

The following Terms & Conditions form the basis of a Contract between You & Aqua Include Ltd

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 Aqua Include Ltd
- 'We' 'Us' or 'Our' means The Swim School or the premises in which the school is run
- '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 on whomevers behalf
- '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'.
- 'Limited term private lesson' means a one off or set limited number set of 1:1 lessons, specified to occur on specific dates, paid for in advance.
- 'Instructor' or 'Teacher' means a suitably qualified person provided by The Swim School who shall teach the Lessons
- 'Premises' means the pool at: 42 Waterside Barns, Lodge Farm Business Centre, Castlethorpe, Milton Keynes, MK19 7ES

We follow current good practice and take advice from recognised governing bodies such as Swim England (Formally ASA) 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 12:1 and in many cases are much lower than this. For health and safety reasons no person must enter the pool hall until all members of staff are on site. Our ratio is usually 1:1, 2:3, 2:4, 2:5 or 1:6. Please note lessons could still go ahead with 1 teacher present if unforeseen circumstances occur. This is at the discretion of the Directors. We teach from the water and at the pool side for best teaching practice. For health and safety reasons, we use some limited physical support methods during our lessons.

Our responsibility - All lessons are taught and supervised by fully qualified swimming instructors or those in training and under the supervision of a Level 2 swimming teacher. We will supervise children only in the pool and during the lesson.

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. Your belongings are your responsibility at all times and Aqua Include can not be held responsible for any loss or damage of personal property

whilst at the pool or in the car park.

Our Promise: We promise 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 school's public liability insurance policy is available upon request.
- Photography or videography 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 any way compromised, for any reason deemed necessary by Aqua Include or Instructors.
- Shoes must be removed or overshoes worn before entering the changing rooms and poolside.
- Any behaviour which is perceived as threatening, abusive or inappropriate 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.
- If the swim school's name or instructors name is brought into disrepute by your or anyone connected to your swimmer and we consider it damaging to the business, we will exercise the right to remove you from the swim school and apply 100% cancellation fees.
- Children are to remain under your supervision at all times, whether in a class or spectating. Children must be kept away from the steps at both ends of the pool and the mezzanine & remain quietly seated. We do not permit any dropping off / leaving the child whether in a class or spectating, an adult must be present onsite at all times.
- Personal items including valuables are left in the premises at your own risk. You must take reasonable measures to safeguard your belongings and consider not leaving them unattended. We are not responsible for your personal effects.
- If the swimmer has vomited or had diarrhea, they should avoid lessons for 48 hours. Unfortunately no credit can be given for these missed sessions.

Re-booking:

Demand for places in our swimming classes are high; to effectively and fairly manage our availability, we operate an automatic re-enrolment process. This means that once you have a space in a class, we will automatically re-book it for you for the next month unless we advise otherwise. Your place(s) are only reserved for a period of 7 days in which payment must be received. Your place after 7 days without payment is no longer reserved and is therefore at risk of being offered to other swimmers. The deadline is final.

If you are paying by Direct Debit, we will adjust the payment needed to cover the fees for the next month accordingly, which include a 20p per lesson admin fee.. Prior to payment being made, you will receive an automated email from GoCardless advising you of the amount and the date it will be withdrawn. Should you wish to terminate your place, this must be put in writing to us with 30 days notice at any time.

In each active month we will email you details of the new upcoming month along with the invoice, 2 weeks before the next month. We do not guarantee that you will keep the same instructor but we aim for consistency in this area. If your class instructor does change long term, you will be notified either in advance or by means of rebooking information. If the change is mid-month and you decide you do not wish to have that instructor, you are not entitled to a refund for lessons or a class change if you decide not to attend.

Payments & General Terms:

- Payment is due before the deadline if paying by bank transfer. Once your space has been booked you will receive a booking & payment confirmation.
- Our preferred method of payment is Direct Debit mandate to be completed prior to the start of the lesson and deadline set by Aqua Include. If you miss the deadline your place is then considered unconfirmed and it may be filled by the waiting list without notice. We will then process the payments on a monthly basis which covers the lesson fees in advance and a 20p per lesson admin fee. Once you are signed up to Direct Debit, this will continue to roll-on each month until 30 days notice is given in writing should you wish to terminate.
- We will try to accommodate any request to change the day, time of the lesson, but this is at our discretion and we are not obliged to provide any credit or refund if you cannot accommodate any options offered.
- There may be, at times, the need to change your class for your child if it is deemed not to be suitable for any reason by the swim school or the instructor. We will offer an alternative. However if this is not suitable or possible, we are unable to maintain the existing class and a refund for the remaining lessons will be issued (depending on payment method).
- You must inform the Swim School if you no longer want the space you have booked on for with 30 days notice to stop. If you cancel your place 7 days before the start of the month, no refund/credit will be given unless the swim school agree, this will be subject to an administration fee. Refunds/credits are not given if your child refuses to get into the water or you change your mind.
- Recurrent 1:1 lessons will be treated as a normal recurring 'class' and as such no refunds will be given in the event of non attendance unless in the situations stipulated in the aforementioned 'class' descriptor.
- Limited term private lessons may be cancelled by giving no less than 48 hours notice prior to the time of your lesson. Notice of cancellation of any private lesson with less than 48 hours will result in the full lesson fee being deducted from any credit balance. In the case of cancellation before the 48 hour deadline, credit will be applied to your account to use off any subsequent lessons.
- Should a lesson already be in process or about to start and you must leave for any reason, then the Swim School is under no obligation to refund the lesson or provide an alternative.

- If you wish to take a holiday during the term or your child is ill, you will still be charged for the lessons missed. You will of course still have your place on the course on your return. Please note, we do not offer catch up lessons for missed sessions. Non attendance unfortunately means loss of that class. No credit will be given.
- Places in the swim school are booked for the swimmer only and are not transferable.
- For exceptional circumstances that result in long term non attendance of lessons, the swim school will deal with these case by case to attempt to find short term cover of spaces. This is not guaranteed and is at the discretion of the directors based on each individual circumstance.

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 any time. 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 with a tight but comfortable waist and thigh, 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 Canceled 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 will email (in the first instance) notification to the email address supplied by you on booking into lessons. You need to update us if this changes, likewise with your email address. If there is an inadequate amount of time to get the information to you, we may use a text or messaging facility to the number supplied by you on booking into the lesson. 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 may 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 rescheduled, 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 Aqua Include 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.

GDPR:

A copy of our GDPR Policy is available upon request.

First Aid / Emergency Response:

There is a qualified NRSTC Instructor at every swim school lesson to administer first aid, to deal with any accidents or emergencies, or to take the lead in situation management if someone is taken ill.

Parents have the prime responsibility for their children's health and should provide the School with information about their child's medical condition at any time that it changes.

We keep records of all accidents and injuries. Our policy is that all non-trivial accidents and injuries are notified to the relevant school department which reacts immediately to ensure, as far as possible, that there is no repetition. Deaths; major injuries, over seven days injuries and accidents causing injury to children, parents, staff and members of the public; a specified dangerous occurrence where something happened but did not result in an injury, but could have done are reported directly to the Health and Safety Executive, in accordance with RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 2013).

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.

Communication and Short Breaks

1.) We will endeavor to respond to emails and messages within 24-48 hours. The quickest way to get hold of us if your question or query is urgent, is via email. Emails are monitored by multiple people, where as our phone is not.

2.) Aqua Include can accept Short Breaks vouchers on behalf of parents in a sealed envelope with your child's name and amount on the front. These need to be with us 2 weeks before the end of the month as we invoice the council directly for these.

3.) All invoices will now only be sent to parents and not sent directly to any third party. If our families have alternative funding arrangements, it is the parent or caregiver's responsibility to pass that invoice on and deal with all correspondence to ensure continuity and prevent errors (This does not include Short Breaks vouchers). We can adapt our invoicing schedule to meet the

needs of any third party and accommodate reasonable requests the third party has, such as POs and structure of invoices to make the process as easy as possible for all. Payment is due by the 1st of each month. If payment is still not received 7 days after the 1st of the month, payment will need to be sent by parents or caregivers.

4.) We will always happily support with evidence for EHCP reviews, funding applications etc. If the required work for these exceeds 30 minutes, a small fee may be chargeable and discussed at the time.

Contact / Feedback / Complaints:

If you would like to or need to get in contact with the Swim School please email sam@aqua-include.co.uk or **07483413330**

In the event of a complaint arising, you should initially approach the Instructor (if appropriate) otherwise direct an email to Aqua Include for a satisfactory conclusion.

These T&Cs are subject to change at any point during the term without consultation and you may request our most up to date T&Cs at any time in writing to the swim school.