

Terms and Conditions

1. Our Contract with you

1.1 Bookings

Your place can only be secured with full payment and will be given strictly on a first come first served basis. Payment methods include termly direct debit, cash, credit/debit card, and BACS transfer.

1.2 Rebooking System

In order to give existing Ducklings clients priority for courses each term, we use a rebooking system. This means that unless you inform us that you wish to stop altogether, we will rebook you onto the next course during the current term. For this, we recommend you sign up to our 'Go Cardless' termly direct debit rebooking scheme. We will always give you plenty of notice prior to collecting direct debit payments.

1.3 Refunds and Cancellations

Course cancellation charges are as follows: £20 if cancelled more than one week prior to course starting, half the course fee if cancelled less than one week prior to course starting. There are no refunds for lessons once the course has started under any circumstances. Our swimming courses are a commitment, and to get maximum benefit from the lessons we advise that your child attends every week of their course. In the event of your teacher not being able to make a class and suitable cover not able to be found, please be aware that a "make up" lesson will be added to the end of term (or half term). We will only offer refunds or credits if we have to cancel a class and are unable to reschedule another session.

1.4 Missed Lessons

Unfortunately we are unable to offer make up classes in other groups if you have missed a lesson(s) due to holiday or sickness. In our experience, these changes can be disruptive to the class and it is impossible to offer it to everyone due to the lack of availability.

1.5 Changing Class Times

Sometimes class numbers fall, due to parents returning to work, children starting school etc. Should a class become too small we may need to merge it with another and although we will always try to keep the times as similar as possible we cannot guarantee this.

1.6 Changes to Personal Details

It is your responsibility to inform Ducklings Swim School of any changes in your personal details such as contact numbers, email, address, medical conditions etc, since the completion of your initial enrolment form.

Ducklings may contact you from time to time by email or text in order to inform you of important information such as class cancellations etc. We will never pass these details on to outside parties. It is particularly important to inform us if you changed your mobile phone number as this is the most effective way of informing swimmers a class has been cancelled.

1.7 Changes to Terms and Conditions

We may need to update these terms from time to time, and we shall notify you by sending you an updated version or a notification of the change. You do not have to accept these changes but we will treat our agreement to you as being subject to the updated version if we have not heard from your in writing of your non-acceptance within 14 days of your receipt.

2. Illness / Medical Conditions

2.1 Illness

If your child, or the adult taking your child in the water, have or develop a known or suspected medical condition you must consult your doctor before bringing them and inform Ducklings. Your child should **NEVER** attend a class if they have an illness such as **diarrhoea, chicken pox, ear infection, conjunctivitis, impetigo or a nasty cold**. If your child has been sick or had diarrhoea they should be free of symptoms for at least 48 hours before swimming. If you are unsure whether any illness or injury may affect you or your child's abil-

ity to swim, please refer to your GP, Health Visitor, Paediatrician or other health professional. Please wait until you then have been given the all clear by a health professional before returning to classes.

2.2 Medical Conditions

You must complete our Medical Information Form prior to your course start date. You agree to inform us of any changes, including pregnancy, as soon as you are aware of them. Information will be kept strictly confidential.

3. What To Wear

3.1 Swimwear Policy

For health & safety reasons children that are not yet potty trained must wear a proper swim nappy and a second layer that fits securely around the legs. Baby wetsuits are optional. We recommend Konfidence products, which can be purchased via our website.

3.2 Out Door Footwear

No outdoor footwear is allowed in the changing rooms or on poolside.

4. Photography and Videos

4.1 Photography Policy

Anyone wishing to take pictures of their children during lessons must consult the teacher beforehand and complete our photography log book. This includes mobile phone cameras and cameras. We do not allow underwater photography during our lessons and under no circumstances can pictures be taken in the changing rooms.

4.2 Filming Policy

The use of mobile phones and video equipment for filming is strictly prohibited.

4.3 Child Photography Parental Consent Form

Ducklings Swim School may wish to take photographs of individual and/or groups of members under the age of 18 that may include your child during their membership. All photographs will be taken and published in line with the ASA Photography Guidance. The organisation requires parental consent to take and use all photographs, of which there is a Child Photography Parental Consent Form to complete. Parents have a right to refuse agreement to their child being photographed. Please note you can withdraw your consent in writing to the welfare officer at any time should you wish to.

5. Behaviour and Responsibilities

5.1 Poolside and Changing Rooms

You may use the changing rooms up to a maximum of 15 mins before your class and only enter the pool when your teacher is ready to begin. All adults and children entering the pool must shower before doing so. 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.

No prams/pushchairs should be taken down to the pool area as they pose a health & safety risk.

It is your responsibility for the safe supervision of any children you bring with you at all times; on poolside, in the changing rooms, and Risebridge Farm premises. They should always be under the direct supervision of an adult and never be left unattended. Children running on wet surfaces can easily slip and hurt themselves.

Babies and children should not be changed on benches. Please use changing units provided, or a changing mat on the floor.

5.2 Food and drink

No food or drink to be consumed in the changing rooms or on poolside.

5.3 Siblings and Other Children

Due to the limited space on poolside, and obvious health and safety reasons, we ask you kindly to make alternative arrangements for any other children that you may have in your care.

5.4 Parents / Carers

If someone other than your child's usual carer brings your child swimming, we ask that they make themselves known to the teacher so extra advice and support can be offered.

6. Safeguarding

6.1 Child Welfare Policy

At Ducklings we believe that the welfare of the children is of utmost importance and everyone's responsibility, particularly when it comes to protecting children from abuse. We have adopted the ASA Safeguarding Policy 'Wave Power'. You can download a copy from www.swimming.org. If you wish to view our Ducklings Child Welfare Policy you can request this by contacting the Ducklings Office.

If you have a question or concern relating to child welfare please contact the club's Child Welfare Officer on (01580) 211775, or you can contact the ASA Swimline directly on 0808 1004001.

7. Liability

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

In the absence of any proven negligence, lack of due diligence or breach of duty by the teacher(s), Ducklings, its 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 Ducklings' swimming sessions is done so entirely at your and their own risk.

Ducklings will not accept any liability for articles lost, damaged or stolen.

Ducklings cannot be held liable for the actions of third parties i.e. non Ducklings customers/team members and, therefore, excludes to the fullest extent possible by law, any liability arising from a breach of this section headed 'Photography' by any third party.

8. Privacy Policy

8.1 General Data Protection Regulation (GDPR)

This document discloses Risebridge's storage and use of data policy in line with the new General Data Protection Regulation (GDPR) laws. Risebridge is committed to protecting the privacy of our clients, and process personal data with utmost care in accordance with the General Data Protection Act 2018.

8.2 Data Protection

Ducklings will only use the information that we collect from you lawfully in accordance with the Data Protection Act 1998.

8.3 Personal Information

Personal information is used by us and those who work for us to provide our clients with a bespoke service. We may also use this information for analysis, research or screening purposes. Personal data may be stored by us electronically, and password protected, or physically in a locked file. We have never and will never share, sell or rent this information to third parties for marketing purposes. Should a client cease their membership, their personal data will be password protected and stored for 5 years from the date on which we were informed. We may still contact the client under the valid lawful basis of 'legitimate interest' set out under GDPR during this time. Should a client disclose that they would no longer like to hear from us, their information will be deleted immediately.

8.4 Addresses

We store this data so that we can send relevant letters, and documents to clients, as well as analysis of our customer demographics.

8.5 Phone Numbers

We store this information so we can contact our clients in relation to our services, products and events.

8.6 Email Addresses

We store this data in order to contact our clients in relation to classes and events, and send regular newsletters with blogs and important information about the club. We have a double opt-in policy when a new client subscribes to our mailing list.

8.7 Birthdays

We store this data to enable us to allocate the appropriate classes for the children and for analysis of our customer demographics.

8.8 Photographs

Photography from lessons are stored for future use via our website and social media profiles. Permission for using these photos is sought and collected when the client joins.