

SWIM SCHOOL

Terms & Conditions

Acceptance of Terms and Conditions -

By booking, or by you or your child/children attending Swim School with Ardingly Projects Ltd (APL), you accept these terms and conditions, and they will form a binding agreement between you and APL. Therefore please read them carefully.

These terms and conditions tell you who APL are, how APL will provide services to you and what to do if there are any problems. For the purpose of this agreement, 'You' is defined as the person making the booking, the person attending the course, lesson, or session and where relevant the parent / guardian or accompanying adults or children.

In addition to these terms and conditions, all parties are expected to follow the Ardingly Swimming Pool Code of Conduct, the Swim School rules, and any instructions from the Swim School team at all times.

APL may contact you from time to time about the services and products that APL provide. If APL contact you, APL will do so by phone or by writing via the email or postal address that you have provided when placing the booking. APL reserve the right to vary these terms and conditions at any time upon reasonable notice to you. Changes will be advertised and made directly on the website.

Who are APL

- APL are a subsidiary company of Ardingly College
- APL operate all commercial Ardingly College ventures which includes Ardingly Swim School
- APL staff are employees of Ardingly College

What APL do within Ardingly Swim School:

- APL provide a Swim School for children and adults including the Development Centre.
- Children do not need to be students of Ardingly College to attend Ardingly Swim School.
- APL operate from the Ardingly College purpose-built facilities.
- All staff are trained to industry standards to provide swimming lessons focussing on the wellbeing of each individual child and where appropriate to provide lifesaver and first aid cover for the environment in which they work.

Bookings and payments -

Swim School runs in school terms with some additional swim courses available during school holidays and annual basis for the Development Centre.

Full details will be required when booking. Bookings are completed via the Swim School's online booking system: ClassForKids.

Payment is taken monthly as a subscription service. The subscription is created when a booking is made.

Swim school bookings renew automatically on a termly basis for all existing swimmers.

The Swim School has specific dates which will be emailed to you as well as stated on the online booking system.

Bookings are non-transferable.

Cash or cheques are not accepted.

Ardingly Projects Ltd (APL) reserve the right not to accept your booking and shall not be obliged to provide any reason for not accepting your booking.

Cancellations/refunds -

You have the right to cancel – There is a 14-day period after payments are received in full for a refund to be requested providing this is more than 14 days prior to the start of the course/term. This allows a reasonable opportunity to resell the space. If you wish to cancel a booking after payment has been made, this request made by contacting – Swim School: swimschool@ardingly.com

Refunds will be processed as soon as possible and, in any event within 14 days of receipt of your request and appropriate details being provided. Payment will be made via online transfer to the account from which the payment was received less a 10% administration charge. No cash refunds are provided under any circumstances.

If APL does not receive the necessary banking details via email as detailed within 12 weeks of the request, the refund will become null and void.

Once the Swim School has started, APL are unable to refund payments for missed days including for any illness, injury, or holidays.

Refunds will not be given for days missed due to adverse weather conditions in your locality if the venue and environment are accessible and the days go ahead.

Cancellations by APL -

Swim School may be cancelled at short notice if the college facilities are not fit for purpose.

In the unfortunate event APL cancel Swim School, APL will notify you as soon as possible

via the method that APL believe is most appropriate to ensure you have received the message in a timely manner. APL will endeavour to add an alternative date, offer to make up the activity or provide a credit. No refunds will be offered unless your child will not be returning the following term.

Medical conditions, allergies, and illness –

You will be asked to declare any existing medical conditions and allergies when you book. Please inform APL of any changes to medical conditions or allergies, as soon as you are aware so that reasonable adjustments can be made, as necessary.

If you have a contagious illness such as an ear infection, flu, diarrhoea, vomiting, chicken pox, impetigo, conjunctivitis, or a bad cold, please wait until your doctor has given the all clear for you to attend.

If your child has nits or is currently being treated for nits, they must have been clear of nits for 48 hours and be treatment free before attending.

In instances of vomiting or diarrhoea, you must have been clear of the symptoms for 48 hours before attending a session.

You must ensure that you always follow Government guidance in relation to covid or any other contagious illnesses or diseases. If you are advised not to attend school lessons or public spaces by the Government, you must not attend.

People with athlete's foot are not allowed in the swimming pool or surrounding area unless their feet are suitably covered.

Verrucae socks must be worn if a person is suffering from verrucae(s).

If you are ill, please inform APL at the earliest opportunity.

In case of illness or injury, if you are not present, by agreeing to these T&C's you

authorise medical care for your child at the discretion of the attending First Aider and/ or competent medical authorities.

Photography and Recording -

You may not take photographs or video recordings during the Swim session, this includes prior to or after drop off and/or pick up unless this has been pre-agreed with APL. In addition, consent from everyone who is in the photo or video will be required.

APL reserve the right to ask for any photos and videos taken to be deleted.

General data Protection Regulations (GDPR) -

By providing the information to us, you:

- Give permission for the personal and contact information to be held by APL for use where necessary to contact you and oversee your safe attendance at Ardingly College.
- Give permission for your contact email address and or mobile phone number to be used to provide all necessary information for future events, promotions and advertisement purposes relating to APL.
- Agree to update APL should any of the contact or medical information you have provided change and needs updating.
- Understand that APL will retain my information until your 'membership' has elapsed for one calendar year.

Please let us know if you would like your data permanently deleted from APL records at any time.

[Privacy Notice – Event Attendees](#)

General Information –

Swim School and general pool use –

Parents or guardians are responsible for children that they bring to lessons from arrival on site, supervision in the changing rooms and in any part of the facility.

You must not leave the pool area whilst your child is in the pool. In the event that your child needs to go to the toilet during a lesson, the teacher will ask you to supervise them.

Given the inherent dangers associated with swimming, in the event that you or anyone associated with you refuse to obey an instruction from a member of staff or behave in an unacceptable manner towards a member of the team or any other person or causing damage to property, you and/or the swimmer will not be permitted to continue with the swimming lessons.

Swimmers must not enter the water until instructed to do so by the swimming teacher.

You are responsible for your child until the teacher collects them at the start of the lesson and you must collect your child, promptly, at the end of the lesson.

Please refrain from communicating with or distracting the teacher or lifeguard during lessons.

Children who are not participating, must be supervised at all times.

Children must not be fed for 1 hour before their lesson (45 mins for milk/fluids).

If your child is not toilet trained, please ensure that they wear a suitable nappy under their swimming costume. Please take all your used nappies away with you. Please do not dispose of them in an open bin on the premises. Please encourage children to shower and use the toilet before their lesson starts.

Long hair must be tied back, or a swim cap must be worn.

Goggles may be used but we reserve the right to remove them if they are hindering the swimmer or class.

Jewellery including earrings should be removed prior to the lesson.

Shoes must be removed before going on poolside (or overshoes must be worn).

Buggies must not be taken onto poolside.

Glass items, crockery and other such items must not be taken onto poolside or changing areas.

All -

APL will not accept liability for loss or damage to any personal belongings.

Whilst you are at the venue, we ask you to respect all property. All access to any site and any surroundings will be at your own risk. Any other facilities are only available to be used by authorised people and must only be used in accordance with their rules.

There is a no smoking policy on site and the consumption of alcohol is not permitted.

Dogs are not permitted on the premises nor in the grounds of any location.

Child exclusion –

Ardingly Swim School reserves the right to decline, accept or cancel any booking, if in our reasonable opinion the behaviour of that child is or may be disruptive, dangerous, or inappropriate. This may include when a child presents with a special educational requirement which was not disclosed prior to arrival.

Ardingly Swim School reserves the right to exclude any child at its absolute discretion including but not limited to inappropriate behaviour, illness, bullying and persistent late arrival or collection. No refund will be made for days missed and no compensation will be made for any other cost or losses incurred as a result of the exclusion.

Ardingly Swim School operate a 3-strike code of conduct

Strike one – Child and parent are informed of specific incident or issue and required improvements.

If incident or issues persist Ardingly Swim School would move to Strike two.

Strike two – Child and parent are informed of specific incident or issue and reminded of required improvements.

Strike three – Child is excluded from all Ardingly Swim School activities.

Depending on severity of the incident and/or issue Ardingly Swim School reserves the right to move to Strike three without prior notice of Strike one and or Strike two.

It is your responsibility to inform APL at the time of booking or as soon as you become aware of any actual or anticipated disabilities, social or behavioural problems or circumstances affecting your child.

Insurance & Liability -

Ardingly Swim School is operated by Ardingly Projects Ltd which is fully insured against accident, third party liability and personal injury arising from negligence by Ardingly Projects Ltd staff. Ardingly Projects Ltd accepts no liability for personal accident, loss or damage to any member or the property of the member.

Force Majeure –

Occasionally Ardingly Swim School may have to close the facilities due to circumstances beyond Ardingly Swim School's control. "Circumstances beyond our control" means anything which Ardingly Swim School could not prevent by taking reasonable precautions such as an outbreak of swine flu, extreme adverse weather conditions or industrial action. Should this happen and our facilities become unavailable Ardingly Swim School will not be in breach of these terms and conditions.

Safeguarding

If a child has an Educational Health Care Plan (EHC), you must notify us at the point of booking. Ardingly Swim School reserve the right to cancel a booking if Active cannot successfully meet the needs of the child.

Ardingly Swim School adheres to:

[Ardingly College's Safeguarding Policy.](#)
[Swim England's Wavepower Safeguarding Policy](#)

Feedback

Ardingly Swim School welcomes your feedback both positive and negative. Feedback helps APL to improve and develop the services provided. APL will request feedback via feedback surveys and in addition feedback can be emailed - active@ardingly.com.

[Complaints Policy](#)