

NEOSWIM LTD

Bespoke Private Lessons Terms and Lesson Policy

Version 4.0 | Effective from 7th Sept 2026 | Supersedes version 3.1 (May 2026)

These terms govern the swimming lessons NeoSwim Ltd provides at your own pool. They form the contract between you and NeoSwim Ltd when you make a booking. Please read them before your first lesson.

Your instructor is an independent self-employed professional engaged by NeoSwim to deliver your lessons. Your contract is with NeoSwim Ltd, not with the instructor. All bookings, changes, cancellations and payments must go through NeoSwim.

1. Booking and payment

- 1.1 All lessons must be booked through NeoSwim. Please do not arrange lessons directly with an instructor — we cannot guarantee cover, insurance or safeguarding for anything booked outside our system.
- 1.2 Lessons are available as one-to-one or two-to-one sessions, with a minimum duration of 30 minutes.
- 1.3 All payments are made to NeoSwim, never directly to an instructor.
- 1.4 Payment is due in advance of the lesson. We will not confirm a booking until payment has been received.
- 1.5 Rescheduling must be arranged through NeoSwim and not directly with your instructor. A request to move a lesson made with less than 48 hours' notice is treated as a cancellation under section 4 and a fresh booking.
- 1.6 You must complete our medical and liability declaration before the first lesson, and again once every twelve months. We cannot deliver a lesson without a current declaration on file.

2. Your pool and your responsibilities

- 2.1 You are responsible for the safety and cleanliness of the pool and poolside, for appropriate signage, and for keeping the area free from hazards.
- 2.2 You are responsible for holding adequate insurance and liability cover for lessons delivered in your pool. Please check with your insurer that instruction by a visiting professional is covered.
- 2.3 Please be ready to enter the water at the agreed start time, so that the full lesson can be delivered.
- 2.4 Where the instructor is required to enter the water, please provide a suitable private area for them to change.
- 2.5 If the swimmer is under 18, or is an adult who may be considered vulnerable, **a parent or guardian must remain on poolside for the whole lesson.** Swimmers aged 16 and over may be unaccompanied only where a parent or guardian has given prior written consent.
- 2.6 Only the swimmers booked into the lesson may be in the water during it. Children with lessons immediately before or after may not remain in the pool unless both you and the instructor agree. This is for everyone's safety and to keep the lesson focused.

2.7 Your instructor will carry out a visual safety check on arrival. **If in their professional judgement the pool or poolside is not safe, the lesson will not go ahead and will be charged in full.** We would always rather have that conversation than take a risk with a swimmer.

3. Your instructor

3.1 Every NeoSwim instructor holds, as a minimum: a current ASA, STA or Swim England Level 2 swimming teacher qualification or equivalent; a current first aid qualification and pool safety or rescue award; an Enhanced DBS certificate including the children's barred list; their own professional insurance; and at least five years' teaching experience.

3.2 Your instructor will arrive at least five minutes before the lesson is due to start.

3.3 Instructors decide how to teach — lesson structure, drills, pace and progression are matters for their professional judgement, tailored to the swimmer.

3.4 **Occasionally an instructor may arrange for another qualified instructor to cover a lesson in their place.** Any substitute must meet every standard at 3.1 — the same qualifications, first aid, insurance and DBS clearance. We will tell you who is coming in advance whenever this happens, and your fee does not change.

3.5 If your instructor is running late they will let you know, and NeoSwim will contact you as well wherever possible.

4. Cancellations, lateness and refunds

We ask you to give as much notice as you can. Your instructor reserves that time and turns down other work to hold it, so late cancellations cannot be refunded in full.

4.1 To cancel or move a lesson, contact NeoSwim — not your instructor directly. Notice runs from the time we receive your message to the time the lesson was due to begin.

4.2 Refunds are calculated as follows:

Notice you give us	Refund to you	What this means
More than 48 hours	100% — full refund	The slot can usually be resold. Nothing is charged.
Between 24 and 48 hours	50% refund	Half the lesson fee is retained to cover the instructor's reserved time.
Less than 24 hours	No refund	The lesson is charged in full. The slot cannot realistically be filled at that notice.

4.3 The same scale applies where a lesson is cancelled because the pool or poolside is unsafe, or because a required parent or guardian is not present, or because no current medical and liability declaration is on file. In each case the lesson is treated as cancelled at that moment and charged in full.

4.4 If you are running late, please tell us as soon as you can and we will pass it on. Whether the lesson can be extended to make up the time is at your instructor's discretion — they usually have another booking to reach, so please expect the lesson to end at the originally scheduled time.

4.5 If **NeoSwim or your instructor cancels a lesson**, you will be offered an alternative slot or a full refund, whichever you prefer. Where we cancel with less than 24 hours' notice and cannot offer a suitable alternative, we will refund you in full.

4.6 Refunds are returned to the original payment method and typically appear within 5 to 10 working days, depending on your bank.

5. Safeguarding

5.1 NeoSwim takes the safety of children and vulnerable adults seriously. All instructors are DBS-checked and work to our safeguarding policy, available on request.

5.2 If you have any concern about an instructor's conduct, please contact NeoSwim directly and immediately at contact@neo-swim.co.uk. We will respond promptly and confidentially.

6. Your information

6.1 We collect and hold the personal data needed to deliver lessons safely — contact details, the swimmer's age and ability, and the medical and liability declaration. We handle it in accordance with the UK GDPR and the Data Protection Act 2018.

6.2 We share with your instructor only what they need in order to teach safely. Instructors may not use your details for their own marketing.

6.3 You may ask to see, correct or delete the information we hold at any time by emailing contact@neo-swim.co.uk.

7. Liability

7.1 NeoSwim holds public liability insurance. Our instructors hold their own professional insurance in addition.

7.2 Swimming carries inherent risk. We are not liable for loss or injury arising from the condition of your pool or poolside, from inaccurate or incomplete information given in the medical and liability declaration, or from a failure to supervise as required by clause 2.5.

7.3 Nothing in these terms limits or excludes our liability for death or personal injury caused by our negligence, for fraud, or for anything else that cannot lawfully be limited or excluded. Your statutory rights as a consumer are not affected.

8. General

8.1 We may update these terms from time to time. The version in force at the date of your booking applies to that booking, and we will give you reasonable notice of any change.

8.2 These terms are governed by the law of England and Wales.

8.3 Questions about anything in this policy are welcome — please email contact@neo-swim.co.uk.