

DATED _____

2018

TERMS AND CONDITIONS OF SERVICE

Version 1



Stephens Scown LLP, Curzon House, Southernhay West, Exeter EX1 1RS
T: 01392 210700 F: 01392 274010 DX: 8305 Exeter W: Stephens-scown.co.uk

Ref: **TCM/BP/SPLA-1-1**

Our terms

1. THESE TERMS

- 1.1. **What these terms cover.** These are the terms and conditions on which we supply Services to you.
- 1.2. **Why you should read them.** Please read these terms carefully before you submit your booking to us. These terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3. **Interpretation.**

Home Portal the online portal we offer where you make payments and manage your bookings.

Services the Services we provide to you including but not limited to; lessons for swimming, snorkelling, diving, junior lifeguard, and lessons for groups and schools.

we, us, our Splash Swim School UK LLP, a limited liability partnership registered in England with the registration number OC398755. Our registered office is C/O Haines Watts Exeter LLP, Parliament Square, Parliament Street, Crediton, Devon, England, EX17 2AW.

Website Our website is www.splashswim.co.uk.

2. HOW TO CONTACT US

- 2.1. **How to contact us.** You can contact us on the following details:

Telephone	01392 833075
Email	info@splashswim.school
Post	Splash Swim School UK LLP, Kerswell, Exminster, EX6 8AY

- 2.2. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your booking.
- 2.3. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails but not fax.

3. OUR CONTRACT WITH YOU FOR THE PROVISION OF SERVICES

- 3.1. **How we will accept your booking.** You may enquire about booking our Services on our Website or by contacting us on the details above. Our acceptance of your booking will take place when we email you to accept it, at which point a contract will come into existence between you and us. Please note that there is a new member administrative charge of £5.
- 3.2. **If we cannot accept your booking.** If we are unable to accept your booking, we will inform you of this in writing and will not charge you for the Services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Services or because we are unable to meet a time or date you have specified.
- 3.3. **Entry onto our waiting list.** If we are unable to accept your booking, we may be able to enter you onto our waiting list. We will confirm entry onto the waiting list by email. We will

then contact you if your requested Service becomes available. Entry onto the waiting list on our confirmation of availability does not guarantee that we will be able to offer you or provide the Services you have requested and acceptance of bookings from the waiting list operate on a first come first served basis.

- 3.4. **When we will provide the Services.** We will provide the Services in accordance with the schedule as agreed with you and set out in the booking confirmation.
- 3.5. **How we provide the Services.** The Services are carried out by individuals who have the suitable level of swimming/lifeguarding qualifications and are all DBS checked. All swimming aids and equipment will be provided.
- 3.6. **Teacher to child ratios.** Our Services are provided on the teacher to child ratios of 1:1, 1:2, 1:4 and 1:6 at the prices detailed on our Website. If the teacher to child ratio for the Service you originally booked changes, we will contact you. Where the ratio of children increases (to a maximum of 6 children per teacher) we will refund the difference to your Home Portal account. If the ratio decreases (and you agree to proceed), we ask that you pay the difference. If you do not wish to proceed, or the Service has to be cancelled due to insufficient numbers, we will try to rearrange the Service (see clause 3.8).
- 3.7. **Our rights to make changes.** We reserve the right to make changes to the programme, times and locations of the Services. We will notify you of any changes before they happen.
- 3.8. **Rearranging Services.** We will use our best endeavours to rearrange Services that have to be cancelled due to low or no attendance; however we cannot guarantee that this will always be possible. If we have had to cancel or change the Services you originally booked and rearranging the Services is not possible then we will issue a refund to your Home Portal account.
- 3.9. **Parent/guardian attendance.** Prior to and following each lesson parents/guardians are responsible for the safety and supervision of any participants under the age of 18 years. We request that all parents/guardians sit quietly in the provided seating during the lessons.
- 3.10. **We are not responsible for delays outside our control.** If our provision of the Services is delayed by an event outside our control (as defined on these terms) 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. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.
- 3.11. **Use of camera/recording devices.** The use of any device with a camera or recording facility is strictly prohibited within the changing rooms and poolside for safeguarding and privacy reasons. We may engage an approved photographer to take videos/photos for promotional purposes; if you have any objections to this please notify us at the time of booking.
- 3.12. **Location requirements.** Some of the locations where we carry out the Services are secure sites. These secure sites also require us to provide details of expected visitors and CCTV is in use throughout the site. By proceeding with booking our Services you agree to us releasing the necessary information (e.g. name, telephone number, car registration plate) to the relevant parties at these sites.

4. CANCELLATION

4.1. When and how you cancel Services.

- 4.1.1. Unless you have a one-off lesson, you can cancel the Services within 24 hours of the first lesson then a refund will be possible;

4.1.2. If you cancel Services once provision of the Services has begun (including the 24 hours prior to the first provision of the Service) or you have missed lessons you will receive no refunds.

4.2. **How we cancel Services.** We reserve the right to cancel Services, either for reasons beyond our control or where it is a group booking, if there are insufficient numbers or participants. Where we have cancelled you will be entitled to a refund or to rearrange in accordance with clause 3.8.

5. **CATCH UP LESSONS**

5.1. Where you cannot attend a lesson and inform us of the same in accordance with this clause 5, we will add you to our catch up list and inform you of any available lessons that may be suitable for you so that you may catch up with your scheduled lessons.

5.2. If you inform us that you are unable to attend a lesson at least 48 hours before the lesson is due to begin, you will be placed on our catch up list for up to 3 months.

5.3. You will not be placed on the catch up list if you inform us less than 48 hours before the lesson is due to begin, unless we have been able to fill the vacant space for the lesson.

5.4. If you do not use the catch up lesson within the 3 months of the original lesson or if you have since ended your membership with Splash Swim School then the catch up will no longer be available nor will you be eligible for a refund.

5.5. Catch ups are not offered where you are unable to attend a lesson, which has been arranged as a catch up for a previous missed lesson.

5.6. Catch ups are a goodwill gesture not a guarantee and are available on a first come first serve basis.

5.7. Priority is given to those that usually book into the lessons at the time the catch up is available for.

5.8. Splash Swim School reserve the right to cancel any catch up booked should the availability change.

6. **YOUR RIGHTS TO END THE CONTRACT**

6.1. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 4.1.1 to 4.1.2 below the contract will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:

6.1.1. we have told you about an upcoming change to the Services or these terms which you do not agree to;

6.1.2. we have told you about an error in the price or description of the Services you have booked and you do not wish to proceed;

6.1.3. there is a risk that supply of the Services may be significantly delayed because of events outside our control;

6.1.4. we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or

- 6.1.5. you have a legal right to end the contract because of something we have done wrong.
- 6.2. **How long do I have to change my mind?** You have until 7 days prior to the first lesson to change your mind, cancel the Services and receive a refund. Once we have begun providing the Services (including the 7 days prior to the first provision of the Service) you cannot change your mind, even if the period is still running.
- 6.3. **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of Services, once these have been completed, even if the cancellation period is still running.
- 6.4. **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed. A contract for Services is completed when you have paid and we have finished providing the Services. If you want to end the contract in these circumstances, just contact us to let us know.
7. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**
- 7.1. **Tell us you want to end the contract.** To end the contract with us, please let us know by using our contact details listed at the beginning of these terms.
- 7.2. **How we will refund you.** Where you have cancelled Services within the time frame set out at 4.1, we will refund the total amount less the cost of any administrative charges and/or fees for Services provided. No refund will be available for cancellation of Services made 7 days or fewer before the start date of your schedule, or during the term of your scheduled lessons.
- 7.3. **When your refund will be made.** We will make any refunds due to you within 14 days of your telling us you have changed your mind.
8. **OUR RIGHTS TO END THE CONTRACT**
- 8.1. **We may end the contract if you break it.** We may end the contract for Services at any time by writing to you if you do not make any payment to us when it is due.
- 8.2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 6.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
9. **IF THERE IS A PROBLEM WITH THE SERVICES**
- 9.1. **How to tell us about problems.** If you have any questions or complaints about the Services, please contact us.
- 9.2. **Summary of your legal rights.** We are under a legal duty to supply Services that are in conformity with this contract. Nothing in these terms will affect your legal rights. A summary of your legal statutory rights are available at www.adviceguide.org.uk.
10. **PRICE AND PAYMENT**
- 10.1. **Where to find the price for the Services.** The price for the Services we offer will be the price set out in your booking confirmation. There is an additional administrative charge of £5 for the first booking and any subsequent telephone bookings.
- 10.2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay,

unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

- 10.3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your booking so that, where the correct price at your order date is less than our stated price at your booking start date, we will charge the lower amount. If the Services correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your booking.
- 10.4. **When you must pay and how you must pay.** We accept payment with Visa Debit, Visa Credit, MasterCard, JCB, Maestro & Visa Electron. You must pay for all Services either via the Home Portal for repeat weekly bookings (no admin fee) or by telephone for all new or adhoc bookings (there is a £5 admin fee for telephone payments). The total for the Services must be paid in advance and is held on your Home Portal account. Each lesson is then deducted from your account.
- 10.5. **We will remind you when payment is due.** We will send you reminders when your Home Portal account balance is low. You will need to make payment on account if you wish for our provision of the Services to continue. If payment is not made after we have reminded you, we will assume that you no longer wish to continue with the Services.
- 10.6. **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
11. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**
 - 11.1. **We are responsible to you for foreseeable loss and damage caused by us.** 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. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
 - 11.2. **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.
12. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

How we may use your personal information. We will only use your personal information as set out in our [Privacy Policy](#).
13. **OTHER IMPORTANT TERMS**
 - 13.1. **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
 - 13.2. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 13.3. **Even if we delay in 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.
- 13.4. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.
- 13.5. **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Centre for Effective Dispute Resolution (CEDR) via their website at www.cedr.com. In addition, please note that disputes may be submitted for online resolution to the *European Commission Online Dispute Resolution* platform.