



WATER WIZARDS SWIM SCHOOL LTD GENERAL TERMS AND CONDITIONS

This agreement supersedes any other version prior to May 2022.

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 ask you to view the updated Terms and Conditions on our website. The Terms and Conditions on our website will always be the most up to date version. As soon as an updated Terms and Conditions is available on our website, it will take immediate effect and supersedes any other version regardless of whether we have sent you an email update.

Please do not attend lessons if you or a member of your household have a confirmed case of Covid-19.

Enrolment/re-enrolment (B)

Spaces are limited per class and will be issued on a first come first served basis. Your swimmer will not be enrolled/re-enrolled onto any class until payment in full is received. All payments must be via BACS/direct deposit, we do not accept cash. 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 swimmers 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 swimmers first choice, especially if they progress to a different Stage or payment is not made by the due date.

Pool facility (C)

1. Please be considerate to all uses of the pool facility and reduce close contact to an absolute minimum.
2. 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. One of our team members will invite you into the pool building approximately 5 minutes before the start of your swimmer's lesson. You must leave the facility no later than 10 minutes after your swimmer's lesson has ended.
4. Parents/Guardians are responsible for the safety and supervision of any children they bring at all times inside and outside the pool building, before and after their lessons. **Water Wizards Swim School can only be responsible for children 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. Please consider that the spectator area is **extremely limited**, and seating is allocated on a first come, first served basis. **We do not allow standing or overcrowding of the spectator area for fire safety reasons.**
7. Spectators 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.
8. Only swimmers 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. Covid rates remain high so a face covering over the nose and mouth is **strongly recommended** for all adults (unless medically exempt) and should be used in confined spaces (changing rooms, corridors, poolside etc).
10. If you are dropping off a swimmer (and not spectating) please remain in your car or leave the school site until 5 minutes before the end of your swimmer's lesson. **Please be ready to collect your swimmer at the pool front door.**
11. The entire school site is off limits so please do not congregate anywhere within the school grounds.
12. All visitors to the facility should remove outdoor footwear before going into the changing rooms.
13. Parents/Guardians must not enter the changing rooms unless their swimmer is a **red hat or under the age of 8 years or needs parental help getting changed or has been arranged with us previously.** Any swimmer 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.
14. Swimmers over the age of 8 should get changed independently unless specific help is required by a Parent/Guardian **and arranged in advance via email.**
15. Parents/Guardians supervising their swimmer in the changing rooms are solely responsible for the swimmer 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 (swimmer or adult) they should immediately tell a member of the Water Wizards' Swim School team and not attempt to deal with it themselves.
16. Parents/Guardians are responsible for ensuring all belongings are safe and secure while your swimmer swims. Water Wizards Swim School will not accept any liability for articles lost, damaged or stolen.
17. Any property that is left behind will be kept for 3 weeks, after that time all unclaimed property will be given to a charity or disposed of.
18. Glass bottles and food are not permitted in the pool building.
19. Smoking is strictly forbidden at any time anywhere on the school grounds.
20. Please familiarise yourself with the whistle code:
 - One short blast – teacher getting the attention of a swimmer/spectator.
 - Three short blasts – teacher entering water to carry out emergency rescue.
 - One long blast – Clear the pool.

21. 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 swimmers 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 swimmer.
2. Under no circumstances should Parents/Guardians 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 swimmers in their classes and are constantly assessing danger and will not be able to talk on the 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 swimmer, 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 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 manner or applying force to another person, to any swim school property or the property of any persons.
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

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, Stage 3-10 swimmers will need to arrive “beach ready” with swimwear under easy to remove clothing on poolside.
3. Please ensure your swimmer 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”.
4. Swimmers participating in swimming lessons must wear the appropriately coloured swimming hat for that class. Swimmers who do not have a hat will be requested to purchase another one. If your swimmer forgets their hat or needs to borrow one two weeks in a row, you will be required to purchase a new hat.
5. Whilst your swimmer 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.
6. Swimmers exiting lessons will be given a 10-minute window to briefly dry, dress and leave the facility.

7. 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.
8. Swimmers with additional needs are welcome where possible and are fully integrated into our regular classes. We do not however employ specially trained staff for swimmers with additional needs and therefore cannot be held liable for the care of such swimmers beyond the teaching of swimming.
9. We reserve the right to request that your swimmer 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 implemented 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.
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/Guardians 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 be 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) will take the lead **independently** in dealing with all safeguarding matters and 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 have a confirmed case of Covid-19.

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 swimmer 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 swimmer must have been clear of all symptoms for at least 48 hours before attending lessons. **If in doubt, seek medical advice.**

Refunds and Cancellation Policy (H)

1. Water Wizards Swim School will not refund, credit, 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.
3. If any swimmer 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 via email.
4. A 15% administration fee will be deducted from ALL refunds to cover our costs.
5. If your swimmer 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, lockdown, or lesson cancellation in the first instance we will offer you an alternative swim date (subject to availability) within a reasonable timeframe of the current swim term. Only if this isn't possible, you will be offered a non-transferable credit (to be used towards the next available enrolment only) in lieu of payment or a lesson at an alternative swim venue (subject to availability). **No monetary refunds will be given in any circumstances.**
2. In instances 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 because 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 upon request we cannot find a future suitable lesson, we are not obliged to provide a refund and any non-transferable credit will expire.
4. If we have advanced notice, every effort will be made to make you aware of pool closure by email, text message or social media 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.
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.
3. In the absence of any proven negligence, lack of due diligence or breach of duty by us, the participation of you, or your swimmer, and any other people whom you invite or whose care you have placed your swimmer 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. If you, other people whom you invite, or your swimmer 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 because 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 swimmers' 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.