

Terms & Conditions

2007

Please take time to read the following terms and conditions carefully. They are the basis of the contract between yourself and Swimming Nature™.

The definitions of words used in these terms and conditions:

Lesson	a class in which a student is taught by a Swimming Nature™ instructor
Guardian	a person other than a parent who brings the student to the lesson
Swimming Nature™, we, us, our, the Company, the School	Swimming Nature Licensing Ltd
You, your	the customer
Ad Hoc booking	a booking of classes where the booking period is not governed by school terms (please note that Ad Hoc bookings are only available for adult one-on-one classes)
Term lessons	lessons for which the period in which they are provided is governed by a school term
Fast track course	a course of four or five lessons on consecutive days held during half term breaks or holidays
Credit	a monetary value applied to an account that can be set off against the fee for a future booking
Make-up class	a lesson provided in lieu of a lesson that was paid for but not provided

Our Teaching Policies and Procedures

1. Swimming Nature™ will provide suitably qualified instructors trained in the Swimming Nature™ methodology and programme.
2. Swimming Nature™ Instructors who work in the water will teach a programme focusing on achieving optimum results by supporting the body and aiding correct stroke technique through demonstration and manipulation.
3. It is our policy to endeavour to provide a temporary replacement instructor in the event of any instructor absence.
4. We reserve the right to replace instructors, if necessary once the term has started.
5. Where the student is a minor, Swimming Nature™ Instructors can only be responsible for students during their swimming lessons and parents and/or guardians are responsible at all other times. The swimming lesson begins when the instructor accepts charge of the student from the parent or guardian and ends when the student is returned to the designated pick-up and drop-off point at the end of the lesson. Although instructors will endeavour to hand the student back directly to the parent or guardian the student is the full and sole responsibility of the parent or guardian when the student is returned to the designated pick-up and drop-off point at the end of the lesson. This is very important so please ensure that you or your appointed guardian are present at the designated pick-up and drop-off point at the end of the lesson. Where a student is a teenager over the age of sixteen years old the student may attend the lesson without the presence of a parent or guardian but the student remains the full and sole responsibility of the parent at all times before and after the lesson.
6. Parents must remain on the premises whilst the student is in their lesson. This is imperative in case of the unlikely event of a medical emergency, building evacuation or other situation.
7. The Company retains a comprehensive Public Liability Insurance Policy, a copy of which is held at the company's head office.
8. Swimming Nature™ reserves the right to cancel or amend Lessons and Courses in exceptional circumstances.
9. Swimming Nature™ is registered under the Data Protection Act 1998 to process and store data on living individuals.

The Annual Tuition Package

The annual tuition package consists of a single purchase for three terms at one time paid in full in advance, less any discount that may be applicable. This offer is highly recommended as it makes renewing your booking as easy as possible and guarantees your space from term to term.

1. The package may be purchased at any time of the year subject to:
 - a) If you make the purchase **before** the school half term holiday, then the term in which you make the booking may count as one of the three terms in the package purchased if you so wish. Alternatively you may book for the remainder of the current term and the subsequent three terms.
 - b) If you make the purchase **after** the school half term holiday, then the term in which you make the booking may not count as one of the three terms in the package purchased and you will need to purchase the subsequent three terms in addition to the remainder of the existing term.
2. There is no need to renew your booking during the package period. Just come for your lesson at the start of the term as per the school calendar.
3. Subsequent to making the purchase you may upon one full term's notice that must be received in writing by the end of the first week of the term withdraw from the lessons. You will then receive a full refund for the remaining term(s) with the taken term being charged at the full tuition fees and the difference refunded. No administration fee will be charged for making the refund. If you wish to cancel the lessons prior to the start of the very first class the standard cancellation terms shall apply.
4. Make up classes. Just notify us at Head Office anytime **in advance** of the class you are unable to attend and you can park a class to be used at a later date up to three times per calendar year, giving you flexibility with your schedule. Please note that these lessons cannot be used in a fast track course.
 - a) Let us know one week in advance of when you would like to reschedule the class and we will book you into an available slot. The rescheduling is subject to availability but as there are three terms in which to attend we hope that a convenient time can be arranged.
 - b) Should the parked classes not be utilised by the end of the package period they shall lapse and they will not be rolled over to the next term or a refund provided.

These benefits are in addition to the flexibility offered in the terms below.

Our Booking and Payment Conditions

1. A contract comprised of these terms and conditions will exist between us when we have taken your booking.
2. You will then receive a confirmation detailing exactly what has been booked. If anything appears incorrect please contact us straight away.
3. All correspondence will be with the person named on the confirmation invoice who accepts the following conditions on behalf of all participants.
4. The contract between us is governed by English Law and any dispute will be dealt with under the exclusive jurisdiction of the courts of England and Wales.
5. There are no weekly lessons in Half Term breaks, School Holidays and Bank Holidays. Please refer to the Calendar for the Half Term and holiday dates.
6. As Swimming Nature™ operates a rolling curriculum and small class sizes you are able to enrol and start your classes any week of the year. From commencement date these are consecutive weeks until the term's end. The agreed start date cannot be varied once the booking has been completed
7. Swimming Nature™ takes credit and debit card payments through an encrypted secure Merchant Service.
8. Swimming Nature™ may cancel Lessons if payment is not received within seven days or before the first Lesson date whichever is the sooner, or in the case of renewing your booking for the next term by the renewal deadline date.

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9. If Swimming Nature™ is unable to provide the Lessons for any reason we will offer you a Make-Up Lesson. If Swimming Nature™ cannot provide a Make-Up Lesson you will be entitled to a Credit to the value of the lessons not provided.
10. Credits are valid for a period of six months from the time of application and can be used to reduce the fees of any course you book during that period. Thereafter the Credit will be forfeited and cannot be used against any future booking.

Renewing your booking from term to term

We look forward to teaching our students over a number of terms to ensure that they get maximum benefit from our lessons and become highly proficient swimmers. To aid you in renewing your booking please note the following:

1. We will provide you with a notice of renewal for the next term approximately four to six weeks before the current term ends offering the opportunity to renew for the following term.
2. Please note that if payment for a renewal is not received before the deadline date we can no longer reserve your place in the next term and if another customer books the space your place will be lost.

Changing, Moving and Cancelling Lessons

We have tried to give you as much flexibility as possible within our operational constraints.

1. You can change your booking space:
 - a) To help you be flexible in your schedule you can request us to change your lesson time, day, instructor or pool and we will accommodate your request with one weeks notice upon calling us subject to your requested space being available.
 - b) Where the student is a child you can transfer booked Lessons to their sibling with one weeks notice.
2. You can use your lessons at a later date:
 - a) You can suspend your lessons for a minimum of six consecutive weeks in any one Term for medical reasons.
 - b) Any request to suspend lessons must be submitted in writing to Swimming Nature along with a medical certificate.
 - c) Where Lessons are suspended, the child will be taken out of the Lessons and the untaken Lessons will be put on account for future use.
 - d) Please note that, owing to limited availability, it may not be possible to resume the Lessons on a particular date. Instead, the student will be placed on the Waiting List and you will be contacted when a place becomes available.
 - e) Suspended lessons must be used by the end of the next term. The onus is on you to ensure that the lessons are used as we will not be able to call you to remind you to use the lessons. The fees paid for Lessons not used by this time will be forfeited and cannot be refunded.
 - f) When rebooking your suspended lessons, the remainder of the course must be purchased at the same time.
 - g) Re-booking the suspended Lessons is only possible once the period of suspension has ended.
3. You can cancel term courses:
 - a) If after booking term lessons you wish to cancel a course you may do so by contacting us in writing within seven days of making the booking. You will receive a refund of the tuition fee paid less a 10% administration charge.
 - b) If you wish to cancel a course after seven days of making your booking you may do so by contacting us in writing at any time before your first lesson or up to three working days after your first lesson. You will receive a refund of tuition fees paid less fees for the lesson provided if applicable and less a 20% administration charge.
 - c) However, after this period, we cannot provide Credits or refunds if you are unable to attend any of the lessons for any reason. If you cannot attend for a number of lessons in a row for medical reasons we suggest that you make use of the suspension facility

detailed above.

4. You can cancel fast track courses:
 - a) If you cancel the fast track course more than two weeks before the start of the course you will be refunded the tuition fees paid minus a 10% administration charge.
 - b) A cancellation made between two and one weeks before the commencement of the fast track course will result in a refund of 50% of the amount paid and the balance will remain on your account as a Credit. Please note the Credit must be used within 6 months and may be used against term courses as well as fast track courses.
 - c) A cancellation made less than one week prior to the start of the Fast Track Course will result in 50% of the tuition fees being retained as a credit and 50% being forfeited. Again, please note the Credit must be used within 6 months and may be used against term courses as well as fast track courses.
 - d) No Credit or refund will be given or made once the fast track course has started.
5. You may transfer your booking for any course to another person, giving at least one week's notice prior to the change over date without any charges being applied. If the person to whom your transfer would like to upgrade the lessons to smaller class sizes they may do so but will need to pay for the difference in fees. If they wish a larger class size any difference in fee is not refundable.
6. You can move or cancel Ad Hoc bookings:
 - a) If you are unable to attend an Ad Hoc booking and we receive at least 48 hours notification of this we will postpone the Lesson and hold a Credit on your account to be used against future bookings. However, the classes must be used within eight weeks or the Lessons will be forfeited and no refunds will be made.
 - b) However, if less than 48 hours notification of your inability to attend is received we are unable to offer any Credit for the unattended Lesson.
 - c) If after booking the Ad Hoc lessons you no longer wish to use them you may cancel the lessons by contacting us within seven days of making the booking. You will receive a refund of the tuition fee paid less a 10% administration charge. However, once the lessons have started we cannot cancel the lessons but you can move them subject to (a) and (b) above.
7. Please note that Swimming Nature™ reserves the right to cancel or amend Lessons and Courses in exceptional circumstances.

Returned Payments

1. There is an administrative charge of £10.00 where a cheque is returned unpaid by your bank or in the case of an unreasonably disputed credit or debit card payment.
2. In circumstances where a payment is returned, we reserve the right to suspend a child's place without a Credit being applied to the account or a refund made due for Lessons missed until the returned amount is repaid in full.



SWIMMING NATURE

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