

Splash Academy (SA)

Terms and Conditions 2023/24

Refunds and Cancellations

If I miss a lesson.

You are purchasing a whole term worth of lessons. SA is under no obligation to refund money in the event that you are unable to attend part of the entire course. We will also be unable to offer an alternative for missed lessons under these circumstances.

If SA has to close the pool.

The pools generally only close if there is pool contamination and this can happen at very short notice. SA makes every effort to keep running but safety of our swimmers and staff come first.

It is your responsibility to ensure we have a current mobile number to text you if the pool closes suddenly.

Refunds will be given for missing lessons.

If SA has to cancel the lesson.

In the unfortunate event that we may have to cancel lessons due to staff sickness which we have been unable to cover one of three things will be undertaken. In the first instance we may offer a replacement lesson which will be within the school calendar (venues that we currently operate within). These may be dates which will not have been originally issued but fall within the school calendar so the replacement is seen as a reasonable substitute. If we do not offer a replacement lesson then a refund or a credit for the following term will be made.

If I no longer want lessons

In the unlikely event that you no longer wish your child to receive lessons, SA will aim to find a replacement for the vacated slot.

SA is under no obligation to refund. You will receive a refund if a replacement is found. If a replacement is found then refund for the replacement lessons will be made minus an administration fee of **£20.00**, this will be on a child by child basis.

Medical Conditions

It is vital that you complete the student registration form and advise us of any medical conditions that may affect your child whilst in the pool. Any such information is treated with the utmost sensitivity and in confidence.

You should **NEVER** bring your child swimming if they have any illness such as ear infection, diarrhoea, chicken pox, impetigo, conjunctivitis or a bad cold.

In the instance of sickness and/or diarrhoea, your child **MUST** be clear of all symptoms for at least 48 hours before attending a class.

Poor behaviour

SA reserves the right to exclude any child, without refund, who is behaving badly towards other children or to the teaching staff. Poor behaviour in class is disruptive to those other children who wish to learn.

The procedure will be one verbal warning, one written/email warning and then exclusion.

Teaching

At SA we understand that continuity of a teacher is important. However, this booking is for your child at a certain venue, time and level. SA teaching staff move days that they are available and the levels they teach may vary. Under these circumstances we cannot guarantee an individual teacher.

Assessment

Swimming will be assessed throughout the term to evaluate the stage your child has reached against the Amateur Swimming Association (ASA) National Teaching Plan (NTP).

Awards will be given once a term. Movement of your child to a different stage will be discussed with you at appropriate times. **Please do not engage the teaching staff in this discussion on pool side.** This delays other classes starting. Communications should be via the office.

Photography

Personal photography or video is prohibited for child protection and must not be undertaken under any circumstances.

We do however on occasions take photography of classes and individuals to use in advertising and on social media. Every child is opted in to this unless written exclusion is received via email.

Equipment

Health and safety in all our pools requires that all children wear swimming hats.

Venue / Changing Room

Personal belongings

Due to the number of swimmers, all swimmers must make sure that they remove any personal items from the changing rooms before their lesson begins. We ask that you do **NOT** reserve changing rooms until your child has finished their lesson and is ready to get changed. This will allow other swimmers to use the changing facilities and keep your property safe.

SA will NOT be held responsible for any lost items.

Footwear

NO footwear that has been worn outside is permitted on poolside therefore please ensure that shoes are removed. If available use clean overshoes, clean poolside flip-flops or go barefoot.

Noise

While lessons are going on please keep the noise to a minimum to ensure that all lessons are kept as calm as possible and the children in the pool are able to hear the instructor.

Movement

You are responsible for the safe supervision of your child and any other children you bring with you at all times; that is on poolside, in the changing rooms and on pool premises.

The poolside and changing areas can become very wet and slippery and it is so easy for children to hurt themselves. It is your responsibility to ensure that children that you bring to the lesson, for instruction or as an observer, are under your direct supervision and never left unattended.

SA continuously undertakes risk assessments but will not be held responsible for any injury sustained around the pool where individuals are acting in an uncontrolled manner and reserves the right to ask you to leave the poolside at any time.

Please leave the poolside and the changing area promptly after the end of the session.

Food and Drink

Apart from water bottles there is a **strict no food and drink policy** in the swimming pool area and adjacent waiting areas, unless they are designated food/drink areas. Thank you for your co-operation in these matters.

Exclusion of Liability

In the absence of any proven negligence, lack of due diligence, or breach of duty by the instructor and SA, 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 SA swimming lessons is done so entirely at your and their own risk.

Data protection

The Data Protection Act 2018 requires us to let you know the following:-

Your data will be:-

- used for scheduling purposes.
- used for contacting you when required.
- renewed every academic year.
- renewed during the year where you have changed any detail.
- stored only until the swimmer leaves the company.

Your data will **not** be:-

- given to any third party without your consent.