

Terms and conditions - Swimming lessons - Scot Pro Swim School Limited

1. INTERPRETATION

In this document the following words shall have the following meanings:

- 1.1 "Agreement" means the Agreement made between You and Us consisting of the Services Email and the Terms and Conditions;
- 1.2 "Club" means the private health club where Your lessons take place as specified in the Services Email;
- 1.3 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.4 "Instructor" means any instructor engaged by Us to provide the Services;
- 1.5 "Lesson Change" means any lesson change whether this is a change to time or day or venue;
- 1.6 "Office" means the Scot Pro Swim School Limited administrative office which may be contacted on 07506-954-130 or info@scotproswimschool.co.uk;
- 1.7 "Online" means our online booking website;
- 1.8 "Services" means the services specified in the Services Email;
- 1.9 "Services Email" means the email titled "Welcome to Immerse" describing the Services to be provided by Us to You and specifying the Fee for the Services;
- 1.10 "Terms and Conditions" means the standard terms and conditions for the supply of services set out in this document;
- 1.11 "We" or "Us" or "Our" means Immerse Swimming Limited, a company trading as Immerse, registered in England and Wales with registered number 08146401 and registered at Trojan House, 34 Arcadia Ave, London N3 2JU;
- 1.12 "You" means the person identified in the Services Email as the person purchasing Services from Us.
- 1.13 "Calendar Day" means any day of the year
- 1.14 "Order" means your order for the Services made on the telephone or on our online booking site

2. GENERAL

- 2.1 The Terms and Conditions shall apply to all contracts for the supply of services by Us to You and shall prevail over any other documentation or communication from You.
- 2.2 Nothing in the Agreement shall prejudice any condition or warranty, express or implied, or any legal remedy to which We may be entitled in relation to the Services, by virtue of any statute, law or regulation.
- 2.3 Nothing in the Agreement shall affect Your statutory rights as a Consumer.
- 2.4 In the case of Services with a fee a legally binding Agreement between You and Us is created on the date of purchase. The date of purchase may be found on Your receipt or paid invoice. In the case of Services without a fee a legally binding Agreement between You and Us is created on the date of the zero value invoice.

3. SERVICES

- 3.1 We agree to provide the Services, subject to the Agreement, in return for the Fee.
- 3.2 You agree to pay for the Services.

4. PAYMENT

- 4.1 Payment of the Fee must be made in full at the time of booking.

5. BOOKINGS

5.1 You may make enquiries, bookings and payments through the Office or Online. Bookings and payments cannot be made through the Club or an Instructor.

5.2 We shall have absolute discretion upon whether to accept a booking for Services.

5.3 All bookings are provisional until payment has been received in full.

6. PROVISION OF SERVICES

6.1 The Services are provided by a professional Instructor who works in the water with You.

6.2 In the course of providing the Services the Instructor may use physical contact to provide support or guide, direct or bring Your awareness to a movement or muscle tension.

6.3 By using the Services You agree to such use of physical contact.

6.4 If You do not consent to such use of physical contact or any particular use of physical contact You must raise this with the Instructor prior to entering the water at the first lesson. Declining consent to use of physical contact will not necessarily lead to a refusal to teach but may require a modification of the teaching method.

6.5 If You subsequently object to the use of physical contact or any particular use of physical contact You must raise this immediately with either the Instructor or the Office.

7. OUR OBLIGATIONS

7.1 We shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.

7.2 We provide no guarantees in relation to Your progress or the outcome of the Services provided. Your progress, rate of progress and the outcome of the services depend on many variables outside the control of Immerse (for example Your swimming level to begin with, Your anxiety level in the water, Your swimming goals, the frequency of Your lessons, Your motivation and beliefs, the frequency and quality of Your practice, Your balance and co-ordination as well as Your ability to follow instruction). Given these variables for each individual it is impossible for Us to guarantee rate of progress or outcomes.

8. YOUR OBLIGATIONS

To enable Us to perform Our obligations You shall:

8.1 inform Us of any health or medical problems or disability as and when they arise;

8.2 if requested by Us, seek medical advice and written permission from a doctor or physiotherapist to participate in the aquatic activity;

8.3 inform Us of any concerns You may have in relation to the use of physical contact prior to the first lesson or immediately as and when any concerns arise, if after;

8.4 take responsibility for Your learning and practice between lessons;

8.5 comply with all the rules and regulations of the Club including all rules and regulations governing the use of the swimming pool and swimming pool area;

8.6 only use the "wet areas" of the Club (if You are not a member of the Club);

8.7 shower prior to entering the pool, wear pool-shoes, remove all jewellery, not eat a substantial meal of any kind less than two hours prior to your lesson or consume alcohol 4 hours prior to your lesson.

8.8 behave in accordance with all Health and Safety directions issued by the Instructor;

8.9 wear appropriate swimwear (the Instructor is entitled to refuse admission to the Services if he/she believes Your swimwear to be inappropriate);

8.10 behave sensibly and responsibly and to respect the rights of the Instructor in particular the right of the Instructor to be free from harassment of any kind;

8.11 behave sensibly and responsibly and to respect the rights of other pool users; and

8.12 comply with such other requirements as may be otherwise agreed by You and Us.

9. LESSON CHANGES / CANCELLATIONS

9.1 Lesson Changes or cancellations must be made through the Office or Online. Lesson Changes or cancellations may not be made through an Instructor or the Club.

9.2 We have a 24 hour Lesson Change/Cancellation policy.

9.3 Where You change or cancel a lesson 24 hours or more prior to the lesson it is known as an "EARLY CANCEL".

9.4 Where You change or cancel a lesson less than 24 hours prior to the lesson it is known as a "LATE CANCEL".

9.5 An "EARLY CANCEL" lesson may be rescheduled.

9.6 A "LATE CANCEL" lesson is forfeit and may not be made up nor will any credits or refunds be made.

10. LATE ARRIVAL

10.1 The lesson time You are given is the time You should be poolside.

10.2 If You are not at poolside at that time, the Instructor will wait 15 minutes for You.

10.3 If you arrive within 15 minutes of the start time the lesson will proceed as usual and will finish at the scheduled finish time, irrespective of the reason for the delay and irrespective of whether the Instructor has another lesson thereafter or not. The time missed will not be made up and no credits or refunds will be made. D6 School Communicator

10.4 If You are not poolside 15 minutes after the start time the Instructor is entitled to assume that You are not going to attend Your lesson and will leave the poolside. In these circumstances the lesson is forfeit. The lesson will not be made up and no credits or refunds will be made.

11. MISSED LESSONS (NO SHOW)

11.1 Failure to attend for a lesson (whatever the reason) will result in the lesson being forfeit. The lesson will not be made up and no refund or credits will be made.

12. YOUR RIGHT TO CANCEL

12.1 You have a statutory right to cancel your Agreement with Us up to 14 Calendar Days after the Agreement between You and Us is formed (as explained in sub-Clause 2.4). You may cancel your Agreement with Us for any reason under this right.

12.2 If You have requested that the Services begin within the 14 Calendar Day cancellation period your statutory right to cancel may be limited or lost. By requesting that the Services begin within the statutory cancellation period You acknowledge and agree that:

12.2.1 If the Services are fully performed within the 14 Calendar Day cancellation period, You will lose your right to cancel after the Services are fully performed.

12.2.2 If You cancel the Services after they have begun but are not yet complete You will be required to pay for the Services supplied up to the time at which you inform Us that you wish to cancel. The amount due shall be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that you have already paid shall be refunded subject to deductions calculated in accordance with the foregoing.

12.3 If You wish to exercise your right to cancel under this Clause 14, You must inform Us of your decision. You may do so in any way that is convenient for you. Please ensure that You inform Us of your decision to cancel before the period in sub-Clause 14.1 expires (note that the cancellation period is defined as whole Calendar Days. If, for example, You send Us an email or call us by 23:59 on the final day of the cancellation period, your cancellation will be valid and accepted). You may use the following template if you wish to inform Us in writing by post or email.

To: Scot Pro Swim School Limited
7/7 Dicksonfield
Edinburgh
EH7 5ND

phone: 07506-954-130
email: info@scotproswimschool.co.uk

I hereby give notice that I cancel my contract for the supply swimming lessons,
Ordered on [order date from invoice/receipt]
Name:
Signature (if on paper)
Date

Alternatively, please contact Us:

12.3.1 By email on info@scotproswimschool.co.uk; or

12.3.2 By telephone on 07506-954-130

12.4 We may ask You why You have chosen to cancel and may use any answers you provide to improve Our services, however you are under no obligation to provide any details if you do not wish to.

12.5 Refunds under this Clause 14 will be issued to you no later than 14 Calendar Days after the date on which you inform Us that you wish to cancel.

12.6 Refunds under this Clause 14 will be made using the same payment method you used when ordering the Services.

13. CHANGES BY US

13.1 It is unlikely that We will need to make any changes to Your booking once it is confirmed, but occasionally changes may be necessary and We reserve the right to do so. Changes may be made to time, date, duration of lesson, Instructor or venue. We will inform You as soon as reasonably possible of any changes.

13.2 In the unlikely event that an Instructor is late for a lesson the time missed will be made up in that lesson or at a subsequent lesson. No credits or refunds will be given.

13.3 If an Instructor fails to show up for a confirmed lesson the lesson will be made up at a time to suit You. No credits or refunds will be given.

14. POOL AND CLUB CLOSURES

14.1 Occasional pool and Club closures may occur for various reasons including the maintenance of the pool plant or machinery.

14.2 We will inform You as soon as reasonably practicable of any pool or Club closures. You will then have the following choices:

14.2.1 You may immediately re-schedule the Services if the pool or Club re-opening date is known;

14.2.2 You may re-schedule the Services when the pool or Club re-opening date is known; or

14.2.3 You may avail of the Services at another one of Our facilities (where possible).

15. LIMITATION OF LIABILITY

15.1 Nothing in the Agreement shall exclude or limit the liability of Us for death or personal injury, however We shall not be liable for any direct loss or damage suffered by You howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the Fee.

15.2 We shall not be liable under any circumstances to You or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by You howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

15.3 We accept no responsibility for the state or condition of the Club or Club facilities including

the pool, pool area or changing rooms. The Club is responsible for these.

15.4 We accept no responsibility for water quality, water temperature, pool hall ventilation, pool hall humidity or pool hall temperature. The Club is responsible for these.

15.5 We accept no responsibility for Your own personal practice or swimming as this is not supervised by Us and it is not possible for Us to ensure that You are practicing or swimming in accordance with the technique and principles in which We instructed You.

15.6 We cannot accept any liability for loss or damage to property left in lockers or brought pool-side.

15.7 For the avoidance of doubt, time shall not be of the essence and We shall incur no liability to You in respect of any failure to complete the Services by any agreed completion date.

17. PERSONAL DATA

17.1 Your information may be held on a database and used by Us for the purposes set out below. Your information includes any information which We hold now or at any time in the future and which comes from or relates to the Services or other dealings with Us. We will use, analyse and assess Your information to maintain and develop Our relationship with You. This will include the following purposes:

17.1.1 administration of Your accounts and records;

17.1.2 provision of the Services; and

17.1.3 advertising or marketing Our business, activity, goods or services and promoting public relations only in connection with Our business, activity, goods or services.

17.2 We do not disclose Your information except where We have Your consent, where We are requested or permitted to do so by law, or to any persons, including insurers, who provide a service to us, who have agreed to keep Your information strictly confidential.

18. ASSIGNMENT

18.1 Services are personal and cannot be assigned, transferred or otherwise disposed of by You.

18.2 This Agreement and all rights under it may be assigned or transferred by Us.

19. VARIATION

19.1 Any variation to the Agreement by You shall be inapplicable unless agreed in writing by Us.

19.2 We reserve the right to vary the Terms and Conditions. If we vary the Terms and Conditions we will notify you by placing a statement on our website and sending you an email. If You use any of the Services after We have varied the Terms and Conditions and notified You of the changes, You will be agreeing to be bound by the updated Terms and Conditions.

20. TERMINATION

20.1 We are entitled to terminate the Agreement at any time with immediate effect by notice to You if You are in default by breaching the Agreement or failing to pay any amount due under the Agreement on the due payment date in which case You are deemed to have repudiated the Agreement.

20.2 We may terminate this Agreement with immediate effect at any time for any reason. In such circumstances We will refund You the balance of the Fee for any lessons You have paid for but have not received. Such refund will be at the standard Fee rate per lesson if You paid the standard Fee for Your lesson(s), or the discounted Fee rate if You paid a discounted Fee rate for Your lessons.

21. EVENTS OUTSIDE OF OUR CONTROL (FORCE MAJEURE)

21.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, accidents, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), security measures, acts of war (de-

clared, undeclared, threatened, actual or preparations for war), disease, epidemic or other natural disaster, Pool or Club closure or any other event that is beyond Our reasonable control and we shall be entitled to a reasonable extension of Our obligations.

22. SEVERANCE

22.1 If any term or provision of the Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions of the Agreement shall continue in full force and effect as if the Agreement had been agreed with the invalid, illegal or unenforceable provision eliminated.

23. GOVERNING LAW

23.1 The Agreement shall be governed by and construed in accordance with the law of Scotland and We both agree to submit to the exclusive jurisdiction of the Scottish court.