



**Document:** Terms and Conditions

**Last updated:** Sunday, 5th September 2021

# Terms and Conditions

## 1. Making an enquiry

- Upon enquiry you will receive honest and clear information regarding Hayley's Swimming School's services and operations based on what is best for you/your child(ren).
- We endeavour to place your child/ren / you in the correct class for their/your swimming ability from the outset which is based on your initial communication of their current swimming ability.
- Once you have selected your preferred class/es you will be invoiced in advance with your term dates, fees and directions.

## 2. Communication

We endeavour to keep you informed, as is reasonably practicable with the following considerations

- Correspondence is via the business owner (Hayley or Andre), not directly with teacher/lifeguards to ensure efficient operations and the most accurate information provided.
- It is your responsibility to keep Hayley's Swimming School up to date with your contact details and medical information of the swimmer. Please send this information to us via email to [bookings@hayleysswimmingschool.co.uk](mailto:bookings@hayleysswimmingschool.co.uk)
  - We endeavour to reply to communication as quickly possible and aim to respond to any email or social media communication within 2 working days.

It is your responsibility to:

- deliver and collect my child punctually to and from swimming lessons.
- inform Hayley's Swimming School if there is an unavoidable problem.





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- remember that changes to my child(ren)'s classes are for the benefit of them based on their swimming ability not for the convenience of the teaching team.
- that you trust our professional judgement and consider our advice and work with us to continually progress your child(ren).
- Support and encourage your child(ren)'s learning with us.
- Ensure appropriate swimming attire is worn for lessons, including swimming hats. Ask us if you are unsure.
- Encourage your child/ren to obey the rules and teach them that they can only do their best.
- behave responsibly as a parent/guardian and treat teachers, management, other parents and members with due respect, in accordance with the STA's commitment to equality and diversity.
- Not use inappropriate language within the Hayley's Swimming School environment.
- Show appreciation and support your child/ren and all the team members. Reporting any concerns in a polite manner to Hayley or Andre
- If you wish to have a discussion with your child(ren)'s swimming teacher, please check with Hayley or Andre about how this can be arranged.
- Encourage your child to enjoy the sport and to achieve to the best of their ability.

Hayley's Swimming School will:

- Inform you at once if your child(ren) becomes ill and will supervise their well-being until you are able to collect them as part of our duty of care. Children under 8 years old must not be left unsupervised without an adult (18 years+).
- Ensure good child safeguarding guidelines are always followed to keep your child safe.
- Inform you as soon as possible if there is a pool closure via email/phone/text depending on the time before the lessons should start.
- Ensure all activities are properly supervised/taught.





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### 3. Payments and cancellations

- There is a cancellation period of 7 working days from confirmation of booking in which to withdraw.
- Cancellations for 'Family Swim' will only be refunded if you request a refund 48 hours in advance of your booked session. This request must be made by email to [bookings@hayleysswimmingschool.co.uk](mailto:bookings@hayleysswimmingschool.co.uk) or text to 07837307404. A voicemail is not sufficient to cancel a booking.
- All lessons must be paid for in full by the published deadline.
- Payment is accepted by card payment, bank transfer, cheque or cash.
  - Where payment has been made by bank transfer, this may take up to 7 days to appear on your invoice as a completed payment. We endeavour to process payments as quickly as we can, to assist with this, parents should advise Hayley's Swimming School when a bank payment has been made to Hayley's Swimming School and the reference under which a payment has been made.
- Cash and cheque payments must be provided in a sealed envelope with the swimmer's name, day and time of swimming lesson written on the envelope. Cash and cheques are to be handed to Hayley's Swimming School's person in charge on poolside before or on the day of the payment deadline.
  - Post-dated cheques are not accepted.
  - Cheque as a payment method for our lessons will no longer be accepted after the **1st March 2021**.
- The exact amount for cash payments is greatly appreciated
- Hayley's Swimming School are not responsible for any loss of monies that isn't provided as per above.
- Lessons are non-transferable and non-refundable.
- If lessons are cancelled by the facility, then any such lessons will be credited to the next term fees or the weeks affected will be added to the end of term. Management will advise at point of action.
- Non-attended lessons are forfeited and are non-refundable.
- Where a parent has not responded to nor opened our communications from us for 14 consecutive days, we reserve the right to cancel their child's place.
  - Where a lesson payment has been missed by a parent or guardian without good reason or prior notice sent to us, we reserve the right to cancel their child's place.





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## 4. Lesson Policy

- Photography and videography are strictly prohibited under our safeguarding policy. Hayley's Swimming School have the right to terminate the lessons, without refund, to anyone who breaches such policy. We, on occasion, conduct our own photography which you are welcome to request images. Consent is required for photos/videos to be taken.
- Children aged 8+ years old must use the appropriate changing room applicable to their gender.
- Children under the age of 8 must use the appropriate changing room applicable to the parent/guardian's gender.
- Hayley's Swimming School will provide all the equipment to deliver lessons other than swimwear, hats and goggles.
- Please do not disrupt the lifeguards or teachers before, during or after swimming lessons, unless it is an important health and safety matter.
- We endeavour to meet the following ratios; however, ratios may change when assistant swimming teachers are utilised or there are other extenuating circumstances - we ask that you are understanding. The ratios have been determined by Hayley's Swimming School. Please note that the industry regulations do allow twelve swimmers to one teacher.
  - beginners one teacher to 4/5 swimmers
  - intermediate one teacher to 5/6 swimmers
  - advanced one teacher to 6-8 swimmers.
- Hayley's Swimming School reserve the right to change swimming teachers and swimmers' classes based upon their swimming ability and progress.
- Hayley's Swimming School will communicate with you any key changes to our services.

## 5. Health and Safety

- In the event of a fire alarm or emergency, you must evacuate the building. If your children are in the pool, we are responsible for them. We will register all swimmers and reunite with parents outside, if evacuation is required. If you are in the changing rooms with your children, you are responsible for taking them outside with you.



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- Please do not distract the lifeguard unless there is medical attention required. Their attention must remain on the safety and supervision of our swimmers.
- Please do not interrupt swimming teachers while your child's lesson is taking place or when they are delivering another lesson. Our attention must remain on the safety and supervision of our swimmers.
- It is your responsibility to inform Hayley's Swimming School, in writing, if you have specific wishes or needs around child collection/drop off, such as a designated adult(s).
- Attendance will be monitored by the Hayley's Swimming School's responsible person on poolside and the swimming teacher. Such monitoring is for emergency evacuation and attendance reasons and is therefore for your own safety and child safeguarding. Please make yourself known to staff upon every arrival and departure.
- Jewellery is not permitted to be worn during swimming lessons. Swimmers cannot swim for six weeks after ears have been pierced, lessons are non-refundable and non-transferable for piercings in this time frame. Religious items, such as a necklace are permitted but must be tucked into a swimming top.
- Parents are NOT permitted through the showers or onto poolside at any time or to actively participate in lessons (unless previously agreed). Please do not be offended if you are asked to leave the area. Clear access is always required in case of emergency.
- Parents/guardians are welcome to observe lessons from the designated viewing area (different at each site). As this area is not glassed off, we politely request that you do not interfere with the teaching or distract the swimmers/teachers/lifeguards from their sessions. This includes keeping other children and conversation quiet and attempting to demonstrate swimming strokes.
  - Parents or guardians (or anyone over the age of 11) who watch from poolside, are strongly encouraged to continue wearing a face covering. Any person over the age of 11 are encouraged to wear their face covering upon entry to any of our venue buildings. A face visor or shield may be worn in addition to a face covering but not instead of one. This is because face visors or shields do not adequately cover the nose and mouth.
  - Parents or guardians are strongly encouraged to sign in to the venue where their child's lessons take place using the NHS COVID-19 app using the QR codes displayed at the venue for Hayley's





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Swimming School. For anyone who cannot use the NHS COVID-19 app, they can make a member of staff aware and ensure their details have been recorded. Any data collected for this purpose will be treated as outlined in our privacy policy and the NHS Test and Trace – privacy notice on our policy page.

- Anyone who refuses to leave an area when asked will be requested to leave immediately without fees being reimbursed.
- Parents/guardian are responsible for their child/ren at all times outside of the lesson.
- If your child is under 8, parents and guardians are not permitted to leave the site, under any circumstances.
- If your child is over 8 and you are not spectating, please inform Hayley's Swimming School in advance and ensure your contact details are provided in case of emergency to our staff.
- Parents/guardians must meet their child(ren) at the showers promptly.
- In line with school policy, please remove all outdoor shoes before entering the changing areas. Outdoor shoes are not permitted in the changing area or on poolside for hygiene purposes.
- By attending our lessons you are declaring that neither your child(ren) or yourself have had COVID-19 symptoms within 48 hours of your lesson time.
  - Symptoms include, but are not limited to; a new continuous cough, a high temperature or fever or a loss of taste/smell.





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## 6. Food and drink

- Eating is prohibited at least one hour before swimming.
- In line with our venue policies, no food or drink is allowed in the changing area or viewing areas - this includes chewing gum and sweets.

## 7. Awards

- All certificates and badges that are part of the STA International Learn to Swim Programme, which all our swimmers automatically follow, are offered at a nominal cost in line with STA charges.
- Certificates and badges are a set and cannot be individually replaced. However, whole sets can be replaced at full cost.
- Awards are not distributed until Hayley's Swimming School has received written confirmation of the name to be displayed and payment in full.

## 8. Liability policy

- It is your responsibility to seek medical approval before undertaking Hayley's Swimming School's services and by enrolling with Hayley's Swimming School you accept all associated risks.
- Hayley's Swimming School cannot accept responsibility for public health issues due to pool contamination (vomit/faecal). To mitigate such circumstances please ensure that your child goes to the toilet before entering the water and does not eat one hour prior to swimming lessons. If your child feels unwell prior to a lesson, then please refrain from attending as this could result in a pool contamination incident.
- Please report to Hayley's Swimming School in writing, any accidents or near misses.

## 9. General

- Please respect all team members, property and other facility users.
- Physical/verbal aggression and verbal/written threats will not be tolerated under any circumstances and will result in the cancellation of your lessons and removal from the building without reimbursement.





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## 10. Weather

- Lesson fees will not be refunded or transferred in the event swimmers do not attend or cancel due to adverse weather conditions.
- Lessons cancelled by Hayley's Swimming School in adverse weather conditions will not be refunded but deducted from the next term fees as a lesson credit.

## 11. Feedback from you to us

- Hayley's Swimming School welcomes constructive feedback. Any feedback should be emailed to [bookings@hayleysswimmingschool.co.uk](mailto:bookings@hayleysswimmingschool.co.uk)
- Any deviation from the above terms and conditions are gestures of goodwill on behalf of Hayley's Swimming School.
- Thank you for working with us to keep you all safe and deliver our continued high-quality service.
- If you would like more details about the Hayley's Swimming School Terms and Conditions, please contact Hayley or Andre directly.





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## 12. Document version control

Version	Changes made	Date of changes
1.1	<p>Health and safety updated to include new rules on face covering for indoor settings at our venues.</p> <p style="text-align: right;"><i>Page 5</i></p> <p>NHS Test and Trace app usage added to terms and conditions for lessons.</p> <p style="text-align: right;"><i>Page 5</i></p>	02/12/2020
1.2	<p>Payments and Cancellations - Updated terms for non-responsive parents.</p> <p style="text-align: right;"><i>Page 3</i></p>	17/12/2020
1.3	<p>Payments and Cancellations - Updated terms for payments made by bank transfer.</p> <p style="text-align: right;"><i>Page 3</i></p>	28/12/2020
1.4	<p>Payments and Cancellations - usage of cheque as a payment method.</p> <p style="text-align: right;"><i>Page 3</i></p> <p>Payments and Cancellations - missed lesson payments.</p> <p style="text-align: right;"><i>Page 3</i></p> <p>Health and Safety - COVID-19 symptoms and when not to attend lessons.</p> <p style="text-align: right;"><i>Page 6</i></p> <p>Communication - Responses to communication via email or social media.</p> <p style="text-align: right;"><i>Page 1</i></p>	02/01/2021
1.5	<p>Parents no longer required to be in the water with beginners.</p> <p style="text-align: right;"><i>Page 5</i></p>	05/09/2021





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	<p>Parents or anyone over the age of 11 no longer required to wear face masks inside, but strongly encouraged to continue to wear one.</p> <p style="text-align: right;"><i>Page 5</i></p>	
	<p>Parents no longer required to use the NHS COVID-19 app, but are strongly encouraged to continuing using it.</p> <p style="text-align: right;"><i>Page 6</i></p>	