



## TERMS AND CONDITIONS OF BOOKING

**I confirm that I have read, understand and agree to the T&C's of Booking with Aqua Aims Swim School. The link to aquaaims.com where these T&C's can be found was sent in the swim place confirmation text message and I agree that my mobile number will be used as a form of communication.**

### Definitions:

'Aqua Aims Swim School' means: teachers / staff who are appointed to work under this name.

'Registered Child' means: the above child once registered to swim with us.

'Parent/Carer' means: the person who brings the Registered Child to their lesson/class.

Where the term 'class or lesson' is used this means the agreed 30 minute class/lesson duration only.

'Start of class/lesson' means: your class duration, from the moment you or your child is called to class/lesson to the moment the class finishes and children are returned to Parent/Carer at end of class/lesson.

### General:

1. These are the terms and conditions on which Aqua Aims Swim School will supply services to you once your chosen swim place/course has been paid in full and we have confirmed to you by text message that we have received your course payment.
2. A confirmation text will be sent to you confirming the time, location, course duration, start date and course costs. Included will be a link to aquaaims.com where you will find these T&C's on our booking information page and we will ask you to ensure that you have read them before making any payments to us. Your reserved place will be held for two days awaiting receipt of payment. If payment is not received within this time your place(s) will be re allocated.
3. **Please ensure that you read these T&C's carefully before making any payments to us.**
4. These **T&C's** will become binding on you and Aqua Aims Swim School when you have made full payment to secure a course / swim place with us.
5. We will provide you or your child with swimming lessons/course place during the period and for the course duration identified at time of booking as detailed in your confirmation text message.
6. We may revise these terms and conditions from time to time in the following circumstances:
  - a. Changes in relevant laws and regulatory requirements;
  - b. Changes by the swimming pool hirer to Aqua Aims Swim School's pool hire agreement or the terms of that agreement;
  - c. Changes to the availability of key personnel
7. If you wish to cancel a Registered course place before the Start Date, please let us know as soon as possible.
8. If you cancel the Registered course place 14 (fourteen) clear days before the Start Date and you have made a payment in advance, we will refund this amount in full deducting a £10 (ten pound) admin fee.
9. If you cancel the Registered course place less than 14 (fourteen) clear days before the Start Date, or after the term has started, no refund will be given. We may use our discretion to consider your circumstances.
10. We may cancel classes/courses due to events outside our control, or the unavailability of key personnel or the unavailability of the swimming pool. We will inform you promptly if this happens on our Facebook page and Website.
11. If a class/lesson is cancelled due to the illness or non arrival of Aqua Aims Swim School staff, we will provide you with an additional catch up lesson before the end of the course. If a catch up lesson is offered but you are unable to attend, no refund will be given. If pool time does not allow for a catch up lesson then a refund will be given at the end of the course for that missed class by cheque.
12. If Aqua Aims Swim School staff do not arrive to a lesson/class unexpectedly, and we have to cancel a class/lesson at short notice, we will advise on our facebook page and Website. We will not be responsible for wasted journey time or any other indirect losses incurred.
13. Refunds or alternative lesson time will not be given if the Registered swimmer refuses to get into the water or you change your mind about continuing with the lessons/course booked.
14. Refunds will not be given for missed lessons due to holiday or sickness, save for as identified in clause [11] above.

### Variations to these terms, Cancellations and Sickness:

15. If you or your children are sick or have an infectious illness or disease, the Registered swimmer should not be brought to class/lesson and should not swim. You should not allow the Registered Child/Adult to swim until they have been clear of illness/infection for at least two clear days. No refunds or credits will be given for sickness or missed lessons, save for as identified in clause (11).

### **Pool Closures, Missing Items and Abusive Behaviour:**

16. If our swimming pool hirers cancel Aqua Aims Swim School's pool hire at any time an alternative swim lesson date will be offered, this may be at a different time and on a different day to your normal weekly class and may be during a half term holiday week. If you are unable to make the date / time offered no refund will be given. If pool time does not allow for a catch up swim a refund for that missed lesson will be given at the end of course by cheque.
17. If the pool needs to be closed due to a registered swimmer polluting the water during a lesson, no refunds will be given for any missed classes following the incident. All parents/carers are responsible for ensuring that their swimmers are well enough to swim and have not eaten just before their lesson start time.
18. You will not be refunded for cancellations arising out of events outside our control, as defined in clause [21] below.
19. Aqua Aims Swim School do not accept any liability for any items lost, damaged or stolen whilst on the premises or within the grounds/car park at any venue that we run courses from.
20. Aqua Aims Swim School will not tolerate abusive behaviour/bad language towards staff. You and your child may be asked to leave the premises immediately if you are abusive towards Aqua Aims Swim School staff or do not follow our pool rules and safety instructions. No refund will be given for any remaining classes or courses if you are asked to leave. We reserve the right to refuse to continue to teach swimmers if parent is abusive or rude to our staff.

### **Providing Services:**

21. We will make every effort to complete the services on time. However, there may be delays due to events outside our control. We will not be liable or responsible for any failure to perform, or any delay in performance of any of the obligations under these terms, caused by events outside our control. An event outside our control means any act or event beyond our

reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riots, terrorist attacks or the threat of a terrorist attack, war or the threat of war, fire, explosion, storm, flood, earthquake, subsidence or other natural disasters, power failure or adverse weather conditions **including snow**. If an event outside our control takes place that affects the performance of Aqua Aims Swim School's obligations under these terms we will contact you as soon as reasonably possible to notify you how the performance of our services will be affected.

22. If a previous class overruns its scheduled time, other classes may start later than the scheduled times.

### **Safety**

23. Safety is of main concern. Adults/Parents/Carers, siblings/relatives, and children are required to follow safety instructions at all times. We reserve the right to ask any child/parent/adult who continually does not follow our pool rules and safety instructions to leave without refund.
24. All medical conditions and disabilities must be fully detailed to us at time of booking and updated by telephone if changed during the course duration.
25. No running anywhere in the premises. We will not be responsible for any injury/accident caused by children/adults not following this instruction.
26. All swimmers Adults/Parents/Carers are responsible for ensuring they are aware of Emergency Procedures and location of Fire Exits and must follow all instructions given.
27. Parents/Carers must ensure non swimmers put on required arm discs as soon as they arrive to pool side and stay with your child until seen and taken by a member of Aqua Aims Team.
28. Parents must stay on the premises at all times whilst their children are changing in the changing rooms and swimming during their lesson.
29. Parents/Carers/Adults and children must not arrive more than five minutes onto pool side before the start of their class to reduce disruption to others swimmers.
30. Parents must ensure their children stay with them quietly until they are called into their class by the teacher so they do not disrupt other classes.

31. Parents who bring siblings/relatives to watch pool side/in the waiting area must ensure their children/relatives stay with them at all times and are not Aqua Aims Swim Schools responsibility at any time.
32. Aqua Aims Swim School are only responsible for children / adults who are registered to swim with us during their lesson / class duration.
33. All prams etc must be left at Reception & not taken into viewing area/changing rooms. No food to be brought onto the premises. Swimming hats must be worn. No photography must be taken anywhere on the premises. If you are concerned about anyone's behaviour report to a member of staff immediately.

### **Our Lessons and Guarantee:**

33. Aqua Aims Swim School guarantees to provide safe, quality swimming lessons in accordance with the Swim England Learn to Swim Pathway. All Aqua Aims Swim School teachers hold the required qualifications to run their class and are responsible for the children/adults in their care during their lesson/class duration.
34. Aqua Aims Swim School have the necessary insurance, DBS checks and qualifications to provide swimming lessons as advertised. As part of a swimming lesson sometimes our teachers have to support you or your child in the water or poolside and this means they will have to touch you or your child for this purpose. Our Safeguarding Policy is published on our Website.
35. We aim to fulfil our advertised class sizes but reserve the right in cases of emergencies or teacher's guidance in exceptional circumstances to increase if deemed necessary during a swim session. No refunds will be given if this occurs.
36. Teachers may be changed without prior notice at any time. No Teachers can be guaranteed to remain the same from one course to the next.

### **Payment:**

37. Full payment is required within two days of reserving your swimming place, course costs will be advised before the start of each course and confirmed to you in your text message at time of reserving your place. Class days and times are only confirmed once full payment has been received by Aqua Aims Swim School and you have received a confirmation text. Payments must be made by bank transfer.
38. Prices and future course dates/durations will be advertised on our website. No places for

preferred days /times will be held until full payment is made or guaranteed to remain the same from course to course.

39. Class times and days may change from course to course and will be advised.
40. Aqua Aims Swim School classes/lessons will run for 30 minutes and will run in line with school term times. Classes/lessons/Courses will not run during half term weeks [or Easter, Christmas or Summer holidays] unless it is for a catch up swim which will be advised.

### **Lesson Plans:**

41. Aqua Aim Swim School's lessons are planned and written to ensure that all stages/outcomes are covered during the course term. The stages/outcomes are displayed on our website [www.aquaaims.com](http://www.aquaaims.com).
42. Swim England Certificates and Badges, will be distributed before course end and charged at advertised rate on our website. This cost is added to the course cost at time of booking. We reserve the right to amend distribution at any time due to unavailability of certificates from suppliers. No certificates will be posted to you if you are unable to collect them.

### **Limit of Liability:**

43. Aqua Aims Swim School do not accept any liability for any injury or accident (including any fatality) to any Parent/Carer, Registered Children, siblings or visitors that may occur on the premises or within the grounds/car park of the premises, other than liability which may arise from the negligence of an appointed Aqua Aims Swim School teacher during the Registered Childs/Adults actual lesson / class duration.

### **Complaints:**

44. If you have any questions or any complaints, please contact our office by telephone on 07930 139 634 or by email at [info@aquaims.com](mailto:info@aquaims.com). We will endeavour to respond to you within 7 working days.

### **Photography/Videos and Personal Data:**

45. You agree that any photographs/videos taken by Aqua Aims Management, whilst swimmers are taking part in our swimming classes can be used on our facebook page, website or advertising flyers and that no further permission will be needed from you.
46. Personal Data, the only data held by us is the registered swimmers name(s), a contact mobile telephone number and any advised medical conditions, which will be abbreviated on our registers. We will only communicate

directly with you on the mobile number provided at time of booking by telephone or text. It is parents/carers responsibility to update and advise us of any changes to medical conditions at any time. You must ensure that you keep us updated with your current mobile number. We will update you with pool / class information using this method in a group message format.