



Terms & Conditions of Dean Close Swim School Lessons and Classes
Updated February 2024

Definitions and interpretation in these Terms & Conditions:

1. "Weekly lessons"
Means lessons that are supplied on a single day of the week, recurring on a weekly basis, 37 weeks of the year. Each lesson is up to 30 or 45 minutes in duration.
2. "Crash courses"
Means lessons that are supplied on a daily basis for 5 consecutive days. Each lesson is up to 30 minutes in duration.
3. "Private Lessons" / "1-2-1" / "2-2-1"
Means ad hoc lessons which are pre-booked. There is no assumption from either party that the booking is recurring and each lesson or block of lessons will need to be agreed separately.
4. "Charge" / "Charges" / "Payment" / "Fees"
Means the fees payable by You to Dean Close Swim School under this agreement for Weekly Lessons, Crash Courses or any service or product provided.
5. "Services" / "Service" / "Product"
Means the work, service, item or product supplied by Dean Close Swim School to you.
6. "Class" / "Lesson"
Means the time and day that you / your child receives Our Services.
7. "Effective date" Means the earlier of:
 - i. The date You enrol to Dean Close Swim School; or
 - ii. The date Dean Close Swim School begins supplying Services to You.
8. "Force Majeure Event"
Means an event, or a series of related events, that is outside the reasonable control of the party affected (including but not limited to: power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, severe weather, terrorist attacks and wars.
9. "Late booking"
Means anything within 2 weeks of the first day of a Crash Course.

10. "We" / "Our" / "Us" / "Dean Close Swim School"
Means Dean Close Swim School, operated by Dean Close Services Limited (Registered No 2627579) or any of its partner, agent, sister or subsidiary companies which are subject to change – a full list can be supplied on request.
11. "You" / "Yours" / "Their" / "Yourself"
Means the legal person whom has the right to enter into the contract on behalf of the child or adult to which Our Services are supplied to.
12. "Written notice" / "writing" / "write to you"
Means communication via email, SMS or post. Unless recorded by Dean Close Swim School, conversations in-person, on the phone or otherwise are not a form of formal communication for the purposes of these Terms & Conditions and must be followed by written confirmation. Unless otherwise stated in this agreement, only email (with read-receipt confirmation), or recorded delivery post are considered valid forms or writing when you communicate with us.

Services

13. Dean Close Swim School will supply tuition to you or your child in accordance with the below and the rest of the terms within this agreement.
14. We will carry out the services with reasonable care and skill.
15. We shall comply with statutory regulations.

Obligations

16. You will bring your child (or yourself if you are personally receiving the services) at the agreed time and date(s) to their/your lesson as appropriate.
17. You will enrol your child on the Client Hub on our class management software system, which details all known health issues and contact numbers. If any of these details change in the future, it is your responsibility to inform us in writing.
18. Swimmers age 8 and under attending the toilet during lessons must be accompanied/supervised by a parent/guardian.
19. Parents/guardians are responsible for their children at all times in the changing area and entrance area. They should always be under the direct supervision of an adult who is not taking part in the lesson and never be left unattended.
20. Children are not the responsibility of the Swim School until the lesson commences.
21. Children under the age of 16 must be always accompanied by a responsible adult.

Charges and Procedures

22. Weekly Lessons

- i. Payment must be made via our chosen payment gateway. This is currently via Direct Debit termly, in advance of the term ahead.
- ii. It is your responsibility to ensure payment is with us before the term starts or the due date stated on the invoice if you join after the term has started.
- iii. The current charge will be made aware to you at the time of joining and is subject to change with 4 weeks written notice.
- iv. If you wish to cancel a booking you may do so by contacting us in writing at any time before your first lesson. You will receive a refund of tuition fees paid less a 20% administration charge.
- v. However, after this period, we cannot provide credits or refunds if you are unable to attend any of the lessons for any reason.

23. Crash Courses

- i. Payment must be made in advance in order to secure booking/s. Last minute bookings will be allowed to be paid on the first day of the crash course.
- ii. The current charge will be made aware to you at the time of booking and is subject to change with 4 weeks written notice.
- iii. Dean Close Swim School reserves the right to only run crash courses subject to enough demand.
- iv. Crash Courses Swimming lessons: Unfortunately, we do not provide any refunds for these lessons.

24. In the event a payment is late to us for any service;

- i. Dean Close Swim School may contact you to warn you of possible interest and other charges may apply if you are late with payment.
- ii. Dean Close Swim School reserves the right to cancel your lessons.
- iii. Cancellation of lessons by either party does not preclude Dean Close Swim School from seeking payment for our services as per the terms of this agreement. Any costs, fines, fees or charges associated with the recovery of fees owed to Dean Close Swim School is your liability.
- iv. If you unfairly attempt to recover payments for services rendered, we would like to remind you that it is a criminal offence under the UK's 2006 Fraud Act to wrongfully chargeback a payment. Dean Close Swim School therefore reserves all rights, including those to charge you any additional fees we incur, such as but not limited to payment processor fees, direct debit chargeback fees and credit/debit card dispute fees, plus an administration fee of £35 per each unauthorised transaction you illegitimately recovered, on top of the original amount owed for

our services, plus interest at the prevailing Bank of England base interest rate + 5%, plus legal recovery costs, plus debt collection fees, court fees, and any other expense we incur as a result of your unauthorised action(s). Dean Close Swim School further reserves the right to pass on any fines we receive from governing authorities and/or regulators on a pro-rata basis. Additionally, Dean Close Swim School reserves the right to take further legal action for any future consequences we experience as a result of your (or part thereof) illegitimate chargebacks.

25. Dean Close Swim School will email you at the end of term with a progress report for your child. When your child achieves an award, you will be sent the option to purchase online the certificate and badge for them to be issued in the last week of term.

Refunds

26. If for a legitimate reason due to the quality of the lessons you are not happy, a partial or full refund may be issued.
 - i. For weekly lessons: you must raise any concern within 7 days of the lesson you wish to raise a concern about.
 - ii. For Private/121 lessons: you must raise any concern within 7 days of the lesson you wish to raise a concern about.
 - iii. For crash courses: you must raise any concerns by close of play on the 2nd day of the course.
 - iv. Failure to follow the above will waiver any right you may have to a refund.
27. If we fail to provide you with the minimum number of lessons per year as defined in "Definitions and interpretation in this Agreement", and subject to the clauses within "Limitations of Liability" we shall refund you pro-rata.
28. We reserve the right to run a replacement 'make up' session/s in lieu of a refund.
29. Dean Close Swim School reserves full discretion as to the total amount of any refund we will grant. This will be based on factors such as the nature of the concern, the length of time it has occurred, if we have failed to suitably address your concerns in previous correspondences, and so on.
30. Any refund or compensation issued must be kept strictly confidential. Failure to do so will result in your forfeit of the compensation or refund.

Limitations of liability

31. In the event of a breach of the terms in this Agreement, nothing in this Agreement will exclude or limit the liability of either party for: loss of profits,

income or anticipated savings; loss or corruption of any data, database or software; reputation damage or damage to goodwill; fraud or fraudulent misrepresentation on the part of that party; or any other liability which may not be excluded or limited under applicable law.

32. Dean Close Swim School will not be liable for any losses or missed lessons arising out of a Force Majeure Event including severe weather, terrorism, viral outbreak or structural damage.
33. Dean Close Swim School will not be liable for any property lost, stolen or damaged.
34. Dean Close Swim School will not be liable for any children once they have been handed back to you (or the collecting adult).
35. You give authorisation to Dean Close Swim School to administer first-aid treatment, if necessary, in your absence.
36. You will not hold Dean Close Swim School or its instructors liable for any loss, harm, damage, etc, whether material or immaterial.
37. You are responsible for your children and ensuring their safety, behaviour and supervision at all times, including before, during and after their lesson.
38. You will be liable for any damage you or your child causes to our property, building or equipment (including cleaning contaminated material).

Warranties

39. You warrant to Dean Close Swim School that you have the legal right and authority to enter into this Agreement.

Manual handling of children

40. You give our teachers permission to be in the water with your child and to manually help them with their swimming.
41. Physical contact in an aquatic environment, especially when in the water with children, is inevitable. Our teachers may require to make physical contact with your child in order to provide safety, class management, support and correction in technique. We may also generally make contact with your child such as (but not limited to) helping your child move about the pool, climbing in/out, protecting them from bumping in to other swimmers/objects, for their personal safety in the water and so on. You give us full permission to do this. Dean Close Swim School will always try to conduct our lessons in full view of you, so that you can see what we are doing at all times. Please, if you are uncomfortable at any point and can't clearly see the lesson, feel free to re-locate where you are watching the lesson from, so that you can better see

what we are doing. We believe transparency is the key to trust with regards to child protection.

42. All Dean Close Swim School Teachers/Instructors are Enhanced DBS checked every 3 years and complete self-declaration statements.

General

43. These Terms & Conditions are in full effect from the effective date or as soon as you begin receiving services from us, whichever is the sooner.
44. If the terms change we will update this page accordingly. You will be deemed to have accepted any changes in these terms as soon as you have received any service from us.
45. No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach.
46. If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).
47. The Terms & Conditions may be varied from time to time. The latest version will be available on our website. It is your responsibility to ensure you are happy with the latest version of our terms and conditions.
48. By accepting our services, you also accept our terms and conditions.
49. You give us permission to fix your child's equipment (for example their goggles). However, if through fixing their goggles they are accidentally broken you agree not to hold us liable.
50. If a child is ill in the pool (including, but not limited to; vomit, diarrhoea, chickenpox etc) and results in closure of lessons for the safety of others – you agree not to hold Dean Close Swim School financially responsible.
51. Dean Close Swim School reserves the right to consolidate classes in order to create spaces on our register. We will inform you that we intend to move your child to a different class, if we feel their ability would better suit a different class. If we can no longer accommodate you/your child, we reserve the right to end their lessons as per the clauses within "Termination"
52. You agree not to solicit clients away from Dean Close Swim School to other businesses.
53. From time to time, Dean Close Swim School may need to implement temporary or permanent policies and procedures. You agree to abide by these policies and procedures. Failure to do so may result in immediate termination without a notice period.
54. You must inform us if you have ever committed an offence (even if you have not been caught), been cautioned, subject to a court order, bound over,

received a reprimand or warning or been found guilty of committing any offence that results you or any adult that may accompany your child to lessons being subject to a child protection order or barred from working with children.

Phones & Photography

55. No filming or photography of any kind is permitted on poolside unless pre-arranged and agreed with swim school staff and other parents present.
56. No photography is permitted in changing rooms at all. We also ask that parents do not use phones and devices in the changing rooms, as so to avoid any misunderstanding or cause for concern amongst other parents.
57. Dean Close Swim School may from time to time take photographs of our lessons. You hereby authorise Dean Close Swim School to take and publish photographs taken of yourself and/or your child for promotional use, and you forfeit any claim, ownership, royalty or financial payment for participation and publication of any photos we use.
58. Dean Close Swim School will not use full names or personal identifying information without written approval from you.
59. You agree not to hold Dean Close Swim School, its contractors, group, or employees for any liability for any claims by you or your child in connection with your participation in having your (or their or both) photo taken.
60. You must not publish or alter any image or photo or video in a way that would bring harm or disrepute to Dean Close Swim School.

Data, Records & Website:

61. Dean Close Swim School will maintain up to date data within our database, for the purpose of effective management and administration of lessons. You agree to allow us to hold such information about you and your child on both paper and electronically and you agree to not hold us liable for unauthorised access, trespassing, attacks, hacks, interceptions or intrusions where this information is stolen via any means.
62. Dean Close Swim School will never sell your data to a third party.
63. We will not pass your details on to a third party outside Dean Close Services Limited unless required to do so either by law, or to fulfil our obligations under this agreement.
64. If any of your details change, for instance address or medical conditions, you agree to inform us immediately.
65. You agree to allow Dean Close Swim School to Timestamp submission of website forms as well as recording your IP address, computer and browser

information for legal identification and to store cookies on your electronic computer/devices.

Termination

66. Either party may terminate the services by giving written notice to the other party under the following circumstances:
67. For term lessons: 4 weeks advanced notice.
68. For crash courses: 1 week before the start date of the first lesson.
Cancellations made by you 1 week or more will be refunded minus £10.00 to cover the payment processing and refunding fees plus our administration.
69. For 1-2-1 lessons: 4 weeks notice before the start of the lesson.
70. All cancellations must be sent via email to: swim@deanclousefoundation.org.uk and are not deemed to be delivered until we have replied.