

TERMS & CONDITIONS

These terms and conditions apply to all of the services International Swimming Academy offers. Please read these terms and conditions carefully before booking lessons with Us. By booking lessons, You will be deemed to have agreed to be legally bound by these terms and conditions.

Words which begin with a capital letter have a specific meaning which is set out in the Glossary at the end of these terms and conditions.

1-PARENTS/GUARDIAN RESPONSIBILITY

1.1- You are responsible for giving up to date health or any other relevant swimmer's information when You complete the registration form to book lessons. You are also responsible for providing us with details of any changes in the Child's health and, in particular, for notifying the ISA Instructor if Your Child has had any signs of illness, injuries or taken any type of medication in the twenty-four (24) hours before a lesson.

1.2- The ISA Instructor can only be responsible for swimmers during their scheduled lesson. The lesson begins when the Instructor takes charge of the swimmer from You, or the adult accompanying Your Child to the lesson until the lesson finishes and the swimmer returns them to their parent or guardian.

1.3- You or the adult accompanying Your Child are fully responsible for their own safety and the safety of any other child who is with them at all times and for the safety of Your Child at all times outside the scheduled lesson.

1.4- You are required to adhere to any health and safety rules imposed by the owner of the premises where the lesson takes place and are responsible for ensuring that anybody accompanying You adheres to those rules. Please refer to the locations section available on the website for more specific information about the locations We use.

2- BOOKINGS

2.1 We accept the following bookings:

TERM PACKAGE:

- A. Lessons are booked in advance for the whole term with a fixed day and time.
- B. Where lessons are started after the term has begun, fees will be charged on a 'pro-rata' basis, but we do not accept bookings for part of a term only.

ONE-OFF LESSON:

- A. A single lesson booked with a fixed day and time.

CRASH COURSE:

- A. An intensive course of up to five consecutive days held during half-term breaks, school holidays or upon request.

ISA SWIMMING GALA:

- A. One day friendly competitive event featuring swimming races.

2.2 We will not refund any fee paid if Your Child misses a lesson for any reason after it is booked.

2.3 We will try to accommodate any request to change the date and time of a term package, one-off lesson or crash course, subject to payment of any increase in lesson fees since the date of your original

booking and to payment of an additional administration charge equal to 15% of the fees for the remaining lessons of your booking.

3- PAYMENTS

3.1 -Bookings are made through the Home Portal on our website.

3.2 -Bookings are only confirmed once the payment has been received. You will always be provided with a confirmation of your booking via email.

3.3- In the event that the payment of a Term Package is not received before the Priority Booking deadline date mentioned in our communication via email, text or telephone, we can no longer reserve your slot in the next Term.

3.4- Except as stated in paragraphs 5.1 and 6.3 of these terms and conditions, all fees are **non-refundable**.

4- CHILDCARE VOUCHERS / BANK TRANSFERS

4.1- In the event that a technical problem with the online Home Portal system a bank transfer to International Swimming Academy Stars Ltd could be authorised.

4.2- For bank transfers payments made twenty-four (24) hours before your scheduled lesson or Childcare vouchers payments made fifteen (15) working days before your scheduled lesson or a proof of your payment should be provided by email to info@internationalswimmingacademy.com and to the Instructor on your scheduled lesson day.

4.3- We reserve the right to not deliver a lesson if You are unable to show proof of payment. In such an event we may not offer a lesson credit.

4.4- Failure to make any due payment we retain the right to charge an administration charge equal to 15% of the fees payable.

5- REFUNDS & POSTPONED LESSONS

5.1- If You provide Us with written evidence from Your Child's doctor that Your Child is unable to attend swimming lessons for a minimum of six (6) weeks, we will either

A. refund a pro-rata amount in respect of all fees paid for lessons starting at least twenty-four (24) hours after You provide the evidence; or

B. postpone Your Child's attendance at lessons for a maximum period of six (6) weeks.

5.2- Any refund will be subject to an administration charge of 15% of the fees for the term package.

5.3- An authorised refund typically takes ten (10) to fourteen (14) Working Days to process.

5.4- If You choose to postpone lessons, You cannot subsequently ask for a refund.

5.5- When You have booked lessons for a Term, but such lessons have been postponed in accordance with this provision, the remainder of the lessons in that Term will be cancelled and no space will be held for the subsequent Term(s).

5.6- Postponed lessons must be used within six (6) months from the first postponed lesson. It is Your responsibility to ensure that the lessons are used. The fees paid for lessons not used within this six (6) month period shall be forfeited and cannot be refunded.

6- LESSON ARRANGEMENTS AND CANCELLATION

6.1- CALENDAR

- A. Term dates can be found on Our website and on the email that You will receive during the re-enrolment period.
- B. Term dates may not always coincide with Your Child's school term dates and we are unable to replace lessons missed as a result.

6.2- PROGRESS

- A. Where a student progresses beyond the class standard set by the Instructor, they may be required to switch classes. We may not be able to offer the same day, time or Instructor.
- B. A student's progress as part of any class or course is not guaranteed.

6.3- CHANGES AND CANCELLATION

- A. We will do our best to ensure that lessons take place at the agreed place, date and time with Your Child's Instructor, but we reserve the right to change the location, date, time or the Instructor or to cancel a lesson due to reasons beyond our control. Those reasons may include (but are not limited to):
 - Your Child's Instructor being unavailable due to illness or other reasons;
 - Our Instructor being of the opinion that Your Child is suffering from an illness or injury or receiving medication which may make it unsafe for Your Child to participate in the lesson;
 - The pool being unavailable or unfit for the use for any reason;
 - Government restrictions (such as those imposed during the COVID-19 pandemic).
- B. If we are forced to change or cancel a lesson, we will do our best to notify You as soon as possible and let You know about any alternative arrangements.
- C. If the alternative arrangements are not suitable for You or Your Child, or if we are forced to cancel a lesson, we will issue You with a lesson credit which can be used during the current term or the next available term's fees. If You do not re-enrol for the next term, we will refund an amount equal to the lesson credit.

6.4- REALLOCATING LESSONS

- A. Where we cannot find a suitable match of swimmers for 3:1 lessons (three swimmers with one Instructor) or 2:1 lesson (two swimmers with one Instructor) by approximately the second week of term, we reserve the right to provide You with a suitable alternative lesson, and give You notice in advance. The options for such reallocation are a reduction of the lesson duration to the ratio of ten (10) minutes per swimmer participating in that lesson or pay the difference to convert the lesson in a private twenty (20) or thirty (30) minutes lesson.

7- DATA PROTECTION

We will handle any personal data which we hold about You or Your Child in accordance with our privacy policy, which is available at <<https://www.iubenda.com/privacy-policy/81419161>>.

8- AGREEMENT TERMINATION

We can terminate this agreement by giving You written notice for any of the following reasons:

- A. Your failing to provide Us with the accurate health information about Your Child;

- B. Your failing to make any payment to Us when it is due.
- C. Your failing to comply with the general rules of the pool premises or health and safety regulations.
- D. Your breaching these terms.

9- CHANGES TO TERMS AND CONDITIONS

We reserve the right to update these terms and conditions by sending You either an updated version, or a notification of minor changes.

GLOSSARY

In these Terms and Conditions:

“Instructor”	means the individual swimming instructor in charge of a lesson
“We”, “Us”, “Our”	refers to International Swimming Academy Ltd or (where appropriate) to Our Instructor
“You”, “Your”	refers to the person entering into this contract
“Your Child”	means the individual child who will be attending the swimming lessons