

Terms & Conditions



May 2018
Review Date: May 2019

Welcome to Water Lilies Swimming School!

We guarantee to provide safe, quality swimming lessons that build confidence and ability, using qualified swimming teachers at all times. It is important for all members of Water Lilies Swimming School to agree and adhere to our Terms & Conditions and Code of Conduct, detailed here:

Enrolment Conditions

Full Payment is required with the enrolment/re-enrolment form. A place cannot be confirmed unless payment has been made.

Payments can be made by Card, Cheque, Cash or Bank Transfer or via our direct debit system (Gocardless). Cheques should be made payable to "Water Lilies Swimming School" and there is a 50p charge.

Places are allocated on a first come first served basis. Demand can be high so prompt registration is advised.

All parents and swimmers must agree and adhere to the Water Lilies Swimming School Terms & Conditions and Code of Conduct and sign on their booking in form 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. You will of course retain your place on the course for that term.

Data Protection (GDPR May 2018)

The information provided by you to us will only be used for the purposes of processing and administering the swim school. No information is sold or passed to any third parties without your explicit consent. The information you provide us (name, contact details, medical conditions etc.) is held securely and only accessible to those who need access to it.

Some information will be transferred to third parties to allow us to process your enrolments. This includes but is not limited, WorldPay and GoCardless who process our electronic payments, the companies who provide our storage and email systems (Onedrive & SLA Associates) or the organisations we work with to ensure compliance with all regional laws (e.g. our accountants, system administrators and HR providers). Only information which is relevant to each organisation will be transferred. For example our Accountants will not receive information of swimmers personal details.

All of these companies have been thoroughly vetted and are fully compliant with the regulations around the GDPR and if outside of the EU hold the appropriate compliance certification to allow us to work with them.

The processing and storage of all data is entirely optional to all parents, guardians and swimmers, however, without the consent for us to store and process the information we will be unable to accept you in to our swim school.

Water Lilies Swimming School is fully registered with the ICO in regards to all of its data processing and storage.

More detailed information around our Data Protection promises can be found on our website in the Data Protection area.

Data Protection—Updating and Transferring Information

At any time customers can update their information contacting a member of Water Lilies Swimming School staff who will do it on their behalf.

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 Water Lilies Swimming School as soon as possible if you no longer wish to be kept on the waiting list.

Cancellations (THIS INCLUDES EVERYONE PAYING BY DIRECT DEBIT)

All requests to cancel membership 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 the 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.

Water Lilies Swimming School reserves the right to change or cancel a course at any time. Arrangements will be made to reschedule where possible if not refunds will be payable.

Missed classes cannot be refunded or carried over to following courses, but may be taken on another day if space is available – maximum 2 catch up lessons per term. These are non-transferable to a new term.

Any cancellations due to power cuts, adverse weather, disasters, terrorism, war and pandemics will not be refundable, as these are out of our control.

If you have any issues you would like to raise in relation to your child's lessons, please contact the office straight away, as it is more difficult to address these if you leave it until the end of term.

Private lessons may be cancelled by giving not less than 24 hours (1 working day) notice to the office. Notice of a cancellation of any lesson within 24 hours of a lesson will result in the full lesson fee being due or being deducted from any credit balance as appropriate. **For lessons scheduled on Monday cancellation would be required by 5pm on Friday.**

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

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.

Medical

When you sign our **terms & conditions**, you take responsibility for the fact that, should you answer 'yes' regarding any medical conditions you or your child might have, you've checked things out with your doctor before starting with us. This responsibility is passed on to any other parent or carer who might bring your child swimming. Medical conditions must be disclosed to Water Lilies Swimming School 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 or an ear infection we recommend they do not swim. Refunds are not given for missed lessons due to sickness, please contact the Water Lilies Swimming School office about applicable catch up lessons.

Following on from sickness we request your child be clear of any symptoms for 48 hours prior to attendance at class. Adults and children must not swim if they have had a diarrhoeal illness in the past 14 days, as advised by the NHS.

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.

Re-enrolment

Swimmers already having lessons with Water Lilies Swimming School 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 advertised, then your child's place may be allocated to another person. If you have a change request, please write this on your reenrolment form and return, we will then get back to you with possible spaces once all re-enrolments are in. Re-bookings are normally done towards the end of the second half of term. All other places are booked on a first come, first served basis. Water Lilies will endeavour to be flexible in its allocation of time slots. However, it may not always be possible to book or re-book your first choice. The group that the child is placed in will be at the teacher's discretion.

Payment is due before the start of any lessons.

Term dates are detailed on the Water Lilies website.

Staff

All Instructors are qualified, insured and experienced swimming teachers and hold the relevant ASA / STA certificate(s). We pride ourselves on our high Instructor to swimmer ratio, ensuring your child will receive above average attention.

As some physical contact with your child is unavoidable all staff adhere to Child Protection Procedures and are DBS (CRB) checked.

Water Lilies Swimming School reserves the right to replace advertised coaches or programmes where unavoidable.

If an instructor is unwell or cannot attend a session, Water Lilies Swimming School will endeavour to provide a cover teacher.

Pool closure

Pool closures happen on rare occasions, making it necessary to cancel lessons. If it is possible we will text all available numbers we have for you and email.

If a pool is closed due to a fault on our part that is within our control or on the pools part, such as pool plant failure, water heating, chemical or quality problems, then a deduction of the cost of 1 lesson from your next enrolment will be offered.

If you are not re-enrolling for the following term then we are unable to refund any lessons, offered above.

For pool maintenance closure for which advanced notice is given, you will be advised in your enrolment letter and cost of lesson deducted from your term's fee.

Lost Property

Water Lilies Swimming School 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.

Parking

All our pools are on private property and some may have large/deep ponds, farm machinery, farm buildings close by. 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.

Responsibility

All users of the private pools are to make themselves familiar with the individual pool's rules.

Parents/guardians are responsible for their children at all times in the changing area and entrance area. 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.

Children are not Water Lilies Swimming School's responsibility until the instructor takes them.

Parents should remain in the pool building when their child/ren is/are swimming.

In the absence of any proven negligence, lack of due diligence or breach of duty by the instructor(s) or Water Lilies Swimming School, the participation of you, your spouse/partner, child or those in whose care you have placed your child for the purpose of attending or observing Water Lilies Swimming School sessions is done so entirely at your and their own risk.

Any incident must be reported to Water Lilies Swimming School immediately.

Water Lilies Swimming School shall not be held responsible for any personal injury or fatality that may occur.

Responsibility for all applications of swimming practised outside of the Water Lilies classes both now and in the future is borne by you and not Water Lilies Swimming School.

Water Lilies does not take any responsibility for the application of any Baby Swimming practices described or shown in books and videos.

The recommendations, ideas and techniques expressed and described in Water Lilies classes, as well as in books and videos endorsed by Water Lilies cannot be regarded as a substitute for the advice of qualified medical Practitioners. Any uses to which the recommendations, ideas and techniques are solely at your discretion.

Photography

Please note that due to child protection regulations photography (including camera phones) and video filming are **NOT** permitted during Water Lilies Swimming School lessons or photo sessions arranged by Water Lilies Swimming School.

Official photoshoots are offered by Water Lilies Swimming School throughout the year for which we obtain signed consent. Water Lilies Swimming School reserves the right to use our over/underwater photographs for publicity purposes. However, in each instance we will endeavour to inform you first.

All Water Lilies Swimming School photography, logos and illustrations are the copyright of Water Lilies Swimming School (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.

Water Lilies Swimming School 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.

Water Lilies Swimming School Code of Conduct

Swimmers:

Swimmers should not eat for at least 1 hours prior to swimming.

Please arrive for the teaching session on time.

As a general rule of thumb, do not enter the pool area prior to your lesson start 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 had 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.

Do not 'dangle' babies into the water at the side of the pool, you may be asked to leave the pool area and not continue your session if this occurs.

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.

During lessons parents/guardians must not interrupt or communicate with the teacher, 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 long hair is tied up.

Pool Safety

In the event of any emergency the person in charge will follow the pools 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 all spectators, instructors and swimmers from 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 or pool areas.

No buggies in the changing rooms, please leave them outside.

Shoes must not be worn in changing areas and pool hallway, all 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. High quality leakproof re-useable nappies available to purchase via Water Lilies Swimming School.

Ask your instructor for poolside products or email treacle@waterliliesswim.co.uk You can also ring the office to order. Please contact us on 01379 740489 if you would like further information about the double nappy system.

All babies, until they are potty trained, **must wear double protection nappies** in the pool consisting of a disposable swim nappy underneath a leakproof re-usable swim nappy or baby wrap. Water Lilies Swimming School 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.

Changes to Terms and Conditions / Code of Conduct

From time to time Water Lilies Swimming School 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 Teresa Griffin (Treacle) on
t: 01379 740489
m: 07919108646 or email
treacle@waterliliesswim.co.uk.

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