# **Terms & Conditions**

#### Lesson Fees

Course fees for group lessons are £100.00 for  $10 \times 30$  minute sessions and 1-1 Lessons £200.00 for  $10 \times 30$  minute lessons. For specific details please contact the office directly. All fees must be paid on in advance or on week 1 of a course start date (please refer to invoice). Swimmers will not be allowed to participate in any swimming lessons until the fees are paid in full. Fees may be paid in accordance with the terms as discussed with the office. Any bank charges we receive for returned payments will be chargeable.

# **Cancellations**

If after making a booking you wish to cancel a course you may do so by contacting us in writing within seven days of making the booking. You will receive a refund of the tuition fee paid, less any lessons already gone.

Refunds for any reasons will be at the discretion of the owner of Sensitive Water Solutions Swim School Ltd

# **Conditions and Individual Needs**

Sensitive Water Solutions Swim School Ltd cannot accept responsibility for the medical condition or other needs of any swimmer unless a full disclosure of the details has been made to the office by the swimmer or the parent or guardian of a swimmer when first registering the swimmer for lessons, or following any medical condition being confirmed during a course of lessons after the swimmer has been accepted for tuition.

# **Valuables**

Sensitive Water Solutions Swim School Ltd will not accept liability for the loss of or damage to any personal effects brought to any session and you are therefore requested to ensure that no valuable items are brought to the swimming lessons.

#### Attendance

Swimmers, parents, guardians, siblings or all other associates, must observe the venue's entry rules and respect all other venue rules whilst in the venue. Staff shall retain the right to refuse admission. It is imperative that swimmers are on poolside no more than 5 minutes before the commencement of each lesson and (in the case of child swimmers) should be collected from the pool no more than 5 minutes after the lesson has ended. No child will be released until they are collected by an appointed responsible adult. The responsible adult must remain in the venue premises for the duration of the lesson.

No refund will be offered by company where a child fails to attend or is refused permission to attend any sessions, unless prior agreement has been reached with the owner.

Swimmers are entitled to up to 2 "Make up" classes in a term (10 weeks) for missed lessons with reasons of Sickness or Holidays. Any other absence will not entitle swimmers to "Makeup Sessions"

#### **Teachers**

Either company although they cannot guarantee the teachers for the following term they will try their best to keep some consistency. All our teachers are STA qualified teachers.

Teachers are allocated to classes though will be absent to some lessons. Sensitive Water Solutions Swim School Ltd will instruct a substitute teacher for these sessions.

#### **Behaviour**

In the event of a swimmer, parent, guardian, sibling or other associate refusing to obey an instruction from a member of staff, behaving in an unruly manner towards a member of staff or any other person, or causing damage to pool premises or any of the furniture fixtures or equipment in those premises, the swimmer shall not be permitted to continue with the lessons.

Sensitive Water Solutions Swim School Ltd shall then have the right to terminate the contract without further notice and without being required to offer any credit or refund to the swimmer and the swimmer shall not be accepted for any future course organised by either company.

# **Condition of pool premises**

Whilst Sensitive Water Solutions Swim School Ltd will make all reasonable efforts to ensure that the condition of the pool premises, including the changing rooms, washing facilities, the pool and poolside area are in suitable condition, they do not accept liability for any injury to a swimmer which may be caused by any defect and further advise that any claim arising from such a defect must be addressed to the proprietors of the pool premises.

#### Transmission of Infections

Any swimmer known to be or found to be suffering from any infectious ailment or condition will not be allowed to participate in the lesson and it is the responsibility of each swimmer or (in the case of a child swimmer) the parent or guardian of the swimmer to ensure that the swimmer is fit and well enough to participate. Sensitive Water Solutions Swim School Ltd will not accept liability for any infection passed to a swimmer by another swimmer on the course or in the pool.

# **Rules and Regulations**

- Swimmers must shower before entering the pool.
- No swimmer should enter the Pool Area without a member of Sensitive Water Solutions Swim School Ltd staff being already present.
- There must be no food or drink in any of the pool facilities.

- Swimmers, siblings, parents and guardians are expected to observe the club's no smoking policy.
- There must be no recording, filming or photographic equipment including mobile phones with camera facilities used in the club. This is in accordance with club and child protection rules. Please refer to STA Child Protection Guidelines available on request.
- Sensitive Water Solutions Swim School Ltd and the pool owners cannot accept any responsibility for any incident that was the sole responsibility of the swimming teacher in charge of the class or lesson in which the incident occurred. Full liability, in such cases, is with the teacher delivering the lesson.
- By agreeing to a course with the company you agree to the Terms and Conditions laid out above.

# Data Privacy Policy

Sensitive Water Solutions is committed to safeguarding your personal information. Whenever you provide such information, we are legally obliged to use your information in line with all applicable laws concerning the protection of personal information (including the Data Protection Act 1998, the General Data Protection Regulation, the Data Protection Bill – these laws are referred to collectively in this Privacy Policy as the "data protection laws").

Sensitive Water Solutions Swim School Ltd is committed to your right to privacy.

SWS Swim School Ltd are committed to handling your information responsibly. We will not store or use your details for marketing purposes without your express permission and if at any time you wish to "opt-out" of such use then you may contact us via the enquiry form and we will remove your details from our mailing list.

This Privacy Policy explains the following:

- what information we collect about you;
- how we will use information we collect about you;
- when we may use your details to contact you;

SWS Swim School Ltd will never pass your details onto any third parties for marketing or sales purposes.

We have implemented generally accepted standards of technology and operational security in order to protect personal data from loss, misuse, or unauthorised alteration or destruction. We will notify you promptly in the event of any breach of your personal data which might expose you to serious risk.

#### Online Data

SWS Swim School will not collect any personal information about you when you visit our website unless you chose to provide that information to us via e-mail or by enquiring about any of our activities.

The only information automatically obtained when you visit our site relates to the dates and times of your visit and pages visited which information is used to make our site more useful to visitors. We only process personal data in compliance with the Data Protection Act.

Unless we are required to do otherwise for statutory reasons, we:

- Will not pass on your personal information to others without your specific consent
- Will not use your personal information for the purposes specified at collection
- Will not keep it longer than necessary
- Will treat your personal data confidentially
- Will only give access to staff who have a genuine business need and where you have agreed that the data can be shared

If you have any questions or concerns about Data Protection please contact Kelly Gillings, Director who is responsible for Data Protection.

# **Registration Information**

SWS Swim School Ltd will each hold the details provided through the completion of the online application form about you and your child/children, will use this for the following purposes:

• for maintaining records, both for registration, medical information and award data collection for your child

Medical Information will be shared with staff members to ensure the safety of staff and students

- to respond to any enquiries you make
- to make contact with you with regard to administration of the swimming lessons
- to administer any events in which you participate or may wish to participate and to deal with
- any incidents involving you
- to create anonymised aggregated information about members and swimmers to enable us to track school KPI's
- to contact you about swimming events, offers and opportunities available from the SWS Swim School Ltd

#### Data Retention

We will hold your information on our systems for 7 years after you have left lessons which complies with Financial Audit Regulations, unless parents ask for data to be specifically removed from the database.

#### Newsletter

The Newsletter will be sent to all active customers where children are in classes with us, this will always contain specific information about swimming lessons and is therefore not considered marketing.

### **Recording Images**

SWS Swim School may record some classes and events in which you participate and general images of swimmers will form part of the information we hold and use. In addition to the purposes for general information set out above, the SWS Swim School Ltd may use these recordings and images for the purposes of education and training, swimmer analysis, promotion, performance, development and selection and event analysis.

#### Other Uses

Where your information may be used for additional purposes, such as medical information, you will be provided with further details of how your information will be used at the relevant time

# DISCLOSURE OF YOUR INFORMATION Publication on websites

Details of group achievements in events will be included on SWS Swim Schools Website and these will be available to the general public. No individual children or adults will be mentioned unless approved by parents first.

#### Use of Cookies

We may on occasion gather information regarding your computer whilst you are on our website. This enables us to improve our services and to provide statistical information regarding the use of our website to our advertisers where appropriate.

Such information will not identify you personally it is statistical data about our visitors and their use of our site. This statistical data does not identify any personal details whatsoever.

Similarly to the above, we may gather information about your general internet use by using a cookie file. Where used, these cookies are downloaded to your computer automatically. This cookie file is stored on the hard drive of your computer as cookies contain information that is transferred to your computer's hard drive. They help us to improve our website and the service that we provide to you.

All computers have the ability to decline cookies. This can be done by activating the setting on your browser which enables you to decline the cookies. Please note that should you choose to decline cookies, you may be unable to access particular parts of our website.

Our advertisers may also use cookies, over which we have no control. Such cookies (if used) would be downloaded once you click on advertisements on our website.

# Third Party Links

You mind find links to third party websites on our website. These websites should have their own privacy policies which you should check. We do not accept any responsibility or liability for their policies whatsoever as we have no control over them.

# Your Rights

- 1. You have the following rights under the GDPR in respect of your personal information held by us:
  - to access your personal data you have the right to request a copy of the personal information the SWS Swim School holds about you and to have any inaccuracies corrected.
  - to be provided with information about how your personal data is processed (this information is set out in this Policy)
  - to have your personal data corrected where necessary (please contact us promptly should you become aware of any incorrect or out-of-date information)
  - to have your personal data erased in certain circumstances (please refer to the appropriate data protection legislation or consult the ICO for details)
  - to object to or restrict how your personal data is processed
  - to have your personal data transferred to yourself or to another business

If you are within the UK, please address requests and questions about this or any other question about this Privacy Policy to SWS Swim School Ltd, The Pines, Pentwyn Baglan Road, Port Talbot, SA12 8EA

In order to verify your request, you will be asked to provide copies of two forms of identification, which (Passport, Driving licence, Birth certificate, Current vehicle registration document).

You also have the right to take any complaints about how we process your personal data to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF <a href="https://ico.org.uk/concerns/">https://ico.org.uk/concerns/</a> 0303 123 1113.