



**WATER WIZARDS SWIM SCHOOL LTD COVID-19 GENERAL TERMS AND CONDITIONS NSB**  
**This agreement supersedes any other version prior to September 2020**

**Acceptance of Terms and Conditions (A)**

All Parents/Guardians, swimmers and other visitors to Water Wizards Swim Schools swimming lessons must read and adhere to these general terms and conditions and any other pool specific rules. **Your attendance at our lessons is acknowledgment and acceptance of these terms and conditions without exception.** Individual pools will have their own rules of attendance and must be read and accepted in addition to these. By booking or attending swimming lessons with Water Wizards Swim School you understand and accept these terms and conditions will form part of the contract between us.

Water Wizards Swim School reserves the right to amend these terms and conditions at any time. We will email you either an updated complete version or specific notification of minor changes. We will also publish this updated Agreement on our website. The Agreement on our website will always be the most up to date version. As soon as an updated Agreement is available on our website, it will take immediate effect regardless of whether we have sent you any Agreement email update.

**Please do not attend lessons if you or a member of your household is showing ANY symptoms of Covid-19 (a high temperature, a new, continuous cough, a loss or change to your sense of smell or taste) has knowingly been in contact with someone displaying symptoms or have a confirmed case of Covid-19. Remain at home and contact 111 for advice.**

To reduce adult interaction and maintain social distancing please remember:

- **Swimmers under the age of 8** – One Parent/Guardian (no siblings) will be permitted to enter the pool facility and spectate if your Wizard needs assistance changing after their lesson has ended.
- **Swimmers aged 8 and over** – Only swimmers will be admitted into the facility. Unfortunately, no Parents/Guardians will be permitted to enter unless essential and arranged in advance via email.

During Covid-19 restrictions, you must follow the relevant UK Government guidelines that relate to Covid-19 or any other infectious disease for either yourself or your swimmer(s).

**Enrolment/re-enrolment (B)**

Spaces are limited per class and will be issued on a first come first served basis. Your child will not be enrolled/re-enrolled onto any class until payment in full is received via BACS/direct deposit. Existing members of Water Wizards Swim School will have priority over places provided you re-book and pay on time, if we do not receive your payment by the due date given during re-enrolment your child's place may be allocated to the waiting list. We will endeavour to be flexible in allocation of day/time slots however, it may not always be possible to book or re-book your child's first choice, especially if they progress to a different Stage or payment isn't made by the due date.

## Pool facility (C)

1. Please adhere to all social distancing guidelines/instructions and step aside/wait if your entry or exit point is blocked/in use.
2. Please familiarise yourself with any safety notices, rules, and fire procedures (including fire escapes) on your first visit to any pool.
3. We ask that you do not enter the school main site until 10 minutes before your swimmer's lesson. You must leave the facility no later than 10 minutes after your swimmer's lesson has ended.
4. Water Wizards Swim School are only responsible for unaccompanied **swimmers aged 8 and over** on entry to the facility and Parents/Guardians are responsible at all other times. Water Wizards Swim School can only be responsible for accompanied **swimmers under the age of 8** during their swimming lesson and Parents/Guardians are responsible at all other times.
5. Late arrivals will not be admitted to a class if they arrive more than 10 minutes after the start of a lesson and between 5 and 10 minutes late is admitted at the discretion of the teacher.
6. Spectators of **swimmers under the age of 8** must sit quietly on the poolside spectator area and remain seated behind the barrier. Parents/Guardians are not permitted to walk on poolside unless directly invited by a member of the Water Wizards Team.
7. The spectator area can only accommodate a maximum of **ONE** spectator for **swimmers under the age of 8**. By using the spectator area, you agree to adhere to social distancing and the wearing of a face covering.
8. Only children participating in swimming lessons are permitted to be on poolside and no swimmer should be there without a member of Water Wizards Swim School staff being already present.
9. Face coverings are **mandatory** for all **adults** and swimmers **over the age of 11** entering the facility (unless medically exempt) and must always be worn. Face coverings for swimmers **under the age of 11** will be **optional**. Swimmers face coverings must be removed during lessons.
10. Anyone accompanying a **swimmer under the age of 8** into the facility must have a temperature check before entering. A temperature of 37.7 degrees or above will result in you being denied entry.
11. NHS Test and Trace information will be taken and held for 21 days from the date of your visit and only shared with NHS Test and Trace if requested. Please ensure your contact details are up to date.
12. If you are dropping off a **swimmer aged 8 and over** - once registered at the entrance, please return to your car. Please remain in your car or leave the school site until 5 minutes before the end of your swimmer's lesson.
13. During the pandemic, the entire school site is off limits so please do not congregate or wait outside of your car anywhere within the school grounds.
14. All visitors to the facility should remove outdoor footwear before going into the changing rooms.
15. Parents/Guardians must not enter the changing rooms unless their child is **under the age of 8 years** or needs parental help getting changed. Any child younger than 8 accompanied by a Parent/Guardian should use the changing room which would apply to the adult – e.g. a father helping his 6-year-old daughter would need to use the boys' changing room and a mother helping her 5-year-old son would need to use the girls changing room.
16. Children over the age of 8 should get changed independently unless specific help is required by a Parent/Guardian and arranged in advance via email.
17. Parents/Guardians supervising their children in the changing rooms are solely responsible for the children they bring before and after their swimming lesson. If any Parent/Guardian is concerned about the welfare or behaviour of any other person in the changing room (child or adult) they should immediately tell a member of the Water Wizards' Swim School team and not attempt to deal with it themselves.
18. Parents/Guardians are responsible for ensuring all belongings are safe and secure while your children swims. Water Wizards Swim School will not accept any liability for articles lost, damaged or stolen.
19. Due to Covid-19 restrictions, any property that is left behind cannot be safely kept and must be disposed of.
20. Glass bottles and food are not permitted in the pool building.
21. Smoking is strictly forbidden at any time anywhere on the school grounds.
22. Please familiarise yourself with the whistle code:

- One short blast – teacher getting attention of a swimmer/spectator
- Three short blasts – teacher entering water to carry out emergency rescue
- One long blast – Clear the pool

23. Water Wizards Swim School reserves the right to change, merge or cancel a course at any time.

### Parents/Guardians (D)

1. We ask that you do not distract teachers or swimmers during lessons. Teachers will help children who need assistance unless they need a Parents/Guardians help in which case, the teacher will clearly signal you over. Spectators must not try to instruct or communicate with swimmers as it distracts both the teacher and the child.
2. Under no circumstances should parents approach instructors while teaching unless it is an emergency. We understand you may have queries and we encourage good communication; however, it must be done at an appropriate time. Teachers are responsible for the safety of children in their classes and are constantly assessing for danger and will not be able to talk on poolside.
3. **Please do not use mobile phones, tablets, laptops, cameras or any other such devices while attending swimming lessons with Water Wizards Swim School.** To safeguard your children, we have a no photograph/video policy and will challenge anyone using such devices FOR ANY REASON. We reserve the right to refer any matters of this nature to the relevant authorities.
4. We adopt a ZERO TOLERANCE approach to violence and aggression and will terminate the membership of anyone found to be acting as such. Aggressive and violent behaviour is considered to be any personal, threatening or abusive language (cursing or swearing), gestures (including sexual), physical contact, derogatory sexual or racial remarks, shouting at any persons in an intimidating manor or applying force to another person, to any swim school property or the property of any persons within the swim school.
5. In extreme cases should a Parent/Guardian, swimmer or spectator disregard (or their actions are considered serious enough) Water Wizards Swim Schools code of conduct, rules or terms and conditions the Director reserves the right to terminate membership with immediate effect without refund.
6. In all cases the decision of the Director will be final.
7. Please keep your contact details up to date. We respect your need for privacy and keep any information shared with us confidential. You can read our Privacy Policy here: [swimwithwaterwizards.co.uk/privacy-policy](http://swimwithwaterwizards.co.uk/privacy-policy)

### Swimmers (E)

1. Do not give swimmers a meal 1 hour before swimming as this could result in them suffering cramp and sickness in the pool.
2. To reduce time spent in the changing rooms, swimmers will need to arrive “beach ready” with swimwear under easy to remove clothing on poolside.
3. Showers will not be available at the pool in phase 1 so please, shower your Wizard at home, before and after swimming.
4. Please ensure your child has appropriate swimwear. Long, baggy shorts with pockets are not permitted to be worn as they restrict the kick movement. Boys should wear tight shorts/jammers and girls should wear costumes that are tight-fitting one-piece suits with no “skirts”.
5. Children participating in swimming lessons must wear the appropriately coloured swimming hat for that class. Children who do not have a hat will be requested to purchase another one.
6. Whilst your child is participating in swimming lessons, no jewellery or watches are to be worn. Ears that are newly pierced and medical bracelets are the only exceptions to this rule.
7. Swimmers exiting lessons will be given a 10-minute window to briefly dry, dress and leave the facility.
8. Swimmers will not be permitted to leave until a member of our team can verify your identity so please be ready to collect promptly using the signposted area.
9. Children with special needs are welcome where possible and are fully integrated into our regular classes. We do not however employ specially trained staff and therefore cannot be held liable for the care of such children beyond the teaching of swimming.
10. We reserve the right to request that your child should be removed from classes should they persistently disrupt, break our code of conduct or be seen to be putting themselves or anyone else at risk.

## Safeguarding (F)

1. Water Wizards Swim School recognises the responsibility for safeguarding children belongs to ALL those who work directly with or have responsibility for children at Water Wizards Swim School. We are committed to providing an environment in which all children and young people participating in activities have a safe and positive experience. To achieve this, we have adopted and implement the policies and procedures in "Wavepower" (Swim England's child safeguarding policies and procedures publication) in full. The policies are available for all members to view at any time on our website: [swimwithwaterwizards.co.uk/safeguarding](http://swimwithwaterwizards.co.uk/safeguarding)
2. It has come to the attention of Swim England that persons unconnected to the sport have been taking photos and videos of swimmers for illicit use. Although parents may use these devices in good faith, the law protects children from the possibility of illicit images and video being taken and we ask that all such devices are switched off before entering the pool building. **Please do not use mobile phones, tablets, laptops, cameras or any other such devices while attending swimming lessons with Water Wizards Swim School.** To safeguard your children, we have a no photograph/video policy and will challenge anyone using such devices FOR ANY REASON.
3. Our Welfare Officer (contactable on [welfare@swimwithwaterwizards.com](mailto:welfare@swimwithwaterwizards.com)) will take the lead independently in dealing with all child safeguarding matters, has the authority to contact members directly if necessary and can implement sanctions up to and including termination of membership.

## Sickness and absence (G)

**Please do not attend lessons if you or a member of your household is showing ANY symptoms of Covid-19 (a high temperature, a new, continuous cough, a loss or change to your sense of smell or taste) has knowingly been in contact with someone displaying symptoms or have a confirmed case of Covid-19. Remain at home and contact 111 for advice.**

1. Please inform us of any health problems appropriate to swimming (such as asthma) at the time of enrolment or as and when they arise. You are responsible for ensuring your child is fit and healthy to attend classes. Any medication required during the lesson should be made available on the poolside.
2. Do not bring your swimmer to lessons if they have any illness such as an ear infection, diarrhoea, vomiting, chicken pox, impetigo, conjunctivitis, or a bad cold. Please wait until your doctor has given the all-clear before returning to classes.
3. In the instance of sickness and/or diarrhoea your child must have been clear of all symptoms for at least 48 hours before attending lessons. If in doubt, seek medical advice.
4. During Covid-19 restrictions we may ask you for a doctor's letter/negative Covid-19 test confirming it is safe for your child to swim. If we have any concerns prior to the lesson starting, we may refuse entry.

## Refunds and Cancellation Policy (H)

1. Water Wizards Swim School will not refund or discount classes that are missed for reasons of holiday, sickness, social engagements, self-isolation, or absence etc.
2. We regret that we are unable to offer an alternative swim date for missed lessons as what seems like a simple request can be an administrative nightmare when spread across hundreds of swimmers.
3. If any child withdraws from a course after being accepted, monetary refunds will not be given unless withdrawal is for a serious medical reason, where a doctor's note may be required. All requests for cancellations or refund due to a serious medical reason need to be made in writing and sent via email.
4. A 15% administration fee will be deducted from ALL refunds to cover our costs.
5. If your child is absent for more than 3 weeks without informing us, you will lose your place and no refund will be issued.

## Pool closure (I)

1. In the event of a pool closure, Covid-19 lockdown, or lesson cancellation we will offer you either an alternative swim date, non-transferable credit for your next available enrolment or a lesson at an alternative swim venue (subject to availability). **No monetary refunds will be given in any circumstances.**
2. Where possible, a substitute lesson will be offered and, in some circumstances non-transferable credit notes (valued for a maximum of 6 months from the date of issue) may be given in lieu of payment to be used towards the next available enrolment. In an instance where a swimmer is not returning to our classes for a further lesson, they will be afforded a substitute lesson only and will not receive a monetary refund. Our liability for any such cancellation or closure shall be limited to this substitute lesson or non-transferable credit note, and we shall not be liable for any losses of any kind incurred by you as a result of such closure or cancellation.
3. If you do not accept the substitute lesson, do not wish to use the non-transferable credit for the next available enrolment or despite all reasonable efforts we cannot find a future suitable lesson before the expiry of the 6 month lesson credit time window, we are not obliged to provide a refund.
4. If we have advanced notice, every effort will be made to make you aware of pool closure via social media, email, and text message but **it is your responsibility to check lessons are going ahead as planned for each session.**

## Issues of Liability (J)

1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence, our employees, agents, or subcontractors, and for fraud or fraudulent misrepresentation.
2. We are responsible to you for foreseeable loss and damage caused by us but only to the extent of the value of the contract that you have with us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is reasonably obvious that it might happen or if, at the time this Agreement was made, both we and you knew it might reasonably happen.
3. In the absence of any proven negligence, lack of due diligence or breach of duty by us, the participation of you, or your child, and any other people whom you invite or whose care you have placed your child in for the purposes of attending or observing our swimming sessions, is done so entirely at your and their own risk. Any incident must be reported to Water Wizards Swim School immediately.
4. In the event that you, other people whom you invite or your child causes harm, damage, loss or injury to any other person or property, you agree to indemnify us and reimburse us for all claims, losses, damages, expenses (including legal fees), and any other liability suffered by us as a result of such harm, damage, loss, or injury.
5. We shall not be liable for any loss, theft or damage of your, other people whom you invite, or your child's personal possessions left by you on the property (including without limitation in the changing rooms, pool side, toilets and in the car park). This is done so at entirely your own risk. Cars parked in the car parking areas are left entirely at the owner's risk.
6. If we are subject to a force majeure event we shall not be in breach of this Agreement, providing that:
  - We promptly tell you of the nature of the force majeure event causing our failure or delay in performance.
  - We have used all reasonable endeavours to mitigate the force majeure event and to resume our obligations under the terms of this Agreement as soon as reasonably possible.
  - Force majeure event to include but not limited to the following: Fire, flood, compliance with any law, acts of God, terrorist attack, local, national or international disease, failure of utility service (e.g. electricity, gas, water, oil), war, sonic boom, explosion, accidental damage, labour disputes, collapse or partial collapse of building structures.