

## **Terms and Conditions**

The following Terms and Conditions form the basis of a Contract between You and Little Swim Company LLP (hereafter referred to as LSC). Please take the time to carefully read through this Contract. By confirming with payment you are acknowledging that you have read, understood and agree to the following terms and conditions.

### **1.0 Teaching Policies and procedures**

All LSC Instructors are ASA or STA qualified;

We will endeavour to provide a temporary replacement Instructor in the event of any Instructor absence;

We reserve the right to replace Instructors, if necessary once the term has started and cancellation due to Instructor change is not valid;

Due to in-house training, we may have a second qualified Instructor in the pool as part of their training to become a LSC Instructor:

LSC Instructors can only be responsible for students during their swimming lessons and parents and/or guardians are responsible at all other times. The swimming lesson begins when the instructor accepts charge of the student from the parent or guardian and ends when the student is returned to the designated pick-up and drop-off point at the end of the lesson. Although instructors will endeavour to hand the student back directly to the parent or guardian the student is the full and sole responsibility of the parent or guardian when the student is returned to the designated pick-up and drop-off point at the end of the lesson. This is very important so please ensure that you or your appointed guardian are present at the designated pick-up and drop-off point at the end of the lesson.

Parents must remain on the premises whilst the student is in their lesson. This is imperative in case of the unlikely event of a medical emergency, building evacuation or other situation.

### **2.0 Booking and Payment**

By paying the invoice, you are acknowledging that you have read, understood and agree to the terms and conditions

All bookings are accepted on a "First come first served" basis and we cannot guarantee your choice of day and time. Existing customers will receive a rebooking email approximately 3 weeks before the start of the new term.

To guarantee your booking or rebooking is processed correctly, please pay your invoice within given time. Please note we do not reserve or hold any places unless there are special circumstances and only by prior arrangement. It is your responsibility to book your place on time, failing to process your payment online will mean you will not have a place for the new term.

All payments are via CARDSAVE secure online payment system. If you have any problem using the online facility, please contact LSC on 07968 914013.

Your payment details will be securely held by CARDSAVE Merchant Services and LSC has no access to them.

LSC offers a 10% sibling discount for brothers and sisters. Please note this offer cannot be redeemed for money and cannot be used in conjunction with any other offer.

### **3.0 Cancellation and refunds**

If you wish to cancel a confirmed booking once the term has started, no refund or credit will be offered unless on medical grounds (see below).

Missed Lesson(s): All instructors and pool sessions for a Term are contracted and agreed well in advance of the start of term. We are therefore unable to refund any money for sessions missed because of a) General illness to either parent/guardian or child b) Holidays confirmed prior to or taken during the term c) Late arrival or non-attendance (voluntary withdrawals).

LSC are not obliged to offer 'catch up' classes and will not transfer any missed lesson(s) from your current term to an alternative term.

There may be circumstances out of our control, in which the pool might not be available for LSC lesson(s). Examples of these circumstances include (but are not limited to) damage to the pool, severe weather conditions, power failures, industrial action, and instructor sickness. Where a lesson(s) are cancelled due to an unforeseen circumstance, LSC will undertake every action to ensure additional session(s) within the scheduled term (including half term) or in between terms. If you are not able to attend this alternative date, or where LSC is unable to arrange the additional lesson(s), we will automatically credit you with the correct amount for the forthcoming term. LSC will not be able to cover the cost of any travel expenses if we use an alternative venue.

Should a lesson already in progress or about to start, have to be cleared for any reason, LSC is under no obligation to refund the lesson(s) or part thereof, although LSC will endeavour to make up the cancelled lesson where possible. If you are not able to attend this alternative date, or where LSC is unable to arrange the additional lesson(s), we will automatically credit you with the correct amount for the forthcoming term

Any catch up classes are at the discretion of LSC and depend on the circumstance of the absence. LSC offers this service as a gesture of goodwill and is not statutorily obliged to do so. This is limited to a maximum of 2 per term where possible for LSC to offer the catch up class.

#### Refunds/Credits for Withdrawal on Medical Grounds

After a course has started, if you wish to withdraw from the agreements of your booking on a medical basis we require an email/letter cancelling your course followed by a doctors note from your GP, Consultant or Specialist within 7 days of your written cancellation, confirming the child should not swim (for at least 3 weeks), which you need to forward to [littleswimcompany@gmail.com](mailto:littleswimcompany@gmail.com). Where agreed, a credit for the balance of the sessions remaining from the date of the receipt of your written notification along with the doctor's note. If you wish to cancel a course on medical grounds before the term has started, please see Section 3.0 above and follow our standard cancellation policy.

#### **4.0 Code of Conduct**

Nappy system: LSC operates a STRICT double nappy system for all babies, toddlers and children until they are fully toilet-trained. The double nappy system is a disposable or re-usable swim nappy underneath a Happy Nappy (neoprene nappy), which should fit closely enough to form a tight seal around the waist and thighs. You will be able to purchase the Happy Nappy through ourselves or other suppliers. Disposable/reusable Swim nappies are available from supermarkets and chemists. Babies and toddlers do not need to wear anything else apart of the double nappy system. Children wearing swim trucks, swimsuit, Eczema Suit or similar will still have to wear the double nappy system underneath if they are still no toilet-trained.

Please note, the instructor will not allow in the water any child or parent who does not wear the appropriate swimwear.

Spectators: We welcome spectators but for health and safety reasons and for the comfort of the group, this is limited to 2 spectators per child per session, in the designated viewing area. Only the parent/adult swimming with the baby/toddler will be allowed inside the poolside and changing areas.

Lost Property and Valuables: All property left in changing rooms, poolside or spectator's areas, is left at your own risk. LSC will not accept any responsibility for the loss or damage of any personal

processions.

Lost property will be kept at the pool and subject to the Lost Property rules at each pool. Please note, odds and ends lost property such as shampoo, dummies, socks, etc. will be disposed of at the end of each day.

#### Photography and Video Recording

We cannot allow photography or video recording on any device (including but not limited to mobile phones) during the lessons for health & safety reasons.

#### Data Protection Policy

LSC will not use or make available any personal information that we hold to any third party not directly responsible for or connected with the servicing of your booking eg Cardsave

LSC will not use your personal information except to send you promotions, mailing marketing, course information and notifications.

#### Amendments to Terms & Conditions and Statutory Rights

LSC reserves the right to amend its booking terms and conditions and associated documentation at any time. These Terms and Conditions do not affect your statutory rights.