

# Terms and Conditions

## Taking Payments:

Full payment is required before the start of all lessons. Payment due dates are published and emailed with regularity. Once your space has been renewed you will receive a booking confirmation and a payment receipt.

## Data Protection:

General Data Protection Regulation (GDPR)

We are fully compliant with GDPR and would like to reassure all our participants, we only collect the necessary information that is needed for our enrolment process to facilitate your swimming classes. This information is kept as a secure electronic file and is only shared within our swim school for the period of your enrolment. We keep in touch with you for a period of six months after leaving and your enrolment information is held for tax purposes for a period of 7 years. We do not pass your information onto any third party.

From time to time we also send out our newsletter updates which you are welcome to opt-out of. Medical details are not kept electronically unless provided by yourself at the time of booking, we ask our swimmers or their guardians to complete a paper medical form before their first lesson if there is any medical information we require that will impact the swimming class and you would prefer to be kept non-electronically. Information is only shared with the swim instructor (if necessary) and kept locked and secure, then will be destroyed upon the participant leaving the swim school.

## Refunds and Cancellations:

HE AQUATICS is under no obligation to refund or transfer any monies in the event that you are unable to attend part of or the entire course. Missed lessons cannot be refunded or transferred under any circumstances to another term or participant.

If you cancel your booking for the next course 14 days before the commencement date of the course, we will issue you a refund minus an administration charge of £30.00. After this time, we are unable to offer any refund, and 100% cancellation fees are applicable. Where refunds are requested for roll-on terms, the original 14 days cancellation period still applies.

If you wish to withdraw your child from the term on medical grounds then we require a letter from your GP or specialist detailing the nature of your child's ailment and confirming that your child has been medically signed off for the period of the relevant ten-week term.

HE AQUATICS can only refund/credit course fees for serious medical conditions/injury, for example, broken bones. A formal letter of withdrawal and request for refund/credit from you is required alongside a doctor's letter signing your child off for a minimum of six weeks.

Any refund/credit given on these grounds shall be apportioned according to the number of lessons remaining in the course, from the date of receipt of the aforementioned doctor's note and your written notification. The refund will then be sent to you at the end of the term, a £10 admin fee will be applied.

All class change requests carry a £10 administration fee and any price differences are non-refundable.

HE AQUATICS reserves the right to change lesson times and in some exceptional circumstances cancel classes. Occasionally classes can't run due to reasons out of HE AQUATICS control, and therefore an alternative session will be offered. Where alternative sessions have been offered refunds will not be issued to swimmers.

Due to the current coronavirus roadmap, we may at times be required to pause lessons due to a government lockdown. In this instance, all classes will be rolled over until we are able to resume lessons at a later date. We are unable to offer refunds for any rescheduled classes that cannot be attended.

Any long-term cancellations due to force majeure, power cuts, adverse weather, disasters, terrorism, war, and pandemics will not be refundable, as these are out of our control.

## CODE OF CONDUCT / POOL SAFETY

We ask that you follow this Code of Conduct not only to ensure you enjoy your experience but for the safety and wellbeing of all attendees. Safety in our lessons is our priority. However, it is important you have read our terms and conditions and made sure you understand our assumption of risk. (i.e. you are fully responsible for yourself and those in your care in the pool and surrounding areas).

1. For our pre-school classes, we ask that one adult must enter the water with each baby/toddler. That adult is exclusively responsible for the safety of the baby/toddler in the pool, changing rooms and the surrounding areas. Siblings in the class or attending another class must be accompanied by a second adult.
2. All children must have a parent/adult on the premises at all times during their swimming lessons, including changing before and after lessons.
3. Babies/children under 5 years must adhere to the Happy Nappy 'double layer' system. A baby warmer and swim nappy is not adequate.
4. HE AQUATICS reserves the right to refuse entry into the pool without the appropriate swimwear or if they are unwell (see Covid Policy for more details).
5. We recommend swim huts in the water. Pool shoes to be worn on the poolside or around the changing areas, please take care these areas can become slippery when wet.
6. Strictly no running inside the venue and on the pool-site.
7. Due to the risk of contamination, please ensure you are not wearing any makeup, cosmetic products including creams and oils when you come swimming.
8. Please do not attend swimming if you or your child have been unwell with sickness in the last 48hrs or diarrhoea within 14 days of your swim lesson or has an open wound. For all contagious illnesses, please contact us before swimming. (Cross refer to our Covid Safe policy).
9. If your child has Chicken Pox, they will not be able to swim until all spots have healed and any scabs have disappeared.
10. HE AQUATICS reserves the right to cancel an individual's course without a refund, through any incident / inappropriate behaviour at the centre.
11. HE AQUATICS will not be liable for any loss, damage or injury whilst on pool premises.
12. Please note during our classes photos or video recordings are not permitted. Photos at the end of the class of just your child are permitted but prior permission must be obtained from the instructor and we will always check with the rest of the class.
13. Due to glass breakage and safeguarding policies, smartphones and computer tablets are not permitted around the poolside.
14. You are fully responsible for all the applications of HE AQUATICS you may practise outside the classes now and in the future.
15. Arrive swim ready to allow the class to begin as scheduled (5-10 mins). If you arrive when the class has already started you may lose the right to participate in the lesson.
16. If waiting on the poolside, please wait quietly. It is imperative that noise is kept to a minimum so that those in the pool can hear the instructor and so staff can maintain the safest possible environment. The same applies when observing any classes.
17. Any personal belongings are left at the owners' risk, we do not provide a lost property service.
18. We ask for you to bring towels to the poolside.
19. If you have a medical problem and use any medication i.e an inhaler, please tell your instructor and feel free to keep this near you in class.
20. Allow one hour from your last meal to your lesson time, with the exception of small babies, who we understand needs to be fed on demand.
21. No food or drink is to be taken into the pool areas or changing areas.

22. To avoid injury, the wearing of spectacles in the water by a swimmer is not recommended.
23. Swimming goggles may be worn at the owner's risk and provided by yourself, we maybe unable to loan goggles on occasion.
24. Jewellery/watches can be a hazard and should not be worn during swimming.
25. Only enter the pool when told to do so by the instructor.
26. In the event of an emergency, all swimmers and spectators will immediately stop what they are doing and wait for further instructions.
27. If evacuation is necessary, please exit and do not attempt to recover possessions from the changing rooms or anywhere else within the building. A member of staff will take charge once the swimmers have left the water.
28. Any misdemeanours and breach of this Code of Conduct will be dealt with by HE AQUATICS.

## **Social Media**

We love to keep all our swimmers up to date with our Facebook and Instagram page. Please ensure that you use this page appropriately and never promote 3rd party products or services, or sell any personal items including lessons.

## **Parking**

Parking at any of our venues is at your own risk, we do not accept any liability to your car or your personal possessions.