

# **WATER CREATIONS SWIM ACADEMY LTD**

## **TERMS AND CONDITIONS**



# Terms and Conditions

Please read the following terms and conditions carefully before enrolling in our swim school. These terms and conditions constitute a legally binding agreement between you (the participant or guardian) and Water Creations Swim Academy. By enrolling in our swim school, you acknowledge that you have read, understood, and agreed to these terms and conditions.

## **Enrolment and Registration:**

- Participants must complete the registration process and provide accurate personal information.
- Enrollment is subject to availability, and registration does not guarantee placement in a specific class or session.
- Re-enrolment is subject to the conditions specified below.

## **Re-enrolment:**

### 1. Invoices

- WCSA will generate before the end of term with the attached term dates and prices. The price per term will depend on the weeks in that specific term.

### 2. Re-enrolment

- If you will not be re-enrolling, you will need to inform us before the end of the term.
- If you are re-enrolling, you will need to pay the invoice before the specified date. Any invoices paid after the specified date are invalid.
- When making payment, you are required to add the invoice number as reference.

### 3. Payments

- All payments must be made via bank transfer or by cash.
- Cash payments must be organised with a member of our team before the date specified.
- We do accept payment via instalments. However, failure to pay or communicate when payment will be made may result in the swimmer losing their place.

### 4. Change in time, day or enrol another swimming

- During the re-enrolment period, you must let us know if you would like an earlier / later time, swim on a different day or would like to enrol another swimmer.
- We will attend to any children moving up before we can fulfil any requests.
- We will require a period of time before the end of the term to provide options.
- Whilst every effort will be made to fulfil your requests, we cannot guarantee your requests will be fulfilled.
- Whilst every effort will be made to have swimmers swimming at the same time or back to back, this is not something we can guarantee.

We suggest making payment before the deadline to ensure you do not lose your swimmer slot(s).

### 5. Final reminder

- After our final reminder, if the payment is not made we will delete your invoice from our system to ensure you do not receive reminders generated by our system.
- Once the deadline has ended, we will no longer be able to guarantee your current slot.

#### 6. Confirmation

- After the re-enrolment period has ended, you will receive an email from us confirming all of the details for the upcoming term.
- If you do not receive this information, please contact us as soon as possible.

#### **Fees and Payments:**

- a. Payment for swim lessons must be made in advance, according to the pricing and payment schedule provided by the swim school.
- b. All fees paid are non-refundable and non-transferable, except as specified in the refund policy.

#### Bank Details

Account name - Water Creations Swim Academy Ltd

Sort Code - 60-83-71

Account number - 51141018

Reference - Invoice Number

#### **Cancellation and Rescheduling Policy:**

- The swim school reserves the right to cancel or reschedule lessons due to unforeseen circumstances, such as inclement weather, facility issues, or instructor availability.
- In the event of a cancellation by the swim school, the lesson amount will be deducted from the next term.
- Lessons cancelled or rescheduled will not be refunded.

#### **Refund Policy:**

- a. Refunds may be granted in exceptional circumstances, such as medical emergencies.
- b. Refund requests must be submitted in writing and accompanied by appropriate supporting documentation.
- c. Refunds, if approved, will be subject to an administration fee and any costs incurred by the swim school.

#### **Classes Sizes:**

- Parent and Child 2yrs+ (6 - 8 swimmers per class)
- Ducklings 3 to 5yrs (3 - 5 swimmers per class)
- Stage 1 Beginners 5yrs+ (4 - 6 swimmers per class)
- Stage 1 (3 - 6 swimmers per class)
- Stage 2 (3 - 6 swimmers per class)
- Stage 3 (3 - 6 swimmers per class)
- Stage 4 (4 - 7 swimmers per class)

- Stage 5 (4 - 8 swimmers per class)
- Stage 6 (4 - 8 swimmers per lane)
- Stage 7 (4 - 8 swimmers per lane)
- Stage 7+ (4 - 8 swimmers per lane)

Whilst we aim to keep to these class / lane sizes, we reserve the right to use The Learn To Swim Maximum class sizes if required.

**Qualifications:**

- All teachers hold a recognised Level 2 Swimming Teacher qualification.
- However, Water Creations Swim Academy reserves the right to use Level 1 qualified teachers if necessary.
- Teachers on poolside will hold a Swim Rescue or NPLQ (National Pool Lifeguard Qualification) qualification. Therefore, a lifeguard is not mandatory.

**Pool Temperature:**

- Haileybury Sports Complex aims to keep the temperature around 28 degrees. If the pool falls below 26.5 degrees, lessons will be cancelled and the amount will be credited onto the next term.
- The recommended temperature for children aged 6 months to 36 months is 30 degrees. We do not accept any swimmers under 16 months old. In our experience, the pool temperature affects each child differently; many guardians wish to go ahead with lessons despite the colder pool temperature.

**Drop-off Procedure:**

- Ensure you arrive on poolside 5 minutes before the lessons start, as arriving late to the lesson is very distributive to the teacher and the flow of their lesson.
- Read your booking information carefully and have your confirmation email with you when you arrive at the lesson (particularly if you have a change to your schedule).
- If you could wait against the shallow end window (if your child swims down in the shallow end or in the middle of the pool) or against the deep end wall (if your child swims in the deep end). Please do not wait by the changing room entrances and exits when dropping off or picking up your child as this blocks the flow of parents leaving and exiting changing rooms.
- Please ensure your child / children are supervised at all times.

**Spectating:**

- Once you have dropped your child / children off for the lesson, you must spectate from the poolside balcony as it is a requirement from The Haileybury Sports Complex.
- In some circumstances - agreed with Cory - we may allow the odd customer to spectate on the poolside if we believe it will support a child who is experiencing difficulty. However, this must be agreed with Cory.

**Pick-up:**

- Arrive in the waiting areas 5 minutes before the lessons commence so that your child can be safely collected and next lessons can start as safely and swiftly as possible

**Outside Footwear:**

No outside footwear is permitted on poolside. Please take off your outside footwear before entering the poolside - you can bring a pair of wet-side footwear (such as flip flops) to change into.

**Fire Evacuation:**

- The designated fire evacuation area is the AstroTurf located at the front of the sports complex entrance, next to the car park.
- In the event of a fire, we require all customers to follow the directions and instructions from Water Creations SA and The Haileybury Sports Complex members of staff.

**Lost property**

- Water Creations Swim Academy does not accept any responsibility for any loss items under any circumstances.
- Any lost items found will be held for a maximum of 3 weeks.

**Safety and Liability:**

- Participants or their legal guardians acknowledge and accept the inherent risks associated with swimming and water-related activities.
- Participants must follow all safety guidelines and instructions provided by the swim school, including but not limited to the use of appropriate swimwear, showering before entering the pool, and respecting the rules of the facility.
- The swim school, its instructors, staff, or facility owners shall not be held liable for any injury, loss, or damage that may occur during lessons or related activities, except in cases of gross negligence or willful misconduct.

**Media Release:**

- The swim school may take photographs or videos during lessons for promotional and progress purposes.
- By enrolling, participants grant the swim school permission to use their images and likenesses in promotional materials, both online and offline.

**Right to withdraw consent:**

You have the right to withdraw consent in circumstances where you may have provided your consent to the collection, processing and transfer of your personal information, you have the right to withdraw your consent for that specific processing at any time. Let us know via email and we will delete all relevant information.

**Changes to this Privacy Notice:**

We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

**Child Protection:**

Water Creations Swim Academy recognises the significance of child protection. Maintaining a safe environment for children and vulnerable adults will be regulated and enforced. All staff employed by our swim school will have read our child protection policy and understand the risks to be aware of.

#### **COVID-19:**

Water Creations Swim Academy does not take responsibility for any incidents related to COVID-19 and swimmers and guardians will attend at their own risk.

#### **Personal Belongings:**

- Participants are responsible for their personal belongings and valuables.
- The swim school is not responsible for any loss, theft, or damage to personal property.

#### **Communication:**

- The swim school may communicate important updates, schedule changes, or other information via email, text messages, or other means provided by the participant during registration.
- It is the participant's responsibility to ensure that their contact information is accurate and up to date.

#### **General Terms:**

- No smoking is permitted on Haileybury campus except in designated areas.
- No glass containers to be brought into any sports and/or changing area.
- No alcohol is to be consumed on the premises.
- Spectating for the swimming pool is restricted to the swimming pool balcony.
- No animals are permitted in the poolside area and should not be left unattended on The Haileybury Sports Complex premises.
- Parents are encouraged to keep changing rooms clean.
- Lessons are not to be disturbed during teaching to ensure safety of all children.
- Noise, anti-social behaviour, foul language and aggressive behaviour by spectators, guests or children will not be tolerated.
- Any medical conditions or additional information likely to increase risk of injury, ill health or unsafety must be made known on the enrolment form.
- There will be physical contact during swimming lessons for children's safety or to support and to improve technical ability. Teachers do not take any responsibility for any injuries caused under these circumstances.
- Water Creations Swim Academy reserves the right to cancel, postpone, interrupt or ban bookees from our lessons if there is a violation to any of the above terms and conditions.
- Water Creations Swim Academy does not accept any responsibility for loss, damage or injury caused by or during attendance to our lessons.
- All or any accidental damage or otherwise to buildings, surfaces or equipment by bookee will be redeemable by Water Creations Swim Academy to the full value/repair/replacement thereof.

#### **General Pool Rules:**

- Follow the instructions of swim school staff and instructors at all times.

- Only enter the pool area during designated swim lesson times.
- No running or rough play in or around the pool area.
- No diving in non-diving areas.
- No swimming without the presence of a swim school instructor or authorised staff member.

**Personal Hygiene and Safety:**

- Take a shower before entering the pool.
- Wear appropriate swimwear that is suitable for swimming lessons.
- Do not swim if you have any contagious illnesses, open wounds, or infections.
- Use the restroom facilities before entering the pool.
- No chewing gum or eating in the pool or on the pool deck.

**Photography:**

- No photography or videos are permitted.

**Poolside Safety:**

- Walk slowly and cautiously on the pool deck to avoid slips or falls.
- Do not hang, swing, or play on pool equipment or safety ropes.
- No glass containers or breakable objects are allowed in the pool area.
- Keep the pool area clean and dispose of trash in designated containers.

**Supervision of Children:**

- Parents or guardians must supervise children who are not participating in swim lessons.
- Children must be supervised at all times, including before and after swim lessons.

**Emergency Procedures:**

- Follow all instructions provided by swim school staff in case of an emergency.
- Know the location of emergency exits, life-saving equipment, and first aid kits.
- In case of lightning or severe weather conditions, all participants must exit the pool area immediately.

**Swimming Hats:**

- Lane swimmers must wear swimming hats.
- We advise that all children participating in lessons wear swimming hats.
- Children that do not wear a swimming hat must tie their hair.

**Respect for Others:**

- Treat instructors, staff, and fellow participants with respect and courtesy.
- Do not engage in any form of harassment, bullying, or disruptive behaviour.
- Use appropriate language and avoid offensive or inappropriate behaviour.

**Compliance with Instructions:**

- Follow all instructions and guidelines provided by swim school staff and instructors.
- Failure to comply with instructions may result in suspension or termination of participation.

These pool rules are in place to ensure the safety and well-being of all participants. We appreciate your cooperation in following these rules. Failure to adhere to the pool rules may result in disciplinary action, including suspension or termination of enrollment in our swim school.

By enrolling in our swim school, you acknowledge that you have carefully read and understood the above pool rules and agree to abide by them.