



Terms and Conditions

All clients are expected to abide by these terms and conditions. In the unlikely event of failing to do so, a customer may be requested to cease lessons with Swim Design Space.

A refund will not be eligible in these circumstances. Clients are responsible for themselves at all times and must inform the teacher prior to the lesson of any concerns they have.

Clients must accept that at times there will be physical contact between the teacher and themselves in a professional, caring manner. Swimmers should not enter the pool until the teacher says it is safe to do so, and they must tell the teacher if they leave the pool before the end of the session.

Clients should inform the teacher of any health issues that may be relevant.

Swim Design Space is a Limited business. As such, the contract for swimming lessons is between the client and Swim Design Space (to which you make the payment). Swim Design Space cannot be held responsible for any claim, no matter how it arises.

Refunds and Lesson Credits

Once payment has been made for courses, **no refunds will be issued under any circumstances.**

Refunds will also not be offered for events beyond the control of Swim Design Space. These include, but are not limited to:

- Government lockdowns
- COVID-19-related disruptions
- Adverse weather conditions
- Power interruptions
- Acts of God

Such events are deemed to be contractually outside of the swim school's control.

Lesson Cancellation and Refund Policy

At Swim Design Space, we do not offer refunds for lessons missed due to sickness or holidays. This is because lesson fees secure a swimmer's place for the agreed term, which operates on an ongoing basis from month to month.

If you wish to terminate lessons, a **one-month notice period** is required. Notice must be given by the **1st of the month**, and fees for that month will still be charged regardless of attendance.

Example:

If you plan to stop lessons at the end of April, you must notify us by 1st April. The full fees for April will still apply, even if no lessons are attended during that time.

In **exceptional circumstances**, such as a swimmer suffering a broken limb, we may allow lessons to be carried over to a later date. This option is subject to lesson availability and will be assessed on a case-by-case basis.

Lesson Prices

To secure a place for a term, **full payment is required at the time of booking**. Swimmers are welcome to join classes at any point during the term, with fees adjusted accordingly.

Please note that once payment has been received, **no refunds will be issued under any circumstances**, regardless of the reason for non-attendance.

A **sibling discount** may be offered at the discretion of Swim Design Space.

Pool Safety and Conduct Guidelines

To ensure a safe and enjoyable environment for all participants, please adhere to the following guidelines:

General Safety

- Swimmers must not run on the poolside to prevent accidents and injuries.
- Loose-fitting or sharp jewellery should be removed before entering the pool.
- Long hair must be tied back, and swimmers should wear a swimming cap and goggles.
- Full swimming costumes must be worn; two-piece swimsuits are not permitted.
- All swimmers must shower poolside before entering the water.
- Plasters and hair clips must be removed to avoid blockages in the pool filters.
- No make-up or body lotions should be used before swimming, as they can deteriorate water quality.

Poolside Conduct

- Clients must not drink alcohol before lessons.
- Eating or chewing gum during lessons is strictly forbidden.
- Mobile phones are not permitted on the poolside.
- Photography is not allowed at any time, except by authorised professional photographers.
- Clients will be required to sign a consent form if they wish to appear in any official photographs or videos taken by Swim Design Space for marketing or social media purposes.

Facility Use

- Clients must follow pool procedures as advised upon confirmation.
- Arrival should be no more than 15 minutes before the lesson, and departure should be within 15 minutes after the lesson to ensure changing room comfort.
- No food is allowed within pool buildings, and floors should be kept free of mess (e.g., mud, grass). Any soiling should be reported to a staff member immediately.
- Outdoor footwear and buggies are strictly prohibited poolside.

Respect and Compliance

- Smoking is strictly forbidden within pool buildings and school grounds.
- Any form of abuse, whether verbal or physical, directed towards staff will not be tolerated and may be reported to the appropriate authorities.



- Clients must adhere to car parking, entry, and exit instructions provided.
- Swim Design Space is not responsible for any loss or damage to vehicles or property while on the premises.

Personal Information

Swim Design Space stores personal information, including names, addresses, dates of birth, and contact details, and is covered by the General Data Protection Regulation (GDPR). We do not keep financial details. Read more on our Privacy Policy page.

Failed Payments and Fees

Payments for lessons are processed via **GoCardless and Stripe**. In the event of a failed payment, a **£5 administration fee** will be charged. Clients are responsible for ensuring that their payment details are up to date to avoid additional charges.

Returned Cheques

In the unlikely event of a client's cheque being returned by the bank as unpaid, a £10 admin charge will be applied.

Lesson Changes

In the event of an instructor being absent for a group or private lesson, the swim school is within its rights to change the instructor to make sure that the lesson is covered, and no refunds will be given for lessons because of a change of instructor. In the unlikely event of a "last-minute" lesson time change, we endeavour to notify the client via SMS or email as soon as possible. Swim Design Space will not reimburse any expenses caused by a customer failing to pick up their message. Swim Design Space will always try to reschedule any lesson that has not been able to occur, and the client will always be notified of any changes as soon as possible.

Pool Closures

In the unlikely event of the pool not being available for use due to technical difficulties or health and safety issues, Swim Design Space will go through the following steps:

1. Our initial response will be to endeavour, where possible, to reschedule the lessons at the same venue for the nearest available space. This may need to be at a different time and/or on a different day due to pool availability.
2. When alternative spaces at the same venue are not available due to classes being full, we endeavour to offer alternative lessons at nearby pools that hold lessons by Swim Design Space. Please be aware that the days and times that lessons take place vary across our venues.
3. When a pool is unavailable on a term basis (in excess of one week), on public health or other grounds (including pandemics) or acts of God, outside of Swim Design Space's control (not including operational issues with the pool), Swim Design Space is not responsible for providing any further lessons during that time. In the unlikely event of this being the case, it is not possible to reschedule the classes. Swim Design Space will use his or her best



endeavours to either provide the remaining lessons in a future cycle or provide an alternative venue. Refunds cannot be offered under these conditions.

Clients will be notified of changes by SMS or email. Swim Design Space cannot be held responsible for any additional travel expenses incurred.

Lost Property

All property left in changing rooms or on the poolside, and all property (including prams) left in entrance halls or outside, is left entirely at the client's own risk. Swim Design Space cannot accept any responsibility for the loss of or damage to any personal possessions. Left items that are recovered will be held by the coordinator. Clients will be asked to sign the lost property form when collecting those items.

Medical Conditions

Clients must declare to Swim Design Space, swim teachers, or the admin person any existing medical conditions that they are aware of if taking lessons, as well as anything that may be communicable or possibly harmful to another person. The client must agree to inform Swim Design Space of any changes in any medical or psychological condition as soon as they become aware of them. All information will be kept strictly confidential, and it is at Swim Design Space's discretion to accept or refuse any applicant to join classes. Instructors should also inform us of any medical conditions they may have that could impact their ability to teach.

Illness

Should the adult develop any known or suspected medical condition, they must consult their doctor before swimming and inform Swim Design Space. All information received is treated in confidence and sensitivity. Clients must never attend swimming lessons if they have any illness such as an ear infection, diarrhoea, chicken pox, impetigo, conjunctivitis, or merely a bad cold. They must wait until the doctor has given the all-clear before returning to class. In the instance of sickness and diarrhoea the client must have been clear of all symptoms for at least 48 hours before attending a lesson.

Withdrawal of service

Swim Design Space, at its own discretion, may refuse entry to a client for its courses if it is felt that the client's behaviour is in any way disruptive or unreasonable.

Safeguarding Policy & Procedures

We follow (Wavepower) which is the Swim England policy for safeguarding adults and children.

Changes to Terms and Conditions

From time to time, Swim Design Space may update its terms and conditions by publication on the website www.swimdesignspace.com. If a client is not happy to accept the changes, they should notify Swim Design Space in writing of their non-acceptance within 14 days of receipt of the changes; failing any such communication from the client business, it will be deemed that they fully accept the updated agreement and terms.



Website

Material made available on the Swim Design Space website, including materials on linked sites directly or indirectly accessible from this site, is provided "as is," with no warranty of any kind, express or implied, including those of merchantability and fitness for a particular purpose. Any reference to linked sites or to third-party companies, products, or services by name does not constitute or infer its endorsement by Swim Design Space. Swim Design Space has used all reasonable endeavours to ensure that information provided through its website is accurate at the time of inclusion; however, it accepts no liability for any inaccuracies, errors, or omissions on the site. The information available on the site may be incomplete, out of date, or inaccurate.

Swim Design Space reserves the right, at any time and without prior notice, to make changes and corrections to the material on its site. Swim Design Space accepts no liability for any loss or damage of whatever nature caused by the use or the inability to use the materials available on its site or any linked site. Swim Design Space has taken all reasonable steps to ensure that the Intellectual Property of third parties is not infringed. If, however, there is a belief that the material on the site infringes any Intellectual Property rights, they should contact Swim Design Space Head Office directly.

Swim Design Space respects its clients' privacy and keeps any information that is shared in confidence in line with GDPR regulations. Swim Design Space does what it can to discourage unsolicited spam and telephone calls. Swim Design Space records clients' personal information only if they provide it when expressing an interest in our services. Swim Design Space does not share this information with third parties. Swim Design Space will call a client only if they contact them with a question and ask for a return call. The business uses the client's personal information only to serve them better. All images displayed on the Swim Design Space website are under the ownership of the photographer concerned or the business. An agreement to display the photographs has been reached, and they are not available to be copied.

Photographs

Clients must provide consent for the photographing or videoing when there is a business need.