

Terms and Conditions for Rebecca Batten Trading As Rocket Fish Swimming

0.1 PRIVATE TUITION

- a) Private 1:1 & 2:1 lessons must be block booked in 8 or 12 week blocks, or in line with state school terms (which can vary). Blocks are payable in advance. Lessons follow the STA Learn TO Swim framework but can also be bespoke and follow the needs or wishes of the swimmer/parent. So can be adapted to the individual, at our discretion, to allow for a swimmer or child led environment.
- b) All children that are in a Shared Private lesson (1:2) must swim with a partner. The child will be placed on a waiting list until the 2nd swimmer is booked.
 - i) If there is availability, the booking can be moved to another lesson time or day with a child that is in need of a partner.
 - ii) Or the initial booking can be charged as a 1:1 private lesson until a 2nd swimmer books. This is also the case if a swimmer leaves a 2:1 class. The remaining client will not pay the difference between a Shared Private lesson and Private for the remaining lessons within the term
 - iii) The client should find a suitable partner of a similar age and ability to join the lesson. If the pairing does not work, the client must choose option 1:1 or go onto a waiting list for a 2:1.
- c) Rocket Fish Swimming pay a fixed cost to the pool owner, irrespective of the number of swimmers that are booked therefore both spaces must be filled, or the appropriate payment must be made to change the class to a private lesson.
- d) If the client's child is in a class with another child that is no longer able to participate, Rocket Fish Swimming does not expect the remaining client to change their booking to a private lesson, move class time/day or find a suitable partner.

0.2 CLASS ASSESSMENT

a) The client's child will be assessed as part of the first lesson. If a client wants Siblings to be in the same time slot, they must be similar age and ability. Rocket Fish is happy to consider this but if the disparity in learning becomes too challenging, Rocket Fish reserves the right to review and speak to the client about options to separate the siblings.

b) The client will have the option, space permitting, to book a private (1:1) for each sibling or a Shared Private (1:2) with a partner, that the client has brought to Rocket Fish Swimming. The partner must be of a similar age and ability.

c) Rocket Fish Swimming will inform the client if the child is in a level whereby they must move to a more suitable level and provide a certificate

03.RESERVATIONS AND BOOKING POLICIES

- a) Unfortunately, Rocket Fish Swimming cannot hold unpaid places any longer than 24 hours, outside of the priority booking period (2 weeks before new block.) If Rocket Fish does not receive payment within 24 hours of the booking email being sent, the space will be released.
- b) It is the client's responsibility to have reviewed the booking information and venue information prior to the lessons. This will be sent to the client via email.
- c) Rocket Fish Swimming will not offer a replacement lesson, credit or refund for any client that misunderstands the booking or venue information. The booking information and venue information will be sent to the client via email and prior to the first lesson to allow time for the client to contact the office if they have any questions.
- d) By making a booking and payment with Rocket Fish Swimming, the client has agreed to the terms and conditions.
- e) Rocket Fish Swimming will offer a maximum of one permanent lesson time change per term if there is alternative availability. Rocket Fish Swimming are not responsible for schedule conflicts. Whilst Rocket Fish Swimming will do their best to accommodate an alternative day or time, future replacement lessons, credit or refund will not be offered.
- f) Rocket Fish Swimming cannot offer a class change during an intensive course. If the client's schedule conflicts with their booking, future replacement lessons, credit or refund will not be offered.
- g) Rocket Fish Swimming reserves the right to request a class time change for intensive lessons, to bring classes in line with their responsibility to meet and pay the Rocket Fish Swimming pool hire costs. Eg to ensure there are 2 lessons within an hour, on any day.
- h) Payment must be made in full, prior to the lessons starting. The child will not be able to partake in any lessons if the full payment has not been made.
- i) Rocket Fish Swimming reserves the right to review and change prices of the lessons termly.

04.PRIORITY BOOKING

- a) During the termly priority booking period, a client will have a two-week period to rebook into their allocated slot, for the following block. After this two-week period, other Rocket Fish Swimming clients or new Rocket Fish Swimming clients are free to book any unpaid places.
- b) Rocket Fish Swimming will communicate the priority booking dates via the client email.
- c) Rocket Fish Swimming will communicate the priority booking dates in the main priority booking email.

05. LESSONS

- a) Rocket Fish Swimming can currently only offer lessons, in the Non-Swimmer level and beyond, to those swimmers that are 3 years and older.
- b) Parents and guardians unfortunately, cannot get into the pool during the lesson. The parent or guardian can view the lesson from poolside only and the parent or guardian must remain on poolside during lesson.
- c) In future those parents that are partaking in a Parent and Baby or Toddler lesson must enter the pool.
- d) There must be one parent or guardian in the pool per baby.
- e) Children should not eat within the hour before their lesson.
- f) No food or drink are permitted on poolside.
- g) Children are not permitted in the pool prior to the lesson starting and should leave the pool once the lesson has finished.
- h) Children must be delivered to the coach at the start of the lesson and collected promptly at the end.
- i) The coach is responsible for the child for the duration of the lesson only.
- j) The child must always be supervised by a parent or a guardian. Parents and guardians cannot leave the venue.
- k) The client must arrive at the venue no earlier than ten minutes before the start of their lesson. This is to avoid overcrowding on poolside.
- l) Clients must leave their buggies in a designated area. Buggies cannot be taken inside the venue. Please ask reception where.
- m) Parents and guardians must view lessons from the poolside.
- n) If the child is in a Non-Swimmers level or Beginners level, the client can view the lesson from poolside.
- o) Rocket Fish cannot accept any liability for loss or damage to personal property.
- p) Rocket Fish cannot offer an exclusive use of lane and must work with other swimmers in the pool at any given time.
- q) Rocket Fish Swimming cannot offer exclusive use of the pool to a singular lesson or client.
- r) Due to the methodology of Rocket Fish Swimming teaching, the coaches will often teach in the water and sometimes manually handle the child in a professional manner. The coaches can manipulate the child's

movement within the water to provide a quick result but this is minimal or to demonstrate a movement. Hands will always be visible. See enrolment form.

- s) Rocket Fish Swimming may refuse entry to a client, to a lesson if it is felt that their behaviour is unreasonable. A refund or credit will not be offered.

06. SWIMMER'S HEALTH

- a) All children, under the age of three years old, must wear a double nappy system. A disposable aqua nappy must be worn underneath a reusable swim nappy.
- b) Nappies must be disposed of in the provided nappy at the venue.
- c) Children should not swim if they are unwell with illnesses such as chicken pox or diarrhoea. A child can return to swimming once their spots have crusted over. A child can return to swimming after 72 hours since the last diarrhoea symptom.
- d) It is the client's responsibility to inform Rocket Fish Swimming of relevant medical information regarding the child. This information needs to be included within the Rocket Fish registration form. Registration forms must be emailed becks@rocketfishswimming.co.uk, prior to the child's first lesson and will be shared with the appropriate coach.
- e) A child cannot participate in a lesson Rocket Fish Swimming have received the signed registration form, via email.

07.THE COACH

- a) Rocket Fish Swimming has a single coach. There maybe instances out of our control, where we need to cancel a lesson during the term or at the end of a term due to illness or personal reasons. Where this is the case, we will keep you informed and provide a refund or make up lesson.
- b) If the client is unhappy with the replacement coach after the first two lessons, the client can move to an alternative class, if Rocket Fish Swimming has availability.
- c) Rocket Fish Swimming will not refund or credit the cost of the remaining lessons if there is a replacement coach.
- d) Due to the intensive recruitment process, there might be a coach shadowing the child's lesson or taking the lesson. Credits, refunds or a replacement lesson will not be provided if this does occur.
- e) There may be cancellation due to unforeseeable circumstances. Where this is the case a suitable cover coach will be provided.
- f) In the event that a replacement coach has been provided, Sports Generation cannot offer a replacement lesson, credit or refund.
- g) All Rocket Fish Coaches are DBS checked and hold the relevant STA or ASA qualification.
- h) All Sports Generation coaches are first aid trained and will assist in the event of an accident.

08. PRIVACY

- a) Filming and photography are not permitted at any time during the lessons. Whilst Sports Generation endeavours to prevent all filming and photography, Sports Generation is not responsible if a client chooses not to follow this rule.
- b) Occasionally, Rocket Fish may need take photos for marketing of the swimmers in their lesson. If this is the case, a 'Model Release Form' must be signed by the client. If the client chooses not to sign the form, they will not be filmed or photographed.
- c) Calls to Rocket Fish Swimming may be recorded for training purposes.
- d) Rocket Fish Swimming complies with GDPR regulations, as such we will not share personal data. Please opt-in when registering to receive important updates through our monthly newsletter.
- e) Rocket Fish Swimming will send service emails direct from becks@rocketfishswimming.co.uk
- f) Rocket Fish Swimming will send occasional marketing material via email. If you do not wish to be included in the marketing communication, please reply to Rocket Fish Swimming with UNSUBSCRIBE.

09. CANCELLATION POLICIES

- a) Cancellations must be sent in writing to becks@rocketfishswimming.co.uk
- b) The client may cancel a booking within 7 days of the original payment date and receive a full refund .
- c) The client can cancel a booking, after 7 days of the original payment date, if a replacement swimmer can be found and willing to fill their space.
- d) The client will receive a pro rata refund of the remaining lessons, from when the new client is able to join.
- e) Rocket Fish Swimming can offer a refund or a credit to those swimmers that have a long-term illness and have a doctor's note stating that the illness will affect six consecutive weeks. Rocket Fish Swimming must receive the applicable doctor's note within 7 days of the emailed cancellation explanation. The refund or credit must be for the full term and not part of the term. The refund is only offered to the child that is sick, not siblings. A 10% administration charge will be deducted from the refund or credit.
- f) Rocket Fish Swimming are under no obligation to refund lessons for non-attendance.
- g) In the unlikely event that Rocket Fish Swimming cancels a lesson, we will endeavour to provide a replacement lesson within twelve months of

the cancelled class. Rocket Fish Swimming are not obligated to provide a refund or a credit.

- h) Rocket Fish Swimming are not responsible for schedule conflicts, if the client cannot attend the provided replacement lesson option or options.
- i) Makeup lessons are only offered when a child has been sick and a doctor's note has been sent to the Rocket Fish, via email.
- j) Said Makeup lessons are subject to availability. Rocket Fish Swimming will endeavour to book a child in however if there is not availability, a refund or credit will not be offered.
- k) A child can have a maximum of two makeup lessons, per term, in line with i) above.
- l) Makeup lessons must be used in the current term. They cannot be carried over in the next term unless the makeup lesson relates to point i).
- j) Makeup lessons cannot be taken in the intensive course.
- k) Rocket Fish Swimming may offer a makeup lesson in an intensive course, if the client has had a term time lesson cancelled by Rocket Fish Swimming.
- l) If the client's child is under the age of 3.5 years and after the third lesson the child is not willing to participate in the lesson, Rocket Fish Swimming can hold a credit of the cost of the remaining lessons.
- m) The credit, of the remaining lessons, must be used in the next term.
- n) The remaining lessons will not be refunded.