

Mighty Splash

Terms & Conditions



Our Terms

Welcome to Mighty Splash Swim School Ltd. These Terms and Conditions govern the way in which We supply any of the products and services (Services) listed on Our website www.mightysplash.com (Our site) to You.

Please read these Terms and Conditions carefully before ordering from Our site, they tell you who we are, how we will provide Services to you, how You and We may change or end the contract, what to do if there is a problem, and other important information. You should understand that by ordering any of Our Services, You agree to be bound by these terms and conditions, together with the documents referred to in it.

Please note: The team at 'Mighty Splash Swim School' cannot accept liability for any circumstances or situations beyond our control, nor any consequential impacts that may arise as a result.

How to contact us

You can contact us by phoning 01225 800212 (Bath / Bristol) or 01933 697 221 (Wellingborough) or by emailing info@mightysplash.com

How we may contact you

If we have to contact you, we will do so by writing to you at the email address or by calling the telephone (including via text message) you provided with your order.

Definitions

"Services": When we use the word "services" in these terms, we mean any services, including the deliverables, supplied by us.

"Products": means good, events or courses supplied by us as set out on the Site as amended or updated by us from time to time

"Site": means www.mightysplash.com

"We/ Us/ Our": means Mighty Splash Swim School Limited operated site www.mightysplash.com. We are Mighty Splash Swim School Limited, a company registered in England and Wales. Our company registration number is 07637609 and our registered address is Unit 58, 3 Edgar Buildings, Bath, England BA1 2FJ. Our VAT number is 405464511.

"Writing": When we use the words "writing" or "written" in these terms, this includes emails and text messages.

"You/Your": When we use the word "you" or "your" in these terms, we mean the customer who purchases the goods and/or services from Mighty Splash Swim School Ltd.

How the contract is formed between You and Us



You can search and order Products and Services from our website www.mightysplash.com.

To make an order, you must create an account in the Mighty Splash Member Hub which is accessed via our Site. You will need to register each participant on your account before placing an order for any activities.

We will accept your order when payment is made on account and confirmed by us. Confirmation of your order will be sent to you by email. It is at this point that a contract will come into existence between you and us. If you do not receive an email confirmation, it is your responsibility to contact us to let us know. You are responsible for keeping your account secure and providing accurate, up to date information. We do not accept liability for you providing inaccurate or incomplete information and this may result in You not receiving Your order or a delay.

It is your responsibility to book the correct product or service for your needs. We cannot be held responsible if you book or attend the wrong session. If the ordered product or service is not appropriate for the participant, Mighty Splash will offer an alternative, provided one is available. If an alternative is not available, we reserve the right to cancel the contract with you.

If you need to make any changes to your order please contact us as soon as possible and we can advise you on what changes are possible.

Free trial swimming lessons

We invite anyone who is interested in joining Mighty Splash to attend a free trial lesson before they order swimming lessons with us. One Free Trial per person is valid for swimming lessons only and has no monetary value.

We will acknowledge your order with an email which will include details of the site, day and time of your Free Trial.

Free Trials are subject to availability and must be taken on the date agreed with us. If the Free Trial is missed or cancelled by you for any reason, we shall assume that it has been taken and will not be able to offer another free trial or alternative date.

Once your Free Trial is complete, we will email asking you to confirm or reject further swimming lessons. Should you confirm that you would like to continue with us, you will be sent a link to the Member Hub to register your credit/debit card details which will be secured with the third-party payment service provider.

Written Communications

We require some of the information or communications We send to You are in writing. By using the Site, You accept that communication with Us will be mainly electronic.

All communications are with the account holder who accepts the terms and conditions. The account holder also accepts the terms and conditions on behalf of each participant on their account. It is the account holder's responsibility to ensure relevant information is passed on to people involved with attending the sessions.

We will contact You by email or SMS. For contractual purposes, You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that We provide to You electronically comply with any legal requirement that such communications be in writing.

We will not be responsible for any sessions missed or delayed or expenses incurred due to a failure to receive notifications from us.

Price

The price of any Products and Services will be as quoted on Our Site in force at the date of your order, except in cases of obvious error or unless we have agreed another price in writing.

All our fees are subject to standard rate VAT. If delivery is required, the costs will be displayed and added to the total amount due at Checkout stage on our Site.

Prices and delivery charges are liable to change at any time.

Payment

All fees are paid for in advance via our website. All fees are non-refundable unless otherwise stated in our Terms & Conditions.

You will be asked to make a payment by providing your credit/debit card details via a payment service provider. Your details will be securely held by the third-party provider and not us.

By providing your card details and allowing them to be stored on a secure payment gateway operated by a third party, you are granting us a continuous payment authority to enable us to debit the card when necessary, i.e. upon re-booking.

It is your responsibility to ensure that your saved payment method is valid and that sufficient funds are available at the time of collection. If an automatic payment fails, we will notify you in writing. You will have 5 calendar days from the date of that notification to make the outstanding payment. If payment is not received within this period, we reserve the right to terminate your order and remove you from our services, regardless of whether you have accessed or received the communication.

Mighty Splash Swim School reserve the right to cancel your order or future order without notice or refund, if full payment is not made. Failure to maintain up-to-date payment details or to act upon payment reminders may result in immediate removal from sessions and cancellation of your order.

You can monitor your payments, add and amend your card details from the Member Hub: <https://mightysplash.swimphony.io/member/login>.

If you cannot access this method to make payment, please inform us email. Please note that without a continuous payment authority, we will not be able to automatically re-book and this may result in loss or changes to your original order.

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 5% a year above the base lending rate of HSBC 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.

If you think we have invoiced you incorrectly, please contact us promptly to let us know. We will not charge you interest until we have resolved the issue.

Payment for ongoing weekly sessions

Ongoing weekly sessions, such as swimming lessons, run consecutively (50 weeks of the year) with the exception of pool closures or session cancellations. Fees are prorated and paid monthly to spread the cost evenly throughout the year.

Your place is secured with a non-refundable deposit equal to one month of lessons, plus the cost of any remaining sessions in the month you enrol. For example, if you order with us on the 15th, your initial payment will cover the rest of that month's sessions in addition to the one-month deposit.

Fees will be charged automatically to every month, on the seventh of each month to the card on the Member Hub. We will notify you seven days before the due date, via email, stating the amount you will be charged.

Payment for training courses, venue hire or event bookings

We will accept your order when payment is made in full for any training courses, venue hire or event bookings you may make with us. Confirmation of your order will be sent to you by email. It is at this point that a contract will come into existence between you and us.

Within 14 days of the date the contract is made, you have the right to change your mind and receive a full refund unless element(s) of the booking have already started.

After this period of 14 days the following cancellation fees apply:

- If more than 28 days' notice is given, receive 100% refund
- If 14–27 days' notice is given, receive 50% refund
- If 0–13 days' notice is given, no refund is given

Availability and delivery

Orders are first come, first serve and subject to availability.

If the product or service is unavailable, you may notify us of your interest by reserving a place on the waiting list. Please note we will not be obliged to provide you with this product or service. We will contact you if your chosen product or service becomes available and we are within our rights to cancel your reservation at any time.

Additional sessions

From time to time, you may be offered the opportunity to take part in additional sessions or other themed or promotional activities. These sessions may serve marketing, promotional, or training/interview purposes.

If you choose to attend a session for these reasons, you acknowledge and accept the following conditions:

- You may be photographed or filmed during the session.
- By participating in the session photograph and/or videos, you accept that other parents who participate may be given a copy and that Mighty Splash has no control over its use by you or other parents.
- By attending, you waive any rights to the images or footage captured, including how they may be used by us for promotional, advertising, social media, or training purposes.
- You will be asked to sign a waiver on the day of the session confirming this agreement.
- We will always strive to ensure a positive experience, but we cannot guarantee the same quality or consistency as our standard lessons. As such, we are not responsible for any dissatisfaction or negative experience that may arise during the session.

Additional sessions: booking and availability

Additional sessions are offered at our discretion and are subject to availability.

Sessions are first come, first serve and ordered via our website. They do not form part of your regular membership. We reserve the right to charge for any session, determinable by us. We will inform you in these circumstances.

Additional sessions may not always be available or appropriate for all participants. This may be due to factors such as swimming ability, individual circumstances, or the nature of the session. We are not obliged to offer a range of sessions to suit every participant's needs or preferences, and participation is not guaranteed. If we believe a session is not suitable, we may decline participation.

Additional sessions: cancellations and refunds

If you are unable to attend a booked session, please notify us at least 48 hours in advance so we can offer the space to someone else.

If you have paid for an additional session, you have the right to cancel within 14 days of booking (please see our "Right to Change Your Mind" section). If you booked a free additional session and we cancel it, no monetary refund or compensation will be given.

Cancellations and changes by us

We are not responsible for events outside of our control.

If we must cancel a session because of an event outside of our control, such as pool closure or staff sickness, etc., then we will contact you in writing to let you know.

Should we need to cancel a session, we will give you as much notice as possible. In these circumstances, we will contact the account holder by both email and text message, but sometimes this can be “last minute”. It is your responsibility to ensure that these contact details are correct and kept up to date. We will not be responsible for any expenses incurred due to a failure by you to pick up a message.

If the session is not currently in progress, you will be provided with a credit for the cancelled session which will be allocated against the next invoice. This will be for the value of the session, as advertised.

A session cancellation may apply to one or more individuals on your account. If you receive a cancellation notice via email, it will clearly refer to the specific participant affected. This does not apply to any siblings or other swimmers on the same account, whose sessions will continue as normal. If you choose not to bring an unaffected sibling or swimmer to their lesson as a result, no refund or credit will be given. Additionally, if a sibling’s session is cancelled, we are not obliged to accommodate them in another class, even if a space appears to be available.

It may be necessary to cancel sessions due to local adverse weather conditions which would make the venue unsafe and inaccessible. We regret that we are unable to offer a refund or reschedule sessions in the event of an adverse weather condition.

If there is a risk of a substantial amount of sessions (such a level will be determinable by us) being cancelled by us, you may contact us to end the contract and receive a refund for any sessions you have paid for but not received.

If a session is too small to function properly (such a level will be determinable by us), we may need to merge it with another session or cancel it entirely. When merging sessions we try to keep them as similar as possible and will do our best to consider family circumstances but unfortunately cannot always guarantee this. If your session is due to be merged, cancelled, or undergoes a change in time, date, or venue, we will provide as much notice as reasonably possible.

Should a session already be in progress or about to start and have to be cancelled on the grounds of health and safety, we are under no obligation to refund the session in full or part.

We may change sessions in the following circumstances:

- to reflect changes in relevant laws and regulatory requirements, e.g. regulations introduced to protect children in swimming pools,
- to implement minor technical adjustments and improvements, or
- a change to the appointed instructor
- a change to participant numbers or ratios

We aim to keep the same instructor for each lesson, but may, at times, need to provide an alternative instructor for a class or classes due to illness or for any other unforeseen circumstances.

We reserve the right to appoint a new instructor at any time and sometimes we may need to change an instructor without prior notice. If no instructor is available, we reserve the right to combine and expand groups at short notice.

If an instructor has a long period of absence, we will do our best to keep the same cover instructor where possible, but we cannot guarantee consistency during this time.

Teaching Assistants and additional staff may support some lessons; they are provided at our discretion and are not included as part of your fee. Their support may be adapted, rotated or withdrawn at any time without prior notice.

Also, due to the extremely thorough nature of our training, we may occasionally need to have peer-to-peer observations or need to have a new teacher taking your session. They are always fully trained at this point but need to teach a series of 'live sessions' in order to complete their assessment process. We see training as a fundamental part of our staff development and key to maintaining our excellent standards. We cannot give advance warning when this may happen and, whilst we always try to give you notice, it is an essential part of our commitment to quality.

Cancellations or changes by you

Right to change your mind

For most services bought online, you have a legal right to change your mind within 14 days of the date the contract is made (the cancellation period) and receive a refund. These rights under the Consumer Contracts Regulations 2013 are explained in more detail in these terms.

If you cancel within 14 days of the date the contract was formed, i.e. when payment was taken and you received an email of confirmation from us, you will be entitled to a full refund if you have not started any element of your order.

You do not have a right to change your mind if you have already started any element of your session, even if the 14-day cancellation period is still running. You are not eligible for a refund.

After the cancellation period has ended, we are under no obligation to refund you if you wish to cancel because you have changed your mind.

Missed lessons

Session fees are non-refundable where the participant has either missed sessions in full or part or decided to withdraw from the programme altogether prior to the end of the paid period.

We are not responsible and are not obliged to refund or provide alternatives for late or failed attendance due to external circumstances. Examples include illness, parking difficulties, missed communications or rescheduled sessions. Participants may be refused entry to the lesson if they are more than 5 minutes late as it disrupts the group.

If you do not provide us with information that is necessary for us to provide the session, for example, any medical conditions or learning needs you or your children may have or details of swimming experience and do not provide it, within a reasonable time of us asking for it, we may end the contract by writing to you or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.

Medical conditions and illness

At the time of registration, you will be asked for any existing medical conditions for either yourself, another carer who may swim in the sessions, or the child booked into the sessions. You agree to inform us of any changes, including pregnancy, as soon as you are aware of them. It is your responsibility to keep us informed of any medical conditions. All information will be kept strictly confidential.

In the event that a swimmer has a medical certificate signed by a medical practitioner to say that they are unable to swim for a prolonged period of time, e.g. because of broken bones, please inform us as soon as possible. It is at the discretion of Mighty Splash as to whether a credit or refund will be issued.

If you suspect anyone in your party to have or be developing a suspected medication condition, please consult your doctor before attending a session. If anyone in your party becomes unwell while you are at the venue you must not participate in the session. Please inform us if the illness is contagious and may affect other users of the pool, we may share basic information about this risk with other participants. All information received is treated in confidence and with sensitivity.

Never come or bring a participant to a session if you/they have any illness such as an ear infection, diarrhoea, vomiting, chicken pox, impetigo, conjunctivitis, or a bad cold. Please wait until your doctor has given the all-clear before returning to sessions.

Please ensure that any sickness/diarrhoea symptoms have completely cleared for at least 48 hours before your session; or 14 days if a gastrointestinal bug has been diagnosed by a medical professional.

In exceptional circumstances, only on production of a medical certificate or documentation from a medical centre, hospital or GP the management team may exercise discretion on refunds / credits. A signed fitness note must be provided on the participant's return.

We reserve the right to refuse entry. Decisions are made at our discretion, and we reserve the right to withhold the reason for the refusal. We will not accept any liability and may refuse entry if we reasonably believe that anyone in your party is not well enough or unfit to participate.

Changes requested by you

We are not obliged to accommodate any changes to the sessions requested by you. Unfortunately, what would appear to be one simple request is an impractical administrative task and has a huge impact on our other customers and our instructors.

We will try to accommodate a change of day, time or venue provided space is available. We have the right to charge you a reasonable fee to cover our administrative costs.

How to end your contract with us



To end your contract with us, the account holder must email info@mightysplash.com.

Please provide the account holder's name, the participant's name(s) and details of your order. Additional information, such as phone number and home address are also welcomed.

If you pay monthly ongoing sessions, please notify us by email before the next month's payment is taken from your account.

We will confirm your cancellation by return email. Where applicable, we will apply any remaining deposit to your account and confirm the date of your last session with us.

Training courses, venue hire or event bookings

Within 14 days of the date the contract is made, you have the right to change your mind and receive a full refund unless element(s) of the booking have already started.

After the 14 days the following cancellation fees apply:

- If more than 28 days' notice is given, receive 100% refund
- If 14–27 days' notice is given, receive 50% refund
- If 0–13 days' notice is given, no refund is given

Our responsibility for loss or damage suffered by you

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. However, 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.

If there is a problem with the sessions

We hope you are fully satisfied with our sessions and welcome your feedback. If you have any concerns, please speak to the instructor or Swim Manager. If that is not possible on the day, you can email us at info@mightysplash.com.

Summary of your key legal rights

The Consumer Rights Act 2015 says:

Every contract to supply a service is to be treated as including a term that we must perform the service with reasonable care and skill.

- If we do not do this, you have the right to require us to repeat or fix the service.
- If we do not do this, you have the right to a price reduction, including a right to a refund for anything already paid above the reduced amount (the reduction can be the full amount paid).
- You are not prevented from seeking other remedies instead of or in addition to those above but you cannot recover any losses twice.

Policies and shared responsibilities



Supervision of children

A parent or guardian must remain with their child on the premises at all times. This is essential in case of a medical emergency, evacuation, or any other urgent situation. They should always be under the direct supervision of an adult and never be left unattended.

General swim sessions

For general swimming, children under the age of 8 should be actively accompanied by a responsible adult (aged at least 16) in both the changing area and the swimming pool. Actively accompanied means that the adult must stay in the water with young children, and should maintain a constant watch over the children in their care - this means being within arm's reach and able to provide immediate assistance at all times.

Ratio of adults to children

The general rule is one adult to one child aged under 8 and applies whether or not the child can swim.

Children must only go beyond 1.2 metre depth if they can swim 50 metres or more. Up to the 1.2 metre mark, the ratio can be increased to one adult to two children if:

- both children are over 8 and can swim 50 metres or more
- one child is wearing approved flotation aids or armbands with the CEN safety mark which the child cannot remove themselves and the second child can swim 50 metres or more.

Attendance and progress

To progress confidently and receive a certificate, participants are expected to fully participate in all elements of the course and demonstrate consistency in their ability.

Assessment is ongoing and recorded using poolside tablets, based on the STA framework. Swimming ability and speed of progression will vary depending upon the swimmer. Age, size and ability are all taken into account when organising the sessions. Swimmers are awarded the next level when they have met all required skills.

Swimmers may receive their award and remain in the same class. Our instructors are experienced in developing mixed ability groups. As progression is continuous and ages and ability levels vary, we cannot guarantee a specific time slot. When waiting to move to another lesson the swimmer may continue in the current class and be placed in a waiting list until a place is available.

Video and photography

We encourage a family atmosphere at Mighty Splash, but at the same time we ask everyone to remain sensitive to the feelings of others.

When registering with Mighty Splash, we request photographic permission from the account holder and permission covers each participant on the account. Please indicate in your account whether you consent to our sharing any photograph and/or video on the internet, on social media, or in any other promotional material. You may opt out at any time, simply by logging into your account.

We like to celebrate successes at the pool and regularly take pictures or film parts of a session as long as you have given your previous consent for us to do so. We would like to be able to use these photographs and videos for promotional and publicity purposes. On the day and before taking the images, we ask permission from those at the pool at the time.

We have a no photography policy amongst our staff and family members attending the sessions and a strict no camera policy in the changing areas. Should any person be identified as filming or photographing, the instructor will inform the session and filming/photographing must stop immediately and without incident.

These photographs and videos will not be used by Mighty Splash for any other purposes. By participating in the session photograph and/or videos, you accept that other parents who participate may be given a copy and that Mighty Splash has no control over its use by you or other parents.

We continually strive to improve the teaching standard of our workforce and, on occasion, we may video-record a session being taught by a instructor. We will endeavour to notify you in advance of this happening. The camera is focused on the instructor and the video recording will only be seen by the instructor and their assessor. The video will not be used for anything other than for the instructor to gain feedback from their assessor. Once the instructor has qualified, the video will be securely destroyed.

We expressly forbid the right to reproduce any part of our sessions in any form (e.g. on the internet, DVDs, photographs, etc.). Anyone suspected of continually filming or photographing the lessons for any purpose of publication, or for any other purpose whatsoever, will be asked to stop filming, delete the footage/photographs, and leave the session.

Mighty Splash cannot be held liable for the actions of third parties and, therefore, excludes to the fullest extent possible by law, any liability arising from a breach of this section headed "Video and photography" by any party.

Dress, valuables and jewellery

All participants should wear appropriate clothing; swimming costumes and trunks are a must. These should be close fitting to reduce drag in the water. Additional layers such as swim tops and wetsuits are allowed providing, they do not hinder the swimmer's ability in the water. Goggles and swimming hats are optional.

We reserve the right to refuse entry to anyone who is not suitably attired.

All property left in changing rooms or on poolside, and all property (including prams) left in entrance halls or outside, is left at your own risk. We cannot accept any responsibility for the loss or damage of any personal possessions. Please ensure all jewellery (except wedding rings) is removed before entering the water. Religious items may be worn providing they are not a hazard to the individual swimmer or other swimmers in the class.

Adult and child sessions

Unfortunately, we can only accommodate one adult in the pool at a time with each child, who must be either the child's parent or designated carer and over 16 years of age.

Sessions will be delivered in the pool at various depths. Ideally the adult has some swimming ability and is confident in water. Nervous adult swimmers may find it difficult to support and encourage a positive learning experience for their child. Please do inform us in advance if the adult has limited or no swimming ability. We are very happy to provide guidance and take suitable steps to support.

Nappies and changing your child

Without exception, all babies/toddlers, regardless of age or whether they are potty trained, must wear the double nappy system: either reusable cotton nappy or a disposable paper swim nappy with a Happy Nappy® or Neo Nappy® on top.

Babies wearing any other attire, including wetsuits or warmers etc., must still wear a Happy Nappy® or Neo Nappy® and disposable paper swim nappy.

Please dispose of used nappies in the appropriate sanitary bin or take your nappies home with you if a sanitary bin is unavailable. Never leave nappies in an open bin (including those within the venue grounds).

Pool/poolside health and safety

Strictly no eating inside the venue. Please be considerate towards other users of the pool with serious airborne allergies.

No outer footwear or prams should be taken onto poolside or into changing rooms. Please use blue overshoes (if available) or go barefoot if you prefer.

Please always try to shower both yourself and your child before entering the water. Removing body lotions, perfumes, etc. before swimming contributes significantly to maintaining water quality.

Do not enter the pool until the current session has finished; please always wait to be invited to do so by your instructor.

Spectators

Unfortunately, space is limited, and the pool hall can get noisy. We ask that families limit the number of spectators to ensure the enjoyment and safety of all involved. Children running on wet surfaces can very easily slip and hurt themselves. At busy times we may ask for additional visitors to wait elsewhere and we reserve the right to ask anyone to leave the poolside at any time. Restrictions for swimmers or spectators may apply to certain sessions and you will be informed of these in advance.

Always adhere to pool rules at individual venues. Not all our venues permit spectators on poolside. Please work with us to ensure we follow these rules.

However, we are happy for other members of your family, friends, or childminders to bring your child to sessions. Anyone new to the session must let the instructor know at the beginning of the session, including making the instructor aware of any health issues, so they can provide the extra help and advice that will be needed.

Withdrawal of service

At Mighty Splash Swim School, we are committed to treating all customers fairly and respectfully. In return, we expect all customers to treat our instructors, assistants, office team, partner organisations, and representatives with the same level of respect and courtesy.

We may, at our own discretion, refuse entry, withdraw services and cease communication if it is felt that the customer's behaviour or the behaviour of those associated with the customer is unreasonable or becomes an issue of health and safety. In such cases, no refund will be issued.

How we will use your Personal Information

We will use the personal information you provide to us to:

- provide you with products and services,
- process your payment those products and services
- Inform you of any operational changes that may affect those products and services, and
- if you agreed to it during the booking process, we will inform you about similar products that we provide. You may stop receiving these communications at any time by amending your contract.

Where we extend credit to you for the sessions, we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

We will only give your personal information to other third parties where the law either requires or allows us to do so.

Exclusion of liability

Except in the case of death or personal injury arising as a result of negligence, lack of due diligence, breach of duty, or any other circumstance where liability cannot be excluded by law, your participation, or that of your spouse/partner, your child, or those in whose care you have placed your child at Mighty Splash sessions is done so entirely at your and their own risk.

Safeguarding

We are committed to providing good child safeguarding practice for all our swimmers and we have adopted the STA Policy, a copy of which is held by the Mighty Splash office and can be viewed and downloaded from the STA website www.sta.co.uk/policies/safeguarding-policy/. We believe that good safeguarding and fair play are paramount for all our swimmers.

If you have a question or concern regarding child welfare, the Mighty Splash Welfare Officer should be informed on office@mightysplash.com or call 01225 800212.

Alternately, contact the STA's Designated Safeguarding Officer (DSO): +44 (0)1922 748642* / childprotection@sta.co.uk or the National Society for the Prevention of Cruelty to Children (NSPCC) child protection helpline (24/7 service): 0808 800 5000 / help@nspcc.org.uk

Changes to terms and conditions

From time to time, we may update these terms and conditions by sending you either an updated version or notification of minor changes. You are free to not accept these changes, but we would ask you to notify us in writing of your non-acceptance within 14 days of your receipt, failing which we will be entitled to treat our agreement with you as being subject to the updated version.

Other important terms

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 ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer, you may contact us to end the contract within 14 calendar days of us telling you about it, and we will refund you any payments you have made in advance for sessions not provided.

The contract is between you, the and us. No other person shall have any rights to enforce any of its terms. 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.

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 or 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 provide the sessions, we can still require you to make the payment at a later date.

Which laws apply to this contract and where you may bring legal proceedings

These terms and conditions are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.