



TERMS & CONDITIONS MAY 2018

1. Re-booking

1.1 - Courses run throughout the year, with regular breaks in line with school holidays (wherever possible), bank holidays, Easter and Christmas (unless otherwise stated in our published term dates). In order to operate as efficiently as possible, we rebook on the final week of each course, accepting payment by Cash or Card on site, or by Bank Transfer. We will retain your current booking for the following course, if any changes are due we will contact you to arrange. If for any reason you miss re-booking, please call the office to settle your fees over the phone by card.

1.2 - Late fees of £1 per child, per week apply to late re-booking payments. If for any reason you wish to cancel your booking, please notify us prior to or at the latest, during re-booking week. We can remove your from our registers and prevent further unnecessary reminders via text & e-mail.

1.3 - Contact will be made during the final two weeks of the current course, we will send details of assessments and rebooking's. This will detail the dates of the next course and when re-booking will take place. We do not send confirmation letters, but you are always welcome to phone us at the office should you be unsure of any details.

2. Changing of class times and venues

2.1 - Splash aim to keep customers bookings as consistent as possible but unfortunately we cannot always guarantee this. We will endeavour to give you as much notice as possible should we need to make changes. If changes are necessary we will contact you via your details provided.

2.2 - If customers need to change days, times or venues, we will do our best to accommodate you. All slots are subject to availability, and we cannot guarantee any future slots, these are best explored if initially unavailable, during re-booking week.

3. Payment & Fees

3.1 - Initial payments are taken over the phone by Debit (FoC) or Credit Card (£2 charge) to secure customers places.

3.2 - Re-booking payments are taken on poolside by Cash, Card or by Bank Transfer. If for any reason you cannot make re-booking week, please call the office that week to avoid any late fees. Office hours apply for your particular venue.

3.3 - Late fees are charged at £1 per child, per week. If the course is being paid for by someone other than yourself, you are responsible for informing that person of our payment policies, deadlines etc, and relaying any communication with regard to rebooking or payments of any sort.

3.4 - Awards are charged at £3 each, these can be bundled into your swimming fees when paying by card, however if purchasing separately this would need to be by cash due to minimum transaction values on our card terminals.

3.5 - Fees will be at a fixed rate for each venue. Splash withhold the right to make changes to our pricing structure at any time, but advanced notice will be provided to all customers in advance of future courses affected by such changes.

3.6 - A sibling discount of 10% can be applied for 3 or more siblings upon request, but is ultimately at the discretion of the Franchise Owner. Our recommendation scheme offers one free lesson for yourself (taken off the following terms total price) and each child you recommend (only if/when they book a full term). Please note Recommendations must be notified upon booking, otherwise we cannot honour the scheme.

3.7 - Free trial lessons are offered at the discretion of the Franchise Owner. If eligible, in order to streamline administration we simply deduct your first lesson from your course fees initially paid. If for any reason you wish to cancel following your trial lesson, you must do so within the following 7 days in order to receive a full refund, beyond this period our Refunds & Cancellation policy below applies.

4. Refunds and cancellations

4.1 - Splash Swim Academy is under no obligation to refund or transfer your money in the event that you are unable to attend part of or the entire course. We regret that we are unable to offer or guarantee any alternative for missed lessons. Unfortunately, what seems like one simple request is an impractically huge administrative task when spread across hundreds of clients, and disruptive to other groups & instructors.

4.2 - In the event of us having to cancel a lesson we will issue a credit against your next term's fees. If for any reason you were to cancel your booking for the following term, we will issue you with a refund during re-booking week (your final week).

4.3 - If the term has started, Splash Swim Academy is under no obligation to refund any part of the course fee, unless for long term medical reasons, which will need a supporting Doctors note. In this event we would ordinarily hold your place and fees until you can resume, subject to agreeing a re-start date.

5. Adverse weather

5.1 - Splash Swim Academy is under no obligation to refund lessons that may be missed due to local adverse weather, when the venue and grounds are safe and accessible. We regret that we are unable to offer automatic refunding or rescheduling of lessons in the event of adverse conditions local to yourselves preventing you from attending a scheduled class. If we do close the pool due to weather conditions, the Refunds & Cancellations policy above applies.

6. Video and photography

6.1 - Whilst the family atmosphere we encourage means that parents, grandparents and friends should feel very comfortable, we would ask that everyone adheres to pool rules at individual venues, all of which do not permit the use of photography. Anyone suspected of continually filming or photographing the lessons for any purpose including publication will be asked to stop filming and leave the course with immediate effect.

6.2 - Splash Swim Academy cannot be held liable for the actions of third parties and, therefore, excludes to the fullest extent possible by law, any liability arising from a breach of this section headed "Video and Photography" by any party.

7. Valuables

7.1 - All property left in changing rooms or on poolside and all property (including prams) left in entrance halls or outside, is left at customers own risk. Splash Swim Academy cannot accept any responsibility for the loss or damage of any personal possessions.

8. Medical conditions

8.1 - You will be asked for any existing medical conditions when you book your children onto our lessons. In accordance with these Terms & Conditions you agree to inform Splash Swim Academy of any changes as soon as you are aware of them. All information will be kept strictly confidential.

9. Illness

9.1 - Should your child have, or develop, any known or suspected medical condition, you must please consult your doctor before bringing them swimming and inform Splash Swim Academy as soon as possible and before your next lesson. All information received is treated in confidence and with sensitivity.

9.2 - 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.

10. Pool/poolside health and safety

10.1 - No outer footwear or prams should be taken onto poolside or into changing rooms. Please use blue overshoes (if available) or go barefoot if you prefer.

10.2 - Please always endeavour to shower your children before entering the water. Removing body lotions, perfumes etc. before swimming contributes significantly to maintaining water quality.

10.3 - Whilst you are waiting for your class, please keep poolside noise down to a minimum so that all lessons can take place in a calm and peaceful atmosphere.

10.4 - Please do not enter the pool until the current class has finished; please always wait to be invited to do so by your teacher.

10.5 - Parents & Guardians are responsible for the safe supervision of any children they 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.

10.6 - Children running on wet surfaces can very easily slip and hurt themselves. Splash Swim Academy reserves the right to ask anyone to leave the poolside at any time.

11. Withdrawal of service

11.1 - Splash Swim Academy may at its own discretion refuse entry to a client to its courses & venues if it is felt that the client's behaviour is unreasonable.

11.2 - Splash Swim Academy reserves the right to withdraw service if behavioural or safety issues either pertain to unacceptable conduct or persist. Refunds will be entirely at the discretion of the Franchise Owner, and not guaranteed.

12. Goggles

12.1 - Throughout the Splash development plan, children will participate in under-water skills. Eye infections such as conjunctivitis can be very easily transferred, so we strongly advise that you bring your own goggles. Splash can loan goggles at the pool side (subject to availability) but are not responsible for any resulting health issues. We also stock new goggles should you wish to purchase your own pair.

13. Teachers

13.1 - Whilst it is our policy that we endeavour to ensure you always have the same teacher, we cannot guarantee this as teachers fall ill, take holidays, leave etc. Also, due to the extremely thorough nature of our training, we may occasionally need to have a new instructor teaching/assisting your class. They are always fully trained at this point, but need to teach a series of 'live classes' in order to complete their assessment process. Unfortunately we cannot give advance warning when this may happen and, whilst we always try to limit it, it is a necessary part of our commitment to quality.

13.2 - Cover instructors will be provided when your regular instructor is not available to teach. If for any reason we cannot supply a cover instructor, your lessons may either be moved or cancelled and credited.

14. Exclusion of liability

14.1 - In the absence of any proven negligence, lack of due diligence or breach of duty by the instructor(s), Splash Swim Academy Ltd., its franchisees or employees, the participation of you, your spouse/partner, child or those in whose care you have placed your child for the purpose of attending or observing Splash swimming sessions is done so entirely at your and their own risk.

15. Changes to terms and conditions

15.1 - From time to time we may update our terms by sending you either an updated version or notification of minor changes. You are free to not accept these changes but we would ask you to notify us by phone, text or email of your non acceptance within 14 days of your receipt, failing which we will be entitled to treat our agreement with you as being subject to the updated version.

16. Privacy Policy & GDPR

16.1 - Splash Swim Academy Ltd & all associated Franchise's protect your data securely, and do not share any of your information with any external third parties.

16.2 - All customer data acquired upon engaging with Splash, and during the provision of our services, is solely used to communicate with customers, with information pertaining to their swimming lessons, and courses relevant to them and their location.

16.3 - Data collected is contained to; Parents full Names, Child's full names, Dates of Birth, relevant medical information, email addresses, and mobile phone numbers, historic swimming achievements.

16.4 - The above data is central to Splash's administration and coordination of our services, and ensuring customers are as informed as possible. It is not possible for us to offer our services without the above information. If you a customer does not consent to strict Splash only use of this data, we regrettably cannot offer our services and will have to terminate the customers bookings and erase all related data.

16.5 - If a customer does not consent to our use of the above data, in the manner set out, they must contact us immediately to discuss and/or terminate their booking. Contact details for specific venues can be found on our website or Facebook.

16.6 - Once a customer decides to finish their lessons with Splash, they and their data will be automatically removed from our system.

16.7 - Waiting list: Any customer who requests to be put on our waiting list is subject to all the points 16.1 - 16.6 above.

16.8 - Enquiries and subsequent contact data will exclusively be used for the purpose of communicating information relevant to our services only, and will remain secure and private. Under no circumstances will any of this information, as with all customer data, be shared with third parties. Enquiry data, may be acquired typically by Phone enquiries, Emails, Website, Facebook & Text message.