

**TERMS AND CONDITIONS OF BOOKING WITH AQUA
AIMS LEE CHAPEL LLP & AQUA AIMS LIMITED.
TRADING AS AQUA AIMS SWIM SCHOOL.**

Definitions:

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

'Registered Child/Swimmer' means: the child /adult/swimmer 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 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 & course cost. Included will be a link to www.aquaams.com where you will find these T&C's on our information page and we will ask you to ensure that you have read them before making any payments to us. Your reserved place must be paid on the day of booking your place. 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 lesson/course place during the period and for the course duration identified at time of booking as detailed in your confirmation text message.

Variations to these terms, Cancellations and Sickness:

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.

Cancellations & Sickness

7. If you choose to cancel your place within 14 days of paying your fees, a refund will be provided for any classes **not** attended.

If you wish to cancel your place after you have booked and paid your fees, you must call and speak to us first and then text us on 07930 139 634, to advise that you wish to cancel and no longer require your booked place. You must do this within your 14 day statutory cooling off period.

Once your request has been confirmed by text message. We will check that you are within the statutory 14 day cooling off period and if you are, a refund will be provided for any lessons **not** attended. If you have attended any lessons during this time a part refund deducting the amount of lessons you have used will be provided.

We will deduct a £20.00 administration fee for any refunds made during the statutory 14 day cooling off period, to cover our administration time.

Once the 14 day statutory cooling off period has ended, you can of course cancel your place but no refund for any non attended or remaining lessons will be provided for any reason.

8. 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 via our Facebook page and Website.

9. If a class/lesson is cancelled due to the illness or non arrival of Aqua Aims Swim School staff, we will provide you with a catch up lesson. If a catch up lesson is offered but you are unable to attend, no refund will be given.

10. If Aqua Aims Swim School staff fail to 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, where possible.

We will not be responsible for wasted journey time or any other indirect losses incurred.

11. 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 or you are unable to continue to attend for any reason(s).

12. Refunds will not be given for missed lessons for any reason.

13. No one must attend our premises if they have symptoms or Covid 19 or any other infectious disease. You must follow NHS guidelines at all times. No refunds or catch up lessons will be given for missed lessons for any reason.

Pool Closures, Missing Items and Abusive Behaviour:

14. 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.

15. 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. All children who are not completely toilet trained must wear the "double nappy system" (details given at time of booking), swimmers not wearing the correct swim nappy will not be permitted to swim and no refund will be issued for that missed class.

16. You will not be refunded for cancellations arising out of events outside our control, as defined in clause [19] below.

17. 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.

18. Aqua Aims Swim School will not tolerate abusive or aggressive behaviour or bad language either in person or via text or email. You and your child will be asked to leave the premises & or not continue the course. You will be asked to leave if you do not follow our booking T&C's, displayed pool rules and safety instructions. No refund will be given for any remaining classes if you have been asked to leave.

Providing Services:

19. Events outside our control. 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, pandemics, local health lock downs, 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, road traffic incidents and parking issues. 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.

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

Safety

21. Safety is of main concern. Everyone entering the premises is required to follow Government social distancing guides and our pool H&S rules at all times. We reserve the right to ask anyone who does not follow rules safety instructions & notices to leave without refund, as you will be endangering the safety of others.

22. All medical conditions and disabilities must be fully detailed to us at time of booking and updated via our online medical form if changes occur during the course duration. You must update your mobile contact numbers with us if changes occur during a course.

23. No running anywhere on the premises. We will not be responsible for any injury/accident caused by children/adults not following this instruction. The swimming area, changing rooms and toilet floors will be wet and may be slippery.

24. Everyone entering the premises, including 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.

25. Parents/Carers must ensure that they hold the hands of all non swimmers or children with SEN as soon as they arrive to poolside and ask them to sit down on the floor for safety. No swimmer or adult should get into the pool without being instructed to do so by a Teacher.

26. Parents must stay on the premises/in the grounds of the premises if viewing outside, at all times in case needed in an emergency.

27. Parents/Carers/Adults and Swimmers must not arrive more than ten minutes before class into the building.

28. Parents are responsible for their children at all times before and after class. Parents must accompany their children into the changing rooms and to the toilet at all times. This is a wet environment, no running at any time. Parents must walk slowly with their children at all times to avoid slips and falls.

29. Only ONE adult is allowed to accompany each swimmer into the building & changing rooms. Children must not be left unsupervised anywhere in or outside of the building.

30. Aqua Aims Swim School are only responsible for children / adults who are registered to swim with us during their lesson / class duration.

31. All footwear must be removed before entering the pool area. Swimming hats, must be worn by all swimmers with long hair. Hair must be securely tied back if exceptions apply and have been made.

Our Lessons and Guarantee:

32. Aqua Aims Swim School will provide swimming lessons in accordance with the Aqua Aims Swim program published on our website. All Aqua Aims Swim School Teachers hold the required qualifications to run our class and are responsible for the children/adults in their care during their lesson/class duration.

33. Aqua Aims Swim School Teachers have the necessary insurance, DBS checks and qualifications to provide swimming lessons as advertised. Our Safeguarding Policy is published on our Website.

34. 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.

35. Teachers may be changed without prior notice to Parents/Carers/Swimmers at any time. No Teachers can be guaranteed to remain the same during a course or from one course to the next and we will not advise in advance of any Teacher changes. You can call us before course starts to ask if changes have been made if you know that your swimmer find change difficult.

Payment:

36. Full payment is required on the day of booking your place. Course costs will be advised on our website, before the start of each new course and confirmed to you in your text message at time of reserving your place. A course place is only guaranteed once full payment has been received by Aqua Aims Swim School and you have received a confirmation text to advise that payment has been received by us. It is your responsibility to pay your fees on time to secure your place and to check that you have received your payment confirmation text.

37. Prices and future course dates/durations will be advertised on our website. Swim days/times are not guaranteed to remain the same or from course to course, even if payments have been sent during the priority re-booking period.

38. Class times and days may need to be changed before a new course starts & during a course and you will be advised if this happens. If payment has been sent to secure a swim place(s) for a preferred day/time during our priority re booking period for the next course and a swimmer needs to be moved or re-grouped so that he or she is in the correct ability/stage group for the next course after payment has been made, you will be offered an alternative day/time/local pool location (and advised of any additional costs) if the alternative offered does not fit with your requirements a full refund will be given for any places reserved before the course start time.

No refund will be given once you have texted back to confirm that you accept the alternative offered and cancellation terms will apply as per Cancellation clauses above.

39. Aqua Aims Swim School classes/lessons will run as durations as advised at time of booking 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.

Lessons / Class Groups / Plans:

40. Aqua Aims Swim School's lessons are planned in accordance with Aqua Aims Standards. The stages/outcomes are displayed on our website www.aquaaims.com.

Parents will be asked to accompany their non swimmers into the water for safety and progression.

Teachers will instruct from poolside following Governing Body recommendations.

Swimmers are grouped by overall swim ability and age. Classes may have different achieved stages in each group.

There will be a different

Number of boys & girls & and of ages in every class group. We cannot guarantee an all girl or all boy group and we cannot guarantee it will be an exact equal number of boys or girls in groups. If you know that your swimmer needs a certain mix you must inform us at time of booking and re check with us before the start of each new course to see if this is possible.

41. Aqua Aims Certificates will be issued at the end of each course. Certificates are signed but are not individually named or dated. 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:

42. 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.

Photography/Videos and Personal Data:

43. 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.

44. No photography or videos must be taken by anyone (other than Aqua Aims staff) at any time from inside or the outside of the building. We are a Private Swim School on a Private premises and taking photos of videos is not authorised or allowed at any time.

45. Personal Data: You agree to give us your personal data which is required for you to attend our classes. This is held securely and password protected. This data is not shared by us with any third party, but may be used for Government Track and Trace if requested.