

The following Terms & Conditions form the basis of a Contract between You & AQUAnimals Swim School

Please take the time to read through this document carefully: The definitions of words used throughout this document are listed below:-

- 'The Swim School' means AQUAnimals Swim School Ltd
- 'We' 'Us' or 'Our' means The Swim School
- 'Guardian' means a person other than a parent who brings the Infant / Child to the Lesson
- 'You' or 'Your' means the person(s) accepting this Contract
- 'Course' means a block of classes or lessons running once each week concurrently. Different courses have a differing number of classes/lessons.
- 'Classes' or 'Lessons' means a single event lasting a specific amount of time. E.g. Swimming up to 30 minutes or Baby & Adult or Pre-School are still classed as 'Classes'.
- 'Instructor' or 'Teacher' means an Employee provided by The Swim School who shall teach the Lessons
- 'Premises' means the pool at: - Unit 12 Rookery Business Park, Silver Street, Besthorpe, Attleborough, Norfolk, NR17 2LD. We follow current good practice and take advice from recognised governing bodies such as the Swim England (Swim England) Swimming Teachers Association (STA) and Royal Lifesaving Society (RLSS). Our swim school lessons do not exceed recommended guidelines on staff-participant ratios. In all cases the ratio will not exceed 20:1 and in many cases are much lower than this, especially in beginner lessons. For health and safety reasons no person must enter the pool hall until all members of staff are on site. **Our responsibility** - All lessons are taught and supervised by fully qualified swimming instructors. We will supervise children only in the pool. **Your responsibility** - Children must be accompanied by an adult, who will remain on site at all times during the lesson. You will remain responsible for your child at all times whilst on the premises and throughout each Lesson including changing, toilets and using the car park.

Our Guarantee:

We guarantee to provide safe, child-led, quality lessons that enhance bonding, build confidence and increase development and ability, using suitably qualified instructors at all times.

Conditions applying to all Classes/Courses

General Rules:

- A copy of the swim schools public liability insurance policy is available upon request.
- Photography is not allowed in the pool vicinity or of the pool itself or of lessons at any time. However at times the Instructor may ask for your permission to use videography for stroke improvement and pictures for publicising the Swim School. Express permission will be sought prior to any videography/photography taking place.
- Safety is our first concern and we reserve the right to remove anyone from the Premises should we feel that safety is in anyway compromised.
- Shoes must be removed, or overshoes worn before entering the changing rooms and poolside.
- Changing facilities are available at both Premises hired by The Swim School however in accordance with good practice and Safeguarding regulations, children aged 9yrs or over must not use the opposite-sex facility and parents of 9yrs or over may not accompany the child into an opposite-sex changing area or toilet facility. If your child / infant is 9yrs or over and requires assistance for any reason please speak with the Instructor prior using the facilities.
- Any behaviour which is perceived as threatening or abusive towards staff, other Guardians or anyone at the Premises will not be tolerated. You will be asked to leave and not return. Anyone asked not to return will not receive any refund whatsoever.

Re-booking:

Demand for places in our swimming classes are high; to effectively manage our availability we operate an automatic re-booking process. This means that once you have a space, we will automatically re-book it for you for the next term however only for a period of 7 days in which payment must be received either in full or £25 deposit and monthly payments via Direct Debit set up. Your place after 7 days is not confirmed without payment and could be offered to new swimmers, although we will endeavour to contact you to clarify your intentions.

In each active term we will email you details of the new upcoming term. This email will contain information about the new term start date, the date on which automatic re-booking will start and deadline dates. If you want to change time or day, or stop swimming altogether, you must advise us by email before the deadline.

Taking Payments:

- Payment is due before the start of all lessons either in full or by means of a deposit. Once your space has been re-booked you will receive a booking & payment confirmation. We operate a no fee; no swim policy.
- If you are paying by cash then payment must be received before the deadline. It is not possible to bring payment with you on the day of your first class if agreed by the swim school.
- Accepted payment methods are in full by cash or electronic transfer or by means of a deposit in advance followed by monthly payments using the child's name as the reference. Monthly payments are available via Standing Order however

we operate a no fee; no swim policy and a deposit of £25 must be received at the time of booking the lessons or at re-enrolment to confirm your place. If paying by Standing Order, payments are due on the first of each month or as outlined on the booking / enrolment form. If payment is not received in any month owed, you can pay the month's amount in cash on the day of the lesson. If this is persistent then we may remove the option of monthly payments to you and discuss an alternative payment method. If payment is not received and we have made contact with you addressing non-payment and the outstanding is not paid, we reserve the right to fill your place with another swimmer and therefore lose your place in the Swim School without further notice.

Refunds and Cancellations:

- AQUAnimals Swim School is under no obligation to refund or transfer any monies in the event that you are unable to attend part of, or the entire course. However, we do understand that children get sick and on occasion you may miss a class – for this reason we operate a discretionary replacement policy. We offer this under strict guidelines; please see the specified section below.
- When the pool is closed or we cancel a class for any reason, we will first attempt to re-schedule your class. Or offer you an alternative class to attend. If neither of these options are possible, we will credit the value of the missed lesson to your account with us for use against the next term fees. If you do not re-book with AQUAnimals Swim School we are not obliged to refund any missed session for any reason.
- If you cancel your booking for the next course within 7 days of the commencement date of the term/course/class, we will issue you a refund minus an administration charge of £25.00. If you cancel your booking for the next course prior to 7 days we will issue you a refund minus an admin charge of £10.
- Once the term has started, we are unable to offer any refund and 100% cancellation fees are applicable.
- If you wish to withdraw your child from the term on medical grounds then we require a letter from your GP or specialist detailing the nature of your child's ailment and confirming that your child has been medically advised not to swim for the period of the relevant term. We also require a formal letter of withdrawal and request for refund from you. Any refund given on these grounds shall be apportioned according to the number of Lessons remaining in the course, from the date of receipt of the aforementioned doctor's certificate and your written notification. The refund will then be sent to you by the end of the current term.
- Any cancellations due to force majeure, power cuts, adverse weather, disasters, terrorism, war and pandemics will not be refundable, as these are out of our control.

Holidays:

If you wish to take a holiday during the course or term, you will still be charged for the full term. You will then retain your place on the course for that term. This condition is inclusive of all bank holidays.

Liabilities:

The Swim School are not liable for any damage or loss to property whilst in the premises (whether being worn or left in the pool/changing rooms) or within the grounds/car park of the premises.

The Swim School will not accept any liability for any accident or injury (including any fatality) to any parent, child, guest or visitor that may occur on the premises or within the grounds/car park of the premises, other than liability which may arise from the negligence of the Swim School or staff. Any such incidents must be reported to the Swim School immediately via telephoning 07780740430 or 01379 687536.

The instructors can lead each class with a Maximum of 5 children from 3yrs upward and 8 Infants & 8 Adults 3months to 3years. However, we usually adopt a small class size of 4 children 3yrs upwards. The group size will always remain within the ability of the instructor and guidelines of Swim England and Instructors Qualification. Our swim school lessons do not ever exceed recommended guidelines on staff-participant ratios.

Swimming specific conditions

- Please shower thoroughly and use the toilet before entering the water as this helps to keep the pool clean. Long hair must be tied back and all makeup, suncream, fake tan, moisturiser etc removed. In the interest of the pool water hygiene and health & safety for the children, we reserve the right to deny entry to the pool to anyone who does not comply with these conditions. We aim to maintain our water temperature at a minimum of 30 degrees, however there are times when the temperature may fall below or rise above this.
- Lessons are up to 30 minutes in duration and run for approx. 12 - 16 weeks per term, 3 terms per year, excluding all bank/school holidays unless advised otherwise. We run in line with Norfolk Schools as this is within the jurisdiction of the pools hired. Refunds/Credits are not given if your child refuses to get into the water or you change your mind or for missed classes.

Sickness:

If you, your child or anyone in the family has had sickness and/or diarrhoea in the last **48hrs** prior to the lesson then you are requested not to visit the center or use the pool. If your child has a heavy cold, sinusitis or an ear infection, they are requested not to swim. Refunds or credits are not given for the above points made.

Baby & Pre-School Swimming Classes:

- Your baby will not be permitted to take part in the lesson unless you or the nominated guardian is able to enter the water with your baby to take full responsibility.
- With the exception of babies' bottles of milk and plastic bottles of water, No food or drink may be taken into the pool facility at anytime. With the exception of milk feeds, parents should refrain from feeding their child in the hour before the class.
- To ensure our pool water remains as pure as possible, all children who wear nappies during the day or night must wear a neoprene happy nappy made by Splashabout, over a suitable swim nappy at all times. Any child not suitably attired will not be permitted to take part in the lesson and no refund will be given for this missed lesson. You, the guardian and the child should not enter the water or approach the pool edge unless invited to do so by the instructor.

Pool Closures and Cancelled Lessons:

On rare occasions pool closures or instructor availability may make it necessary to cancel lessons. Any cancellations due to force majeure, power failure, adverse weather conditions, disasters, terrorism, war and pandemics will not be refundable, as these are out of our control.

If we need to cancel a lesson then we text the mobile phone supplied by you on your booking form. If no mobile number is supplied then we shall call your home number. If no numbers are supplied we cannot be held responsible for being unable to give prior warning of cancellations or closures. If the pool is closed due to a fault on our part that is within our control; such as pool plant failure, water heating or quality problems, then one of the following options will be offered:-

1. A class will be arranged to replace the missed session. This will usually be another day during the week, run during half term or possibly on a weekend but is pool dependent.
2. If the entire class cannot be re-scheduled, A replacement session will be offered in an age appropriate lesson on an alternative day.
3. If we are unable to arrange any of the above options, a credit for the value of the missed lesson may be added to your account with AQUAnimals Swim School for use against the next term fees, if you re-book with the Swim School.

If the pool is closed due to no fault on our part, or an event that is not within our control i.e. through a nappy leakage or a child vomiting in the water, no replacement class will be offered.

Replacement Class Policy:

We understand that life with children means sometimes things don't go to plan! Through holidays, family days and sickness, we know that – from time to time – classes may be missed. At the Swim School, we want you to have all of the classes you book in a term, and because of this, we are flexible in our approach to replacing missed sessions but this is strictly at our discretion and there is no entitlement to have lessons replaced due to missed lessons that fall out of the guidelines already noted.

CCTV :

CCTV is in place at the premises. Signage is clearly visible next to each camera advising that it is in use. The CCTV is in place in reception to monitor who is entering and existing the building, fixed directly above the pool in two opposing areas to ensure the pool is covered at night, to visit if damage is found during private hire, to ensure hirer's have left within their allocated slot, security purposes and for any other reason the Directors of the business feel it reasonable to view real time footage for example if malicious damage is suspected. There is also a CCTV camera fixed in the plant room to check water levels & alarms, safety, anti-tamper & security purposes.

Please note that we publish and confirm the exact dates and times at the time of booking and in your lesson confirmation email. By making a booking and payment, you are agreeing to our terms and conditions and to attend on the same day and time for the duration of the term.

Contact / Feedback / Complaints:

If you would like to or need to get in contact with the Swim School please email aquanimals@yahoo.com or use 07780740430. We are using Facebook under AQUAnimals Swim School and can receive contact via that page also. In the event of a complaint arising, you should initially approach the Instructor if appropriate otherwise direct an email to the Swim School for a satisfactory conclusion.