

AQUASKILLS LIMITED TERMS AND CONDITIONS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply our swimming programmes to you.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will deliver our swimming programmes to you, how you and we may 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.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Aquaskills Limited, a company registered in England and Wales. Our company registration number is 9926509 and our registered office is at 60 Sanderstead Court Avenue, South Croydon, Surrey CR2 9AJ. Our registered VAT number is 154524223.

2.2 **How to contact us.** You can contact us by emailing us at theteam@aquaskills.co.uk or writing to the address set out in paragraph 2.1 above.

2.3 **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 order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 **How you can place an order.** You may place an order for our swimming programmes:

3.1.1 online, by clicking on the "Enrolment" link at the bottom of our homepage. The enrolment pages of our website will guide you through the steps you need to take to place an order with us; or

3.1.2 over the telephone, by contacting us on 020 8651 2140 or 07752 688 497.

Your order will be for the provision of a swimming programme covering one school term, unless the description of that swimming programme specifies otherwise on our website.

We may accept orders for swimming programmes after we have begun to deliver them. You will only be required to pay for the part of the swimming programme which occurs after the contract has been entered into between you and us.

The swimming programme will be delivered in weekly instalments throughout a school term, unless the description of that swimming programme specifies otherwise on our

website. We will notify you of the scheduled dates and times on which we will deliver the swimming programme, together with the dates of the school term and school half term which (if applicable) relate to your swimming programme. For the avoidance of doubt, any reference in these Terms to school terms, school half terms and/or the dates and times when we will deliver the swimming programmes will be as specified on our website.

3.2 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. Once we accept your order you will be required to pay your Deposit (as defined under paragraph 10) in full and in cleared funds.

3.3 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the swimming programme you have ordered. This might be because, for example: (i) there are no places available on the swimming programme you have ordered, (ii) unexpected limits on our resources which we could not reasonably plan for or (iii) we have identified an error in the price or description of the swimming programme you have ordered.

3.4 **Waiting List.** If there are no places available on the swimming programme you have ordered, we will inform you of this and give you the option of being placed on our waiting list. If you confirm that you wish to be placed on our waiting list and a place does subsequently become available we will contact you to give you the opportunity to complete your purchase of a place on that swimming programme.

3.5 **Your invoice number.** We will assign an invoice number to your order and tell you what it is when we accept your order. It will help us if you can tell us the invoice number whenever you contact us about your order.

4. **OUR SWIMMING PROGRAMMES**

4.1 A description of the various swimming programmes we offer are set out on the “Lessons and Fees” page of our website and encompass the current ASA Learn to Swim Programme.

4.2 You are responsible for ensuring that you and (where applicable) the children which you have enrolled on the swimming programme (“your children”) comply with any entry requirements, including (but not limited to) those with regard to competency or completion of other swimming programmes that we notify you of or are displayed on our website.

4.3 You shall comply, and ensure that your children shall comply, with any instructions with regards to the swimming programme that we or our instructors notify to you and/or your children from time to time, including (but not limited to) the Swimming Programme Conditions located at the end of these terms.

4.4 Unless ended earlier in accordance with these terms or otherwise stated on our website, the contract between us shall continue until the end of the current school term and shall automatically extend for subsequent school terms on a term by term basis, unless you give us written notice not later than four (4) weeks before the end of the relevant school

term that you wish to end the contract at the end of that school term. Where the duration of the contract between us is not defined by the length of a school term and instead we agree to provide you with swimming lessons on an ad hoc or informal basis, then the contract between us will end on a date agreed by both parties in writing.

5. DELIVERING THE SWIMMING PROGRAMMES

5.1 **When we will deliver the swimming programmes.** During the order process we will let you know on what dates and at what times we will deliver the swimming programmes.

5.2 We will deliver the swimming programme to you until either the programme is complete or you end the contract as described in paragraphs 4.4, 5.3, 5.6 or 6 or we end the contract to you as described in paragraph 8.

5.3 **We are not responsible for delays or interruptions outside our control.** If our delivery of the swimming programme is delayed or interrupted by an event outside our control 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 or the interruption. Provided we do this we will not be liable for delays or interruptions caused by the event, but if there is a risk of a delay or interruption amounting to three or more consecutive weeks you may contact us to end the contract and receive a refund for any part of the swimming programme you have paid for but not received.

5.4 **If you and/or your children do not attend the swimming programme.** If you and/or your children do not attend any part of the swimming programme as arranged we will not refund you the proportion of the price for that part of the swimming programme. If, despite our reasonable efforts, we are unable to contact you we may end the contract and paragraph 8.2 will apply. If you and/or your children miss any part of the swimming programme you will not be able to reschedule any such parts without our written agreement. If you and/or your children do not attend four (4) or more consecutive weeks of the swimming programme due to a medical condition, then we will refund you 50% of the proportion of the price of the part of the swimming programme that you and/or your children do not attend, provided that you are able to provide us with reasonable written evidence of such medical condition.

5.5 **Reasons we may suspend the delivery of the swimming programmes to you.** We may have to suspend the delivery of the swimming programme due to instructors being unavailable to deliver the swimming programme.

5.6 **Your rights if we suspend the delivery of the swimming programme.** We will contact you in advance to tell you we will be suspending delivery of the swimming programme, unless the problem is urgent or an emergency. If we have to suspend delivery of the swimming programme for any given week due to a reason directly caused by us, we will adjust the price to reflect the portion of the swimming programme that was suspended. You may contact us to end the contract for the delivery of the swimming programme if we suspend it, or tell you we are going to suspend it, in each case for a period of more than

three consecutive weeks and we will refund any sums you have paid in advance for the swimming programme in respect of the period after you end the contract.

- 5.7 **We reserve the right to refuse to deliver the swimming programme to you and/or your children if you do not pay.** If you do not pay us for the swimming programme when you are supposed to (see paragraph 10.4) and you still do not make payment within seven (7) days of us reminding you that payment is due, we may refuse to deliver the swimming programme to you and your children until you have paid us the outstanding amounts. We will contact you to tell you we will be refusing to deliver the swimming programme to you and your children. We will not refuse to deliver the swimming programme to you or your children where you have a genuine dispute about an unpaid invoice (see paragraph 10.6). As well as suspending delivery of the swimming programme we can also charge you interest on your overdue payments (see paragraph 10.5).

6. YOUR RIGHTS TO END THE CONTRACT

- 6.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything which, in our reasonable opinion, is wrong with the swimming programme we have delivered, how we are performing and when you decide to end the contract:

6.1.1 **If you want to end the contract because of something we have done or have told you we are going to do, see paragraph 6.2;**

6.1.2 **If you have changed your mind about the swimming programme, see paragraph 6.3.** You may be able to get a refund if you are within the fourteen (14) day cooling-off period, but this may be subject to deductions;

6.1.3 **In all other cases (if we are not at fault and there is no right to change your mind), see paragraph 6.5.**

- 6.2 **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 paragraphs 6.2.1 to 6.2.4 below, the contract will end immediately and we will refund you in full for any part of the swimming programme which has not been delivered and you may also be entitled to compensation. The reasons are:

6.2.1 we have told you about an error in the price or description of the swimming programme you have ordered and you do not wish to proceed;

6.2.2 there is a risk that delivery of the swimming programme may be significantly delayed because of events outside our control, as described in paragraph 5.3;

6.2.3 you have a legal right to end the contract because of something we have done wrong;

6.2.4 we have indicated to you that in the next school term we intend to change the price for the swimming programme in accordance with clause 10.7.

- 6.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail below.
- 6.4 **How long do I have to change my mind?** You have 14 days after the day we email you to confirm we accept your order or, if sooner, until we begin to deliver the swimming programme. If you cancel after we have started delivering the swimming programme, we will retain any portion of the fees that have been paid up until the time you cancel the contract. Any sums that were due at the time you cancel the contract but which have not yet been paid will become immediately payable at the time you cancel the contract.
- 6.5 **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 (see paragraph 6.1), you can still end the contract before it is completed, but you may have to pay us compensation. For the avoidance of doubt, the contract will be completed at the end of the school term, when we have finished delivering the swimming programme. If you want to end the contract before we have finished delivering the swimming programme and without providing us with four weeks' written notice in accordance with paragraph 4.4, just contact us to let us know and the contract will end immediately. However, please be advised that we will retain any portion of the fees that have been paid up until the time you cancel the contract. Any sums that were due at the time you cancel the contract but which have not yet been paid will become immediately payable at the time you cancel the contract.
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 doing one of the following:
- 7.1.1 **Email.** Email us at theteam@aqua-skills.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 7.1.2 **By post.** Print off the Model Cancellation Form available from our website and post it to us at the address on the form. Or simply write to us at that address, including the information required in the form.
- 7.2 **How we will refund you.** If you are entitled to a refund, we will refund you the price you paid for the swimming programme, by the method you used for payment. However, we may make deductions from the price, as described below.
- 7.3 **Deductions from refunds.** If you are exercising your right to change your mind we will retain any portion of the fees that have been paid up until the time you cancel the contract. Any sums that were due at the time you cancel the contract but which have not yet been paid will become immediately payable at the time you cancel the contract.

7.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made 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 at any time by writing to you if:

8.1.1 you do not make any payment to us when it is due and you still do not make payment within seven (7) days of us reminding you that payment is due; or

8.1.2 you breach any provision of these terms, including (but not limited to) paragraph 4.3.

8.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in paragraph 8.1 we will retain any portion of the fees that have been paid up until the time you cancel the contract. Any sums that were due at the time you cancel the contract but which have not yet been paid will become immediately payable at the time you cancel the contract.

8.3 **We may withdraw particular swimming programmes.** We may write to you to let you know that we are going to stop delivering particular swimming programmes. We will let you know at least seven (7) days in advance of our stopping the delivery of the particular swimming programme and will refund any sums you have paid in advance for swimming programmes which will not be delivered.

9. IF THERE IS A PROBLEM WITH THE SWIMMING PROGRAMME

9.1 **How to tell us about problems.** If you have any questions or complaints about the swimming programmes we deliver, please contact us. You can telephone our customer service team at 020 8651 2140 or 07752 688 497 or write to us at theteam@aquaskills.co.uk or the address set out in paragraph 2.1 above.

9.2 **Summary of your legal rights.** We are under a legal duty to deliver swimming programmes that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the swimming programmes. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **services**, for example the provision of swimming programmes, as is the

case under these terms, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

10. PRICE AND PAYMENT

- 10.1 **Where to find the price for the swimming programme.** The price of the swimming programme (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the swimming programme advised to you is correct. However please see paragraph 10.3 for what happens if we discover an error in the price of the swimming programme you order.

Where you have placed an order for a swimming programme after we have begun to deliver it, then you will still be required to pay a Deposit (as described in paragraph 10.4) which shall be calculated against the full price of the swimming programme. However, when we invoice you for the balance of the swimming programme during the relevant school half-term, we will adjust the price you have to pay to account for the lesson(s) you and your children did not attend at the start of the swimming programme.

- 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 deliver the swimming programme, we will adjust the rate of VAT that you pay, unless you have already paid for the product 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 swimming programmes we offer may be incorrectly priced. We will normally check prices before accepting your order so that, where the swimming programme's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the swimming programme's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order.

- 10.4 **When you must pay and how you must pay.** We accept payment via cash, cheque or BACS payment.

You must make an advance payment of 50% of the price of the swimming programme when you place your order with us (**Deposit**). We will invoice you for the balance of the price of the swimming programme during the first half of the school term. You must pay the Deposit within seven (7) calendar days after the date of the invoice and the balance of the price of the swimming programme no later than the start of the school half term.

When the contract between you and us has been extended to a further school term in accordance with paragraph 4.4, we will raise an invoice for 50% of the price of the swimming programme for that school term in advance of the delivery of that swimming programme for that school term. We will invoice you for the balance of the price of the swimming programme during the first half of the school term and this shall be payable no later than the start of the school half-term.

Where you have placed an order for a swimming programme after we have begun to deliver it, then you will still be required to pay the Deposit. However, we will adjust the Deposit you have to pay to account for the lesson(s) you and your children did not attend at the start of the swimming programme. We will invoice the balance of the swimming programme during the first half of the school term and this shall be payable no later than the start of the school half-term.

10.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

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 and we will not charge you interest until we have resolved the issue.

10.7 **Variations to the price.** We reserve the right to increase the price of our swimming programmes on a term by term basis. If we are considering increasing the price of your swimming programme in the next term we will notify you of this in writing no later than eight (8) weeks prior to implementing such increase. If you do not wish to continue with the swimming programme at the newly proposed price during the next school term then you may end the contract with us by notifying us in writing, such termination to be effective at the end of the current school term.

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.

12. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

12.1 **How we will use your personal information.** We will use the personal information you provide to us:

- 12.1.1 to deliver the swimming programme to you;
 - 12.1.2 to process your payment for the swimming programme; and
 - 12.1.3 if you agreed to this during the order process, to inform you about similar products and/or services that we provide, but you may stop receiving these at any time by contacting us.
- 12.2 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**
- 12.3 **We may share your information with selected third parties including business partners, suppliers, consultants and sub-contractors for the performance of any contract we enter into with them or you.**
- 12.4 **Where we store your personal information.** The personal information that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff may be engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal information, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your personal information is treated securely and in accordance with this privacy policy.

Where we have given you (or where you have chosen) a password which enables you to access certain parts of our website, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our website; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

13. **OTHER IMPORTANT TERMS**

- 13.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will use reasonable endeavours to ensure that the transfer will not affect your rights under the contract.
- 13.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 13.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

- 13.4 **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.
- 13.5 **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. For example, if you miss a payment and we do not chase you but we continue to deliver the swimming programme, we can still require you to make the payment at a later date.
- 13.6 **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 swimming programmes in the English courts. If you live in Scotland you can bring legal proceedings in respect of the swimming programmes in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the swimming programmes in either the Northern Irish or the English courts.

SWIMMING PROGRAMME CONDITIONS

1. You and/or your children will attend all parts of the swimming programme promptly and, in any event, before the time notified to you by us.
2. You shall ensure that you and/or your children:
 - a. do not eat a large meal up to ninety (90) minutes before delivery of any part of the swimming programme;
 - b. do not attend the swimming programme until at least two (2) weeks after the cessation of a bout of diarrhea;
 - c. use the toilets before and shower before and after taking part in each part of the swimming programme;
 - d. wear swimming hats if requested to do so by us or our instructors and wear suitable swimwear;
 - e. shall not wear plasters when taking part in the swimming programme;
 - f. if you and/or they have a verruca, wear a verruca sock when taking part in the swimming programme; and
 - g. (if applicable) hand any inhalers to their instructor at the start of each part of the swimming programme.
3. You shall:

- a. (if applicable) accompany your children to each part of the swimming programme and ensure that they are collected promptly at the end of each part of the swimming programme;
 - b. not use any device to take any photographs or videos whilst the swimming programme is being delivered;
 - c. comply with the following changing room protocol: children over 8 years old are not allowed to use the changing rooms of the opposite sex. Parents with children under 8 years must use the changing rooms according to their own gender;
 - d. when parking on the premises where the swimming programme is being delivered, only use the designated parking area; and
 - e. provide us with information regarding any medical conditions that you and/or your children may have.
4. You shall, and shall ensure that your children shall:
- a. comply with all reasonable instructions given by us or our instructors.
 - b. do not bring any food and drink on to the premises where the swimming programme is being delivered, other than a plastic bottle of water;
 - c. immediately notify us or one of our instructors if you or your children cause or see any damage to the premises.
 - d. not smoke on or in the premises where the swimming programme is being delivered; and
 - e. leave the premises where the swimming programme is being delivered in a clean and tidy condition.