

# Gordon Vincent Swim School – Terms and conditions

## 1. Introduction and Interpretation

- 1.1 These Terms and Conditions form part of the agreement (“Agreement”) between you and the Gordon Vincent Swim School (“the Company”) for the provision of certain services (“Services”) by the Company, and are the terms and conditions referred to in the appropriate Booking Form. By signing such form (“The Form”) you thereby agree to be bound by them
- 1.2 For the purpose of interpreting these Terms and Conditions, the following terms shall have the meanings set out below:

<b>Swimmer</b>	any person who in accordance with this Agreement enters, or intends to enter, the Swimming Pool
<b>Fee</b>	subject to sub-paragraph 2.4 below, the appropriate total fee payable as specified on the Form (or otherwise agreed with the Company)
<b>Guest</b>	any person invited onto the premises (as a “party guest”) by you in accordance with paragraph (“visitor”) below
<b>Manager</b>	any Staff member in whom managerial responsibility has been vested by the Company
<b>Premises</b>	the Pools by, and the building and facilities operated by the Company, situated at QE Girls School, and Hampstead School, also known as” Barnet School of Swimming & “Gordon Vincent Swim School respectively
<b>Responsible Adult</b>	any person who is required, in accordance with sub-paragraphs 6.12 to 6.16 below, to accompany and supervise a swimmer
<b>Staff Member</b>	any employee of the Company
<b>Visitor</b>	you and/or any person, including (without limitation) swimmers, guests and responsible adults, who enters the premises as a direct or indirect result of you entering into this Agreement

- 1.3 Unless the context requires otherwise, any reference to a room, area or facility is a reference to the room, area or facility known as such on the Premises.
- 1.4 Unless the context otherwise requires, any reference to the singular shall include the plural (and vice, versa), and any reference to the male gender shall include female gender (and vice versa)

## 2. Payment

- 2.1 Forms are accepted at the discretion of the Company, and the Fee is not transferable or refundable
- 2.2 The FULL FEE must be remitted before the commencement of Lesson One in any TERM
- 2.3 All cheques must be payable to Gordon Vincent Swim School and crossed with a/c payee. If your cheque not cleared by the bank, you will become liable for an additional administration payment to the Company of £20.00.

- 2.4 The Company will normally expressly notify you of its acceptance of your booking. However, the Company will NOT notify acceptance to Members who have submitted a Membership Renewal Booking Form unless specifically requested to do so by that Member.

### **3 Rules, Regulations and your Liability**

- 3.1 You agree to be wholly liable for any and all actions and/or omissions of any Visitor. Without prejudice to the generality of the following, you shall be liable for any liability, financial or otherwise, or injury or damage to any person or property caused by any Visitor whilst on the premises, and shall fully indemnify the Company, its agents, contractors and/or employees.
- 3.2 Any rules, regulations and instructions ('the Rules') of the Company, as may be amended from time to time, form part of these Terms and Condition and will be notified to you by Newsletter and/or by posting on the notice board on the Premises.
- 3.3 The Company, without prejudice to any other remedy that may be available, reserves the right to terminate this Agreement forthwith and without refund on the grounds of safety or unsuitability, or if any Visitor fails to comply with these Terms and Conditions or with any Rule.

### **4 The Company's Liability**

- 4.1 Without prejudice to the following sub-paragraphs, if for any reason the Company terminates this Agreement, its total liability will not exceed the value of the Fee (or portion thereof) actually received by it.

The company is not liable for any circumstances out of its control.

The Company reserves the right to alter schedules, class ability classifications, the Premises, and/or personal as it thinks fit. Any such alterations do not constitute breach of contract or grounds for a refund.

The Company will not be bound by any statements unless it is in writing and signed by the Chief Executive

By signing the booking Form, you acknowledge and accept that there are risks, however small, inherent in the nature of swimming tuition and related activities (such as provided by the Company), and you accordingly acknowledge and accept that whilst the Company undertakes to exercise all reasonable care and attention, it cannot and does not warrant or guarantee the absolute safety of any Visitor.

### **5 Visitors**

No outside footwear may be worn on the Pool Side

Glass containers or bottles MUST NOT be brought onto the Premises under any circumstances.

Smoking is NOT permitted on the premises

No Visitor other than Swimmers may enter the Pool Side.

Any actual accident or any incident, which appears to involve an element of safety witnessed by any Visitor, must be reported immediately to a Staff Member

The Company may use for publicity purposed and without prior notification any statement (whether written. Or oral) made by, or any photograph taken on the Premises of, you or any Visitor.

## **6 Swimmers**

To enhance the provision of our teaching, at times this will involve teachers aiding and manually supporting in the water appropriate to the age and ability of the learner.

Swimmers must enter the Pool Side via the FOOT BATH

Swimmers must wear appropriate swimwear when in the pool

No swimming aids, aquatic toys or other bathing apparatus may be used on the Premises unless provided or approved by the Company

All Swimmers must shower before entering the pool

Swimmers may not use Rubber Rings at any time unless the Company has otherwise given express prior consent

Swimmers who are non-swimmers must wear armbands at all times, unless, whilst undergoing tuition by the Company, they are instructed otherwise.

Vertical/Horizontal diving is only allowed under instruction from a teacher and not in water less than 1.8 metres in depth.

All swimmers and teaching staff must wear swimming hats at all times

Swimming equipment or apparatus belonging to the Company may only be used in the Swimming Pool with prior consent of a Staff Member.

For the avoidance of doubt, and without prejudice to paragraph 3, Swimmers must comply at all times with all Rules AND with any instructions of the lifeguard on duty.

Swimmers MUST NOT enter the Pool UNDER ANY CIRCUMSTANCES unless a lifeguard is on duty.

A Responsible Adult must accompany all Swimmers under the age of 14years on the Premises.

Without prejudice to any sub-paragraphs any Swimmer under the age of 18 years who is a non-swimmer must at all times be accompanied in the Swimming Pool by a Responsible Adult..

## **9 Medical and Behavioural**

If any Visitor has come into contact either any contagious or infectious disease during 14 days prior to his/her lesson or entering the premises, you or he/she shall notify the |Company in writing and provide a medical certificate from that Visitor doctor giving approval to swim and or enter the Premises (as the case may be). You acknowledge that any failure to comply with this sub-paragraph is a fundamental breach of this Agreement.

Any medical and or behavioural problem known to you must be notified to the Company in writing on the Booking Form. In such cases the Company reserves the right at its absolute discretion not to accept you Form

## **10 Lost Property**

The Company cannot accept responsibility for any property left on the Premises by any Visitor

#### **11. No Waiver**

No delay or failure by the Company to exercise or enforce any right shall operate as a waiver. If the Company expressly waives any breach, such waiver shall not operate as a waiver of a similar breach on another occasion or as a waiver of another breach

#### **12 Whole Agreement**

These terms and conditions embodies the entire understanding between you and the Company, and there are no promises, terms conditions or obligations, oral or written, other than those contained in it, subject to any mutually agreed subsequent amendment and/or modification

Gordon Vincent  
Chief Executive  
Cert Ed MSTa FIST FIST (LS)  
[www.barnetss.co.uk](http://www.barnetss.co.uk)

Updated 20/03/2016