

Dizzy's Dolphins Terms & Conditions

1. In these Terms and Conditions "We" or "Us" or "Our" refer to Dizzy's Dolphins. "You" or "Your" refer to the person who made the booking or the parent or carer of the child as appropriate.

2. You and We agree that all bookings for swimming lessons whether booked online or booked in some other way are subject to these Terms and Conditions.

3. All lessons are to be paid for in advance. A place in a lesson is not confirmed until payment has been made. Any statement that We make about availability of a place is not a confirmation of that place until payment has been made. A child will not be admitted to a lesson if the fees have not been paid.

4. **Payment for lessons is made via monthly direct debit on the 1st of each month.** The amount is the same every month regardless of the number of lessons in any particular month. You must pay the direct debit every month. If a payment has failed on its due date, you will be charged a late fee of £5.00. It is Your responsibility to ensure that funds are available for the payment to be made on the due date.

5. Dizzy's Dolphins lessons follow the Buckinghamshire school timetable. Lessons are held during term time, which means that there are **38 lessons throughout the year (39 at the Swim Street venues).**

We make this easy for you by taking the cost of the whole year and dividing it by twelve.

Prices vary from £40 upwards, depending on what class you are booking. Sibling discount is applied for group lessons.

Booking and First Payment: **Monthly payments are made a month in advance.** When you sign up to start swimming with Us, you will be charged at the time of booking, to bring you into line with the "Month in Advance" policy. Your next payment will then be taken on the 1st of the month, and the 1st of each month going forward.

6. When signing up, you booking for the full term. If you wish to finish your swim journey with us early, You must **give one calendar months notice to terminate your booking.** To be clear: to terminate Your booking at the end of a particular month You must give notice prior to the first day of that month. No credit or refund will be made for part of a month. You must terminate your booking in writing by emailing Us at swim@dizzysdolphins.co.uk. Once you have given notice we will not take payment on the next 1st of the month, but Your swimmer may still attend during the notice period.

7. No refund will be given for a lesson or lessons that a child does not attend for any reason including without limitation illness, being on holiday, You being unable to bring the child to the lessons.

8. If Dizzy's Dolphins cancels a lesson (for example, because the pool has to be closed or the teacher is unable to attend) Your account will be credited. The value of the credit will depend on the type of lesson you are booked on to.

9. If a lesson cannot be held, We will send an text message or email to You on the details You have provided.

10. You will advise Us of any relevant information about the child including any medical conditions or individual needs the child has. We will maintain such information as strictly confidential.

11. We will store Your information in line with the UK General Data Protection Regulation. We will use Your information only to provide You with information about Your booking and forthcoming lessons. This information is also stored by our booking system provider (Swim Soft) and our payment provider (Go Cardless). We will never share Your information with any other third party. Your payment card details are only stored by Go Cardless. Neither Dizzy's Dolphins nor Swim Soft have access to this information.

12. You agree that we may contact You by SMS using the number You have provided or by email using the email address You have provided in order for Us to keep you informed about lessons, the progress of Your swimmer, and important information We think that You require.

13. You will not bring to a lesson a child with an infectious illness or condition including without limitation ear infection, diarrhoea, vomiting, chicken pox, impetigo, conjunctivitis or bad cold. Please allow 48 hours after sickness or diarrhoea before coming back to swimming. Children must wear appropriate swim wear. All children not potty trained, must wear a swim nappy.

14. You will not allow the child to enter the pool until the teacher advises. You are responsible for the good behaviour of the child. If We judge that the child's behaviour is disruptive to other children We will ask You to remove the child from the lesson or part of the lesson as We judge to be appropriate. No refund or credit will be given for such exclusion.

15. You must not take photographs or video of the child when the lesson is a group lesson. In a private lesson you may take photographs or videos after discussing this with the teacher.

16. You must ensure that your child has visited the toilet prior to entering the pool.

17. You must not leave the premises whilst your child is in the pool.

18. We may arrange photography (including video) of the lessons but we will only use such material if you have signed a Consent Form. If You give consent You can later withdraw that consent by informing us in writing.

19. You are fully and solely responsible for Your and the child's property. We do not accept responsibility for any lost property.

20. Where the swimming pool facility has on-site parking, You will be considerate of other car users. Neither We nor the owner of the facility accept any responsibility for the security of Your car or its contents.

21. We will make all reasonable efforts to ensure that the condition of the pool premises including the changing rooms, washing facilities, the pool and poolside area are in a suitable condition, however We do not accept any liability for any injury to You or the child which may be caused by any defect. Any claims arising from such a defect must be addressed to the pool proprietors, whose contact details are available on request.

22. We have the right to change these Terms and Conditions. If We change them during a course We will advise You by email to the email address of the person who made the booking. If You have made

a previous booking and later make a new booking, you should read the Terms and Conditions in case they have been updated since your previous booking.