

Our Agreement with You:

Your agreement with Active Swim shall be considered to be in effect upon booking with Active Swim. This booking may have been made on line, over the phone, via email or letter.

Behavioural Standards and Exclusion

Active Swim expects all children, parents and guardians to behave at all times in a manner that is acceptable to other customers and staff. Active Swim reserves the right to exclude anyone who fails to maintain the required standard. Such failure shall include, but not be limited to – racial, sexual, verbal or physical bullying of a fellow child or member of staff. Transportation of the child home will be the responsibility of the parent/guardian and no refund or credit will be issued.

Complaints

Active Swim is fully committed to delivering the highest standards of teaching, coaching and childcare to the local community. If you or your child is not entirely satisfied with the service we provide we would like to hear about it. If we become aware of any problem while you or your child is still attending a course or activity, we will aim to resolve this at an early stage. You can be assured that any complaint will be taken very seriously. In the first instance, the complaint should be made to the Duty Manager or Course Tutor, who will look into the matter. If you feel the response to the complaint is not acceptable or you would like to take the grievance further, the complaint should be made in writing and addressed to:

The Director, Active Swim School, hamid@activeswim.co.uk

Changes of Terms and Conditions

Terms and Conditions are correct at the time of publication/issue and are subject to change without prior notice.

Policies and procedures

Active Swim Policies and Procedures will be available to view at each venue.

Insurance

All participants are covered by our Public Liability Insurance.

Liability

Active Swim does not accept liability for sickness, personal injury or death of any participants unless directly caused by the proven negligence of the company or its' servants. Organisers providing the facility and their servants are under no liability whatsoever in respect of personal injuries, loss or damage to property whilst attending any Active Swim course.

Payment

Active Swim accepts the following forms of payment: PayPal, debit and credit cards, cash and cheques.

Returned payments

If on the rare occasion payment is made by cheque and is returned by the bank, there will be a bank charge of £5.00. Active Swim does not accept any liability for bank

charges you may incur. Due to the high volume of payments received, the responsibility rests firmly with the customer to ensure all payments are valid at the time of booking.

Course Structure

In order to maintain a consistent service delivery, all Active Swim employees undertake a comprehensive induction and training programme.

Active Swim recognise that course progression is improved with consistent instruction. In order to obtain this, Active Swim follows the ASA National Curriculum stages which all instructors and staff work towards.

Active Swim will endeavour to try and keep pupils with the same instructors.

Unfortunately Active Swim cannot guarantee that pupils attending course will have the same instructor each term.

Lost Property

Please ensure children do not bring valuable toys or belongings when attending Active Swim courses. Active Swim cannot accept liability for lost, stolen or damaged items.

Please ensure clothing and other belongings are clearly labelled with the child's name to help us return unclaimed items. Lost property will be kept at the office or at the pool for a period of three weeks after the end of the course. If items are still unclaimed after this period, Active swim will distribute them to local charities.

Valuables and Jewellery

All property left at any Active Swim venue whether it is in a changing room, on poolside, left in entrance halls or outside, is done so at your own risk. Active Swim cannot accept any responsibility for the loss or damage of any personal belongings.

Medical conditions

It is the responsibility of the parent/guardian to inform Active Swim of any medical conditions when first signing up with us. All information will be kept strictly confidential.

Swimming Lesson Bookings

We require all places on Active Swim courses to be booked prior to the course commencing to ensure correct staff to children ratios are met. Registration on the day may be accepted depending on the availability of places but we cannot guarantee a place so please have alternative arrangements ready.

Renewals for the next term take place approximately four to six weeks before the current term ends. In making a renewal you are reserving a place on the next course and not a specific time. However, we will endeavour to keep your slot as close to your current time or your new request as possible.

Your lesson day and time will be confirmed one week prior to the end of the current term. If you have not received confirmation at this point it is the customer's responsibility to contact the support office and ask for confirmation.

Bookings are accepted on a first-come, first-served basis and must be accompanied by full payment of the course fee. Any bookings received without payment will not be deemed valid until payment is received in full. We are unable to reserve places.

Changing, Moving and Cancelling Lessons

We always try to be as flexible as possible within our operational constraints. During the

booking process when the support office is compiling the timetable, you can request to change your lesson time, day, or pool and we will endeavour to accommodate your request subject to a space being available.

Cancellations by Active Swim

Active Swim pool sessions and teachers are contracted for the term in advance. We are therefore unable to refund any monies for sessions missed because of general illness to either parent/guardian or child, broken limbs, holidays confirmed prior to or taken during the term or for missed sessions because of late arrival or non-attendance (voluntary withdrawal).

Cancellation of a FULL course by Active Swim

Should it be necessary for Active Swim to cancel a course in its entirety, you will be offered a full refund or a place on the same or similar course at a later date.

Cancellations Due to 'Circumstances beyond our Control'

There may be circumstances beyond our control and contemplation, in which the pool might not be available for Active Swim sessions. Examples of these circumstances include (but are not limited to) damage to the pool, severe weather conditions, power failures, industrial action. Such circumstances are referred to as 'Force Majeure'. In such a case no refund will be issued.

Where reasonably possible, Active Swim will try and include an additional lesson during half term breaks or school holiday periods. However this can be in no way guaranteed.

Cancellation and Refund Policy on Receipt of your Allocated Time

You will receive notification regarding details of the forthcoming term prior to the start of the term. If you wish to cancel the next terms booking you must do so within 7 days of this notification.

If you would like to cancel after the 7 day period or once the course has started we will only issue refunds if we are able to fill your place/places with a new pupil. This cancellation request must be made in writing. If the support office can fill your place then you will then receive a refund for the remaining weeks taken by the new pupil.

Intensive Swimming Lessons

When cancelling a course of intensive lessons during school holiday periods, refunds will only be issued if the office is notified within two weeks of the start of the course.

Half Terms, School Holidays and Bank Holidays

Occasionally lessons run in half term breaks and school holidays. If lessons do run over a holiday period we will be unable to offer refunds or credits if your child/children are unable to attend.

Time Change due to Circumstance beyond our Control

We reserve the right to change your existing class time due to reasons beyond our control.

Illness

Never bring your child swimming if they have any illness such as an ear infection, diarrhoea, chicken pox, impetigo, conjunctivitis or a bad cold. Please wait until your doctor has given the all-clear before returning to classes.

In the instance of sickness and diarrhoea your child must have been clear of all symptoms for at least 48 hours before attending a lesson. Should your child or the parent/guardian taking your child into the water have, or develop, any known or suspected medical condition you must please consult your doctor before bringing them swimming.

Nappies

All babies and toddlers and those children not yet potty trained must wear a swim nappy in the pool with a swimming costume or pair of swimming trunks over the top. Active Swim reserves the right to refuse entry to any child who is not suitably attired. Please dispose used nappies in the yellow colour bins located in the changing room. Never leave nappies in an open bin (including those within the venue grounds).

Pool/Poolside Health and Safety

No outdoor footwear or prams are permitted onto poolside. Where available, please use shoe covers or go bare foot.

Parents/guardians are responsible for the safe supervision of any children you bring at all times: on poolside, in the changing rooms and on the pool premises. They should always be under the direct supervision of an adult who is not taking part in the lesson and never be left unattended. The majority of lessons take place at schools where lessons and pupils are present. We must respect their privacy and enter and leave the grounds in a suitable manner.

Teachers

Whilst it is in our best interests to ensure your child remains with the same teacher, we cannot always guarantee this. If a teacher falls ill we will replace them until they are well enough to teach. If you change your swimming day you may find a different teacher works on this day. We may occasionally employ new instructors who will need to experience 'live classes' in order gain experience. They are always fully trained at this point and will start by shadowing the regular teacher. Once experience is gained they will then start to take their own classes. When this happens we will always send an email out to all parents/guardians informing you of this change.

Cancellation and Refund Policy of your Bookings

If you wish to cancel your booking, a full refund can only be issued if the support office has been notified 14 days prior to the day your child/children start.

Changing Days/Times

If you wish to make changes to the days or times you have already booked, we can do so providing we have space on the alternate days you wish to change to. This may sometimes not be possible and if this is the case a refund will not be issued.

Illness

Active Swim requests that all children who are ill or infectious to be kept home for the full duration of their illness and for 48 hours after the last symptom occurs.

Cancellation on Day due to Illness

If your child is ill on the day they are due to attend activities and is not able to participate Active Swim will not be able to issue a refund for this missed session.

Child Exclusion

On rare occasions, if a child proves incompatible with the general well-being of camp, e.g. they are involved in bullying or are engaged in disruptive or aggressive behaviour, we reserve the right to exclude them. No refund will be made for any remaining days booked and any costs associated with the exclusion, including transport home, will be the parents' responsibility.

Policies and Procedures

Copies of Active Swim policies and procedures are available at the activity venue or will be sent to parents on request.

Enforced Venue Closure

If Active Swim is forced to close due to the compulsory closure of its premises by order of a competent authority (eg School, Local Authority, Environmental Health Etc), due to bad weather (eg Snow, Ice, Flood etc), outbreak of a human infectious or contagious condition (eg Influenza, Meningitis), Industrial Action (teaching strike etc) or for any other reason, customers will still be liable for any fees due/paid, during the entire period of closure.

Photography

At times we may take photographs at our venues, which may be used for marketing and promotional purposes. We will inform parents on the day and a form will be present on the reception desk for parents to sign to confirm they are happy for photography to take place.