

## Course Terms and Conditions

### Definitions

**OSSC** = Oundle School Sports Centre. **OOSS** = Oundle Otters Swim School. **OSE** = Oundle School Enterprises

**Participant:** An individual receiving tuition.

**SPARE Date:** In addition to the scheduled sessions, SPARE dates will be planned within the timetable. These do not form part of the regular series of sessions. In the event a session is cancelled/postponed the session will automatically be moved to the SPARE date.

**Credit:** A credit is equivalent to one lesson/session.

**Top Up:** Re-enrolling for the following full terms worth of credits

### **1. Personal Details and Security**

- a. All information is stored securely and remains private. The responsible person for each participant must provide the details. The GDPR Policy can be viewed on our web site.
- b. Personal details are stored individually and must be completed for each participant.
- c. Personal details must be updated including medical and health. It is essential that the email address provided is correct. We recommend personal emails address are provided. Offers of places, payment receipts, confirmation of places and urgent communication regarding closures are communicated by email issued as required. Communications are considered as sent when delivered to the provided email address.
- d. False information including dates of birth will invalidate a participant's bookings.
- e. Information affecting a participant's ability to receive instruction or that effects their ability to learn must be recorded. Failure to provide correct information will affect the ability of the teacher to teacher the swimmer and may impact on their ability to learn and progress.
- f. Accepting these Terms and Conditions you agree to the use of your details for OSSC to contact you in regards to the routine activity of the courses and promotions within the Centre.
- g. Personal details will not be shared with third parties unless we have your explicit written consent. Attendee's information will be held for 12 months after the ceasing of ongoing courses. A copy of the GDPR policy can be found of the OSSC website.

### **2. Payments/Fees**

- a. Participants are offered places on a course under the terms set out in the booking procedures.
- b. Payment is required in full prior to the start of any course.
- c. Non-payments by requested deadline date will result in the participant being removed from the class/course list. Participants will not be automatically added to the waiting list.
- d. Participants not on a register will be refused admittance.
- e. On receipt of payment confirmation receipt will be emailed.
- f. A credit is deducted from the total payment for each session.
- g. Fees are deducted for non-attendance to a session.
- h. Fees are subject to change, and are confirmed and displayed in advance of a course communicated by emails.
- i. No concessions or discounts are available to members/staff unless otherwise stated.

### **3. Centre Cancellations, Credits and Refunds**

- a. Cancellation by OSSC
  - i. In the event OSSC cancel/postpone a session the session will be rescheduled to the SPARE date

- ii. In the event OSSC cancel a series events a full refund or credits will be issued.
  - iii. OSSC will consider its contractual commitment fulfilled if a cancelled session is moved to a SPARE date.
  - iv. Credits are not raised if the participant is unable to attend a session move to a SPARE date.
  - v. If the class cannot be rescheduled, the lesson will show as a credit equivalent to the class cost.
  - vi. OSSC reserves the right to close the Centre to carry out emergency maintenance or considering a risk to Health & Safety. Such closures may be applied without notice.
  - vii. OSSC reserves the right to change the times or days available to booking with reference to its obligations to the School's timetabling for Oundle School, Laxton Junior School bookings and OSSC demands.
  - viii. OSSC retains the right when total participants in a class falls below 4 to change the class/class time, merge the class or cancel the session. Refunds/credits are applicable if the participant cannot attend the new session.
- b. Cancellation of full course by participant
- i. Cancellation of a course results in the participant being removed from the register. Refunds or credits are issued if applicable.
  - ii. Refunds are made at the end of each term
  - iii. Participant will be added to the waiting list for future terms if requested.

Cancellations received before a course commences:	100 % refund.
Cancellations after first but before the third session of a series:	75 % refund.
Cancellation after 3 <sup>rd</sup> session in the course:	No refund or credit.

#### 4. Credits

- a. Credits can be deducted from the next terms fees.
- b. Credits can be moved to sibling's accounts for the same activity/course only.
- c. The full fee less any credits is required to confirm a place for the following term/course.
- d. Credits will be held against future lessons up to a period of 12 months after the term.
- e. Unused credits must be claimed by the adult/guardian, OSSC will then proceed with the refund process.
- f. If re-enrolling, participants must complete a 'top up' prior to the current term finishing to confirm their space.
- g. Absence due to illness and injury
  - i. Absence from individual sessions do not generate a credit.
  - ii. Extended absence due to illness or injury for 3 or more sessions will generate credits but have no cash refund value. Credit will be applied to the account on submission of a Doctor's Note or written confirmation of the total number of weeks to be absent equivalent to the value of weeks lost.

#### 5. Supervision

- a. Children under 8 must always accompany participants in the changing rooms and parents/guardians should remain on site.
- b. Children over 8 must use the gender appropriate changing rooms and are not required to be accompanied by parents/guardian in the changing rooms.
- c. OSSC and Instructors accept the responsibility for the participant when instructors have registered the participant.
  - i. OSSC responsibility for participants conclude at the end of the lesson/session and the participant must leave the activity area.
  - ii. Children under the age of 8 should not be left unaccompanied until the child has been registered.

## **6. Termination of Courses may result in the event of;**

- a. Serious breach of Safeguarding regulations
- b. Inappropriate, violent and aggressive behaviour through social media platforms.
- c. Gross misconduct - Violence against the person or facilities, bullying, fraudulent, criminal or terrorist activity.
- d. Drunken, lewd and aggressive behaviour.
- e. Dangerous driving/speeding.
- f. Engaging in commercial activity within the grounds and or using the name, facilities, and resources of the Centre for personal gain.
- g. In the event of termination, no refunds are made in respect of any outstanding lessons in the current course. Other action may be taken.
- h. The above applies to the attendee on the course register and adults/guardians or associated of the attendee and are enforceable against the attendee.
- i. The centre retains the rights to broaden any action arising from any of the above or other.

## **7. Appeal process**

- a. Appeals must be forwarded to the OSSC Manager within 14 days of the Manager's communication of termination.
- b. The Manager will review and compile information of their decision. New information or statements can be provided by the participant. The bundle will be forwarded to OSE.
- c. The appeal is a review of the evidence which includes terms and conditions; rules and code of conduct; evidence regarding breach of the OSSC operating procedures factoring manager's decision and reasons.
- d. No personal representation may be made by the participant in support of their appeal, unless requested by OSE. The Directors action will be;
  - i. Sustain the Manager's original decision and uphold action.
  - ii. Revoke the decision, reinstate, and refund the member.
  - iii. Change the decision applying new sanctions or terms.
  - iv. OSE is the final arbiter of fee disputes.
- e. The appeal completes the process.

## **8. Force Majeure**

- a. Should the Centre be prevented from executing its obligations by force majeure, such as exceptional weather conditions, flood, fire, war, terrorism, industrial action, disruption to mechanical or electrical supplies, full or partial closure arising from advice or direction of local authorities or government, Operational restrictions imposed by Sport's National governing bodies, or other unforeseen events, and this is unavoidable,(Including restrictions arising from Covid-19 guidance Local lockdown or other guidance) the Centre shall notify the users as soon as possible, explaining the reason for its inability to execute or need to delay the execution of all or part of the contract. In such circumstances the Centre shall not be deemed to be in breach of this contract and conditions. Fees will not be refunded but may be credited for future use. This clause shall not, however, affect any Clients right to cancel.

## **9. Accidents and Incidents**

- a. OSSC cannot accept liability for any accident or injury to any Attendee, Parent or Guardian that may occur on the premises or within the grounds, other than that may arise from negligence of the Centre. The Centre undertakes to implement processes and practices to safeguard the wellbeing of all users.
- b. Users are required to report all accidents and injuries incurred within the Centre immediately, before leaving the site. You can request to speak in a Manager in private and a copy of reports can be forwarded to you on request. Subject to Privacy policy.