

# Terms and Conditions

## Booking

Our courses run throughout the year in accordance with our published term dates which can be found on the 'current swimmers' group' linked to the Somerset Swim Babies Facebook page.

When signing up to Somerset Swim Babies for the first time, details of the lessons you are booked into, the dates and times will have been agreed with you in advance.

To give existing Somerset Swim Babies clients priority for lessons each term, we use an automatic re-booking system. This means that, unless you inform us that you either wish to change day or time, or alternatively that you wish to stop altogether, we may re-book you onto the next course during the current term.

Around the mid-point of each term, we post details of your course for the following term on the 'current swimmers' group' on Facebook. This will detail the dates and times of the course during the next term, the cost of the course and the date upon which payment is due. We will need to have received payment of the course fee for the next term from you by the date we have specified as the re-booking deadline otherwise you will not be re-booked onto the course, and we will not be able to guarantee you a place.

You are always welcome to contact us on 07810220070 or message us on facebook should you be unsure of any details. Your statutory rights are not affected.

If you do not wish to be re-booked for any new term it is vital that you inform us by the stated re-booking deadline. You can do this by contacting me on 07810220070

You will not be re-booked if: (a) your current class date or time needs to change for any reason, (b) or if you pay by cash, and your payment for the new term has not reached us by the re-booking deadline date and/or (c) you have informed us before the re-booking deadline date that you do not wish to re-book.

## Changing class times

As time progresses you may find your class size reducing (as parents return to work, etc.). Once a class has become too small to function properly, we will need to merge it with another. We try to keep class times as similar as possible but unfortunately cannot always guarantee this. If the merger of your class with another results in a change of your class date or time, we will endeavour to give you as much notice as possible.

## Taking payment

If the course is being paid for by someone other than you, you are responsible for informing that person of our payment policies, deadlines, etc., and relaying any communication regarding re-booking or payments of any sort. Payment can be made by bacs, debit card or cash. If you would like to pay by card there is a £1 additional charge to cover costs. Details are on the invoice.

If you wish to pay for the course by bacs or using your debit or credit card or wish to pay by cash payment needs to be with us by the re-booking deadline date stated on invoice in order to secure your place. Please note that we do not accept payment by American Express.

## Refunds and cancellations

Although the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply to Somerset Swim Babies, when you first become a Somerset Swim Babies client, you may cancel your contract with us prior to 14 days before your first course begins, and we will issue a refund. Should you cancel within 14 days prior to the commencement date (up to 5.30pm the evening before) we will issue a refund minus a maximum £50 administration charge.

As a new Somerset Swim Babies client, you may also cancel your booking at any time up to the commencement of your third class, and we will refund the unused balance of your course fees minus a maximum £50 administration charge. Thereafter, we are under no obligation to refund any part of the course fee.

If you are an existing client and do not wish to be re-booked onto a course for the next term, you must notify us before the specified re-booking date and in accordance with the 'Booking' section above. If you cancel a booking for the next term at any time after the re-booking date has passed but prior to the course commencing, we will issue a refund minus a maximum £50 administration charge. Once the course has started, we are under no obligation to provide a refund if you wish to cancel following the commencement of your first class.

We are under no obligation to refund or transfer your money if 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. Unfortunately, what seems like one simple request is an impractical administrative task when spread across hundreds of clients.

If the pool cannot be used in the short term, we will endeavour, where possible, to re-schedule your lesson. In the event of our having to cancel a lesson we will credit your lesson in the following term.

Where the pool is not available on a longer-term basis (in excess of one week), on public health or other grounds outside our control (not including operational issues with the pool), then we cannot be responsible for providing any further lessons to you during that time.

If this occurs, and if it is not possible to reschedule the classes, we will provide a discount on a future term's fees at our discretion.

### Adverse weather

We are under no obligation to refund lessons that may be missed due to local adverse weather when the venue and environs are safe and accessible, and lessons are held. We regret that we are unable to offer automatic refunding or rescheduling of lessons in the event of adverse conditions local to you which prevent you from attending a scheduled class.

### Video and photography

Whilst the family atmosphere we encourage means that parents, grandparents, and friends should feel very comfortable taking photographs or video footage, we would ask that everyone remains sensitive to the feelings of others should some families not feel comfortable with this. If someone in a class asks that there be no videos or photos taken, the teacher will inform the class and filming/photography must stop immediately and without incident.

In all instances the decision of our staff is final.

No underwater cameras or underwater recording equipment of any description may be used during a Somerset Swim Babies lesson.

There are times where we may take a picture of you and your child with other parents and children. We would like to be able to use these photographs for promotional and publicity purposes. Please indicate when signing the form at the back of these Conditions if you do not consent to our sharing any photograph on the internet, on social media or in any other promotional material. These photographs will not be used by Somerset Swim Babies for any other purpose. By participating in a class photograph you accept that other parents who participate may be given a copy and that Somerset Swim Babies has no control over its use by you or other parents.

Somerset Swim Babies continually strives to improve the teaching standard of our workforce and we, on occasion, video record a lesson being taught by a teacher. The camera is focused on the teacher and the video recording will only be seen by the teacher and their assessor. The video will

not be used for anything other than for the teacher to gain feedback from their assessor. Once the teacher has qualified, the video will be securely destroyed.

Somerset Swim Babies expressly forbids the right to reproduce any part of our lessons in any form (e.g., on the internet, DVDs, photographs, etc.). Anyone suspected of continually filming or photographing the lessons for any purpose of publication or for any purpose whatsoever will be asked to stop filming, delete the footage/photographs, and leave the course.

Somerset Swim Babies cannot be held liable for the actions of third parties and therefore, fully excludes possible by law, any liability arising from a breach of this section headed 'Video and photography' by any party.

### Valuables and jewellery

All property left in changing rooms or on poolside and all property left in entrance halls or outside, are left at your own risk. Somerset Swim Babies cannot accept any responsibility for the loss or damage of any personal possessions.

Please remove all jewellery before entering the water. Any damage to the pool liner caused by jewellery will be the responsibility of the wearer of the jewellery.

### Glass and Glassware

No glass is permitted within the pool building under any circumstances.

### Food and Drinks

No food or drinks can be consumed within the ground floor, changing room and pool areas.

### Medical conditions

Please notify us of any existing medical conditions for either yourself, another carer who may swim in the lessons, or the baby booked into the lessons. You agree to inform us of any changes, including pregnancy, as soon as you are aware of them. All information will be kept strictly confidential.

### Illness

Should your child or the adult taking your child into the water have, or develop, any known or suspected medical condition, please consult your doctor before swimming. If your illness is contagious and may affect other swimmers, we may share basic information about this risk with other carers. All information received is treated in confidence and with sensitivity.

Never bring your child swimming if they have any illness such as an ear infection, diarrhoea, vomiting, chicken pox, impetigo, conjunctivitis, or a bad cold. Please wait until your doctor has given the all-clear before returning to classes.

Please ensure that any sickness/diarrhea symptoms have completely cleared for at least 48 hours before your lesson; or 14 days if a gastrointestinal bug has been diagnosed by a medical professional.

Our teachers may refuse entry to the pool if they reasonably believe that your child is not well enough to participate.

## Nappies and changing your baby

Without exception, all babies/toddlers, regardless of age must wear our double nappy system until 6 months after potty training. Either a reusable cotton nappy or a disposable paper swim nappy with a Happy Nappy® on top. We reserve the right to refuse entry to any child who is not suitably attired.

Babies wearing any other attire, including wetsuits or warmers, etc. must still wear a Happy Nappy® and disposable paper swim nappy.

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 take all your used nappies away with you. Nappy sacks are provided in the changing rooms.

## Withdrawal of service

We may, at our own discretion, refuse a client entry to swim courses if it is felt that the client's behaviour or the behaviour of those associated with the client is unreasonable or becomes an issue of health and safety.

## Pool/poolside health and safety

Outer footwear should be removed as soon as possible on arrival. Footwear should be placed in the entrance lobby.

Anyone going poolside should be barefoot only.

No prams or pushchairs should be brought into the building.

Please always shower both yourself and your child before entering the water. Removing body lotions, perfumes, etc. before swimming contributes significantly to maintaining water quality.

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. Do not enter the pool until the current class has finished; please always wait to be invited to do so by your teacher.

You are responsible for the safe supervision of any children you bring at all times: on poolside, in the changing rooms, and on the pool premises. They should always be under the direct supervision of an adult and never be left unattended. Children running on wet surfaces can very easily slip and hurt themselves. Somerset Swim Babies reserves the right to ask anyone to leave the poolside at any time. Always adhere to pool rules at individual venues.

Unfortunately, we can only accommodate one adult in the pool at a time with each child, who must be either the child's parent or designated carer and over 16 years of age.

Spectators are currently allowed on poolside but must adhere to poolside rules.

Anyone new to the class must let the teacher know at the beginning of the session, including making the teacher aware of any health issues, so they can provide the extra help and advice that will be needed.

## Teachers

Whilst it is our policy that we endeavour to ensure you always have the same teacher, we cannot guarantee this as teachers fall ill etc. Also, due to the extremely thorough nature of our training, we may occasionally need to have a new teacher teaching your class. They are always fully trained at this point but need to teach a series of 'live classes' in order to complete their assessment process. Unfortunately, we cannot give advance warning when this may happen and, whilst we always try to limit it, it is a necessary part of our commitment to quality.

### Exclusion of liability

Except in the case of death or personal injury arising as a result of negligence, lack of due diligence, breach of duty, or any other circumstance where liability cannot be excluded by law, your participation, or that of your spouse/partner, your child, or those in whose care you have placed your child at Somerset Swim Babies swimming lessons is done so entirely at your and their own risk.

### Safeguarding

Somerset Swim Babies is committed to providing good child safeguarding practice for all our swimmers and we have adopted the STA Safeguarding Policy. We believe that good safeguarding and fair play is paramount for all our swimmers.

If you have a question or concern regarding child welfare, please contact us directly.

### Changes to terms and conditions

From time to time we may update these terms and conditions by posting an updated version or notification of minor changes on the 'current swimmers page' on Facebook. 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 being posted, failing which we will be entitled to treat our agreement with you as being subject to the updated version.