

TERMS AND CONDITIONS

All clients are expected to abide by these terms and conditions. In the unlikely event of failing to do so, a customer may be requested to cease lessons with Kingsteignton Swimming Pool. A refund will not be eligible in these circumstances. Clients are responsible for their children at all times (except during a lesson where the child is NOT accompanied by an adult carer) and must inform the teacher prior to the lesson of any concerns they have. Clients must accept that at times there will be physical contact between the teacher and their child, in a professional, caring manner. Swimmers should not enter the pool until the teacher says it is safe to do so and must tell the teacher if leaving the pool before the end of the session. Clients should inform the teacher of any health issues that may be relevant. There is a strict nappy policy for those children not yet fully toilet trained. Nappies (including disposable swim nappies) must not be left on the pool premises.

Refunds & lesson credits

Once payment has been made for courses, no refunds will be given.

In the event that the lessons are cancelled by Kingsteignton swimming Pool (For example, due to severe weather warnings, or dangerous conditions), the lesson may be rearranged, or a credit raised at the pools discretion

No refunds will be offered in the case of circumstances outside the control of Kingsteignton Swimming Pool. This includes, but is not limited to, children deciding they no longer wish to participate in lessons.

In the event a client is unable to attend lessons due to sickness or holiday, Kingsteignton Swimming Pool is unable to refund lesson fees as fees secure the length of term agreed at the time of booking – typically this is a full term of 6 weeks.

In exceptional circumstances, for example when a swimmer has a broken limb, the client may be given the option of carrying lessons over to a later date if lesson availability allows, or a refund may be arranged at the discretion of Kingsteignton Swimming Pool . In such cases, each request will be considered individually.

Lesson Prices

At Kingsteignton Swimming Pool the terms are typically 6 weeks in duration. When a class is booked, full payment is requested to secure the place for that term. Classes may be joined at ANY point in the term (and clients pay for the classes remaining). Once payment is received there are no refunds. No discounts are offered for siblings or for groups as the prices are highly competitive.

Clients' Standards

We appreciate your help with minimising lesson disruptions and incidences of children being sick during lessons. Maintaining hygiene standards and cleaning up after these problems often results in lessons being rescheduled, a costly inconvenience for other swimmers, us and our venues that can easily be avoided by following these simple steps:

- Before your class only feed your child a light snack no later than an hour before lesson start (no large meals) and take them to the toilet.
- If your child feels unwell, however minor, do not bring them to the pool, and they should not swim again until fully well.

Swimmers should not run poolside. They should remove loose-fitting or sharp jewellery, tie back long hair and wear a swimming hat where possible. Clients should not drink alcohol prior to the lesson nor eat or chew gum during lessons. Notes on Photography provided further down. Clients must follow pool procedures as advised to them at the time of confirmation. Clients should aim to arrive no more than 10 minutes before the lesson and leave no more than 15 minutes after the lesson to help improve changing room comfort.

Car seats and pushchairs etc. should not be left in the changing rooms as there is not enough room for them.

All swimmers must shower poolside before getting into the pool. All plasters and hair clips must be removed before swimming in case they come off in the water and then cause damage to pool filters. No make-up or body lotions to be used as these significantly deteriorate pool water quality. Smoking is strictly forbidden within the pool grounds. Abuse to any member of staff either verbal or physical will not be tolerated and will be reported to the appropriate authorities at the sole discretion of Kingsteignton Swimming Pool. Clients must adhere to the instructions given to them regarding car parking, entry and exit route to pools. Kingsteignton Swimming Pool cannot be held responsible for any consequential loss or damage to a client's vehicle or property whilst in the pool's grounds.

Re-booking

Clients will be asked during the term (typically mid-way) if they wish to continue with lessons for the next term. Their place may be held for a week for them to renew before the space in the client's existing class may be offered on a "first come first served" basis to others, both new and existing swimmers. Payment is to be made prior to the next block starting.

Personal Information

Kingsteignton Swimming Pool store personal information including names, addresses, dates of birth and contact details and is covered by the General Data Protection Regulation (GDPR). We do not keep financial details.

Returned Bank Transfer/Card Payments

In the unlikely event of a client's payment being returned by the bank as unpaid, a £10 admin charge will be applied.

Lesson Changes

In the event of an instructor being absent for a group or private lesson, the swim school is within its rights to change the instructor to make sure that the lesson is covered, and no refunds will be given for lessons because of a change of instructor. Or, in the unlikely event of a 'last-minute' lesson time change or lesson cancelation due to an incident of sickness at the pool (child vomiting or defecating in the water for example) where the pool needs to be evacuated for hygiene reasons, we endeavour to notify the client via phone and/or email as soon as possible. Kingsteignton Swimming Pool will

not reimburse any expenses caused by a customer failing to pick up these messages. Kingsteignton Swimming Pool will always try to reschedule any lesson that has not been able to occur, and the client will always be notified of any changes as soon as possible.

Pool Closures

In the unlikely event of the pool not being available for use due to technical difficulties or health and safety issues Kingsteignton Swimming Pool will go through the following steps:

1. Our initial response will be to endeavour, where possible, to reschedule the lessons at the same venue for the nearest available space. This may need to be at a different time and/or a different day due to pool availability.
2. Where the pool is forced to close and lessons cannot be rescheduled, a credit will be raised for future sessions.

Clients will be notified of changes by phone and/or email. Kingsteignton Swimming Pool cannot be held responsible for any additional travel expenses incurred.

Lost or Damaged Property

All property left in changing rooms, or on poolside, and all property (including prams) left in entrance halls or outside buildings are left entirely at the client's own risk. This also applies to any property damaged during lessons. Kingsteignton Swimming Pool cannot accept any responsibility for the loss or damage to any personal possessions.

Medical Conditions

Clients must declare to Kingsteignton Swimming Pool any existing medical conditions that they are aware of that the child, or adult if taking lessons, has which may be communicable or possibly be harmful or not to another person. The client must agree to inform the pool of any changes in any medical condition or psychological condition as soon as they are aware of them. All information will be kept strictly confidential and it is at the pool's discretion to accept or refuse any applicant to join in classes. Instructors should also inform us of any medical conditions they may have which could impact on their ability to teach.

Illness

Should the child or the adult taking the child into the water have, or develop, any known or suspected medical condition they must consult their doctor before taking them swimming and inform Kingsteignton Swimming Pool. All information received is treated in confidence and with sensitivity. Clients must never bring the child swimming if they have any illness such as an ear infection, diarrhoea, chicken pox, impetigo, conjunctivitis or merely a bad cold. They must wait until the doctor has given the all-clear before returning to classes. In the instance of sickness and diarrhoea the child must have been clear of all symptoms for at least 48 hours before attending a lesson.

Withdrawal of service

Kingsteignton Swimming Pool, at its own discretion, may refuse entry to a client to its courses if it is felt that the client's behaviour is in any way disruptive or unreasonable.

Safeguarding Policy & Procedures

We follow Swim England's Wavepower [Child Safeguarding policy & procedures](#).

Changes to Terms and Conditions

From time to time Kingsteignton Swimming Pool may update its terms and conditions by publication to the website www.kingsteigntonswimmingpool.org.uk. If a client is not happy to accept the changes, they should notify the pool in writing of their non-acceptance within 14 days of receipt of the changes, failing any such communication from the client the pool will deem that they fully accept the updated agreement and terms.

Website

Material made available on Kingsteignton Swimming Pool's website, including materials on linked sites directly or indirectly accessible from this site, are provided "as is", with no warranty of any kind, express or implied, including those of merchantability and fitness for a particular purpose. Any reference to linked sites or to third party companies, products or services by name does not constitute or infer its endorsement by Kingsteignton Swimming Pool. Kingsteignton Swimming Pool has used all reasonable endeavours to ensure that information provided through its website is accurate at the time of inclusion; however, it accepts no liability for any inaccuracies, errors or omissions on the site. The information available on the site may be incomplete, out of date or inaccurate. Kingsteignton Swimming Pool reserves the right at any time and without prior notice to make changes and corrections to the material on its site. Kingsteignton Swimming Pool accepts no liability for any loss of or damage to whatsoever nature caused by the use or the inability to use the materials available on its site or any linked site. Kingsteignton Swimming Pool has taken all reasonable steps to ensure that the Intellectual Property of third parties is not infringed.

Kingsteignton Swimming Pool respects its clients' privacy and keeps any information that is shared with the franchisee in confidence in line with GDPR Regulations. Kingsteignton Swimming Pool does what it can to discourage unsolicited spam and telephone calls. Franchisees/Kingsteignton Swimming Pool record client's personal information only if they provide it when expressing an interest in our services. Kingsteignton Swimming Pool or its franchisees do not share this information with any third parties. The franchisee will call a client only if they contact them with a question and ask for a return call. The franchisee uses the client's personal information only to serve them better. All images displayed on Kingsteignton Swimming Pool website are under the ownership of the photographer concerned. Agreement to display the photographs has been reached and they are not available to be copied.

Photography/Videography

Photography/videos (other than those taken by our professional photographers) are not permitted at any time. Clients will be asked to give their consent for the photographing or videoing of children or asked to sign a consent form for their child to appear in any photographs or video taken by our authorised photographers. Imagery is be shared on our social media channels and for marketing purposes.