



Terms & Conditions

Including:
Code of Conduct

February 2022
Review Date: February 2023

Water Lilies Swimming School Ltd

01379 740489
treacle@waterliliesswim.co.uk
www.waterliliesswim.co.uk

Registered Address: Water Lilies Swimming School Ltd,
Waveney House, Bungay Road, Scole, Diss, Norfolk IP21 4DX. Company Number: 11855631 VAT Number: 317778860

Welcome to Water Lilies Swimming School Ltd

We guarantee to provide safe, quality swimming lessons that build confidence and ability, using qualified swimming teachers at all times. It is important for all members of Water Lilies Swimming School Ltd to agree and adhere to our Terms & Conditions and Code of Conduct, detailed here:

1. Enrolment Conditions

Full Payment is required with enrolment / re-enrolment. A place cannot be confirmed unless payment has been made.

Payments can be made by Card, Cash or Bank Transfer or via our Direct Debit system (GoCardless).

Places are allocated on a first come first served basis. Demand can be high so prompt registration is advised.

All parents and swimmers must agree and adhere to the Water Lilies Swimming School Ltd Terms & Conditions and Code of Conduct and sign on their booking-in form to say they understand and agree to them.

If you wish to take a holiday during the term, you will still be charged for the full term. You will of course retain your place on the course for that term.

2. Data Protection (GDPR May 2018)

The information provided by you to us will only be used for the purposes of processing and administering the swim school. No information is sold or passed to any third parties without your explicit consent. The information you provide us (name, contact details, medical conditions etc.) is held securely and only accessible to those who need access to it.

Some information will be transferred to third parties to allow us to process your enrolments. This includes but is not limited, WorldPay and GoCardless who process our electronic payments, the companies who provide our storage and email systems (Onedrive & SLA Associates) or the organisations we work with to ensure compliance with all regional laws (e.g. our accountants, system administrators and HR providers). Only information which is relevant to each organisation will be transferred. For example our Accountants will not receive information of swimmers' personal details.

All of these companies have been thoroughly vetted and are fully compliant with the regulations around the GDPR and if outside of the EU hold the appropriate compliance certification to allow us to work with them.

The processing and storage of all data is entirely optional to all parents, guardians and swimmers however, without the consent for us to store and process the information we will be unable to accept you into our swim school.

Water Lilies Swimming School Ltd is fully registered with the ICO in regards to all of its data processing and storage.

More detailed information around our Data Protection promises can be found on our website www.waterliliesswim.co.uk

Data Protection—Updating and Transferring Information

At any time customers can update their information contacting a member of Water Lilies Swimming School Ltd staff who will do it on their behalf.

3. Waiting Lists

There are a maximum number of participants for each session. Should classes be full then a waiting list will be put into operation.

As soon as a new place becomes available, in the appropriate ability level, you will be offered that place. Please inform the Water Lilies Swimming School Ltd as soon as possible if you no longer wish to be kept on the waiting list.

4. Cancellations - THIS INCLUDES EVERYONE PAYING BY DIRECT DEBIT

All requests to cancel membership must be made in writing, with supporting medical evidence if relevant. Cancellations received 7-14 days prior to the start of the course will be subject to a cancellation charge of 20% of the specific term's full booking fee.

If you cancel your place within 7 days of the start of the term that you have enrolled and paid for, we will refund 50% of the fees.

If you cancel your place after the start of the term, then no refund will be given. Refund/Credits are not given if your child refuses to get into the water or you change your mind.

Water Lilies Swimming School Ltd reserves the right to change or cancel a course at any time. Arrangements will be made to reschedule where possible, if not refunds will be payable.

Any cancellations due to power cuts, adverse weather, disasters, terrorism, war and pandemics will not be refundable, as these are out of our control.

If you have any issues you would like to raise in relation to your child's lessons, please contact the Water Lilies Office straight away, as it is more difficult to address these if you leave it until the end of term.

Private lessons may be cancelled by giving not less than 24 hours (1 working day) notice to the Water Lilies Office. Notice of a cancellation of any lesson within 24 hours of a lesson will result in the full lesson fee being due or being deducted from any credit balance as appropriate. **For lessons scheduled on Monday cancellation would be required by 5pm on Friday.**

Should a lesson already in progress or about to start and have to be cleared for any reason, then Water Lilies Swimming School Ltd is under no obligation to refund the lesson or part thereof.

5. Holidays

If you wish to take a holiday during the term, you will still be charged for the full term. You will of course retain your place on the course for that term.

6. Medical

When you sign our Terms & Conditions, you take responsibility for the fact that, should you answer 'yes' regarding any medical conditions you or your child might have, you've checked things out with your doctor before starting with us. This responsibility is passed on to any other parent or carer who might bring your child swimming. Medical conditions must be disclosed to Water Lilies Swimming School Ltd regarding the health of you, your child or those who you have placed your child in care with for the purpose of attending swimming sessions. All information received is treated in confidence and with sensitivity.

If your child has a heavy cold, sinusitis or an ear infection we recommend they do not swim. Refunds are not given for missed lessons due to sickness.

Following on from sickness we request your child be clear of any symptoms for 48 hours prior to attendance at class. Adults and children must not swim if they have had a diarrhoeal illness in the past 14 days, as advised by the NHS.

As advised by the NHS, cover warts and verrucas with a plaster when swimming. If you or your child has a verruca on your foot please do not walk barefoot at the pool. We suggest you wear a clean pair of flip flops (not worn outside.)

If a swimmer has broken a limb, requires an operation or has been given a medical reason why they cannot attend the remaining lessons, then we will consider transferring the lessons to the next term, or offering extra lessons if we can accommodate this. This is subject to a doctor's note being received. Only the number of weeks remaining from the term will be held and carried over and the weeks cannot be backdated for missed lessons.

7. Re-enrolment

Swimmers already having lessons with Water Lilies Swimming School Ltd will have priority on places provided they re-book and pay on time. If we do not receive your payment by the due date, as advertised, then your child's place may be allocated to another person. If you have a change request, please email the Water Lilies Office before the priority booking closing date. We will then get back to you with possible spaces once all re-enrolments are in. Re-bookings are normally done towards the end of term. All other places are booked on a first come, first served basis. Water Lilies Swimming School Ltd will endeavour to be flexible in its allocation of time slots. However, it may not always be possible to book or re-book your first choice. The group that the child is placed in will be at the teacher's discretion.

If you are re-enrolling for the Autumn Term and your child is due to start Primary School in the September, please email the Water Lilies Office to let us know - before the priority booking closing date for that term. We will contact you with the after school class options.

Payment is due before the start of any lessons.

Term dates are detailed on the Water Lilies Swimming School Ltd website

www.waterliliesswim.co.uk, detailed in the re-enrolment email and posted on Water Lilies Swimming School social media pages. All booked lessons are listed in your Parent Portal area (online dashboard of information about your swimmer) accessed via www.waterliliesswim.co.uk

8. Staff

All Instructors are qualified, insured and experienced swimming teachers and hold the relevant Swim England / STA certificate(s). We pride ourselves on our high Instructor to Swimmer ratio, ensuring your child will receive above average attention.

As some physical contact with your child is unavoidable all staff adhere to Child Protection Procedures and are DBS (CRB) checked.

Water Lilies Swimming School Ltd reserves the right to replace advertised coaches or programmes where unavoidable.

If an instructor is unwell or cannot attend a session, Water Lilies Swimming School Ltd will endeavour to provide a cover teacher.

9. Pool closure

Pool closures happen on rare occasions, making it necessary to cancel lessons. If it is possible we will text all available numbers we have for you and email.

If a pool is closed due to a fault on our part that is within our control or on the pools part, such as pool plant failure, water heating, chemical or quality problems, then a deduction of the cost of 1 lesson from your next enrolment will be offered.

For pool maintenance closure for which advanced notice is given, you will be advised in your enrolment letter and cost of lesson deducted from your term's fee.

10. Lost Property

Water Lilies Swimming School Ltd does not accept responsibility for any damage or loss of property or articles left on the premises (whether being worn or left in the pool/changing rooms) or within the grounds/car park of the premises.

11. Parking

All of the pools we teach at are private pools and linked to private properties. For your safety, and also the pool owner's privacy, please ensure you keep your children close to you at all times when walking from the car park to the pool.

All pools are on private property and some may have large / deep ponds, farm machinery and/or farm buildings close by.

Please make sure you are parked in the allocated parking spaces only. Please do not park on any grassed areas (unless directed).

Parents/guardians must **supervise children at all times** inside and outside the pool building and parking areas.

Please take extra care and drive **extremely slowly** when arriving, parking and leaving all pool venues.

Responsibility

All users of the private pools are to make themselves familiar with the individual pool's rules.

Parents/guardians are responsible for their children at all times in the changing area and entrance area. They should always be under the direct supervision of an adult who is not taking part in the lesson and never be left unattended. Children running on wet surfaces can very easily slip and hurt themselves.

The changing room configuration is different at each pool, please be mindful of sharing the space with other swimmers. For the pools at which the changing rooms are Male and Female, anyone aged 8 years or above are only permitted to go into the changing room for their gender. If your older child requires assistance changing but their accompanying adult is of the opposite sex, please contact us in the WLSS Office in advance of your lesson to discuss your needs.

Children are not Water Lilies Swimming School Ltd's responsibility until Water Lilies staff takes them into their lesson.

Parents should remain onsite at the pool when their child/ren is/are swimming.

Parents must be present at the changing rooms / entrance door of the poolhouse at the end of their child's lesson to pick their child up. Children are not Water Lilies Swimming School Ltd's responsibility after Water Lilies staff excuse them from their lesson.

In the absence of any proven negligence, lack of due diligence or breach of duty by the instructor(s) or Water Lilies Swimming School Ltd, the participation of you, your spouse/partner, child or those in whose care you have placed your child for the purpose of attending or observing Water Lilies Swimming School Ltd sessions is done so entirely at your and their own risk.

Any incident must be reported to Water Lilies Swimming School Ltd immediately.

Water Lilies Swimming School Ltd shall not be held responsible for any personal injury or fatality that may occur.

Responsibility for all applications of swimming practised outside of the Water Lilies Swimming School Ltd classes both now and in the future is borne by you and not Water Lilies Swimming School Ltd.

Water Lilies Swimming School Ltd does not take any responsibility for the application of any Baby Swimming practices described or shown in books and videos.

The recommendations, ideas and techniques expressed and described in Water Lilies Swimming School Ltd classes, as well as in books and videos endorsed

by Water Lilies Swimming School Ltd cannot be regarded as a substitute for the advice of qualified medical practitioners. Any uses to which the recommendations, ideas and techniques are solely at your discretion.

Photography

Please note that due to child protection regulations photography (including camera phones) and video filming are NOT permitted during Water Lilies Swimming School Ltd lessons or during photography sessions arranged by Water Lilies Swimming School Ltd.

Official photoshoots are at times arranged by Water Lilies Swimming School Ltd for which we obtain signed consent. Water Lilies Swimming School Ltd reserves the right to use our over/underwater photographs for publicity purposes. However, in each instance we will endeavour to inform you first.

All Water Lilies Swimming School Ltd photography, logos and illustrations are the copyright of Water Lilies Swimming School Ltd (or credited party). Any scanning or reproduction of any of the above without our written agreement will be regarded as being in breach of our copyright and dealt with accordingly.

Water Lilies Swimming School Ltd cannot be held liable for the actions of third parties and, therefore, excludes to the fullest extent possible by law, any liability arising from a breach of this section headed "Photography" by any party.

Code of Conduct

Swimmers

- Swimmers should not eat for at least 1 hour prior to swimming.
- Please arrive for the teaching session on time.
- As a general rule of thumb, do not enter the pool area prior to your lesson start time. Whilst you are waiting for your class, please keep poolside/outside noise down to a minimum so that all lessons can take place in a calm and peaceful atmosphere.
- Only enter the pool (water) once your instructor has invited you to do so. Listen to what your instructor tells you. If you don't understand, please ask.
- The following action is seen as disorderly behaviour: running, diving, jumping, ducking, fighting, bombing, shouting and throwing items. If you are warned and behaviour persists you will be asked to leave.
- Do not 'dangle' babies into the water at the side of the pool, you may be asked to leave the pool area and not continue your session if this occurs.
- Swimming goggles, including those with ophthalmic prescription lenses, may be worn at the wearer's own risk. To avoid injury the wearing of spectacles in the water by a swimmer during a session is not recommended. Care of spectacles is the responsibility of the parent/guardian.
- Jewellery can be a hazard and should not be worn during swimming, including earrings.
- Appropriate swimwear should be worn at all times in the swimming pool and communal changing areas.
- During lessons parents/guardians must not interrupt or communicate with the teacher, distract the pupils or approach the poolside, unless it is a matter of health and safety, as you may endanger the safety of the pupils and other pool users.
- Please ensure long hair is tied up.
- If your child is asthmatic please ensure that their inhaler is taken on poolside with them.
- Swimmers should not attend if they have Covid-19 symptoms or are required to self-isolate.

Pool Safety

- In the event of any emergency the person in charge will follow the pools emergency action plan (EAP).
- All swimmers and spectators will immediately stop what they are doing and wait quietly for further instructions.
- Should it be necessary to clear the pool, when the instruction is given, all swimmers will move to the sides of the pool, leave the water and stand back from the side.
- Should it be necessary to evacuate all spectators, instructors and swimmers from the building

no attempt should be made to recover possessions from the changing rooms or anywhere else within the building.

In the interests of hygiene

- All swimmers must arrive to their lessons with clean bodies - shower and go to the toilet before they enter the water as this helps to keep the pool clean and maximises learning time.
- Do not take any food or drink into the changing rooms or pool areas.
- No buggies in the changing rooms, please leave them outside.
- Shoes must be worn when walking from car park to the pool building, preventing grit being brought into the pool area.
- Remove shoes at the entrance doorway, shoes must not be worn in changing areas and pool hallway.
- Babies and toddlers are prone to all sorts of mishaps. Our **double nappy system** is pretty fail-safe, but should anyone's lunch decide to make a reappearance, please tell your teacher immediately. High quality leakproof re-useable nappies available to purchase via Water Lilies Swimming School Ltd.
- Ask your instructor for poolside products or email treacle@waterliliesswim.co.uk You can also ring the office to order. Please contact us on 01379 740489 if you would like further information about the double nappy system.
- All babies, until they are potty trained, must wear double protection nappies in the pool consisting of a disposable swim nappy underneath a leakproof re-usable swim nappy or baby wrap. Water Lilies Swimming School Ltd reserves the right to refuse admission to the swimming pool without the appropriate swimwear.
- At the request of all pool owners, used or soiled nappies should NOT be disposed of in changing room / pool bins. Please double bag and take home.
- Always change your baby on the floor using a suitable changing mat. Do not use any raised areas such as benches, trolleys or tables. This is to prevent babies from rolling onto the floor from high surfaces which can easily happen and is extremely distressing for all concerned.
- Please use the mops available in the changing areas to mop up any puddles of water from wet swimwear or using the shower to avoid slippage and keep the changing areas clean and tidy to ensure a comfortable changing environment for all users.
- No smoking allowed on site anywhere, including outside areas. No pets allowed.

Changes to Terms and Conditions / Code of Conduct

From time to time Water Lilies Swimming School Ltd may update these terms by sending you either an updated version or notification of minor changes. You are free to not accept these changes but we would ask you to notify us in writing of your non acceptance within 14 days of your receipt, failing which we will be entitled to treat our agreement with you as being subject to the updated version.

Contact Us

Should you require any further information or advice please do not hesitate to contact the

Water Lilies Office on t: 01379 740489 e: treacle@waterliliesswim.co.uk

www.waterliliesswim.co.uk

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