

# **Terms and Conditions**



The following terms and conditions apply to all pupils ("you") attending swimming lessons organised by Strokes Ahead Learn to Swim Academy ("we" or "us"). Please ensure you have read and understood the following.

#### 1. Acceptance of terms and conditions

By booking or attending a swimming lesson with us you accept these terms and conditions and they will form part of the contract between us. We reserve the right to vary these terms and conditions at any time without prior notice.

### 2. Swimming Lesson Booking

Strokes Ahead terms range from 6-8 weeks. All bookings are on a first come first serve basis. We are able to take bookings at any time and customers pay for the classes remaining. 20% siblings' discount is available for families of 3 or more children attending group lessons. Discounts are only applicable during term time lessons. Discounts are not valid for crash courses. Swimming lessons must be paid for in advance of your first lesson in order for your space to be reserved. We are unable to provide make up lessons, credit or refund following absence for individual circumstances, our costs are incurred whether or not you attend. It is our experience that make up lessons are disruptive to the normal running of established classes. If your child has been sick or had an accident and has not been attending their swimming lessons for 4 consecutive weeks or more, providing you have a doctor note, then Strokes Ahead will refund the missed lessons.

#### 3. Payments

All bookings must be accompanied by full payment of the course fee. Any bookings received without payment will not be considered valid until payment is received in full. All payments must be made before the first lesson. If payment is not received by this time, then we may at our complete discretion cancel your booking. Payments are accepted by bank transfer or cash.

#### 4. Attendance

Swimmers, parents, guardians, siblings or all other associates, must observe the entry rules and respect all other rules whilst in the Strokes Ahead venues. If by any reason you are late for your lesson less than 10 minutes, you will be admitted to the class, but your lesson will not be extended. If you are more than 10 minutes late, you will not be admitted to the class.

## 5. Cancellations

If after making a booking you wish to cancel a course you may do so by contacting us in writing within seven days of making the booking. You will receive a refund of the tuition fee paid, less any lessons already taken. If you wish to cancel a booking after seven days of making your booking you may do so by contacting us in writing at any time before your first lesson or up to three working days after your first lesson. You will receive a refund of tuition fees paid less fees for the lesson provided if applicable. However, after this period, we cannot provide credits or refunds if you are unable to attend any of the lessons for any reason.

#### 6. Cancellations out of our Control

Due to 'Circumstances beyond our Control' There may be instances beyond our control and contemplation, in which the pool might not be available for Strokes Ahead sessions. Examples of these circumstances include (but are not limited to) damage to the pool, severe weather conditions, power failures, industrial action. Such circumstances are referred to as 'Force Majeure'. In such a case a credit will be applied to the next terms invoice.

## 7. Changing Days/Times

If you wish to make changes to the days or times you have already booked, we can do so providing we have space on the alternate days you wish to change to. This may sometimes not be possible and if this is the case a refund will not be issued.

## 8. Illness

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.

#### 9. Behaviour

In the event of a swimmer, parent, guardian, sibling or other associate refusing to obey an instruction from a member of staff, 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. Strokes Ahead 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 Strokes Ahead. Strokes Ahead reserves the right to charge you for any damaged cost.

### 10. Child changing

Children aged 8 years and over must change in their gender specific changing room.

#### 11. Complaints

Strokes Ahead is fully committed to delivering the highest standards of teaching, coaching and childcare to the local community. If you or your child is not entirely satisfied with the service we provide we would like to hear about it. If we become aware of any problem while you or your child is still attending a course or activity, we will aim to resolve this at an early stage. You can be assured that any complaint will be taken very seriously. In the first instance, the complaint should be made to strokesahead@outlook.com, who will look into the matter.

#### 12. Lost Property

Please ensure children do not bring valuable toys or belongings when attending Strokes Ahead lessons. We cannot accept liability for lost, stolen or damaged items. Please ensure clothing and other belongings are clearly labelled with the child's name to help us return unclaimed items. Lost property will be kept at the pool for a period of three weeks after the end of the course. If items are still unclaimed after this period, we will distribute them to local charities.

## 13. Photography

At times we may take photographs at our venues, which may be used for teaching, marketing and promotional purposes. If parents do not want images to be taken of their child they must ensure this is selected on the swimphony portal at the time of registration as this is what we will use to confirm consent. If a parent wants to video their child swimming or would like to take a picture of their child in the water, they must obtain permission from a Strokes Ahead Staff Member prior to taking any image or video.

# 14. Swimphony

Strokes Ahead use the Swimming Management program called Swimphony to record and store the information you provide. This software is fully compliant with GDPR and allows parents/guardians to access their own portals to update information and check child progress. Payments and Credits can/may be processed through this program; therefore, it is imperative that credit/debit card details are up to date. Credit refunds will only be made to the card listed on the account.

Parent Signature	Name of Child	Date