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## Overview

These Terms & Conditions ("Terms") set out the rules of CB Training Swim School / Bubble Tots. They are required by our insurance providers, National Governing Bodies, and recognised industry good practice. We follow current guidance from the Health and Safety Executive (HSE) and advice from The Swimming Teachers Association (STA), Swim Wales, Swim England, the Royal Lifesaving Society (RLSS), and the Chartered Institute for the Management of Sport and Physical Activity (CIMSPA).

By enrolling your child, you agree to abide by these Terms. CB Training Services Limited ("CB Training", "we", "our", or "us") reserves the right to amend these Terms at any time. Parents/guardians will be notified of significant changes by email. Continued enrolment or attendance constitutes acceptance of the updated Terms.

These Terms & Conditions and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.

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## Policies

This document is intended as a 'whistle-stop tour' of the most common questions we receive during the course of lessons. However, it should be read in conjunction with our full bank of policies which are available at <https://www.cbtraining.org/policies>. Our website includes all our relevant policies including Safeguarding, GDPR, Health and Safety and Complaints.

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## Teaching Standards & Responsibilities

Swimming lessons will be delivered by a teacher in the water. Some physical contact between the teacher and participants may be necessary for manual support and safety. Such contact will always be appropriate, proportionate, and kept to the minimum required for effective teaching and safeguarding.

To ensure all children receive the best level of teaching:

- All over 3's teachers are qualified to STA Level 2 or equivalent, DBS checked and follow the STA International Learn to Swim Programme.
  - Non swimmer/beginner classes for over 3's will have a maximum of 6 pupils.
  - Improver/advanced classes for over 3's will have a maximum of 8 pupils.
  - Under 3's (Bubble Tots) teachers hold a minimum Level 2 STA Baby & Preschool Teacher qualification, with a maximum of 12 pairs per teacher.
  - Disability-specific classes are taught by STA Level 2 Disability Swimming Teachers with additional CPD courses such as Autism Swim.
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## **Responsibilities**

### ***Our Responsibility:***

- All lessons are taught and supervised by fully qualified swimming instructors and Lifeguards. We will supervise children only in the pool hall. However, staff are available to offer assistance should an emergency situation arise elsewhere on the site.
- CB Training Services Limited is responsible for children only in the pool hall during lessons.
- Employees will not escort children to the toilet.

### ***Parent/Guardian Responsibility:***

- Children aged 8 and under must be accompanied by an adult who remains on site during lessons.
  - Parents must ensure children use the toilet before lessons and remain available in case of emergencies.
  - Parents/guardians are responsible for their child before and after lessons, including toilet breaks.
  - Parents/guardians must ensure that their child always abides by all venue rules. Children must behave appropriately and safely in and around the schools' sites, carparks, pool facilities, including refraining from running, climbing, or disruptive behaviour or entering non-designated areas (e.g. the astroturf, schools' halls, classrooms, fields etc). Failure to comply with venue rules may result in removal from the lesson without refund."
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## **Safety & Liability**

Participation in swimming lessons and use of facilities is entirely at the participant's and parent/guardian's own risk.

To the fullest extent permitted by law, CB Training Services Limited, its employees, contractors, or agents shall not be liable for any direct, indirect, incidental, or consequential loss, damage, or injury arising from or in connection with attendance at lessons or use of the facilities, except where such loss or damage is proven to result directly from our negligence or breach of statutory duty.

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, or any liability which cannot legally be excluded.

Vehicles parked on site remain the owner's responsibility.

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## **Child Health & Medical Requirements**

- Parents/guardians must inform us of medical conditions, allergies, or learning difficulties before lessons commence to ensure the safety and well-being of children in our lessons.
- Children must not participate in swimming activities if they have suffered from sickness or diarrhoea within the previous 48 hours. For cryptosporidium, children must not attend for 14 days after symptoms have stopped.
- Children must not attend lessons if they are suffering from any contagious or infectious condition (e.g. chickenpox, impetigo, conjunctivitis). Parents/guardians should contact us for advice before returning to lessons to ensure it is safe to do so.
- Medication (e.g., inhalers, adrenaline) must be provided in a waterproof container with your child's name and "EMERGENCY BOX" clearly labelled.

- Children with athlete's foot or verruca's should wear aqua socks.
  - Refunds/credits of individual lesson missed due to illness are not available.
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### **Changing facilities and appropriate swimwear**

Appropriate swimwear is required: girls – one-piece swimsuits; boys – trunks or short swim shorts. Swimming in underwear, long baggy shorts or bikinis are not acceptable.

In accordance with safeguarding best practice, children aged 8 or over must not use opposite-sex changing rooms. Parents/guardians of these children may not accompany them into an opposite-sex changing area. For example, a female parent/guardian may assist her five-year-old son in the girls' changing area but may not accompany her nine-year-old son into the boys' changing area. For assistance with disability or gender-neutral changing facilities, please contact us in advance.

After your child is changed, parents should leave changing rooms to make space for others, due to lack of space. Parents may remain in the changing area only if the child is under 5 or requires assistance.

Mobile phones are not permitted in changing areas.

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### **Nappy Policy**

All children under the age of 4 must wear a *double nappy system*. See our [Nappy Policy](#) for guidance. This consists of either a disposable or reusable swim nappy, plus a reusable neoprene nappy worn on top (commonly known as a Happy Nappy). This rule applies to all children under 4 who are not fully toilet trained for at least 3 months. For older children nappies see [Splash Shorts](#).

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### **Toilet Breaks**

Staff are not able to escort children to the toilet; parents must remain nearby in case their child needs assistance. All children under 3 years must wear appropriate swim nappies

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### **Parents in Water**

Parents may only accompany children in the water during Bubble Tots (under 3's) classes. Parents must follow all instructor guidance and behave responsibly in the pool.

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### **Lesson observation**

Parents/guardians are invited to observe lessons from the designated seating area during the last 20 minutes of each term ('Viewing Week'), or during the last 10 minutes of their child's first-ever lesson.

For Bubble Tots classes (under 3's), parents/guardians may spectate lessons each week.

Only one spectator per child is permitted, and all spectators must remove outdoor footwear before entering the observation area.

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### **Photography & Recording**

Photographing and recording images is only permitted with the authorisation of CB Training Services Limited team members. Parents/guardians wishing to take photos/videos of a lesson must complete a Camera Form with the Lifeguard each session they wish to record.

Consent may be withdrawn at any time by contacting CB Training Services Limited.

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## Communication

Emails are our primary communication method. Keep contact details up to date and mark us as a safe sender. Social media may also be used to communicate updates.

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## Enrolment & Payment

Swimming lessons can only be booked as complete courses. By enrolling, your child will automatically be enrolled in the subsequent course unless you notify us otherwise. Payments for courses must be made promptly; failure to pay may result in your child being refused entry to their lesson.

No refunds, credits, or rescheduling (catch up class) will be provided for lessons missed due to illness, holidays, or any reason other than cancellation by CB Training Services Limited.

All swimmers must re-enrol by the dates specified on their enrolment invoice. Failure to re-enrol by the deadline may result in your child's place being offered to another participant. If you are unable to enrol by the specified dates, please contact your swimming teacher or CB Training Services Limited for assistance.

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## Application & Consent Form

Parents/guardians must complete an application and consent form, granting permission for:

1. CB Training Services Limited to contact you via email for marketing purposes.
2. Manual handling by teachers for swimming instruction.
3. Photography or video recording of your child for various purposes.

*Consent is recommended to ensure full participation.*

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## Sibling Discount

CB Training Services Limited offers a 10% sibling discount when enrolling multiple children from the same family. Please contact us for details.

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## Accepted Methods of Payment

Payments may be made via:

- BACS (bank transfer)
- Termly Direct Debit

We do **not** accept cash, cheques, card payments, or PayPal.

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## Payment by Direct Debit

Our preferred payment method is a termly Direct Debit. This ensures your child's place is guaranteed and automatic re-enrolment occurs for each subsequent course until you choose to finish lessons.

Direct Debit payments are processed via GoCardless, who will notify you three days in advance of the collection date. A minimum of 48 hours' notice must be provided if you wish to cancel a payment before collection. For full terms, see the Direct Debit Guarantee Policy.

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## **Failed Payments**

If a Direct Debit payment is returned unpaid, a £7.50 charge may be applied to cover bank or GoCardless fees. CB Training Services Limited will attempt to collect the payment once more. If the second attempt also fails, the Direct Debit will be cancelled, and your child may not participate in lessons until all outstanding fees and associated charges are paid in full.

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## **Lesson Cancellation & Refunds**

### ***CB Training Cancellation***

CB Training Services Limited may occasionally need to cancel lessons due to unforeseen circumstances (e.g., adverse weather, power or pool failure).

Where lessons are cancelled by CB Training Services Limited, we will, wherever possible, reschedule the affected session(s) at the end of the term or during the half-term holiday.

If rescheduling is not possible, a credit for the exact amount originally paid will be applied to your account for use towards the next course of lessons. Refunds will only be issued in exceptional circumstances and at the sole discretion of CB Training Services Limited.

Credits are allocated to the individual child and cannot be transferred to another family. However, credits may be transferred to another child within the same family who is enrolled in lessons with CB Training Services Limited.

### ***Parent/Guardian Cancellation***

Parents/guardians cancelling lessons must provide at least 48 hours' notice prior to the re-enrolment date. Refunds or credits for individual lessons missed due to illness, holidays, or other personal circumstances are not available.

### ***Exceptional Circumstances***

In exceptional circumstances, and at the sole discretion of management, a credit or refund may be considered. An administration fee of £12.50 will apply in such cases.

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## **Lesson Changes, Teacher Substitutions & Training**

- Lesson times are subject to change. For example, a swimmer may be required to move into a higher-level class as they progress, or if class numbers are low, groups may need to merge and times may be adjusted. Parents will be informed of any changes as soon as possible
  - Teachers may be changed compared to the invoice due to business needs. While we aim to provide consistency in teaching staff, CB Training Services Limited cannot guarantee that your child will always have the same teacher. Substitutions may occur due to illness, holidays, training commitments, or other unforeseen circumstances. In all cases, a suitably qualified instructor will be provided. Parents/guardians will be informed of any changes where possible.
  - As part of the Swimming Teachers qualification process, trainees are required to complete practical work, including teaching classes and practising lesson plans. From time to time, this may take place during your child's lesson under the supervision of a qualified tutor.
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## **Force Majeure**

CB Training Services Limited shall not be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from any event beyond our reasonable control, including but not limited to acts of God, extreme weather, flood, fire, epidemic, pandemic, labour disputes, strikes, breakdown of equipment, power or pool failure, or actions of third parties. In such circumstances, lessons may be cancelled without refund; credits or rescheduled lessons may be offered at our discretion.

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## **Discounts, Vouchers, and Raffle Prizes**

From time to time, CB Training Services Limited may offer discounts, vouchers, or free lessons through promotions, including raffle prizes.

- Such offers can only be used in accordance with the terms specified on the voucher or promotion and cannot be applied to lessons already purchased.
  - Participation in promotional offers, including claiming free lessons via raffles, constitutes acceptance of these Terms and Conditions.
  - All promotional offers, vouchers, and prizes are non-transferable and must be used by the child to whom they were awarded, except where otherwise stated.
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## **Code of Conduct**

CB Training Services Limited reserves the right to immediately suspend or terminate the enrolment of any participant or parent/guardian whose behaviour is deemed abusive, threatening, unsafe, or otherwise disruptive to staff, other participants, or the safe operation of lessons. No refunds will be issued in such cases.

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## **Venues & Smoking**

All participants and parents must follow venue rules. All sites are no-smoking zones, including e-cigarettes.

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## **GDPR & Data Protection**

CB Training Services Limited processes personal information provided by parents, guardians, and swimmers solely for the purpose of administering and operating the swim school. No personal information is sold or shared with third parties without your explicit consent. All data (including names, contact details, and medical information) is held securely and accessible only to staff or contractors with a legitimate need.

Certain information may be shared with third-party service providers strictly to facilitate swim school operations. This may include, but is not limited to:

- Booking system providers
- Email and SMS communication providers
- GoCardless (for processing Direct Debit payments)
- Data storage and IT service providers
- Organisations required to ensure regulatory or legal compliance (e.g., accountants, HR providers)

Only data relevant to each service provider's role will be shared. For example, HR or accounting teams will not receive swimmers' personal details.

All third-party providers have been thoroughly vetted and are fully compliant with UK GDPR. For providers outside the EU, appropriate data protection agreements and certifications are in place.

CB Training Services Limited retains personal data only as long as necessary for the delivery of lessons, legal obligations, or insurance purposes.

While providing personal data is optional, consent is required to administer lessons. Without consent for data processing and storage, CB Training Services Limited will be unable to enrol your child in the swim school.

For further information, please refer to our full Privacy Policy: <https://cbtraining.org/privacy-policy>

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## Complaints

CB Training Services Limited takes all concerns and complaints seriously. For full details of our procedure, please refer to our Complaints Policy, available at: <https://www.cbtraining.org/policies>.

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## FAQs

For common questions, including nappy policies, parent observation, lesson changes, and health requirements, please visit <https://www.cbtraining.org/faqs-swimming-lessons>.

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## Feedback & Contact

We welcome feedback via instructors, email ([chris@cbtraining.org](mailto:chris@cbtraining.org) / [emma@cbtraining.org](mailto:emma@cbtraining.org)), phone (07876 240043), or social media:

- [CB Training Facebook](#)
  - [Bubble Tots Facebook](#)
  - [CB Training Twitter](#)
  - [Bubble Tots Twitter](#)
  - [CB Training Instagram](#)
  - [Bubble Tots Instagram](#)
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## Monitoring and Review

CB Training Services Limited policies are regularly monitored and updated based on feedback.

**Last Updated: 01/09/2025**