# Swimming Lesson Terms & Conditions

 (A) <u>Teaching Policies, Procedures and Parental Responsibilities</u>
 1. All Fusion Lifestyle Swimming Teachers are Swim England/STA qualified and have the relevant DBS checks before they are allowed to teach.

- Swimming Teachers will take responsibility for pupils during their swimming lessons, but and parents /guardians are required to remain nearby (poolside 2. viewing or designated viewing gallery) so that if required the parent / guardian can deal with toilet breaks or any behavioural issues. Fusion staff will NOT take pupils to the toilet.
- Parents/guardians must remain on the premises whilst the pupil is attending their 3. swimming lessons. This is imperative in case of the unlikely event of a medical emergency, building evacuation or other emergency situation. It is the parent/guardian's responsibility to supervise/watch their child get to and from their teaching station ensuring a prompt pick up at the end of the lesson. Pupils must be collected promptly at the end of the lesson.
- Parents/guardians must never distract the teacher during a lesson and should direct all communication through the reception staff or the Head Teacher (if available). Parents/guardians should not to speak with a teacher during the period that lessons are in progress as it is dangerous and will distract the teacher from the supervision of the pupils in their lesson.
- 5. Pupils can be refused entry to the lesson if they are more than 5 minutes late for a class, as it disrupts the lesson for the other pupils. A coloured swimming hat will be issued when joining swim school (stages 1-10) and
- 6. new hats will be issued when transferring to the next teaching stage. Lost or broken hats can be replaced by purchasing a new hat from reception. It is strongly recommended that children wear their hats to lessons. This may not be suitable for those with some medical conditions.

### (B) Pupil Illness

- If your child is unwell, we recommend that you do not bring them to their swimming lesson.
- If your child has been ill with diarrhoea they should not attend their lesson. To protect others, they should not swim for at least a week after it has completely cleared up.

### (C) Swimming Lesson Programme

- The majority of our 'learn to swim' programme classes are held over a 30-minute timeslot (some advanced and adult classes might be 45/60) which includes time to take registers and assessments.
- Pupil to Teacher ratios are developed in line with Swim England Guidelines. 2.

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  Fusion reserves the right to combine classes as short notice if necessary.
  (D) Swimming Lesson Dress Code & Hygiene
  All children should wear appropriate fitting costumes/trunks and shorts specifically designed for swimming. Baggy costumes/trunks can hamper movement.
  No jewellery should be worn during a swimming lesson. Religious or medical be see alward be aband and the necessary for medical be seen as the necessary.
- bracelets are allowed but should not distract the swimmer from their lesson. The use of goggles is permitted but pupils will be asked to remove them if they are 3.
- providing a distraction and when performing certain skills (unless there is a medical reason for goggles to be worn). We recommend the use of dioptre corrective goggles for anyone with a visual impairment.
- All swimmers should shower before their lesson. Please ensure that all hair gel/body lotions etc are removed. This will help to keep the water clean. Make sure your child 4. uses the toilet before the lesson commences. Please ensure your child showers after the lesson.

#### (E) Pupil Progression

- All pupils on the 'learn to swim' programme work towards the "Swim England Learn to Swim Framework.
- Swimming Teachers continually assess all pupils' progression throughout the term.
- Progression of all pupils will be at the judgment of the swimming teacher and in accordance with the progression within the criteria of the "Swim England Learn to 3. Swim Framework"
- 4. Pupils will be moved up to the next class when they meet the skills criteria required and if there is adequate room in the next Stage for movement to the next Stage. 5.
- Upon completion of a Stage, the parent/guardian will be contacted explaining that the child is ready to move up to the next Stage via e-mail/phone. Where Home
- Portal is available, parents can login and make the required movement. A valid e-mail address is required to access Home Portal, movements and 6. assessments.
- 7. Due to the continuous progressive nature of our programme, and the variety of ability levels within each session, we cannot guarantee a specific time slot on available. Those waiting for spaces will be kept in their current stage until a place becomes available

#### (F)

- Swimming Lesson Payment All fees for swimming lessons must be paid in advance of the lessons.
- Direct Debit payments are taken on 1<sup>st</sup> of each month. New joiners, taking the Direct Debit option will pay a pro-rata payment for any lessons which take place prior to the first Direct Debit being taken. 3.
- 4
- We reserve the right to apply a joining fee where appropriate. One clear calendar's months' notice of the Direct Debit is required via http://www.fusion-lifestyle.com/contact-us/ for the cancellation of Swim School Direct Debits. 5.
- Failure to provide the full notice period to cancel your swim school when on Direct 6. Debit may result in Fusion Lifestyle taking recovery action for the outstanding payment.
- Fusion reserves the right to change the price of swimming lessons at any time. Direct Debit customers will be notified in writing with at least 10 working days' 7. notice of any change.
- For any failed Direct Debits, Fusion Lifestyle reserves the right to restrict access to the lessons until a suitable payment has been made for the missed Direct Debit 8. Payment. Under these circumstances Fusion Lifestyle will not guarantee the same space on the existing lesson.
- Direct Debit payments include one lesson per week at the agreed Stage of lessons 9. for the monthly Direct Debit subscription, and for junior lessons (under 16 years) access to General Swimming sessions (subject to pool capacity).
- The monthly Direct Debit subscription remains the same for each calendar month, regardless of the number of lessons that are delivered during the month. I.e. some 10. months there will be five lessons, while most months there will be four. During December there will two or three lessons depending on the cycle of the year. Over a 12-month period, with 12 equal Direct Debit payments a total of 50 swimming lessons will be available to attend\*. (\* unless a lesson has been cancelled - please see section (H) below. Where payment is not made by Direct Debit, all lessons must be paid in advance and pupils will be removed from classes once advance payment has expired.

- Swim School Annuals Swim School Annual Promotion 2018 Swim Free over Summer. Pay for an Annual Swim School (12 months for the price of 11) and book your space for September 2018. Participants will be able to swim for free during the summer of 2018 in general swim times only. Offer available for Junior Swim School only. Full payment must be made upfront before commencement of membership. Direct Debit details will be taken at the time of booking/paying for annual membership. Once the Annual Membership has expired (31<sup>st</sup> August 2019) a regular monthly DD at the current Swim School rate will start.
- 2.
- regular monthly DD at the current Swim School rate will start. Swim School Annual DD Promotion 2018 Swim Free over Summer. Participants will be able to swim for free during the summer of 2018. Available for Junior Swim School only. Customers will sign a year Swim School Contract committing to a minimum of 12 Direct Debits September 2018 to August 2019. Cancellation prior to the end of the committed term is not permitted, Direct Debits will continue after August 2019 unless cancelled through our cancellation procedure. Direct Debit details will be taken at the time of booking. Swim School Annual Membership – Non- Promotion

### 3.

Pay for an Annual Swim School (12 months for the price of 11). Full payment must be made upfront. Direct Debit details will be taken at the time of booking. Once the Annual Membership has expired a regular monthly DD at the current Swim School rate will start.

## All other Terms and Conditions apply

- (G) Changing and Moving Lesson 1.
- You may request a change of time, day or Swimming Teacher and we will try to accommodate your request, provided a space is available. If you cannot be accommodated at that time your child will be added to the movements list and you will be able to make movements through Home Portal when a space becomes available (not applicable at all centres). Swimming ability and speed of progression will vary depending upon the swimmer.

- (H) Pool Closure and Cancelled Swimming Lessons In the event of a pool closure we will make every attempt to contact our customers as soon as possible. Contact will via e-mail/phone.
- Customers paying for swimming lessons will be provided with a catch-up lesson to replace the missed session. In the event catch up lessons are not available an 2. alternative activity/loyalty points to the value of the lesson will be offered.
- In the event of a planned pool closure wherever possible you be offered an alternative class to accommodate your lesson. 3.
- Fusion Lifestyle reserves the right to cancel classes should numbers fall below our minimum numbers per group (50% of class capacity). If this happens you will be offered an alternative lesson of the same level. 4.
- 5. If a pool closure is likely to affect swimming lessons on the long term, every effort will be made to offer space at another pool within the area.

#### (I) Missed Lessons

- Lesson fees are non-refundable where the pupil has either missed lessons or 1. decided to withdraw from the programme altogether.
- Lessons run consecutively, the lesson credits will be utilised as each lesson takes place regardless of pupil attendance (with the exception of pool closure/lesson 2. cancellation). In exceptional circumstances management may exercise discretion on refunds or
- 3. credit notes but this would only be on production of a medical certificate or documentation from a medical centre, hospital or GP.

#### (J) Changing Teacher

- We will use reasonable endeavours to provide the same instructor for each lesson within a course. However, relief instructors may be used without prior notification. 1.
- 2. We reserve the right to appoint a new teacher at any time and may, at times need to provide an alternative teacher for a class or classes due to illness or for any other unforeseen circumstances.
- In the event a teacher is away for a long period of time we will try to keep the same cover teacher for the time period where possible. If a teacher is absent, the centre reserves the right to join classes together if 3.
- 4. always try to put a replacement teacher in place immediately however, if this is not manageable we would put the classes together in order to avoid the cancellation. This would be an extremely rare occurrence as additional teacher are usually available to cover any such eventualities.

- (K) Communication 1. We like to encourage communication and welcome issues to be raised with our staff.
- 2. The duty management team will be the people to resolve any poolside issues. Any problems or issues should be conveyed through them.
- Questions regarding the progression of pupils should be directed towards the reception staff that will be able to pass on the message to the relevant member of 3. staff, who will then contact you to discuss the pupil. Please ask to fill in a swim school enquiry card.
- All parents/guardians are required to supply us with a valid e-mail address for quick 4. communication purposes. This is essential so that we can inform you when your child is ready to move up a Stage of lessons or for any cancellations.

### (L) Viewing

- Parents/guardians are not permitted on poolside but must sit in the pool viewing 1. areas. Where pool viewing is on poolside, parents must not interfere with the lessons or distract the swimming teachers. We do ask that all spectators remain in the seating area in order to prevent any
- 2. unnecessary distractions for the teachers and make every effort to ensure that all footwear is clean, wearing shoe covers when provided.
- It is difficult for the teaching staff to gain full attention from their pupils if they are 3. being distracted; progress can be affected if children are not fully able to concentrate.
- No photography or filming is permitted on poolside or in the changing area without 4. the prior approval from the Centre Management.

### (M) Behaviour & conduct

- Parents accept that their child is under the supervision, control and care of the Swimming Teacher, during the lesson period. Should the behaviour of the child be unsatisfactory and the class is being disrupted, the Swimming Teacher has the right to remove the pupil from the class.
- The teacher may employ reasonable measures as are necessary to maintain the smooth delivery of the class. We reserve the right to request that your child should be removed from classes should they persistently disrupt or are seen to be putting 2. themselves or anyone else at risk during the class. If a child is removed under these circumstances and suitable alternatives arrangements cannot be made, no refund will be provided.
- 3. If a swim school pupil causes the cancellation of a swim school session or individual class, we reserve the right to apply a penalty for loss of income for this activity. This will be administered and applied at the centre management discretion.