

# TERMS AND CONDITIONS

All clients are expected to abide by these terms and conditions. In the unlikely event of failing to do so, a customer may be requested to cease lessons with ABC Swim UK LTD. A refund will not be eligible in these circumstances.

Clients are responsible for their children at all times (except during a lesson where the child is NOT accompanied by an adult carer) and must inform the teacher prior to the lesson of any concerns they have.

Clients must accept that at times there will be physical contact between the teacher and their child, in a professional, caring manner.

Swimmers should not enter the pool until the teacher says it is safe to do so and must tell the teacher if leaving the pool before the end of the session.

Clients should inform the teacher of any health issues that may be relevant. There is a strict double nappy policy for those children not yet fully toilet trained. Nappies (including disposable swim nappies) must not be left on the pool premises.

## Refunds & lesson credits

Once payment has been made for courses, no refunds will be given under any circumstances, unless the place can be filled by another client.

No refunds will be offered in the case of circumstances outside the control of ABC Swim UK LTD such as Government lockdowns, anything related to Covid-19, adverse weather conditions, power interruption, and 'act of god' as deemed to be contractually outside of the swim school's control. However, lessons will be credited for the return, if clients choose not to return, there will be no refund.

In the event a client is unable to attend lessons due to sickness or holiday, ABC Swim UK LTD is unable to refund lesson fees as fees secure the length of term agreed at the time of booking – typically this is a full term of 6-7 weeks.

In exceptional circumstances, for example when a swimmer has a broken limb or serious medical condition, the client **may be given** the option of lesson credit. However this is at the discretion of management and on a case by case basis.

## Lesson Prices

At ABC Swim UK LTD the terms are approximately 6-7 weeks in duration. When a class is booked, full payment is requested to secure the place for that term. Classes may be joined at ANY point in the term (and clients pay for the classes remaining). Once payment is received there are no refunds given irrespective of the reason. 10% discounts are offered for siblings. Lesson prices are subject to possible increases in line with inflation rates.

## **Clients' Standards**

Clients should not run on the poolside, they should remove loose-fitting or sharp jewellery, tie back long hair or wear a swimming hat. Clients should not drink alcohol prior to the lesson nor eat or chew gum during the lesson.

Photography or videography (other than by ourselves) is **not permitted** at any time.

Clients will be asked to sign a consent form for their child to appear in any photographs or video taken.

Clients must follow pool procedures as advised to them at the time of confirmation. Clients should aim to arrive no more than 15 minutes before the lesson and leave no more than 15 minutes after the lesson to help improve changing room comfort.

Car seats and pushchairs etc. should not be left in the changing rooms as there is not enough room for them.

Food is strictly forbidden in the pool buildings and mess on the floor should be kept to a minimum. (mud, grass). A member of staff should be informed if the floor is soiled. Strictly no outdoor footwear or buggies are allowed poolside.

## **Welfare**

All swimmers must shower poolside before getting into the pool. All plasters and hair clips must be removed before swimming in case they come off in the water and then cause damage to pool filters. No make-up or body lotions to be used as these significantly deteriorate pool water quality. Smoking is strictly forbidden within any pool building or school grounds. Abuse to any member of staff either verbal or physical will not be tolerated and will be reported to the appropriate authorities at the sole discretion of ABC Swim UK LTD.

Clients must adhere to the instructions given to them regarding car parking, entry and exit route to pools. ABC Swim UK LTD cannot be held responsible for any consequential loss or damage to a client's vehicle or property whilst in the pool's grounds.

## **Re-booking**

Enrolment into the next term is automatic, unless ABC Swim UK is informed the child is not returning. **ABC Swim UK LTD needs to be informed in writing with a terms (this would be 6 weeks) notice that a child will not be returning.**

Invoices are created and then payment is taken automatically on the deadline date by Swimphony our booking system. Unless ABC Swim UK is informed of a child no longer returning, you will be charged automatically.

### **Personal Information**

ABC Swim UK store personal information including names, addresses, dates of birth and contact details and is covered by the General Data Protection Regulation (GDPR). We do not keep financial details.

### **Lesson Changes**

In the event of an instructor being absent for a group or private lesson, the swim school is within its rights to change the instructor to make sure that the lesson is covered, and no refunds will be given for lessons because of a change of instructor. In the unlikely event of a "last-minute" lesson time change, we endeavour to notify the client via SMS and email as soon as possible.

ABC Swim UK LTD will not reimburse any expenses caused by a customer failing to pick up their message. ABC Swim UK LTD will always try to reschedule any lesson that has not been able to occur or credit will be given for the following term, and the client be notified of any changes as soon as possible.

### **Pool Closures**

In the unlikely event of the pool not being available for use due to technical difficulties or health and safety issues ABC Swim UK LTD will go through the following steps:

- 1.** Our initial response will be to endeavour, where possible, to reschedule the lessons at the same venue for the nearest available space. This may need to be at a different time and/or a different day due to pool availability.
- 2.** When alternative spaces at the same venue are not available due to classes being full, we endeavour to offer alternative lessons at nearby pools that hold lessons by ABC Swim UK LTD. Please be aware that the days and times that lessons take place do vary across our venues.
- 3.** When a pool is unavailable on a term basis (in excess of one week), on public health or other grounds (including pandemics) or acts of God, outside of ABC Swim UK LTD control (not including operational issues with the pool), ABC Swim UK is not responsible for providing any further lessons during that time. In the unlikely event of this being the case and it is not possible to reschedule the classes at the end of the term, ABC Swim UK LTD endeavours to either provide the remaining lessons in a future cycle or provide an alternative venue. Refunds can not be offered under these conditions.

Clients will be notified of changes by SMS and email.

### **Medical Conditions**

Clients must declare any existing medical conditions that they are aware of that the child, or adult if taking lessons, has which may be communicable or possibly be harmful or not to another person. The client must agree to inform ABC Swim UK LTD of any changes in any medical condition or psychological condition as soon as they are aware of them. All information will be kept strictly confidential and it is at the swim schools discretion to accept or refuse any applicant to join in

classes. Instructors should also inform us of any medical conditions they may have which could impact on their ability to teach.

### **Illness**

Should the child or the adult taking the child into the water have, or develop, any known or suspected medical condition they must consult their doctor before taking them swimming and inform the swim school if applicable.

All information received is treated in confidence and with sensitivity. Clients **must never bring the child swimming if they have any illness such as an ear infection, diarrhoea, chicken pox, impetigo, conjunctivitis or any other contagious illness.** They must wait until the doctor has given the all-clear before returning to classes. **In the instance of sickness and diarrhoea the child must have been clear of all symptoms for at least 48 hours before attending a lesson.**

### **Withdrawal of service**

ABC Swim UK, at its own discretion, may refuse entry to a client to its courses if it is felt that the client's behaviour is in any way disruptive or unreasonable.

### **Website**

Material made available on ABC Swim UK LTD website, including materials on linked sites directly or indirectly accessible from this site, are provided "as is", with no warranty of any kind, express or implied, including those of merchantability and fitness for a particular purpose.

Any reference to linked sites or to third party companies, products or services by name does not constitute or infer its endorsement by ABC Swim UK LTD. ABC Swim UK LTD has used all reasonable endeavours to ensure that information provided through its website is accurate at the time of inclusion; however, it accepts no liability for any inaccuracies, errors or omissions on the site.

The information available on the site may be incomplete, out of date or inaccurate. ABC Swim UK LTD reserves the right at any time and without prior notice to make changes and corrections to the material on its site. ABC Swim UK LTD accepts no liability for any loss of or damage to whatsoever nature caused by the use or the inability to use the materials available on its site or any linked site. ABC Swim UK LTD has taken all reasonable steps to ensure that the Intellectual Property of third parties is not infringed.

ABC Swim UK LTD respects its clients' privacy and keeps any information in line with GDPR Regulations. ABC Swim UK LTD does what it can to discourage unsolicited spam and telephone calls. ABC Swim UK LTD record client's personal information only if they provide it when expressing an interest in our services. ABC Swim UK LTD do not share this information with any third parties. ABC Swim UK LTD will call a client only if they contact them with a question and ask for a return call or we need to call regarding their child or lessons. ABC Swim UK LTD uses the

client's personal information only to serve them better. All images displayed on ABC Swim UK LTD website are under the ownership of the photographer concerned and they are not available to be copied.

### **Photographs**

Parents/carers must provide consent for the photographing or videoing of children prior to the child starting lessons.