

Welcome to Aqualife Swimming Limited. We guarantee to provide safe, quality swimming lessons that build confidence and ability, using qualified swimming teachers at all times. We are a STA Accredited Training Centre and all Swimming, Aquatic classes and Instructor Training courses will be delivered in line the STA Code of Practice.

It is important for all members of Aqualife Swimming Limited to agree and adhere to our **Terms & Conditions** and **Code of Conduct**, detailed here:

1. Enrolment Conditions

Full Payment is required upon receipt of an enrolment form and the invoice issued by Aqualife Swimming Limited. A place cannot be confirmed unless payment has been made.

Any payment plan or payment breaks must be agreed in writing by Anna Hodges, Partner, Aqualife Swimming Limited. Any payment plan agreed applies to the whole term and cancellation terms will remain the same as set out in Clause 4 of these terms and conditions. Payments can be made by Cheque, Cash, by Debit or Credit card on poolside or Bank Transfer. Cheques should be made payable to "Aqualife Swimming Limited".

Places will be offered termly to existing clients and all new spaces will be offered to the waiting list in the first instance and then allocated on a first come first served basis. Demand can be high so prompt registration is advised and places will only be held for 48 hours.

All parents and swimmers must agree and adhere to the Aqualife Swimming Limited Terms & Conditions and Code of Conduct. These terms will be attached to your invoice for the term and payment is acceptance to say they understand and agree to them.

If you wish to take a holiday during the term, you will still be charged for the full term and we are unable to offer make up classes. You will of course retain your place on the course.

2. Waiting Lists

There are a maximum number of participants for each session. Should classes be full then a waiting list will be put into operation. As soon as a new place becomes available, in the appropriate ability level, you will be offered that place. Please inform the Aqualife Swimming Limited as soon as possible if you no longer wish to be kept on the waiting list.

3. Data Protection

The member consents to Aqualife Swimming Limited processing any personal data they provide as a result of enrolment/re-enrolment. Data will not be sent to any third party. Full details of our Data Protection and Privacy Policies can be sent upon request or found on our website: www.aqualifeswimming.com

4. Cancellations of Termly Lessons

All requests to cancel must be made in writing with supporting medical evidence if relevant. Cancellations received 7 - 14 days prior to the start of the course will be

subject to a cancellation charge of 20% of the specific term's full booking fee. If you cancel your place within 7 days of the start of term that you have enrolled and paid for, we will refund 50% of the fees. If you cancel your place after the start of the term, then no refund will be given.

Refund/credits are not given if your child refuses to get into the water or you change your mind.

Missed classes cannot be refunded or carried over to following courses.

If you have issues you would like to raise in relation to your child's lessons, please speak to the Pool Co-ordinator or contact the Aqualife Swimming Office straight away (info@aqualifewimming.com / 07969 164138), as it is more difficult to address these if you leave it until the end of term.

Should a lesson already in progress or about to start and have to be cleared for any reason then Aqualife Swimming Limited is under no obligation to refund the lesson or part thereof.

5. Cancellation Due to Circumstances beyond our Control (“Force Majeure”)

There may be circumstances beyond our control and contemplation, in which the pool may not be available for Aqualife Swimming lessons or swim sessions. Examples of these circumstances (but are not limited to) damage to the pool, severe weather conditions including snow and ice, power failures, industrial action, war, political unrest. Such circumstances are referred to as Force Majeure. In such cases no refund will be issued.

In the event that there is a pool closure, our main mode of communication will be email and a text message. We suggest that you check your inbox before the start of any swim session.

6. General Cancellation Policy

Aqualife Swimming Limited reserves the right to change or cancel a course at any time. Arrangements will be made to reschedule any cancelled classes by adding in an additional date(s) at the end of term or offering a make up class within the current term schedule at an alternative Aqualife swim session. If Aqualife are unable to provide alternative dates or make up sessions, a credit will be added to your invoice for the following term or a refund for the cancelled session(s) will be issued in accordance to the refund policies set out in Section 6 and 7 of these Terms of Conditions. Circumstances where refunds will be given apply to chemical imbalances; instructor sickness and mechanical and structural issues of the pool only.

7. Holidays

If you wish to take a holiday during the term, you will still be charged for the full term. You will of course retain your place on the course for that term.

8. Medical

When you sign our **terms & conditions**, you take responsibility for the fact that, should you answer 'yes' regarding any medical or special educational needs or conditions you or your child might have, you have consulted with a doctor before starting with us. This responsibility is passed on to any other parent or carer who might bring your child swimming.

Medical conditions along with any Special Educational Needs must be disclosed to Aqualife Swimming Limited regarding the health of you, your child or those who you have placed your child in care with for the purpose of attending swimming sessions. All information received is treated in confidence and with sensitivity.

If your child has a heavy cold, sinusitis, an ear infection or has suffered with sickness or diarrhoea within the past 48 hours we recommend they do not swim. Following on from sickness we request your child be clear of any symptoms for 48 hours prior to attendance at class.

If a swimmer has broken a limb, requires an operation or has been given a medical reason why they cannot attend the remaining lessons, then we will consider transferring the lessons to the next term, or offering extra lessons if we can accommodate this. This is subject to a doctor's note being received. Only the number of weeks remaining from the term will be held and carried over and the weeks cannot be backdated for missed lessons.

9. Re-enrolment

Swimmers already having lessons with Aqualife Swimming Limited will have priority on places provided they re-book and pay on time. If we do not receive your payment by the due date, as specified, then your child's place may be allocated to another person. If you have a change request, please inform the Office as soon as possible by email. We will then get back to you with possible spaces once all re-enrolments are in. Re-bookings are scheduled towards the end of the second half of the term. All other places are booked on a first come, first served basis.

Aqualife Swimming Limited will endeavour to be flexible in its allocation of time slots. However, it may not always be possible to book or re-book your child's first choice. The group that the child is placed in will be at the teacher's discretion and all classes are subject to time change, we cannot guarantee that your swim time will remain the same each term.

Payment is due before the start of any lessons. Term dates are detailed on Aqualife Swimming's website, invoice and re-enrolment emails and newsletters.

10. Teaching Practices / Working in the Water

All Instructors are qualified, insured and experienced swimming teachers and hold the relevant ASA / STA certificate(s). The Aqualife ethos is to provide small ratios of Swimmer to Instructor, ensuring your child will receive above average attention.

Due to our holistic ethos, many of our Learn to Swim lessons are taught with an Instructor in the water who will assist swimmers with some physical contact to support and aid their learning. Aqualife Swimming Instructors strictly adhere to Child Protection Procedures, are DBS (CRB) checked and receive termly CPD updates in respect to working in the water and Safeguarding Policies.

Aqualife Swimming Limited reserves the right to replace advertised coaches or programmes where unavoidable. If an instructor is unwell or cannot attend a session, Aqualife Swimming Limited will endeavour to provide a cover teacher.

11.Lost Property

Aqualife Swimming Limited does not accept responsibility for any damage or loss of property or articles left on the premises (whether being worn or left in the pool/changing rooms) or within the grounds/car park of the premises. If you have any issues with lost property please do not contact the school directly, telephone or email our office (admin@aqualifесwimming.com / 07969 164138) and we will try to assist.

12.Parking

All our pools are on private school property and surrounding school areas must not be accessed or trespassed on. Please make sure you are parked in the allocated parking spaces only. Please do not park on any grassed areas. **Parents/guardians must supervise children at all times inside and outside the pool building and parking areas.**

If the venue rules are not adhered to, Aqualife Swimming reserve the right to ask clients to leave the premises and terminate the swimming lessons without refund.

13.Client Responsibility

All users of the private pools are to make themselves familiar with the individual pool's rules. These are provided and are displayed at each pool. Parents/guardians are responsible for their children at all times, on poolside, in the changing area and entrance areas. They should always be under the direct supervision of an adult who is not taking part in the lesson and never be left unattended. Children running on wet surfaces can very easily slip and hurt themselves. All participants are not Aqualife Swimming Limited's responsibility until the instructor takes the register for the class. Parents should remain in the pool building when their child/ren is/are swimming. Aqualife Swimming Limited shall not be held responsible for any personal injury or fatality that may occur. Responsibility for all applications of swimming practised outside of Aqualife Swimming Limited's classes both now and in the future is borne by you and not Aqualife Swimming Limited.

14.Photography

Please note that due to child protection regulations photography (including camera phones) and video filming are **NOT** permitted during Aqualife Swimming Limited lessons or photo sessions arranged by Aqualife Swimming Limited. All Aqualife Swimming Limited photography, logos and illustrations are the copyright of Aqualife Swimming Limited (or credited party). Any scanning or reproduction of any of the above without our written agreement will be regarded as being in breach of our copyright and dealt with accordingly. Aqualife Swimming Limited 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 "Photography" by any party.

15.CODE OF CONDUCT

a. Swimmers:

- Swimmers should not eat for at least one hour prior to swimming.
- Please arrive for the teaching session on time.
- Whilst you are waiting for your class, please keep poolside noise down to a minimum so that all lessons can take place in a calm and peaceful atmosphere.
- Only enter the pool (water) once your instructor has invited you to do so.
- Listen to what your instructor tells you. If you don't understand, please ask.
- The following action is seen as disorderly behaviour: running, diving, jumping, ducking, fighting, bombing, shouting and throwing items.
- If you are warned and behaviour persists you will be asked to leave.
- Swimming goggles, including those with ophthalmic prescription lenses, may be worn at the wearers own risk.
- To avoid injury the wearing of spectacles in the water by a swimmer during a session is not recommended.
- Care of spectacles is the responsibility of the parent/guardian.
- Jewellery can be a hazard and should not be worn during swimming, including earrings.
- Appropriate swimwear should be worn at all times in the swimming pool and communal changing areas.
- For parent and baby swimming, a swim nappy should be used held in place by a swimming costume or happy nappy.
- **All nappies must be taken home and not left at the pool.**
- During lessons parents/guardians must not interrupt or communicate with the teacher from poolside, distract the pupils or approach the poolside, unless it is a matter of health and safety, as you may endanger the safety of the pupils and other pool users.
- Please ensure a swim hat is used or long hair is tied up.

16.Pool Safety

In the event of any emergency the person in charge will follow the pool's emergency action plan (EAP). All swimmers and spectators will immediately stop what they are doing and wait quietly for further instructions.

Should it be necessary to clear the pool, when the instruction is given, all swimmers will move to the sides of the pool, leave the water and stand back from the side.

Should it be necessary to evacuate the building no attempt should be made to recover possessions from the changing rooms or anywhere else within the building.

In the interests of hygiene:

- All swimmers must shower and go to the toilet before they enter the water as this helps to keep the pool clean and maximises their learning time.
- Do not take any food or drink into the changing rooms.
- No buggies in the changing rooms, please leave them outside.
- Outside shoes must not be worn in changing areas or on poolside, all outside shoes are to be left by entrance doorway.

- Babies and toddlers are prone to all sorts of mishaps. Our **double nappy system** is pretty fail-safe, but should anyone's lunch decide to make a reappearance, please tell your teacher immediately.
- All babies, until they are potty trained, **must wear double protection nappies** in the pool consisting of a re-usable or disposable swim nappy underneath a leakproof re-usable swim nappy or swimming costume.
- Aqualife Swimming Limited reserves the right to refuse admission to the swimming pool without the appropriate swimwear.
- At the request of all pool owners, used or soiled nappies should not be disposed of in changing room / pool bins. Please double bag and take home.
- Always change your baby on the floor using a suitable changing mat. Do not use any raised areas such as benches, trolleys or tables. This is to prevent babies from rolling onto the floor from high surfaces which can easily happen and is extremely distressing for all concerned.
- Please use the mops available in the changing areas to mop up any puddles of water from wet swimwear or using the shower to avoid slippage and keep the changing areas clean and tidy to ensure a comfortable changing environment for all users.

17.Changes to Terms and Conditions / Code of Conduct

From time to time Aqualife Swimming Limited may update these terms 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.

Contact Us

Should you require any further information or advice please do not hesitate to contact:
Penny Tuckfield or Anna Hodges: 07969 164138 / info@aqualifесwimming.com /
www.aqualifесwimming.com