# **TERMS AND CONDITIONS**

All customers are expected to abide by these terms and conditions. In the unlikely event of failing to do so, a customer may be requested to cease lessons with Sapphire Swim School. A refund will not be eligible in these circumstances. Clients are responsible for their children at all times (except during a lesson where the child is NOT accompanied by an adult carer) Parents/Guardians must stay within the school grounds and be contactable during the lesson and must inform the teacher prior to the lesson of any concerns they have. Customers must accept that at times there will be physical contact between the teacher and their child, in a professional, caring manner. Swimmers should not enter the pool until the teacher says it is safe to do so and must tell the teacher if leaving the pool before the end of the session. Customers should inform the teacher of any health issues that may be relevant. There is a strict nappy policy for those children not yet fully toilet trained. Nappies (including disposable swim nappies) must not be left on the pool premises.

## **Refunds & lesson credits**

Once payment has been made for courses, no refunds will be given under any circumstances.

No refunds will be offered in the case of circumstances outside the control of Sapphire Swim School such as Government lockdowns, anything related to Covid-19, adverse weather conditions, power interruption, and 'act of god' as deemed to be contractually outside of the swim school's control.

In the event a customer is unable to attend lessons due to sickness or holiday, Sapphire Swim School is unable to refund lesson fees as fees secure the length of term agreed at the time of booking.

In exceptional circumstances, for example when a swimmer has been advised by a Healthcare professional to not swim, the customer may be given the option of carrying lessons over to a later date if lesson availability allows. In such cases, each request will be considered individually. Confirmation from the Healthcare professional must be provided.

#### **Lesson Prices**

Classes may be joined at ANY point in the term (and clients pay for the classes remaining). Once payment is received there are no refunds given irrespective of the reason. No discounts are offered for siblings or for groups as the prices are highly competitive.

#### **Clients' Standards**

We appreciate your help with minimising lesson disruptions and incidences of children being sick during lessons. Maintaining hygiene standards and cleaning up

after these problems often results in lessons being rescheduled, a costly inconvenience for other swimmers, us and our venues that can easily be avoided by following these simple steps:

- Before your class, only feed your child a light snack no later than an hour before the lesson starts (no large meals) and take them to the toilet.
- If your child feels unwell, however minor, do not bring them to the pool, and they should not swim again until fully well.
- Lessons that are 30 minutes in duration will be 25 minutes of actual teaching time, with a 5-minute administration time.

Swimmers should not run poolside. They should remove loose-fitting or sharp jewellery, tie back long hair and wear a swimming hat. Replacement hats are charged at £4.00 each. Clients should not drink alcohol prior to the lesson nor eat or chew gum during lessons. Notes on Photography provided further down. Clients should aim to arrive no more than 5 minutes before the lesson and leave no more than 15 minutes after the lesson to help improve changing room comfort. Strictly no women or girls aged 8 and over are allowed in the boys, and no men or boys aged 8 and over are allowed in the girls changing room. If you are more than 10 minutes late you may be refused entry to the lesson

Car seats and pushchairs etc. should not be left in the changing rooms as there is not enough room for them.

Food is strictly forbidden in the pool buildings and mess on the floor should be kept to a minimum. (mud, grass). A member of staff should be informed if the floor is soiled. Strictly no outdoor footwear or buggies are allowed poolside.

All swimmers must shower poolside before getting into the pool. All plasters and hair clips must be removed before swimming in case they come off in the water and then cause damage to pool filters. No make-up or body lotions to be used as these significantly deteriorate pool water quality. Smoking is strictly forbidden within any pool building or school grounds. Abuse to any member of staff either verbal or physical will not be tolerated and will be reported to the appropriate authorities at the sole discretion of Sapphire Swim School. Customers must adhere to the instructions given to them regarding car parking, entry and exit route to pools. Sapphire Swim School cannot be held responsible for any consequential loss or damage to a client's vehicle or property whilst in the pool's grounds.

## **Re-booking**

Customers will be asked during the term (typically mid-way) if they wish to continue with lessons for the next term. Their place may be held for a week for them to renew before the space in the customer's existing class may be offered on a "first come first served" basis to others, both new and existing swimmers.

## **Personal Information**

Sapphire Swim School stores personal information including names, addresses, dates of birth and contact details and is covered by the General Data Protection Regulation (GDPR). We do not keep financial details.

## **Lesson Changes**

In the event of an instructor being absent for a group or private lesson, the swim school is within its rights to change the instructor to make sure that the lesson is covered, and no refunds will be given for lessons because of a change of instructor. Or, in the unlikely event of a 'last-minute' lesson time change or lesson cancellation due to an incident of sickness at the pool (child vomiting or defecating in the water for example) where the pool needs to be evacuated for hygiene reasons, we endeavour to notify the customers via SMS and email as soon as possible. Sapphire Swim School will not reimburse any expenses caused by a customer failing to pick up these messages. The Sapphire Swim School will always try to reschedule any lesson that has not been able to occur, and the customer will always be notified of any changes as soon as possible.

All lessons are provided for the registered participant only and may not be transferred, Assigned or resold under any circumstances.

## **Pool Closures**

In the unlikely event of the pool not being available for use due to technical difficulties or health and safety issues the Sapphire Swim School will go through the following steps:

- 1. Our initial response will be to endeavour, where possible, to reschedule the lessons at the same venue for the nearest available space. This may need to be at a different time and/or a different day due to pool availability.
- 2. When a pool is unavailable on a term basis (in excess of one week), on public health or other grounds (including pandemics) or acts of God, outside of the Sapphire Swim School's control (not including operational issues with the pool), Sapphire Swim School is not responsible for providing any further lessons during that time. In the unlikely event of this being the case and it is not possible to reschedule the classes at the end of the term, Sapphire Swim School will use his/her best endeavours to either provide the remaining lessons in a future cycle or provide an alternative venue. Refunds cannot be offered under these conditions.

Clients will be notified of changes by SMS and email. Sapphire Swim School cannot be held responsible for any additional travel expenses incurred.

# **Lost or Damaged Property**

All property left in changing rooms, or on the poolside, and all property (including prams) left in entrance halls or outside buildings are left entirely at the client's own risk. This also applies to any property damaged during lessons. Sapphire Swim

School cannot accept any responsibility for the loss or damage to any personal possessions. Lost property found during the sessions will be held for 2 weeks.

## **Medical Conditions**

Clients must declare to Sapphire Swim School of any existing medical conditions that they are aware of that the child, or adult if taking lessons, has which may be communicable or possibly be harmful or not to another person. The customer must agree to inform us of any changes in any medical condition or psychological condition as soon as they are aware of them. All information will be kept strictly confidential, and it is at our discretion to accept or refuse any applicant to join in classes. Instructors should also inform us of any medical conditions they may have which could impact on their ability to teach.

#### Illness

Should the child or the adult taking the child into the water have, or develop, any known or suspected medical condition they must consult their doctor before taking them swimming and inform Sapphire Swim School. All information received is treated in confidence and with sensitivity. Customers must never bring the child swimming if they have any illness such as an ear infection, diarrhoea, chicken pox, impetigo, conjunctivitis or merely a bad cold. They must wait until the doctor has given the all-clear before returning to classes. In the instance of sickness and diarrhoea the child must have been clear of all symptoms for at least 48 hours before attending a lesson.

#### Trial lessons

From time-to-time Sapphire Swim School will offer 30-minute trial lessons for an advertised limited period to allow potential customers to experience our lessons and teaching. The cost of a trial class includes the regular class fee in addition to a £2.50 administration . Customers are permitted to book just one trial lesson period. The swim school will contact customers after the trial to establish if a term-time booking is required. No refunds can be given for missed trial lessons and all other swim school Terms & Conditions shared at the time of booking apply to these lessons.

## Withdrawal of service

Sapphire Swim School, at its own discretion, may refuse entry to a client to its courses if it is felt that the client's behaviour is in any way disruptive or unreasonable.

## **Safeguarding Policy & Procedures**

Sapphire Swim School follow the STA Safeguarding policy <u>Safeguarding Children</u>, <u>Young People and Vulnerable Adults Policy – STA.co.uk</u>

## **Changes to Terms and Conditions**

From time-to-time Sapphire Swim School may update its terms and conditions by publication to the website the swim school will be notified of these changes by email. If a client is not happy to accept the changes, they should notify the swim school in writing of their non-acceptance within 14 days of receipt of the changes, failing any such communication from the customer the Swim School will deem that they fully accept the updated agreement and terms.

# Photography/Videography

Photography/videos (other than those taken by our professional photographers) are not permitted at any time. Customers will be asked to give their consent for the photographing or videoing of children or asked to sign a consent form for their child to appear in any photographs or video taken by our authorised photographers. Imagery is shared on our social media channels and for marketing purposes.

