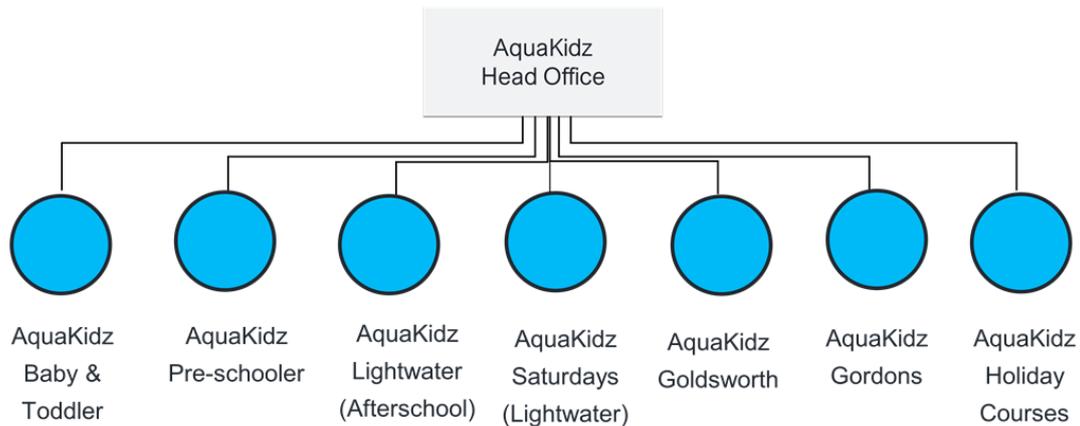




Aquakidz Swimming Lessons Terms & Conditions

AQUAKIDZ SWIM SCHOOL OPERATORS

AquaKidz Swim Academy operates as a service level company, where designated AquaKidz teachers will take responsibility for the operation of sections of the swim school identified below.



Each individual swim school operates under the AquaKidz banner, with a designated specific point of contact for customers if they have any questions regarding the swimming lessons. For data protection purposes, swimmers will remain a customer of the AquaKidz head office and details will only be shared with the individual swim school operator for the time that they are a customer of those lessons.

AquaKidz Swim School Operator	Contact Email
AquaKidz Baby & Toddler (morning classes)	babyandtoddler@aquakidz.co.uk
AquaKidz Pre-schooler classes	preschooler@aquakidz.co.uk
AquaKidz Lightwater Saturday classes	saturday@aquakidz.co.uk
AquaKidz Goldsworth Afterschool classes	goldsworth@aquakidz.co.uk
AquaKidz Lightwater Afterschool classes	lightwater@aquakidz.co.uk
AquaKidz Gordons Afterschool classes	gordons@aquakidz.co.uk
AquaKidz Holiday crash courses	crashcourses@aquakidz.co.uk

REGISTERING FOR LESSONS

In order to attend any lessons, you first have to register with us and you may do so by completing the Registration Form online and agreeing in that form to these Terms and Conditions.

When completing the AquaKidz Registration form prior to your first lesson you will need to disclose any medical information, which may be relevant. **It is your responsibility to inform us of any changes, as soon as you are aware of them.**

BOOKING TERM TIME LESSON

The AquaKidz term time lessons run on a weekly basis over 3 terms. All term dates and details are available on our website: www.aquakidz.co.uk

In order to give existing AquaKidz clients priority for courses each term, we use an automatic re-booking system. Around the mid-point of each term we send an online survey asking if you wish to change venue, day or time, or alternatively that you wish to stop altogether. If no changes are required, you will automatically be re-booked onto the next term. Lesson times may vary slightly, particularly in the September term where the lesson times tend to move slightly later to accommodate the pre-schoolers moving up to the afterschool classes.

Your place on a course is only guaranteed, once we have received payment of the course fee by the date we have specified.

BOOKING INTENSIVE HOLIDAY COURSE LESSONS

The AquaKidz crash courses run during the school holiday periods in accordance with our published course dates, which are available on our website: www.aquakidz.co.uk

Six weeks prior to the start date of the intensive course an online survey will be emailed to all customers on our mail out database. This will allow customers to log their interest in reserving a place on a course and specify availability. Four weeks prior to the start date of the intensive course and email will be sent out confirming the allocated lesson time and course details.

WAITING LIST

We currently have a waiting list for afterschool and Saturday swimming lessons. Swimmers will automatically be added to the waiting list once they have attended an Intensive Holiday Course.

PAYMENTS

Taking Payment for Swimming Lessons

The primary method of collating future lesson fees will be by GoCardless direct debit payments. Once a customer has made an initial lesson payment by direct debit the details stored on a secure payment gateway operated by a third party. Upon re-booking the next terms lessons the customer will receive an email from GoCardless asking them to authorise next term's payment.

If you do not wish to be re-booked for any new term it is vital that you inform the office by the stated re-booking deadline. You can do this by email. If you have authorised your payment for the forthcoming lessons and you have not contacted us by the specified deadline that you do not wish to attend the refunds policy referred to below will apply.

You will not be re-booked automatically onto the next term if:

- your current class date, time or venue need to change for any reason
- you have informed us before the re-booking deadline date that you do not wish to re-book.

Whenever your card details change, or if you wish to change your card details for whatever reason, please contact GoCardless directly.

If you wish to pay by bank transfer or by cheque please contact the Swim School Operator on the email address detailed on your renewal letter and they will be able to send the appropriate information.

Refunds and Cancellations

All AquaKidz customers have the right to cancel at any time prior to the payment due date for that course without incurring any fees.

If you cancel a booking at any time after the payment due date has passed but prior to the course commencing, we will issue a refund minus a minimum £15 cancellation charge. Once the course has started AquaKidz are under no obligation to provide a refund if you wish to cancel following the commencement of your first class.

AquaKidz is under no obligation to refund or transfer your money in the event that you are unable to attend part of or the entire course, unless otherwise specified above. We regret that we are unable to offer an alternative for missed lessons.

In the instance that a pool cannot be used or the class is unable to run for any other reason, we will endeavour, where possible, to re-schedule your lesson. If we are able to reschedule the lessons within the same term time period then AquaKidz is under no obligation to refund your payment if you are unable to attend the rescheduled lesson. If we are unable to re-schedule the lesson, AquaKidz will refund for the lesson costs but are not responsible for any travel expenses incurred.

AquaKidz is under no obligation to refund lessons that may be missed due to local adverse weather when the venue and environs are safe and accessible where the lessons are held.

TERMINATION OF LESSONS

We reserve the right to terminate swimming lessons in any Class if: (a) the Swimmer's conduct or that of their parent or guardian is in our reasonable opinion unacceptable; or (b) the Swimmer's conduct or that of their parent or guardian is or may be in our reasonable opinion harmful to our reputation; or (c) the Swimmer's conduct or that of their parent or guardian amounts to a breach of these Terms and Conditions. You will not be entitled to any refund for a Class started but not completed.

The types of behaviour we consider to be unacceptable include:

- Swearing at or in front of Swimmers, teachers, parents or guardians
- Making personal insults towards Swimmers, teachers, parents or guardians whilst attending the swimming lessons
- Making defamatory comments online or on social media about us, Swimmers, teachers, parents or guardians
- Making intimidating or threatening remarks in person, over the phone or via email to us or the teachers
- Failing to adhere to our safeguarding procedures.

Please note that this list is NOT exhaustive.

PARENT & SWIMMER CODE OF CONDUCT

AquaKidz have a code of conduct for parents and swimmer that all customers should abide by. These rules are in place to help ensure the health and safety of all pool users. The Code of conduct can be accessed on the AquaKidz Website and is accessible to all customers at the point of registration.

SAFEGUARDING AND MANUAL SUPPORT IN THE WATER

AquaKidz is committed to providing good child safeguarding practice for all our swimmers and we have adopted the Swim England Safeguarding Policy – Wavepower, a copy of which is held by the AquaKidz Office or can be viewed and downloaded from www.swimming.org. Our AquaKidz policy is one where we accept that good safeguarding and fair play is paramount for all our swimmers.

If you have a question or concern regarding child welfare, please make contact with the AquaKidz Head Office or contact Swim England's Swimline on 0808 100 4001.

As part of our safeguarding procedures, AquaKidz teachers and assistants are trained in offering appropriate manual support for swimmers whilst teaching in the water. For AquaKidz beginner and improver ability lessons the swimming teacher will teach from within in the water. Methods of manual support, appropriate to the age and ability of the learner, may be used. For example: support may be offered by holding the swimmers hands for reassurance at the early stages of swimming, providing gentle support under the child head or shoulders when floating on their back, support may be provided under the arms to help a swimmer regain an upright position when out of their depth.

PARKING INSTRUCTIONS

AquaKidz customers must adhere to the parking instructions for each specific AquaKidz venue. These instructions are included on the confirmation email sent out with each AquaKidz lesson booking. **In particular, the parking guidelines at the Lightwater venue, which is a private pool in a residential location, must be adhered to. Failure to do so could lead to lessons being terminated.**

LIMITATION OF LIABILITY

We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when our contract with you is created. We will not be responsible for any loss or damage that is not foreseeable.

Each of our teachers is appropriately qualified as a swimming teacher and competent to conduct the classes assigned to him/her but their advice does not include any medical or similar advice and is not a substitute for advice provided by an appropriate medical, health, or fitness professional or therapist.

If you bring any personal belongings onto our premises, we do not undertake to keep

them safe or provide any storage place for them.

HOW WE USE YOUR PERSONAL INFORMATION (DATA PROTECTION)

- We will normally collect personal information about a swimmer and their parent when they complete the registration form as a new customer or if they register to our mailing list to receive details of our holiday swim courses
- We collect your name, email and contact number in order to send you details of the lessons you have booked, any changes to the dates and time and any lesson cancellations. We will also provide feedback on your child's progress via email. We will use your email to provide information on our holiday courses to all customers registered on the mailing list.
- We will also use your contact details to help answer any questions or queries regarding our services.
- We require information on each swimmer such as name, gender, date of birth, relevant medical information or special education needs. This information is important to help us ensure a safe & supportive environment for learning to take place.
- We track details of each swimmer's progress to assess performance and identify how we can help you improve swimmer development and progression.
- If you have told us we can use your information in a certain way, you can tell us to stop using it at any time, by contacting swim@aquakidz.co.uk

Our data protection policy and privacy notice, which are available on the Aquakidz website (www.aquakidz.co.uk) set out our commitments to you, in compliance with and beyond the General Data Protection Regulation (commonly known as the **GDPR**) and explains how we collect, store and use your personal information.

COMPLAINTS

We always welcome feedback and, whilst we always use all reasonable endeavours to ensure that your experience as our customer is a positive one, we nevertheless want to hear from you if you have any cause for complaint. If you have any complaint about our classes or any other complaint about us or any of our staff, please raise the matter by emailing swim@aquakidz.co.uk

CHANGES TO TERMS AND CONDITIONS

We may from time to time change these Terms and Conditions without giving you

notice, but we will use our reasonable endeavours to inform You as soon as is reasonably possible of any such change.