Terms and Conditions

Personal details: All booking information is secure and will remain private. The parent or guardian of each swimmer is required to update Watersplash Dolphins, known as WSD here on in, of any change in personal information. All medical records and treatments relevant to swimming must be communicated to WSD in writing.

Marketing: WSD will use and retain information provided to us by anyone who enquires about classes and a course at any of our venues. We shall only use this information to market and promote swimming lessons and associated goods and services provided directly by WSD and affiliated companies.

Information is not shared with any other 3rd party companies or groups.

Classes: Parents/guardians will be informed of day and time your class commences before the start of term. The time stated is when the class starts so please ensure you arrive in plenty of time to change. Classes will not be delayed to accommodate late arrivals. Class sizes are determined by the ability of the swimmers. WSD reserve the right to merge or cancel classes.

Late arrivals will not be admitted to a class if they arrive more than 15 minutes after the start of a lesson and between 10 and 15 minutes late is admitted at the discretion of the teacher.

Teachers: WSD reserve the right to change teachers, at all times during the course, but will endeavour to keep any changes to a minimum.

Assessments: Assessments are carried out before a swimmer commences a course. The result of the assessment forms the basis of the class they are placed in which is judged to the best fit of the swimmers ability. Swimmers will be assessed continually over the duration of a course;

a. Swimmers who are progressing slower in a group may be asked to attend a more suitable class to ensure they can continue to improve at their own pace.

b. You can request an assessment at any time. However, a swimmer can only be moved to another class during the first 5 weeks of a course.

c. Duckling/Stanley classes are for children aged 3 and over.

Badges/Certificates: Badges/certificates are awarded after the swimmer has achieved the standard required based on the specific criteria for that award. All awards are given during the last 2-3 weeks of term.

Rebooking: Rebooking takes place from the last 4 weeks of each term. All swimmers currently enrolled on a course have priority to rebook those places. After the closing date places that have not been booked will be offered out to those on the waiting list.

Day/time changes: Please email your request to swim@watersplashdolphins.co.uk

Confirmation of places offered: Places can be reserved but are not confirmed until payment is received for any course. If the course starts before payment is received WSD reserve the right to allocate the place to someone else.

Refund policy: Places cancelled before the commencement of a term shall be refunded in full. After that time no refunds will be given. Refunds are issued by bank transfer up to 30 days after agreement. Any request for refund should be emailed to swim@watersplashdolphins.co.uk and are only authorised at the discretion of WSD.

Lessons missed for holidays and illness are forfeited. Refunds/credits are not made if the swimmer is unable to attend a scheduled lesson during the term.

Longer term absence i.e. medical: Lessons will be banked and credited to your account to use for the next course. This is dependent on availability of spaces.

Lessons cancelled by WSD: In the event the host pool cancels a class WSD will inform all those due to attend as soon as possible. The lesson will be rearranged at another time if practically possible i.e. half term or an additional class at the end of term.

WSD do not issue refunds if swimmers are unable to attend a session that has been rescheduled to another date. In the event that a class cannot be rescheduled your account will be credited equal to 1 swimming lesson redeemable against future lessons for use within 6 months of the original cancellation date.

Direct Debit Policy

Lessons signed up for via direct debit will be taken by GoCardless approximately 5 days after set up. If you wish to specify a day on the month for payments to be taken please confirm this at time of booking.

Set up: Direct debits must be set up in advance of your first lesson. If this is not the case a card payment/bank transfer or back payment on your account will need to be made to cover any lessons taken before the payment begins.

Cancellation: You are able to cancel at any time with 30 days' notice. A balancing payment will be added to your account or in the event of any overpayment a refund will be arranged.

Changes to direct debit amounts: Notice of not less than 30 days will be given in the event of any change to the amount of the payments taken.

Failed direct debit: Any failed payments will incur a charge of £1.50 per payment. The payment will be retried once more after failure. Should it continue to fail a request will be sent for the payment to be made via bank transfer.

WSS reserve the right to update our policy periodically.

Force Majeure

Should WSD be prevented from executing its obligations by force majeure (not limited to but including) exceptional weather conditions, flood, fire, war, terrorism, industrial action, disruption to mechanical , electrical or water supplies, acts of god, closures or restricted access by the host pool such as but not limited to events or circumstances including government, governing sports body or local council health advice and interpreted by WSD as legislation, compliance with any law or governmental rule, regulation/direction, riot, civil commotion, malicious damage, accident, plant failure or default of suppliers or sub-contractors or any unforeseen circumstances which are unavoidable WSD will notify the client as soon as practically possible setting out the reasons for its inability to execute in full or the need to delay the execution of all or part of the contract. In such circumstances WSD shall not be deemed to be in breach of this contract and conditions. In such circumstances no refunds will be given.

Should the force majeure event prevent WSD from providing any of the services for more than 90 days, WSD may, without limiting its other rights or remedies, have the right to terminate this agreement immediately by giving written notice via email.

Course etiquette and supervision:

1. As part of the teaching process and for safety it is essential that from time to time teachers will have physical contact with children, parents and guardians acknowledge and accept

such contact is required.

2. Swim teachers will only register attendance on poolside.

a. WSD Swim teachers will not accept the responsibility or guardianship of a swimmer until they are registered.

b. Parents and guardians are responsible for supervising their children until their charges are registered.

c. WSD swim teachers do not accept any responsibility to supervise swimmers in the changing rooms or guiding them to or from the changing rooms.

3. Children under 8 must be accompanied in to the changing rooms. Children under 8 should; use the changing room of the gender of the guardian accompanying them.

4. Parents and guardians must remain on the complex during the class for children under 8.

5. Swimmers should wear appropriate swim wear.

6. Medical conditions including verruca's and warts must be reported and action taken by the swimmer/guardian to protect other swimmers.

7. All swimmers must shower and toilet before entering the pool.

8. Long hair must be tied up.

9. **Parents and guardians are requested**:

a. Not to speak to your child during a lesson. Distracting a child can disrupt the whole class.

b. Do not use mobile phones or cameras whilst on poolside. Mobile phones should be turned to silent.

c. Do not communicate or distract the swim teachers during a lesson. Please contact poolside manager if you wish to speak with a teacher.

d. Do not allow a swimmer to consume sweet drinks or any food for up to an hour prior to entering the water. Swimming is an active sport and can occasionally cause upset stomachs. Any sickness is likely to cause closure of the pool and cancellation of swimming lessons. **Please do not bring your child swimming if they have suffered sickness and/or diarrhoea up to 48 hours before the lesson.**

e. WSD is not a competitive school. We aim to teach swimming to all ages and abilities. While we take every precaution to ensure the environment is safe and that the teaching methods used are safe we have to consider the action and behaviour of the swimmers and the impact on other swimmers. WSD reserve the right to remove from a single class or course anyone whose behaviour is considered potentially hazardous and disruptive to other swimmers.