

SWIM SCHOOL TERMS & CONDITIONS

Lesson Fees: All fees must be paid in advance of the start date of a course. Swimmers will not be allowed to participate in any swimming lessons until the fees are paid in full. Fees may be paid in accordance with the terms as discussed with St Helen's Enterprises. Such fees may include additional charges for the processing of credit cards, debit cards, cheques, direct debits, cash or any other method as advised. Any lessons paid for, but not taken within a period of 12 months, will be deemed to have been taken at which time there will be no refund offered.

Re-enrolment: All current swimmers will be given priority to re-enroll onto the next course of at least 2 weeks. Re-enrolment invoices, progress reports and "Stay/Move" notification will be sent via email. If your payment is not returned by the re-enrolment deadline date, we assume that your space is no longer required and will offer it to another swimmer. Priorities are offered to siblings & children attending St Helen's School.

Cancellations and refund policy

Private lesson(s): St Helen's Enterprises private lessons may be cancelled without charge by giving not less than 24 hours' notice which must go to the teacher directly. Please note that a message left on an answer phone, voicemail, Text, or email is not considered as satisfactory notice until the message has been acknowledged by the teacher. Notice of a cancellation of a private lesson within 24 hours of the start of that lesson will result in the full fee being due or deducted from any credit balance as appropriate. Any lessons paid for, but not taken within a period of 12 months will be deemed to have been taken at which time there will be no refund offered. In the event of St Helen's cancelling a private lesson, an alternative day will be offered. 1:2:1 & 2:2:1 lesson are permitted only, lesson may only be counted when all participants are in attendance. In the event a 2:2:1 lesson participant fails to attend, and the lesson continues the remaining participants will be subject to the alternative ratio fee for that lesson. Lessons will only be sold as single lessons; blocks are not permitted. Single lessons can be paid for up to 7 days on advance.

Termly Group lesson: Prior to the commencement of termly lessons tuition may be cancelled within 14 days after time of booking only if booking was made via the phone, unless the course of lesson has begun. Please note that a message left on an answer phone, voicemail or email is not considered as satisfactory notice; Notice of a cancellation beyond these times the full fee will be due. Once a course has commenced, no refund is permitted in the event of cancellation. Refunds shall be at the absolute discretion of St Helen's Enterprises at all times. In the event of St Helen's Enterprises cancelling a group lesson, a credit will be added to the swimmers account, Credits cannot be transferred between parties.

Crash Course lessons: All Crash course lesson are subject to availability and minimum occupancy levels. Please note St Helen's Enterprises operates a strict no refund policy for Crash Course lessons, Cancellations or missed lessons will not be refunded unless cancellation is made by St Helen's due to low occupancy. Refunds shall be at the absolute discretion of St Helen's Enterprises at all times.

Closure of Facilities: In the event of a pool closure St Helen's Enterprises will issue a credit to all swimmers' accounts for any lessons missed, these lesson will not be refunded. No refunds or credits will be offered in the case of circumstances outside of our control Force Majeure such as Adverse Weather conditions, power interruption, 'acts of God' as deemed to be contractually outside of our control.

Valuables: St Helen's Enterprises will not accept liability for the loss of or damage to any personal effects brought by a swimmer to any session and you are therefore requested to ensure that no valuable items are brought to the swimming lessons, swimmers are encouraged to store all items securely within the Lockers provided.

Attendance: Swimmers, parents, guardians, siblings or all other associates, must observe St Helen's Enterprises entry rules and respect all other Sports Complex rules. St Helen's Enterprises staff shall retain the right to refuse admission. It is imperative that swimmers are on poolside no more than 5 minutes before the commencement of each lesson and (in the case of child swimmers) should be collected from the pool no more than 5 minutes after the lesson has ended.

No child will be released until they are collected by an appointed responsible adult. The responsible adult must remain within the Sports Complex premises for the duration of the lesson. No refund or "catch-up lesson" or credits will be offered by St Helen's Enterprises where a child fails to attend or is refused permission to attend any sessions unless with the prior agreement of St Helen's Enterprises.

Teachers: St Helen's Enterprises teachers are fully qualified, insured, and have current Enhanced DBS Disclosure from England and Wales, Disclosure Scotland and Access Northern Ireland.

St Helen's Enterprises will endeavour to provide consistency with teachers on a week to week basis for the instruction of Group Lessons. The suitability and subsequent appointment of a teacher shall be at the absolute discretion of St Helen's Enterprises at all times. Should St Helen's Enterprises not be able to find a suitable replacement teacher, a full or part refund will be offered. It remains at the absolute discretion of St Helen's to offer the alternative of a refund in such circumstances.

Behaviour: In the event of a swimmer, parent, guardian, sibling or other associate refusing to obey an instruction from a member of staff, or behaving in an unruly manner towards a member of staff, or any other person or causing damage to pool premises, or any of the furniture fixtures or equipment in those premises the swimmer shall not be permitted to continue with the lessons. St Helen's Enterprises shall then have the right to terminate the contract without further notice and without being required to offer any credit or refund to the swimmer and the swimmer shall not be accepted for any future course organised by St Helen's Enterprises.

Condition of pool premises: Whilst St Helen's Enterprises will make all reasonable efforts to ensure that the condition of the pool facilities including the changing rooms, washing facilities, the pool and

poolside area are in suitable condition, they do not accept liability for any injury sustained by the misuse of any equipment or facilities provided.

Transmission of infections: Any swimmer known to be or found to be suffering from any infectious ailment or condition will not be allowed to participate in the lesson and it is the responsibility of each swimmer or (in the case of a child swimmer) the parent or guardian of the swimmer to ensure that the swimmer is fit and well enough to participate. St Helen's Enterprises will not accept liability for any infection passed to a swimmer by another swimmer on the course or in the pool.

General rules:

- 1) Swimmers must shower before entering the pool.
- 2) No swimmer should enter the Pool Area without a member of St Helen's Enterprises staff being already present.
- 3) Parents/carers are not permitted to interrupt a teacher during a lesson unless there is urgent need. General questions should be directed to the main Reception desk or at the end of the lesson providing this does not impede on any subsequent lessons.
- 4) There must be no food or drink in any of the pool facilities. Swimmers, siblings, parents and guardians are expected to observe St Helen's Enterprises strict No Smoking Policy, Smoking is not permitted within the Building or grounds at any time.
- 5) No outdoor shoes are to be worn on poolside, If you wish to speak to your child's swimming teacher please either remove shoes and socks or put on shoe covers provided, before you go onto poolside. This clause is in accordance with the health and safety policy which allows for no exceptions.
- 6) It is forbidden under all circumstances to use mobile phones and/ or audio visual equipment in the changing rooms. Signs clearly state this policy. It is forbidden under normal circumstances to use mobile phones and/or audio visual equipment whilst on poolside. No mobile phones and/ or audio visual equipment of any kind are allowed during swimming lessons.