



Dolphin Swim Academy - TERMS AND CONDITIONS (*Applicable to Wimbledon College, Mitcham, Perseid*)

The following Terms and Conditions form the basis of a contract between You and Dolphin Swim Academy

Please take the time to carefully read through this Contract. By confirming with payment in full or by direct debit instalments, you are acknowledging that you have read, understood and agreed to the following terms and conditions.

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 at Mitcham and Perseid or 28 degrees celsius or above at Wimbledon College.

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.

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. Term booking schedules are provisional. Your final dates will be confirmed upon receipt of payment or a direct debit in place.

1.6

Every effort will be 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 numbers if necessary.

1.7

If We need to cancel a lesson for any reason, We will text You on the mobile number that You provided and/or contact You via email to the email address provided by You.

1.8

In the event of Us cancelling a lesson, We shall, where possible, add a credit for the cancelled session, or mark the class as absent, in which You can rebook the class as a make-up lesson.

1.9

If You or the Guardian know of any illness, medical condition or allergy caused to the child then You must notify Us 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 that your child is not able to attend a lesson due to illness, allergy or other appropriate reason then We reserve the right to prevent the child attending a lesson or course of lessons, as we see fit.

1.11

If You wish to withdraw your child from lessons on medical grounds then We require a letter from your GP or Specialist detailing the nature of your child's ailment and confirming that they are not to attend swimming lessons.

Any refund given on this ground shall be apportioned according to the number of lessons remaining in the term (not including any catch-up lessons that have been booked within the relevant term).

1.12

In the case of illness or absence We will endeavour to offer a maximum of 8 catch-up classes per term. Catch-up classes can only be taken within 6 months of the absence being marked. 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.

If You leave us or cancel your booking, then all catch-up classes remaining will be forfeited.

Catch-up classes are subject to availability.

Rules to be followed by You throughout the Term:

2.1

You will remain responsible for Your child throughout the duration of each lesson and Your child will not be permitted to take part in the lesson unless You or the nominated Guardian are able to enter the water with Your child to take responsibility (Applicable to all Parent and Child classes).

2.2

No food or drink can be taken into the pool.

2.3

No food or drink should be given to Your child during the hour leading up to the start of your lesson.

2.4

No camera, mobile phone cameras or recording devices of any sort are permitted during classes.

2.5

A 'neoprene' swim nappy and disposable swim nappy must be worn by Your child and any child not suitable dressed will not be permitted to participate in the lesson. No refund can be given in this event. Neoprene swim nappies can be purchased from www.splashabout.com and also www.amazon.co.uk

2.6

If You have a complaint to make then please do so in writing. Any abusive or offensive behaviour towards any member of staff will not be tolerated and You may be asked to leave the lesson/venue and forfeit any remaining lessons, paid or unpaid.

2.7

You and the nominated Guardian must conduct Yourself in a manner promoting safety and comfort of all in attendance and We can request that either You or the Guardian vacates 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.

2.8

Neither You nor a Guardian should enter the swimming pool unless permitted to by the instructor.

2.9

You should adhere to the individual requirements of each venue such as car parking, smoking on site, pets, bikes, buggies, etc and make sure that the rules are adhered to.

2.10

You are responsible for all of your personal possessions. Please take all personal items with you at the end of the session. Any items left behind cannot be our responsibility.

2.11

You must shower and remove any make-up before entering the pool. You cannot enter the pool with fake tan on.

You will not be refunded if you are refused entry into the pool as a result.

Booking and Payment Conditions

3.0

Bookings for the full term cannot be switched to an alternative day or venue, once the term has commenced, unless approved by management.

3.1

A Contract comprising these terms and conditions will come into effect once You submit a booking form and/or payment is made or a direct debit is set up.

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 of day/time then we will contact you to arrange an alternative.

3.4

Payment or direct debit activation must be received within the invoice due date, or we cannot confirm Your place. Bookings will be cancelled if the deadline date is not met.

3.5

Any correspondence or other contact will be directed to You and if any of Your personal details differ at any stage during the term You must notify Us immediately.

3.6 BELOW IS FOR PAID IN FULL CUSTOMERS ONLY

We will offer You a full refund minus an administration fee of £30.00 If You cancel your application at any point prior to five working days before the term commences.

Direct debit customers must give 1 months notice in writing to cancel.

3.8

If You are owed a credit (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. If you are a direct debit customer this will be deducted from your current invoice for the term.

3.9

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 a maximum of 8 times during the term and will only be provided where it is possible and must be attended within 6 months of the date of absence. In the event that no additional suitable lesson can be attended then no refund can be issued.

3.10

In the event that We cancel a lesson, We will provide a full refund with no administration fee or we will transfer the fee to an equivalent term, subject to availability. We will not offer any further compensation, credit or additional catch-up class.

All refunds will be issued within 28 working days.

3.11

Once You have been booked into a class You will automatically be booked into the same class, same day and time, in the following term.

We will offer a deadline date to make payment in full or have an active direct debit mandate set up. Should this deadline be missed We will cancel Your booking and invoice with immediate effect and spaces will be offered to a different student.