in progress and the child is under the direct instruction and care of the instructor;
 - 8.1.2. Wait outside the pool area until you are instructed to enter. You will be expected to stay on the poolside with your child until the lesson begins, and it will be your choice to remain poolside throughout the lesson or to wait in the corridor. You must not vacate the building.
 - 8.1.3. Not treat any of our instructors, other parents, venue staff, or any other lesson participant in an abusive manner.
 - 8.1.4. Not be under the influence of alcohol or any non-prescription drugs.
 - 8.1.5. Comply with any policies we implement and communicate to you from time to time (including, but not limited to, any policies relating to health and safety).
 - 8.1.6. Accept that, at times, there will be physical contact between the instructor and your child in a professional, caring manner and following Swim England's Safeguarding policy.
 - 8.1.7. The person/persons taking part in the lesson must rinse in the shower before entering the water.
 - 8.1.8. Swimmers must only enter the pool once the instructor says it is safe to do so and must tell the instructor if leaving the pool before the end of the lesson.
 - 8.1.9. Swimmers must not run on the poolside at any time.
 - 8.1.10. Swimmers must remove loose-fitting or sharp jewellery and tie back long hair. All plasters and hair clips must be removed before swimming. No makeup or body lotions are to be used.
 - 8.1.11. Do not eat or chew gum during the lesson. Food is strictly forbidden in the pool buildings.
- 8.2. Help us minimise lesson disruptions and incidences of sick children during lessons. Maintaining hygiene standards and cleaning up after these problems often result in lessons being rescheduled, a costly inconvenience for other swimmers and ourselves. This can be easily avoided by following these simple steps:
 - Before any lesson, only feed your child a light snack at least an hour before the lesson starts (avoid large meals) and take them to the toilet.

- If your child feels unwell, however minor, do not bring them to the pool, and they should only swim again when fully well.
 - Do not consume alcohol before the lesson.
- 8.3. Follow pool procedures as advised at the time of booking. You should arrive no earlier than 10 minutes before the lesson and leave no more than 15 minutes after the lesson to help improve changing room availability and reduce crowding.
- 8.4. You must adhere to instructions regarding car parking and entry and exit routes.
- 8.5. We cannot be held responsible for any consequential loss or damage to your vehicle or property whilst on the pool grounds.
- 8.6. Ensure the pool grounds are kept clean. Messes on the floor must be kept to a minimum, and a staff member must be informed if the floor is soiled. Strictly no outdoor footwear or buggies are allowed poolside.
- 8.7. Refrain from any unauthorised photography. Photography (other than by our professional photographers) is prohibited at any time. You will be asked to sign a consent form should your child appear in any photographs or video taken by our authorised photographers and we wish to use these on social media or used for marketing purposes.
- 8.8. Should you or your child have or develop any known or suspected medical condition, you must consult a doctor before swimming and inform us as soon as possible. All information received is treated in confidence and with sensitivity. You must never bring a child swimming if they have any illness such as an ear infection, diarrhoea, chicken pox, impetigo, conjunctivitis or a bad cold. You must wait until the doctor has given the all-clear before returning to lessons. In the event of sickness and diarrhoea, you or the child must have been clear of all symptoms for at least 48 hours before attending a lesson.
- 8.9. You must also comply with certain obligations when booking lessons and entering into this contract. You must:
- 8.9.1. Declare with your booking any information relevant to the swimmers' ability to participate before the lesson commences. This includes but is not limited to any existing medical conditions or behavioural problems that the child or adult has that may be communicable or possibly harmful to themselves or another person or require particular consideration during lessons, such as individual educational needs. You must agree to inform us of any changes in any medical or psychological condition as soon as you are aware of them. All information will be kept strictly confidential, and it is at our sole discretion whether to accept or refuse any booking if we cannot accommodate your needs.
- 8.10. Where you have booked the lessons on behalf of a child, you must ensure that the child also complies with all obligations under this contract while under your control or supervision.
- 8.11. You or your child may be removed from a lesson if you behave in any disruptive or potentially dangerous way to the instructor or other clients. Without limiting any of our rights and remedies under this contract, if you (or the child you have booked the lessons on behalf of) do not comply with the obligations set out here, we shall, in our absolute discretion, be permitted to remove you (or the child) from the lesson for some or all of the remaining duration of the lesson. For the avoidance of doubt, you will not be eligible for a refund.

9. Lost property

- 9.1. All property left in changing rooms, on the poolside, in entrance halls or outside is left entirely at your own risk. We cannot accept any responsibility for the loss of, or damage to, any personal possessions. The instructor will hold the items that we recover and return them to you at the venue. Items that are recovered by the venue will be held per their Lost Property policy. You must sign a lost property form when collecting left items.

10. Refunds & credits

- 10.1. Once payment has been made for lessons, refunds will only be given at our sole discretion and only if reasonable alternative arrangements cannot be made.
 - 10.1.1. This includes, but is not limited to, circumstances outside our control, such as Government lockdowns, anything related to COVID-19 or similar national issues, extremely adverse weather conditions, power interruption, acts of God or force majeure.
- 10.2. If you cannot attend a lesson or lessons due to sickness or holiday, we cannot refund booking fees as these secure the venue hire for the term duration at the time of booking – typically, this is a school half-term of 6 weeks.
- 10.3. In exceptional circumstances, for example, where a swimmer has a broken limb, we may offer you the opportunity to defer lessons to a later date, contributing towards enrolment in a complete term of lessons, subject to availability. In such cases, each request will be considered individually.
- 10.4. Credit for unused lessons lasts for six months. You can apply your lesson credits towards enrolment in a full course of lessons.
- 10.5. We ask that you give a minimum of 24 hours' notice should you have to cancel a lesson. Cancelling within 24 hours will incur a £5 fee to cover the cost of the pool hire.
- 10.6. If you make a block/term booking and need to cancel a lesson, that lesson will be rescheduled or credited back to you; however, should you cancel within 24 hours of your scheduled lesson, the above £5 fee will still apply.

11. Our rights to end the contract

- 11.1. We may end this contract if you break any conditions. We may end the contract and stop providing lessons at any time by notifying you if:
 - 11.1.1. You do not make any payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due;
 - 11.1.2. You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the lessons;
 - 11.1.3. You (or the child you have purchased lessons on behalf of) are removed from a lesson on more than one occasion or;
 - 11.1.4. You fail to attend lessons for three consecutive weeks without good reason, even if you have paid.
- 11.2. You will not be entitled to a refund if you break the contract. You may also be required to pay compensation. If we end the contract in the situations set out in clause 11.1, we will not refund any money you have paid in advance for lessons we have not provided. We may still charge you reasonable compensation for our net costs due to your breaking the contract.

12. Price and Payment

- 12.1. The cost of the lessons (which includes VAT where applicable) will be the price set out on our website on the date you book lessons unless we have agreed on another price in writing. We take all reasonable care to ensure that the cost of the lessons advertised to you is correct. However, please see 12.2 below for what happens if we discover an error in the cost of the lessons you book.
- 12.2. It is always possible that, despite our best efforts, some of the lessons may be incorrectly priced, whether on our website, in promotional material or written or verbal exchanges with you. We

normally check prices before accepting your booking. If we discover a mistake, we will charge the lower amount if the correct price at your order date is less than our stated price. If the correct price on your booking date is higher than the price given to you, we will contact you for your instructions before we accept your order.

- 12.3. We are not obligated to offer lessons at any stated price should we determine that the price was incorrect before taking payment.
- 12.4. You must make payment of the full price of your lessons before we start providing them unless we have agreed otherwise in writing. We accept bank transfers and cash payments. We currently do not accept card payments but we hope to offer this soon. Group lessons may be joined at any point in the term, and you will pay for the lessons remaining on a pro-rata basis. Discounted rates for term bookings will not be given for partial terms; lessons will be charged at the full rate as advertised.
- 12.5. We are entitled to charge interest on late payments under the Late Payment of Commercial Debts (Interest) Act 1998. If you do not pay us by the due date, we may charge interest to you on the overdue amount at the rate of 8% a year above the Bank of England base rate from time to time. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount.
- 12.6. There are no refunds once payment has been received, except as set out in section 10. There are no discounts for siblings or groups as our prices are highly competitive.

13. Continuity and rebooking

- 13.1. You will be asked during the current booked term if you wish to continue with lessons for the next term. This is known as the renewal period. Places will be offered to existing and new swimmers on a first-come, first-served basis. Details on renewing will be communicated to you at the appropriate time.
- 13.2. Having lessons in a current term does not guarantee the availability of lessons for you or your child in subsequent terms, although we make every effort to provide continuity by offering renewals ahead of spaces to new customers. You must confirm the renewal as soon as possible to avoid losing your space.

14. Our responsibility for loss or damage suffered by you

- 14.1. We are responsible to you for the foreseeable loss and damage we caused. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.
- 14.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights concerning the lessons.
- 14.3. We are not liable for your business losses. We only supply lessons for domestic and private use. If you use the lessons for any commercial or business purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15. Safeguarding policy & procedures

- 15.1. We follow Swim England's Wavepower [Child Safeguarding policy & procedures](#).

16. Changes to these terms and conditions

- 16.1. We may update our Terms and Conditions from time-to-time by publication to the website <https://www.splashintoswimming.co.uk/terms>. You will receive an email notification of any changes. If you are not happy to accept the changes, you must notify us in writing of your non-acceptance within 14 days of receipt of the notification. Failing any such communication from you, we will deem that you fully accept the updated Terms.

17. Our website

- 17.1. Material made available on our Splash into Swimming website, <https://www.splashintoswimming.co.uk>, including materials on linked sites directly or indirectly accessible from this site, are provided “as is”, with no warranty of any kind, express or implied, including those of merchantability and fitness for a particular purpose.
- 17.2. Any reference to linked sites or third-party companies, products or services by name does not constitute or infer its endorsement by Splash into Swimming. Splash into Swimming has used all reasonable endeavours to ensure that information provided through its website is accurate at the time of inclusion; however, it accepts no liability for any inaccuracies, errors or omissions on the site.
- 17.3. The information available on the site may be incomplete, out of date or inaccurate. Splash into Swimming reserves the right at any time and without prior notice to make changes and corrections to the material on its site. Splash into Swimming accepts no liability for any loss of or damage to whatsoever nature caused by the use or the inability to use the materials available on its or any linked site. Splash into Swimming has taken all reasonable steps to ensure that third parties' intellectual property is not infringed.

18. How we may use your personal information

- 18.1. We will only use your personal information as set out in our Privacy Policy, available at <https://www.splashintoswimming.co.uk/privacy>.
- 18.2. Splash into Swimming respects your privacy and keeps confidential information shared in line with GDPR Regulations.
- 18.3. Splash into Swimming records your personal information only if you provide it when expressing an interest in our services. We do not share this information with any third parties. We will contact you only if you request us to, or in urgent situations where direct contact is the best course of action.
- 18.4. The photographer concerned owns all images displayed on the Splash into Swimming website. An agreement to display the photographs has been reached, and they cannot be copied or used without our express permission.

19. Other important terms

- 19.1. We may transfer this Agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. If this happens, we will always tell you in writing and ensure that the transfer will not affect your rights under the contract.
- 19.2. You need our consent to transfer your rights to someone else. You may only transfer your rights or obligations under these terms to another person if we agree in writing.
- 19.3. Nobody else has any rights under this contract (except someone you pass your rights on to under 19.2). This contract is between you and us. No other person shall have any rights to enforce any of its terms.

- 19.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses (or sub-clauses) will remain in full force and effect.
- 19.5. Even if we delay enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 19.6. These terms are governed by English law, and you can bring legal proceedings regarding the lessons in the English courts.

20. Administration fee for processes outside our terms and conditions

- 20.1. On occasions where you engage in processes or requests that fall outside the scope of the standard Terms and Conditions outlined herein, we (to which you make the payment) reserve the right to charge an administration fee of £10.00. This fee will cover additional administrative costs incurred in handling and processing requests that deviate from the Terms and Conditions.
- 20.2. The decision to impose such a fee will be at our sole discretion. You will be notified of the administration fee and its application before any charges are incurred.
- 20.3. The £10 fee is payable per request or process that falls outside our Terms and Conditions.
- 20.4. By continuing to use our services, you acknowledge and agree to the possibility of an administration fee being applied for processes outside the specified Terms and Conditions.