

# fastfins<sup>®</sup> REGISTRATION FORM

## Please complete using CAPITAL LETTERS

- 1** Applicant's Name (1) \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Applicant's Name (2) \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Applicant's Name (3) \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Parent's Name (*Child Registrations only*) \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Postcode \_\_\_\_\_  
Tel (Mobile & Home) \_\_\_\_\_ Tel (Work) \_\_\_\_\_  
Email Address \_\_\_\_\_

- 2** Details of **any** existing medical conditions \_\_\_\_\_  
\_\_\_\_\_

**3** **FASTFINS' TEACHING VENUE** ( ✓ as appropriate)

- Ethos, Sport Imperial, Imperial College London, 7 Prince's Gardens, South Kensington SW7 2AZ  
 The Kensington Close Hotel, Wright's Lane, Kensington W8 5SP  
 Sport Imperial, Imperial College School of Medicine, Norfolk Place, Paddington W2 1PG

**4** How did you hear about FastFins? ( ✓ as appropriate)

- FastFins website  Via an existing FastFins' client  
 Press  Other (please give details) \_\_\_\_\_

**5** How will you be paying for your FastFins' course? ( ✓ as appropriate)

- Cheque (payable to 'FastFins')  Internet or Bank Transfer (BACS)  Cash

**6** *I have read FastFins' Terms & Conditions and understand that these will govern my Agreement with FastFins.*

Client Signature \_\_\_\_\_ Date (dd/mm/yy) \_\_\_\_\_

## For office use only

**7** **LITTLE FINS**

- Little Fins Level I  
 Little Fins Level II  
 Little Fins Level III  
 Little Fins Level IV  
 Little Fins Level V  
 Little Fins Level VI  
 Little Fins Level VII  
 FastTrack

**FASTFINS LONDON SC**

- StarFish (pre-club)  
 Yellow Tails  
 Dolphins  
 Marlins  
 Stingrays  
 Hammerheads  
 Masters  
 ASA Registration?  
 Club Rules?

**ADULTS**

- Beginner  
 Intermediate  
 Advanced  
 Group  
 Individual  
 Shared

**ADDITIONAL NOTES**

# fastfins<sup>®</sup> TERMS & CONDITIONS

IT IS AGREED as follows:

## 1 DEFINITIONS AND INTERPRETATION

- 1.1 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice-versa.
- 1.2 FastFins reserve the right to vary these Terms and Conditions periodically as may be required and the Client agrees that the latest version as published on the FastFins website at [www.fastfins.co.uk](http://www.fastfins.co.uk) will govern the Client's Agreement with FastFins and supersede all previous published editions, paper or electronic.
- 1.3 The headings contained in this Agreement are for convenience only and do not affect their interpretation. *In this Agreement the following terms shall have the meanings as defined:*

*FastFins* is the trading partnership of Mr Jonas and Mrs Gabriela Grau. These Terms and Conditions will also govern (in conjunction with separate Club Rules) the Client's Agreement with the FastFins London Swimming Club (a separate, not-for-profit community organisation);

*Coaching Services* means the services provided by FastFins and/or FastFins' Staff in the performance of any obligation to teach, coach or train any Student in the sport of swimming;

*Teacher* means the swimming instructor or coach who provides the Coaching Services on behalf of FastFins to the Client and/or his child (the 'Student');

*Student* means any person (adult or child) who is taught, coached or trained in the sport of swimming by a FastFins Teacher;

*Registration* means the process of enrolment or re-enrolment of a Student on any FastFins swimming course. Students will be considered as candidates for entry to FastFins when a Registration Form has been completed and submitted (new Registration's only), together with any course fees payable. Admission of any Student will be subject to the availability of a place and a Student satisfying any admission criteria that FastFins may require.

*The Client* is the person who has parental responsibility, individually and/or jointly for a child or may also be an adult Student. The Client is expected to ensure that the Student maintains appropriate standards of punctuality, behaviour, diligence, language and discipline whilst enrolled on any of FastFins' swimming courses;

*Term or Semester* means the period between and including the first and last days of each FastFins' Term;

*Sibling* means two or more children having one or both parents in common;

*Confidential Information* means trade secrets and information relating to FastFins and any service providers, employees, sub-contractors, Clients, matters of Health and Safety and any information, the release of which could damage FastFins' reputation or commercial interests, endanger staff or Clients, together with any information that is legally privileged. It also means any information which is described as confidential, plus any information that is treated as confidential and any information in respect of which FastFins has a duty of confidentiality to a third party. Confidential Information also includes any and all information which FastFins is not obliged to release under the Freedom of Information Act 2000 (the Act) and should the Client be uncertain whether any information falls within the Act he will not disclose such information unless or until he has received permission to do so from FastFins.

## 2 OUR TEACHING AGREEMENT

*FastFins agree to ensure that:*

- 2.1 Only suitably-qualified Teachers (accredited by the United Kingdom's Amateur Swimming Association or similar national or international organisation) are appointed and that safe-recruitment procedures are followed when new members of teaching staff are engaged.
- 2.2 A comprehensive public liability insurance policy is in force at all times.
- 2.3 Expert teaching methods are implemented, which focus on achieving measurable results.
- 2.4 Appropriate Health and Safety (H&S) procedures are followed at all times.
- 2.5 Swimming tuition is provided in carefully-selected pools, where water temperature and quality are regularly monitored.
- 2.6 Teaching cover is provided in the event of any Teacher absence.
- 2.7 FastFins will keep confidential any Confidential Information about the Client and comply with the provisions of the Data Protection Act 1998 in relation to the processing of personal data.

## 3 CLIENT AND STUDENT OBLIGATIONS

- 3.1 The Client must remain on the premises during a Student's swimming lesson and supervise his conduct at his FastFins' teaching venue.
- 3.2 The Client must disclose any existing medical conditions at the time of the Student's Registration or immediately should a medical condition be diagnosed in the future.
- 3.3 In the event that a Client is absent for whatever reason, the Client authorises FastFins *in loco parentis* to make decisions for the proper safeguarding of the Student's well-being.
- 3.4 The Client hereby gives his consent to any such physical contact as may be lawful, appropriate to the requirements of teaching and to provide comfort to any Student who, for whatever reason, may be distressed or to take appropriate steps to preserve a Student's health and well-being.
- 3.5 The Client consents for any Student in FastFins' care to receive emergency medical treatment by a person who is suitably qualified, crucial to the Student's health and well-being or in the event that a Client cannot be notified immediately about a medical emergency or injury sustained by a Student whilst attending any FastFins' course.
- 3.6 Under no circumstances is any FastFins' Teacher to be distracted or interrupted whilst any class is in progress, nor should any attempt be made to assist him in the performance of his teaching duties unless specifically requested to do so by the Teacher or another member of FastFins' staff.
- 3.7 A Student must not enter the water before the scheduled start time of his lesson and must leave the pool immediately after his class has finished.
- 3.8 The Client undertakes to observe the rules and regulations at the Student's respective FastFins' teaching venue at all times.
- 3.9 The Student must behave in an appropriate manner when registered on any FastFins swimming course. FastFins reserve the right to exclude any Student from continuing his course for repeated misbehaviour before, during or after class or if the rules and regulations at any FastFins' teaching venue are repeatedly broken, causing risk to himself or others or in the event that the Student's behaviour has been detrimental to the general running of FastFins' courses or reputation.
- 3.10 In the interests of hygiene, the Client (and his companions) must not wear outdoor shoes whilst in the swimming pool area of any FastFins teaching venue.
- 3.11 Should a Student be absent from class for two or more consecutive weeks, the Client must notify FastFins. In the event that a Student is absent for four weeks or more and no written notification or explanation of such absences is provided to FastFins by the Client, FastFins reserve the right to make his place available to another Student.
- 3.12 FastFins shall be the sole arbiter in deciding any Student's swimming level and ability and/or his readiness to progress to any higher swimming level.
- 3.13 FastFins holds appropriate public liability insurance as is required by law. However, it is the sole responsibility of the Client to ensure that separate insurance cover is in place to cover any Student's personal property when he attends any of FastFins' courses. FastFins accept no liability for any loss of personal property sustained by the Client or Student.
- 3.14 At those teaching venues where FastFins swimming hats (latex or silicon) are provided to the Student (children only) where hat colour is used to denote a FastFins' swimming level or group, such form part of the required FastFins uniform. Only FastFins' hats will be deemed as acceptable head-wear during any FastFins' classes or training sessions. Accordingly, the Student is required to bring his hat to every FastFins' class or training session. Any swimming hat lost or damaged by a Student must be replaced at the Client's expense.
- 3.15 In addition to any information which may be freely available on FastFins' website, communications will only be sent to the Client via email. Therefore, it is incumbent upon the Client to ensure that any contact details (including email addresses) supplied by him, and held on file by FastFins, remain up-to-date. FastFins accept no liability for any ensuing communication failure or for any Student Registration, which lapses because the Client has neglected to notify FastFins of an email address change and/or any other salient contact information.
- 3.16 The Client hereby acknowledges that under the provisions of the Copyright, Designs and Patents Act 1988 and the Registered Designs Act 1949, as amended, all copyright, trademarks, patents and other intellectual property rights deriving from the Coaching Services shall belong to FastFins, including any documents or other works prepared by any Client or Student and the Client further undertakes to keep confidential any Confidential Information relating to FastFins to which he may be privy during the course of his dealings with FastFins.
- 3.17 The Client undertakes to support FastFins' aims and uphold FastFins' good name and reputation.

## 4 FEE PAYMENTS

- 4.1 Payment for all FastFins' swimming courses must be made in advance and in full by the course Registration deadline or any other date as may be specified by FastFins. FastFins will not guarantee a place on any swimming course until such time as payment is received. FastFins reserve the right to exclude any Student at any time without notice if course fees remain outstanding. His place will automatically be made available to any other Client waiting to register.
- 4.2 It is the Client's responsibility to ensure that Registration and payment procedures are strictly adhered to. Registration for any FastFins course will not be considered complete until payment is received in full. Accordingly, FastFins shall not be held liable for any course place, which lapses because payment is not received by the due date and is subsequently offered to another Student because Registration and payment deadlines were not observed.
- 4.3 FastFins are unable to refund, replace or 'make-up' lessons missed, regardless of the prevailing circumstances and fees will not be refunded or waived for any Student absence, which occurs because of sickness or in the event that any semester is shortened or a holiday period extended or if a Student's school Term dates differ from those of FastFins or for any other reason except at the exclusive discretion of FastFins. Similarly, FastFins are unable to refund a Client in the event that a Student refuses to enter the water for his swimming lesson.
- 4.4 FastFins reserve the right to apply late payment charges comprising either an administration charge of £40.00 and/or simple interest calculated on a daily basis at 1.5 per cent per month, from the first advertised day of each Term, and all other administration and legal costs in relation to any monies, which remain unpaid by the due date for the payment of fees.
- 4.5 Course fees which are paid to FastFins by cheque will not be deemed to have been settled until such time as the Client's cheque has cleared.
- 4.6 Any Client cheque which is returned to FastFins unpaid by the bank upon which it was drawn will incur a £20.00 surcharge, which will be added to the total of fees outstanding.
- 4.7 When a Client pays course fees via internet or bank transfer (BACS), it is the sole responsibility of the Client to include his surname as a reference for the transaction and send an email notification to FastFins (using [info@fastfins.co.uk](mailto:info@fastfins.co.uk)), advising that payment has been made using this method. FastFins accept no liability for any BACS payments made by the Client, which cannot subsequently be reconciled because insufficient or unclear references were appended to the transaction by the Client.
- 4.8 Any sum tendered which is less than the amount owing will be accepted by FastFins on account only and any outstanding balance must be paid by the Client within seven days of the payment due date or a late-payment charge of £40.00 will be applied.
- 4.9 FastFins' family-discounted rates only apply when two or more Siblings are registered during any given semester at one or more of FastFins' teaching venues.
- 4.10 The payment of course fees is the responsibility of every Client who signs the FastFins Registration Form. Any separate agreement that may exist between a Client and a third party to pay course fees to FastFins does not absolve the Client from any liability, which may arise under these Terms and Conditions unless agreed separately in writing.
- 4.11 Unless agreed otherwise, all course Registrations and payments should be made via a member of FastFins' management only and not via any of FastFins' Teachers.
- 4.12 In the event that a Student is excluded for repeated misbehaviour during any FastFins class, FastFins shall be under no obligation to refund his course fees.

## 5 GENERAL CONDITIONS

- 5.1 A minimum of 24 hours notice is required to cancel any adult individual or shared class or a fee equal to 100 per cent of the tuition fees for the scheduled class will be applied.
- 5.2 In the event that FastFins are unable to provide classes for whatsoever reason, every reasonable effort will be made to reschedule classes as quickly as possible.
- 5.3 FastFins accept no liability for any breach of any obligation owed to a Client, resulting from causes beyond FastFins' reasonable control, including, but not limited to, acts of God, enemy, fire, flood, disease, explosion or other catastrophe or any action or failure by a third party, which results in the temporary or permanent curtailment of any of FastFins' Coaching Services.
- 5.4 Whilst FastFins will endeavour to ensure continuity of teaching staff during any Term, FastFins reserve the right to change Teachers at short notice for operational reasons, including, but not limited to, staff sickness, or in the event that circumstances beyond FastFins' reasonable control so require.
- 5.5 FastFins reserve the right to amend any class or course schedule from one Term to another or cancel such in exceptional circumstances.
- 5.6 This Agreement shall be construed in accordance with the laws of England and Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales.