

**Booking with PS** Booking information is secure and will remain private, we ask your permission to safely store your data and communicate directly related information to you, such as class day and times, changes to schedules, term dates and rebooking information. Prior to booking you must confirm you accept our Terms and Conditions and Privacy Policy. Please see our Privacy Policy for full details of our use of data and communication. The parent or guardian of each bather is required to update PS of any change in personal information. All medical records and treatments relevant to swimming must be communicated to PS in writing and changes in health must be communicated. We will not disclose any health matters to anyone outside of the business unless a medical situation arises.

### **Booking and Payment**

Existing Swimmers pay for term time lesson fees by monthly Direct Debit, in advance.

New Swimmers pay the first full term upfront.

Starting mid-term Swimmer pays the pro-rotta amount of the termly fee and then must pay the Direct Debit in line with the next entry point. (The pro-rotta amount owed will be given to you at booking).

Direct Debit entry dates:

- Paid in full for Jan start – commence Direct Debit in Feb
- Paid in full for April start – commence Direct Debit in June
- Paid in full for September start - commence Direct Debit in Oct

In the event of a missed or cancelled or bounced direct debit you will have ten working days to settle the outstanding balance. In the event that the balance is not settled within this time the swimmer/swimmers will be removed from the registers and not permitted to swim. The balance must be settled before the swimmer is reassigned a class. The balance includes any classes missed or excluded. In the event of two separate missed payments within a 12 month period, the option of paying by Direct Debit will be removed, the swimmer would not be automatically booked for the following term. If returning, the payment would have to be made in full with the addition of a £25 admin fee.

Oxted School Hazelwood Standard 30 min Term Time Lessons Monthly Direct Debit amount £29.00 applicable Feb 2020 January 2021

Oxted School Hazelwood 1 hour /45 min Lessons Monthly Direct Debit amount £31.50 applicable Feb 2020 January 2021

Crash courses and short courses are paid in full by BACS CHEQUE CASH NOT DIRECT DEBIT.

Annual Payments – Swimmers will be sent under separate email items relating to Payment otherwise the same T & C apply.

### **PoolSchools Practice**

**Classes** - You will be informed when your class commences. The time stated is when the class starts. Classes will not be delayed accommodating late arrivals.

Class sizes are determined by PS. PS reserve the right to merge or cancel classes when numbers fall below 4.

**Late Arrival** - Swimmers will not be admitted to a class if you arrive to poolside more than 15 minutes after the start of a lesson. Those arriving between 10- 15 minutes late - admittance will be at the discretion of the teacher.

**Teachers** - PS reserves the right to change teachers at all times during a 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 best fit the swimmer's ability. Swimmers will be assessed during 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 level and a suitable pace.
- b. You can request an assessment at any time. However, swimmers can only be moved to another class during the first three weeks of a course.
- c. Duck/ Parent and Child classes are for children aged 2 years and over (age restrictions are site dependent). Children allocated places with false dates of birth will not be refunded if the swimmer is asked to leave the course. The classes do always require both an adult and child to be in the water at all times.

**Badges / stickers** are awarded after the swimmer has achieved the standard required. Awards will be distributed after week three of the new term. During 2020 certificates will be issued electronically.

**Confirmation of places offered for new swimmer:** Places are not confirmed until the pro rata payment is made and Direct debit mandate has been completed.

### **Refund Policy for lessons cancelled by the swimmer:**

We must receive a cancellation via zoho (online website form) or email cancelling the lessons - It must be in writing.

In the event you cancel your place on a course before the start of a course a FULL refund of what you have paid will be issued.

If you cancel in week 1-2 of a course you will receive 75% of the amount paid minus a £25 admin fee.

After week 2 of the term no refund is offered for that term.

Refunds are submitted by cheque. Refunds are processed at the each of each calendar month.

If a swimmer is unable due to ill health or injury to attend a course from week 3-9 the swimmer has 2 options:

1. You cancel your place for the rest of term, you will be placed on the waiting list and your account will be credited with the amount for the remaining number of weeks in the term minus one lesson (No cash refund/repayment is issued).
2. Return later in the term. Holding the place open return later in the term . You are credited for the number of weeks missed less one. No cash refund/credit is issued.

**Absence Week 9-10-11-12:** No credits/refunds are offered for any reason.

No Refunds /credits are not made if the swimmer is unable to attend a scheduled lesson during the term.

#### **Alterations to terms dates and classes and SPARE dates:**

In the event that the host venue/school swimming pool requires to change the arrangements with PS which affects a class or course resulting in a class being changed, PS will inform all those attending the course of the change.

Listed on the published timetable /notice boards / website are "SPARE" dates. PS will rearrange unscheduled closure to the nearest SPARE DATE or attempt to reschedule the class. PS do not issue refunds in the event that swimmers are unable to attend a session that has been rescheduled to a SPARE DATE.

In the event that a class cannot be rescheduled your account will be credited equal to one swimming lesson redeemable against future lessons or paid as a refund should you not return to swim with PS. In the event of a significant closure spanning more than three weeks and in such circumstances where Force Majeure does not apply. PS will make separate arrangements Extend the term ; transferring fees to the next planned course; run an additional set of lessons.

#### **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/guardians acknowledge and accept such contact is required.
2. Swim teachers will only register attendance on pool side.
  - a. PS 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. PS Swim teachers do not accept any responsibility to supervise swimmers in the changing rooms or guiding them to or from changing rooms.
3. Children under 8 must be accompanied into the changing room. 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 aged fewer than 8.
5. Swimmers should wear appropriate swim wear including swim hats at all time. (Girls one piece costumes)
6. Medical conditions include verruca and warts must be reported and action taken by the swimmer or guardian to protect other swimmers.
7. All swimmers must shower and toilet before entering the pool.
8. Parents and Guardians are requested
  - a. Not to speak to your charge during a lesson. Distracting a swimmer can disrupt the whole class
  - b. Do not use mobile telephones or cameras while on pool side. Mobile telephones should be turned on to silent.
  - c. Do not communicate or distract the swim teachers during a lesson. Please contact reception or complete an enquiry form online if you wish to make contact 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 for all swimmers.

PoolSchools is not a competitive school. We aim to teach swimming to all ages and ability. While we take every precaution to ensure the environment and teaching methods are safe and instruct the swimmers accordingly, we must consider the action and behaviour of the swimmers and the impact on other swimmers. PoolSchools reserves the right to remove from a single class or the course anyone whose behaviour is considered potentially hazardous and disruptive to other swimmers.

#### **Force Majeure**

Should the company "PoolSchools" be prevented from executing its obligations by force majeure, such as exceptional weather conditions, flood, fire, war, terrorism industrial action, disruption to mechanical or electrical or water supplies, closures and restricted access granted to venues by the host due to events or circumstance including Health advice or legislation or other unforeseen events, and this is unavoidable, the business "PoolSchools" shall notify the Client as soon as possible, explaining the reason for its inability to execute or need to delay the execution of all or part of the contract. In such circumstances the business "PoolSchools" shall not be deemed to be in breach of this contract and conditions. This clause shall not, however, affect any Clients right to cancel.

## Venue Pool Rules:

**Pool Rules** are published in each venue. You are required to familiarise yourself with these and comply with them when attending the course. The swim school staff will enforce measures to minimize the risk of accidents, however any activity in water has inherent dangers, and not all circumstances can be foreseen. By making payment onto one of our courses you are giving permission for your child to receive swimming lessons, accepting that actions will be taken to safeguard your children/charges and that this may involve direct action on the part of the swim teacher or lifeguard.

Lost property. PS does not collect or take account for any property left in the premises.

(Pool Rules vary from time to time and by venue to venue. Please observe local variations published in the venue)

- a) No running on poolside.
  - b) No fighting, bullying, ducking, bombing, pushing, shoulder rides or throwing other swimmers into the pool.
  - c) No face masks, flippers (fins) or snorkels to be used during any session (fitness swimmers may use fins for training purposes provided that swimming is confined to the lanes provided for swimming training).
  - d) No inflatable toys are allowed in the pool.
  - e) No eating or drinking on poolside (plastic water bottles may be allowed onto poolside for swimmers undertaking fitness training and requiring regular re-hydration as part of their program).
  - f) No outdoor shoes permitted on poolside.
  - g) Mobile phones should be on silent when on poolside – *you are not able to take photographs of any sort within the facility.*
  - h) No spectators permitted on poolside unless by prior agreement with the Supervisor.
  - i) Children over the age of 8 are not permitted to use the changing rooms of the opposite gender.
  - j) Parents are not permitted to use enter the changing rooms of the opposite gender.
  - k) No smoking anywhere within the grounds or facilities.
  - l) All swimmers must wear swim hats.
  - m) Accompanying adults must not leave children under the age of 8 unattended or beyond eye contact.
  - n) No diving into depths of less than 1.8 m and then only shallow racing dives are permitted.
  - o) No running dives, backward dives, dives without hands in front of the head, somersault entries or indiscriminate diving.
  - p) No jumping onto floats/mats from the poolside.
  - q) No standing on floats/mats.
  - r) All swimmers should wear appropriate clean swimwear.
  - s) All swimmers should follow directional lane signs when lane swimming is in operation.
  - t) Photography is prohibited, unless prior arrangements have been made with the Manager.
  - u) Valuables should not be left in the changing rooms. We accept no responsibility or liability for items left anywhere on site.
  - w) Swimmer should be present under their teacher's name sign prior to the published start time of the class.
- Swimmers arriving 15 minutes late are not accepted into the class. Teachers will apply their discretion when swimmers arrive 10 – 15 min late.



**Definitions** PoolSchools = “PS”. Individual student receiving tuition = “Swimmer/s”

---

### **Privacy Policy**

PoolSchools/Athis Ltd is committed to preserving the privacy of all visitors to our website at [www.poolschools.co.uk](http://www.poolschools.co.uk)

Please read the following privacy policy to understand how we use and protect the information that you provide to us.

All personal data provided by you through this website will be held by PoolSchools, on a secure cloud based CRM. Data protection registration number is: CSN0849797. Full details of our notified purposes can be viewed at the website of the Information Commissioner’s Office [www.ico.gov.uk](http://www.ico.gov.uk)

This privacy policy relates to personal data that you provide to us through this website. By visiting, registering or placing an order on this website, you consent to the collection, use and transfer of your information under the terms of this policy.

### **Information that we may collect from you**

When you visit, register or order products or services on [www.poolschools.co.uk](http://www.poolschools.co.uk) you may be asked to provide certain information about yourself, including your name, contact details, age and names of your children/Swimmers.

We may also collect information about your usage of our website as well as information about you from messages you post to the website and e-mails or letters you send to us.

The internet is not completely secure. We cannot guarantee the security of your personal data transmitted through our website or by email. Any transmission is at your own risk. Some of the information you provide to us may be considered sensitive personal data as defined by the Data Protection Act 1998. This means information about the data subjects' ethnic or racial origin, political opinions, religious beliefs, trade union membership, physical or mental health, sexual life or criminal record. PoolSchools also considers information relating to bank accounts, national insurance numbers, and other unique documents such as passport numbers as sensitive. We would advise users of this website to send such information by a more secure system such as encrypted email. Sensitive personal data will only be processed following your explicit consent.

### **Use of your information**

Your information will enable us to provide you with information to supply the goods or services you have requested. It will also enable us to bill you and to contact you where necessary concerning your booking. We will also use and analyse the information we collect so that we can administer, support, improve and develop our business.

In particular, we may use your information to contact you for your views on our services and to notify you occasionally about important changes or developments to the website or our services. Further, where you have consented, we might also use your information to let you know by email, SMS or post about other products and services which we offer which may be of interest to you. If you change your mind about being contacted in the future, please let us know.

### **Disclosure of your information & marketing**

Your personal data provided by you via our website will only be used by PoolSchools.

If our business enters into a joint venture with or is sold to or merged with another business entity, your information may be disclosed to our new business partners or owners.

Unless required to do so by law, we will not otherwise share, sell or distribute any of the information you provide to us without your consent.

### **Security and data retention**

We employ security measures to protect your information from access by unauthorised persons and against unlawful processing, accidental loss, destruction and damage. We will retain your personal data for as long as is necessary for the required service to be provided to you. All retained personal data is subject to the controls of our data protection policy and will be securely disposed of when it is considered to be of no further use.

### **Accessing and updating**

You are entitled to see the information held about you and you may ask us to make any necessary changes to ensure that it is accurate and kept up to date. If you wish to do this, please contact us either in writing at our head office address or complete an enquiry form our website explaining what needs to be changed.

### **Changes to our privacy policy**

Any changes to our privacy policy in the future will be posted to the website.

**Contact**

All comments, queries and requests relating to our use of your information are welcomed and should be addressed to [admin@poolschools.co.uk](mailto:admin@poolschools.co.uk)

**The PoolSchools website is operated by:**

PoolSchools Ltd, a company registered in England and Wales.  
Our company registration number is 06799818

PoolSchools Ltd, a company registered in England and Wales.  
Athis Ltd, a company registered in England and Wales.  
Our company registration number is 04626265