

CORAL REEF SWIM SCHOOL'S TERMS AND CONDITIONS

All Coral Reef Swim School customers are expected to abide by our terms and conditions. If any of our customers fail to comply with our terms and conditions, in severe circumstances, we may request that you cease lessons at Coral Reef Swim School. Lessons will not be refunded should such circumstances arise.

Customer Responsibilities:

- Customers are responsible for their children at all times. If the usual parent/carer/guardian is not present, they must inform the manager or teacher prior to the lesson.
- Customers must ensure that their child (or children) is correctly and appropriately equipped for the session. This includes wearing suitable swimwear, having a dry towel, suitable clothing to and from the venue, no jewellery to be worn in the swimming pool, and having enough food and drink prior to the session, preferably at least 30 minutes before the lesson is due to start. Additionally, if your child needs a nappy, please ensure that you bring a swim nappy for them to wear.
- Customers must pick up their child promptly and on time at the end of the lesson.
- Customers must complete all contact, medical, and consent forms in as much detail as possible prior to their child starting their first lesson with Coral Reef Swim School. It is important you immediately communicate any changes to these forms.
- Customers should maintain a positive relationship with our staff and openly express any concerns about your child to the appropriate individual.
- Customers should lead by example when it comes to positive behaviour within the vicinity for instance, during spectating. This includes having positive communications with your child, staff, and/or other parents/guardians/carers.
- Customers must understand that vulgar language directed towards any member of staff, another parent/guardian/carer or child will not be tolerated at Coral Reef Swim School.
- Customers must respect the professional judgement of staff in their role. This may be in terms of the suitability of the class in which we feel is most appropriate for your child, our teaching methods, the structure of our lessons, and the way in which we create a fun environment but a setting in which rules must also be abided by.
- Customers must not enter poolside unless this has been discussed with the poolside manager / teacher / lifeguard and has been approved.
- Customers must accompany their child into THE CUSTOMER'S same-sex changing area. For example, if the parent/guardian/carer is female, their child must use the female changing rooms. If the parent/guardian/carer is male, their child must use the male changing rooms. For children aged 8+, they must also use the same-sex changing area; they must not use the opposite-sex changing rooms.
- For swimmers who must be accompanied by their parent/guardian/carer at all times and are above the age of 8, the inclusive, disabled changing facilities must be used.

- Customers must understand that electronic equipment including a camera facility is NOT to be used within the changing rooms and/or on poolside. Please note, if anyone is wanting to take a photo/video of their child during their lesson time, this must be discussed with management. This will only be approved under a strict set of circumstances.
- Customers must report immediately to a member of staff if lost and/or found items are recovered.
- Coral Reef Swim School will not be held responsible for any loss or damage to a customer's vehicle or property whilst on the pool grounds.
- Customers must take accountability for their child's behaviour.
- Customers must immediately alert the welfare officer (Ellie Depledge-Barr) of any safeguarding issues that they have noticed and are concerned about.
- Customers must accept that there will be physical contact between the teacher and their child should this be required for the swimmer's safety and progression. All of our swimming teachers are DBS checked and professionally trained. They will conduct each swimming activity that requires physical contact with care and professionalism.
- Customers must NOT leave the site of the pool venue if their child is aged 8 or under.
- Customers must NOT send their child to their lesson if they are poorly and/or have had sickness or diarrhoea within the previous 48 hours. If you are unsure as to whether your child is well enough to swim, please contact us.
- Customers must NOT use social media to negatively discuss our swim school and the individuals that are a part of the swim school. This includes both staff and other customers.
- Customers must NOT create any damage to Fitzalan High School, Coral Reef Swim School's property, and/or other customers' belongings. Any damage, accidental or otherwise must be reported to a member of staff immediately.
- Customers must NOT encourage their child to be involved in any negative or adverse incidents. For example, disrespecting differences within our swim school. This will NOT be tolerated.
- Customers must NOT purposefully and spitefully make false accusations with regards to other individuals.
- Customers must NOT take matters into their own hands. It is important that all situations and incidents are dealt with in an appropriate and professional manner. So as to follow all the correct procedures efficiently and effectively.
- Customers must NOT withhold any information that is important for us to know so that we can keep Coral Reef Swim School a safe and secure environment for all.

Lesson Prices and Refunds:

- At Coral Reef Swim School, the packages are completed in 4-week blocks. When a customer books a class with us, full payment is required to secure their place, or their child's place for lessons.
- The booking and lesson slot is not confirmed unless payment has been received and confirmation given by management.

- Classes include; group classes (maximum class number is dependent on stage, although as a baseline we try not to exceed 5 to a class), 2-2-1 classes, and 1-2-1 classes.
- Classes may be joined at ANY point in the term subject to the package paid for and the class itself containing sufficient availability.
- Refunds will only be given at managements discretion.
- Failure to comply with our terms and conditions leading to termination of lessons will NOT result in a refund.
- Failure to attend a lesson without sufficient notice will not result in a refund. Please consult the ‘lesson credits’ section to see the notice periods for different events and circumstances.

Lesson Credits:

- Holidays & Special Occasions – as long as we are given **at least** 7-day’s notice for holidays and special occasions, we can rearrange a lesson for you for free.
- Illness/Sickness & Family Emergencies – as long as we are given **at least** 24 hours-notice for illness/sickness and family emergencies, we can rearrange a lesson for you for free.
- For either of these reasons, in a 4-week package, a maximum of 1 lesson can be rearranged for free.
- Please note that it is at the management’s discretion to re-arrange a lesson if sufficient notice is given. This will depend upon a number of different factors, including but not limited to; the availability of class spaces, and capacity of staff to accommodate a rearranged lesson.
- We will endeavour to liaise with our customers to ensure a suitable class, time, and date can be found for both the customer and Coral Reef Swim School. However, rearranged lessons are to be given based upon a consideration of the options we have available. Therefore, it is possible that we may not be able to accommodate a rearranged lesson. In this circumstance, we reserve the right to waive the rearranged lesson. It is therefore imperative that all Coral Reef Swim School customers endeavour to attend all booked lesson slots.
- If a suitable class cannot be found within 14 days of the missed lesson, or the affected customer is unavailable for a maximum of 14 days, management reserves the right to waive the catch-up lesson. Coral Reef Swim School will assess each situation on its merits to ensure that we always reach a fair and consistent decision.
- Failure to attend your lesson without sufficient notice will not result in a rearranged lesson.

Lesson Cancellations:

- If lessons are cancelled due to closure of the pool at Fitzalan High School (i.e., bank holidays) or unforeseen circumstances, please be assured that you will not be charged for your lesson at this time.
- If we are required to conduct a ‘last-minute’ lesson time change or lesson cancellation, we will ensure that all customers are notified as soon as possible.

- In the event that one or more of our customers have not received notification, please note that we will re-schedule lessons that cannot go ahead because of a pool closure. For other circumstances, please consult the ‘Refunds and Lesson Credits’ section.
- We cannot reimburse any expenses caused by a customer failing to pick up our notification of a ‘lesson time change or lesson cancellation’.
- We will utilise an identified means of communication (i.e. SMS or email) for all lesson updates.
- All of Coral Reef Swim School’s customers must be available to receive communications, either in-person or otherwise, during and immediately prior to their lesson times.
- Coral Reef Swim School will always try to reschedule any lesson that has not been able to go ahead, and the customer will always be notified of any changes as soon as possible.
- If the pool is not available for use, because of technical problems or a health and safety concern, we will cover the following steps:
 1. Firstly, management will assess the situation. Management will endeavour, where possible, to also consult the on-site caretaker. Management will take all possible regards for the health and safety of our swimmers, staff, and parents/guardian/carers.
 2. Where it is not possible to safely conduct our lessons, we will re-schedule the swimming time missed for a different, suitable time. Endeavouring to ensure that no swimming time is lost.
 3. We will endeavour to ensure that all customers are consulted before-hand, to ensure that they are satisfied with their re-scheduled class time(s).
 4. Where the pool is unavailable for more than 10 days, for events outside of Coral Reef Swim School’s control, management will assess the situation and customers will be notified of any changes.

Re-booking Lesson Packages:

- All Coral Reef Swim School customers will be sent a rebooking email typically 1-week before the end of a block package.
- Please ensure the booking is topped up prior to the end of term to secure your child's place.
- If a customer has not re-booked with us, then we have the right to refuse the child’s entry into the lesson until their lessons have been paid for.
- All customers reserve the right to alter their previous booking with Coral Reef Swim School for a different booking.
- Please consult with a member of management first to ensure that Coral Reef Swim School can accommodate your alternate booking.

Lesson Changes:

- In the event of an instructor being absent for a group or private lesson, Coral Reef Swim School is within its rights to change the instructor to make sure that the lesson is covered and served at a professional level.

Storing Personal Information:

- Coral Reef Swim School stores personal information including names, addresses, dates of birth, and contact details and is covered by the General Data Protection Regulation (GDPR). We will only keep necessary financial details for the purposes of booking and re-booking lessons. Read more on our Privacy Policy page.
- All staff at Coral Reef Swim School will have access to personal information of the swimmer for instance their medical records.

Additional Travel Costs and Property:

- Coral Reef Swim School cannot be held responsible for any additional travel expenses incurred.
- All property that is left in the changing rooms, or on poolside, and all property left in the entrance halls or outside buildings are left entirely at the customer's own risk. Additionally, this applies to any property which is damaged during lesson time.
- Coral Reef Swim School cannot accept any responsibility for the loss or damage to any personal possessions which are affected during the running of our lessons.

Medical Conditions:

- Customers must declare to us all existing medical conditions which they are aware of. The customer must also agree to inform Coral Reef Swim School of any changes in any physiological condition or psychological condition as soon as they are aware of them.
- All medical information will be kept completely and strictly confidential.
- With regards to all current illnesses and injuries, it is necessary for Coral Reef Swim School to be given general practitioner approval and confirmation that the swimmer in question can safely enter the swimming pool and begin their swimming lesson.
- With regards to past illnesses and injuries, it is necessary for Coral Reef Swim School to be notified that the swimmer in question has been given the all clear to safely participate within their swimming lessons by their general practitioner.
- Should any child or any adult (parent/carer/guardian) have any known or suspected medical condition they must consult their general practitioner before entering the swimming pool and they must also inform the Coral Reef Swim School team.

- In cases where illness has been confirmed by a doctor, the child, or the adult (parent/guardian/carer) must wait until the doctor has given them the all-clear before returning to or beginning swimming lessons.
- With sickness and diarrhoea, the child or the adult must have been completely clear of all symptoms for 48 hours before attending or beginning swimming lessons.
- Coral Reef Swim School will perform the necessary first aid actions to any individual who has incurred injury. Thereafter, if required, we will recommend next steps for the swimmer, parent/guardian/carer to take.
- It is within the swimmer's power, if 18+, to take these next steps. Furthermore, if the swimmer is under 18, it is within their legal guardian's power to take these next steps. Coral Reef Swim School cannot be held liable for customers and parents/guardian's/carers who choose not to take our next step recommendations to treat an incurred injury.

Safeguarding Policy and Procedures:

- We follow the STA's Safeguarding policy & procedures.
- Any safeguarding concerns must be reported to Coral Reef Swim School's safeguarding officer, which is Ellie Depledge-Barr.

Physical Contact and Physical Handling Policy:

- In line with the 'Teaching in the Water Policy' provided by the STA, Coral Reef Swim School are informing all parents/guardians/carers that all swimming teachers will be in the water with children from STANley 1 up to Goldfish 1.
- If a child has additional learning needs, then it may be, for the safety of the swimmer and their progression, that the teacher stays in the water with this child above Goldfish 1.
- In line with the 'Teaching in the Water Policy' provided by the STA, Coral Reef Swim School are informing all parents/guardians/carers that the method of manual support will be used when necessary, and only for as long as it is required, to help children learn and progress safely in their swimming.
- If any customer does not agree with this method of support, this must be communicated in writing no later than 14 days of receipt of these terms and conditions. If no such communication is made, Coral Reef Swim School will deem that the customer has fully accepted this method of support to help their child progress in swimming.

Changes to Terms and Conditions:

- Coral Reef Swim School may need to update its terms and conditions at times. Customers will be notified of any changes we have made to our terms and conditions as soon as possible. Our

Swimphony software will update all customers of any changes that are to be made to our terms and conditions.

- If it is not possible to bring any changes to terms and conditions to your attention electronically. Management will ensure that any changes to our terms and conditions are brought to your attention by way of a paper copy printed and brought to you during lesson time.
- If any customer does not accept the changes, they should notify Coral Reef Swim School in writing of their refusal to accept the changes no later than 14 days of receipt of the changes. If no such communication is made, Coral Reef Swim School will deem that the customer has fully accepted our updated terms and conditions.

Website and Social Media:

- Website material, which is made available on Coral Reef Swim School's website, including materials on linked sites which may be directly or indirectly accessible from this site, do not come with any warranty of any kind, express or implied.
- Any reference to any linked sites or to any third-party entities, products and/or services by any name or any reference does not constitute or infer any endorsement at all by Coral Reef Swim School.
- Coral Reef Swim School has used and will continue to use all reasonable precautions and endeavours in order to ensure that all information provided through Coral Reef Swim School's website is accurate at the time of its inception and inclusion. Furthermore, Coral Reef Swim School accepts no liability for any inaccuracies, errors, or omissions on Coral Reef Swim School's site.
- The information, which is available on Coral Reef Swim School's site may be incomplete, out of date or contain inaccuracies. Coral Reef Swim School reserves the right at all times and without providing prior notice to make changes and corrections to the material on its site.
- Coral Reef Swim School accepts no liability for any loss or damage whatsoever the nature of its cause, which is linked in any way to the use or the inability to use the material, or materials available on Coral Reef Swim School's site or any linked site.
- Coral Reef Swim School has taken all reasonable steps to ensure that the Intellectual Property of third parties has not been infringed and continues not to be infringed.
- If any individual person, multiple persons, or persons linked to any entity wholly believes that any material on Coral Reef Swim School's site infringes any Intellectual Property rights, they should contact Coral Reef Swim School directly.
- Coral Reef Swim School fully respects its customers' privacy and keeps any information that is shared with any member of Coral Reef Swim School staff in complete confidence in accordance with GDPR Regulations.
- Coral Reef Swim School does what it can to discourage any and all unsolicited spam and telephone calls.
- Coral Reef Swim School records customers' personal information only if they provide it when enquiring and/or expressing an interest about our swimming school services.

- Coral Reef Swim School, its staff and affiliates do not share this information with any third parties.
- Coral Reef Swim School will call a client only if they contact them with an enquiry related to our swimming school services and it is necessary for a call to be returned.
- Coral Reef Swim School uses the customer's personal information only to serve them more beneficially and holistically in offering our services.
- All images displayed on Coral Reef Swim School's website are possession of the photographer involved.
- In any and all instances an agreement to display the photographs will have been reached and they are strictly unavailable to be copied or replicated.
- Photography/Videography (other than those for purposes expressly agreed to by our customers) are not authorized at any time.
- Customers will be asked to give their consent for the photographing or videoing of their child or children, or customers will be asked to sign a consent form for their child or children to appear in any photographs or videos taken by those authorized by Coral Reef Swim School to do so.
- Imagery is only to be shared and used as expressly authorized by the customer.

Use of Tablets and Electronic Devices During Swimming Lessons:

- Coral Reef Swim School will be using tablets during the lessons for the sole purpose of marking attendances, accessing necessary swimmer information (i.e., medical records), and assessing the swimmer using the International Learn to Swim assessment sheets.
- Use of tablets and electronic devices during swimming lessons is subject to 'website and social media' terms and conditions.