

## **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 a secure online payment system. If you have any problem using the online facility, please contact LSC on 07968 914013 or 07855 805940.

### **3.0 Cancellation and refunds**

If you wish to cancel a confirmed booking once payment has been received, 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 haft term) or in between terms. If you are not able to attend this alternative date, LSC is not obliged to credit you for the missed class or offer an alternative. LSC will not be able to cover the cost of any travel expenses if we use an alternative venue.

Where LSC is unable to arrange the additional lesson(s), we will automatically credit you with the correct amount for the forthcoming term. We are under no obligation to refund you for any missed sessions if you do not rebook for the following term.

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. Where LSC is unable to arrange the additional lesson(s), we will automatically credit you with the correct amount for the forthcoming term. If you are not able to attend this alternative date, LSC is not obliged to credit you for the missed class or offer an alternative. LSC will not be able to cover the cost of any travel expenses if we use an alternative venue.

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 [littlewimcompany@gmail.com](mailto:littlewimcompany@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 spectators' areas, is left at your own risk. LSC will not accept any responsibility for the loss or damage of any personal possessions. 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. may 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. No mobile camera phones are to be used for any reason on poolside and we reserve the right to ask any one so doing to leave the poolside.

## **5.0 Privacy Policy**

When you contact Little Swim Co LLP, by email and/or telephone, we will collect and process personal information about you. We understand the importance of looking after the Personal Information that you provide and our Privacy Policy sets out what Personal Information we collect, why we need to collect it, how we will use it and how long we will store it for.

By providing us with your contact information, you are agreeing to be contacted by us, with any information relevant to your child's swimming lesson.

## **6.0 COVID policy**

LSC will credit/refund for any sessions missed due to COVID as set out in paragraph **3.0**

Payment will be taken as consent to the new procedures as set out in FAQs on Little Swim Website (<https://www.littleswimcompany.co.uk/faq/back-to-the-pool-faq-covid-19/>) and these supersede any procedures as set out in paragraph **4.0**, until such time as LSC notifies you. Any failure

to follow the new procedures as set out, or directed by a member of LSC staff may result in the withdrawal of your child(ren) from our classes without prior notice.

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

LSC reserves the right to amend its booking terms and conditions and associated documentation at any time without notice. These Terms and Conditions do not affect your statutory rights.