

Aaquatics Terms and Conditions

You agree to our terms and conditions set out hereafter by engaging in our services. Upon arrival at your first lesson with us, we will expect you to be familiar with the conditions contained in this document and adhere to any policies we operate under, this is to ensure the safety of all participants and members of staff as well as any third-party venues we operate our services in.

Booking

Bookings will always be done based on the school term and so each booking will be for a full term. If you begin swimming with us in the middle of a term, you will be booked into the end of the current term.

Upon signing up to Aaquatics, you will swim on the same day and at the same time once per week, on the weeks that we operate. You will receive a welcome pack sent via email that outlines the date, time & location of your lesson. It will also contain various policies that you must read and adhere to.

We operate a rolling subscription and therefore we ensure that you don't lose your slot each term by automatically subscribing you to the next term. If you wish to cancel your subscription you will need to notify us at least 4 weeks before the start of a new term. By booking with us, you grant us the right to automatically re-enroll you each term and take payment.

Payment

We will take payment at the time of your first booking and you will receive confirmation of this via email, this will secure your space.

Payment will be taken for the full term in advance. If you begin swimming with us in the middle of a term, we will take a pro-rated payment for the number of weeks left in the term. You will not be able to swim with us, until payment has been made. Any lessons missed due to non-payment will not be eligible for any catch-up or refund.

When you make payment for your lessons via your debit/ credit card we will store these on a secure payment system that is operated by a third party.

It is your responsibility to communicate our payment terms and policies to someone else if they are paying for these lessons on your behalf.

Catch-Up Lessons

If you are unable to attend one of your upcoming sessions, we will endeavour to offer a catch-up lesson. This is limited to a maximum of one per term. You must notify us at least one hour before the start of your lesson to be eligible for catch-up.

Catch-ups cannot be carried forward and as such any un-utilised catch-ups will be lost and have no cash value.

The catch-up lesson offered will always be the first lesson at the start of the next term. As such the value of the catch-up will be reduced from the cost of the following term.

We reserve the right to remove our catch-up facility at any time without notice.

Changing class times and/or venues

If at any time during your booking, you need to make a change to your swimming lesson time, day or venue please contact us with as much notice as possible so that we can find a suitable alternative. We will try our best to accommodate your request but it may not be possible to guarantee it. Where we can accommodate your change, we will be in touch to discuss your new booking details and any difference in cost that may be applicable so that you may accept or request a further change.

Alternatively, due to the nature of operating a swimming pool, it may be such that we need to make a change in your booking (class, time or venue). If for some reason a class has become too small to operate effectively (due to parents returning to work etc.) we may need to merge your class with another. In this circumstance, we will be in touch as soon as possible to confirm your new booking details. As a minimum, we will give you at least one month's notice to inform you of a change such as this. If you are unhappy with the change, you can cancel your booking in accordance with the Refunds and Cancellations section outlined in this document.

Refunds and Cancellations

Your rights outlined under Chapter 4 of the Consumer Rights Act 2015 are not contested. We endeavour to ensure that you as a new client of Aaquatics receive the best service possible.

Therefore, we do offer a discretionary cancellation policy.

As a new client, you may cancel your booking with us either:

1. Within 7 days of the date, you receive your welcome pack and booking email + documents
2. Up to 14 days prior to your first lesson

If you meet these criteria, we will offer a full refund in the amount paid for your booking period.

After the cancellation period for new clients has passed (regardless of whether you have attended a lesson(s) or not) we consider you as a current client.

All of our current clients are required to give 4 weeks' notice to cancel their booking. To cancel your booking with Aaquatics, you must inform us in writing via email, by using the details provided in your booking documentation or on our website. We will send you an acknowledgement of your request to

Aaquatics Ltd
Company number: 11981181

cancel and confirm your 4-week notice period. If you do not receive this acknowledgement, you must assume we have not received your request to cancel and you should contact us by phone and send a further written cancellation notice.

Please note that if we receive your cancellation request within three working days of your billing date (outlined in your booking documentation) we will not be able to adjust your direct debit or card payment and you will be liable for the full 4-week notice period payment.

Once you have given us your notice in writing and we have sent you an acknowledgement email, you do not need to cancel your direct debit or continuous payment authority, we will cancel this for you and an email will be sent as confirmation of this. If any further payment is due to cover any lessons remaining in your notice period, we will debit any monies owed in line with the cancellation period.

If a pool cannot be used in the short term we will endeavour, where possible, to reschedule your lesson(s) with us. In this instance, we are not responsible for any travel costs incurred.

If we have to cancel a session for any reason, we will either reschedule your session, where possible, or add an additional lesson to your booking as credit for the missed session. Where this is the case, you will be notified as soon as possible.

If a venue is unable to operate for more than 2 weeks consecutively, due to public health reasons, plant and maintenance issues or other circumstances outside our control, then we are not responsible for providing any further lessons to you during that time. If this occurs, and if it is not possible to reschedule the missed sessions, we will either refund the unused balance of your subscription or compensate you in services or refunds against a future booking.

Adverse Weather

As long as our venues and surrounding areas are safe and accessible with lessons running, we are under no obligation to refund lessons that may be missed due to local adverse weather. We regret that we cannot offer refunds or rescheduling of lessons in the event of adverse weather conditions local to you that prevent you from attending a scheduled class.

Video and Photography

There is strictly no photography at anytime, anywhere in the venue including at poolside. While we do understand the desire for family members to take photos and/ or videos, we as a company follow the laws and guidelines set out by the Department for Education and comply with the Child Protection Act of 2004. If anyone is found to be in breach of this, we reserve the right to remove you from the venue and cancel the remainder of your bookings without a refund.

Aaquatics will not tolerate any breach of this rule as it is a matter of child protection and safeguarding in accordance with the law. If any offence has taken place, we may be obligated to inform the necessary authorities.

There may be opportunities where Aaquatics will ask to carry out a photo shoot for marketing and advertising purposes. This is entirely optional and not obligatory, if you do agree then we will provide you with our 'Photography and Filming Consent Form' that has been created in accordance with guidance from the NSPCC. We will only proceed if we gain consent from all involved.

Valuables and Jewellery

All property left in changing rooms or on poolside and all property left outside or in the entrance halls, is left at your own risk. Aaquatics does not accept any responsibility for the loss or damage of any personal property. Please also make sure to remove all jewellery before entering the water.

Illness

Please never attend a session if you or your child have any illness such as an ear infection, diarrhoea, vomiting, chicken pox, impetigo, conjunctivitis, a bad cold or any other infectious illness or if you have Covid-19 symptoms and/or have been asked to be isolated. Please wait until your doctor has given the all-clear before returning to your sessions. If you or your child are suffering from an illness and unsure whether to attend a session, please contact us before attending the venue so that we can offer guidance on how best to proceed.

Please ensure that any sickness/diarrhoea symptoms have completely cleared for at least 48 hours before your session, or 14 days if a gastrointestinal bug has been diagnosed by a doctor.

Should your child or the adult taking your child into the water have, or develop, any known or suspected medical condition, please consult your doctor before attending any class or swimming.

In the event that you or your child's illness is contagious and may affect other swimmers, you must inform our office in writing, via email, and we may share basic information about this risk with other carers. All information is treated in confidence and with sensitivity.

Our teachers have final discretion and may refuse entry to the pool if they reasonably believe that your child is not well enough to participate.

Nappies

At Aaquatics we operate a double nappy system. Without exception, all babies/toddlers who aren't potty trained, must wear either a disposable swim nappy with a costume on top to keep it secure or wear a disposable paper swim nappy with a 'Happy Nappy®' on top. Babies wearing any other attire such as a wetsuit or warmers, etc., must still use the two nappy system above.

We reserve the right to refuse entry to any child who is not suitably attired.

Please take all used nappies away with you unless there is a specified and clearly marked bin that has been provided on site. Never leave nappies in an open bin (including those within the site grounds).

Pool/Poolside Health and Safety

This section will give a rough overview of the conditions we require you to adhere to in order to maintain a high standard of health and safety. For more information and a more in-depth view, please refer to our 'Health and Safety Policy'.

No outdoor footwear should be worn onto poolside and where possible into the changing rooms.

Please always endeavour to shower both yourself and your child prior to entering the water. This will remove body lotions, perfumes and oils and will contribute significantly to our ability to maintain water quality.

Whilst waiting for your class please, keep noise to a minimum so that sessions can take place more peacefully with less distractions for both our pupils and teachers. Please do not enter the pool until the ongoing session has finished and everyone has left the pool, you will be instructed by your teacher when it is best to enter the pool.

You are responsible for the safe supervision of any children you bring at all times: on poolside, in the changing rooms and on the pool premises. They should always be under your direct supervision and never be left unattended. For parent and baby sessions, we operate a one adult to one child policy, meaning that if you bring two children to a session, there needs to be another adult in the water with the second child. If you breach this term we reserve the right to ask you to not partake in the session.

Please make sure that your child under your supervision is moving around the pool in a safe manner. This means that they are walking instead of running, it is very easy for a child to slip and get injured by running on the wet poolside.

Aaquatics reserves the right for any of our staff to ask you to leave the poolside at any time.

We are happy for any carer, family member, friend or childminder to bring your child to the session. However, we ask that they let the teacher know of any medical issues so we can provide extra help and assistance.

Should a session already be in progress or about to start and have to be cleared/stopped on grounds of health and safety, then we are under no obligation to refund the session or part thereof.

General Aaquatics Site/Pool Rules

We operate a strict no nut policy throughout all our venues. Also, we don't allow any food items to be brought onto poolside, and they must be kept packed away when entering the changing rooms.

Smoking, vaping and the use of E-cigarettes are strictly forbidden inside all our venues.

Buggies are not permitted inside the changing rooms or on poolside.

All customers are expected to behave in a polite and respectful manner at all times. Any instructions given by any Aaquatics staff are final and must be respected.

Aaquatics reserves the right to expel and cancel the booking of any customers who fail to comply with these conditions. No refund will be made for remaining sessions if this is the case.

Children who are 8 years old or older are required to use gender appropriate changing rooms. Alternatively, depending on the venue layout, there may be a small changing area where they can get ready for their session.

Teachers

We will try to keep you with the same teacher wherever possible. However, there may be times when they are unavailable and so we reserve the right to change your teacher at any time (we will do our best to limit this). In the unlikely event that we are unable to find a substitute teacher, we will have to cancel your session. We will add a complementary extra session to your next booking term.

Limit of Liability

In the absence of any proven negligence, lack of due-diligence or breach of duty by Aaquatics Ltd and its employees; the participation of you, your partner, child or those in whose care you have placed your child for the purpose of attending or observing the swimming session is done so entirely at your own risk.

Medical Conditions

It is essential that before you attend your first swimming lesson, you declare any medical conditions/disability of your child attending the swimming lesson, yourself or any other carer that may bring your child to their swimming lesson. Should you become aware of a medical condition or disability after starting your swimming lessons, it is your responsibility to update Aaquatics with this information.

If you are unsure if any illness, injury or disability will affect your child's ability to swim, we recommend you contact your doctor/paediatrician. By attending your swimming sessions, you confirm that you have taken all the necessary advice and obtained the appropriate authority to take part in these sessions.

All people bringing children swimming with Aaquatics take ultimate responsibility for their own and their child's medical/health issues and will be deemed by Aaquatics to have taken all necessary advice. Informing Aaquatics of an adult's or child's medical conditions does not relinquish this responsibility.

Withdrawal of Service

Aaquatics may at its own discretion refuse entry to a customer to its session if it is felt by a member of staff that the customer's behaviour or the behaviour of those associated with the customer is unreasonable or becomes an issue of health and safety.

Safeguarding

Aaquatics acknowledges our duty of care to safeguard and promote the welfare of children, and are committed to ensuring safeguarding practices reflect statutory responsibilities, government guidance and comply with best practice.

We have a dedicated safeguarding policy that outlines our commitment to the protection of those we work with, upon the commencement of your first session you agree that you have read our safeguarding policy. If you have any concerns regarding safeguarding, please read our policy and speak to our designated safeguarding leads by contacting the office via email (admin@aaquatics.com) or telephone (07763 838043). Alternatively, you can contact the NSPCC helpline at help@nspcc.org.uk or by calling 0808 800 5000.

Data Protection

Aaquatics Limited is committed to protecting your privacy, we have a full and up to date privacy policy that outlines the steps we take, in accordance to the law, to protect you and your data. We will only collect and use information lawfully in accordance with the General Data Protection Regulation (GDPR) and in accordance with our privacy policy. You will be sent a copy of this to read prior to the start of your sessions with us.

Venue Information

Along with this document and others, you will be sent all the information you need relating to the venue in which your sessions will take place. This information will include various site-specific health and safety points and other pieces of information that is important to know before you start swimming with us. Please take some time to read this in full in order to have the best idea of how the venue operates before you start.

Changes to our Terms and Conditions

There may be times where we need to update these terms and conditions. When we do so, we will update you by either sending you the updated version or notify you if we only make a minor change. You have the right to not accept these changes, but we ask that you notify us in writing of your non-acceptance within 14 days of receiving the updated terms. Failing to inform us within this time will

make us entitled to treat our agreement with you as being subject to the updated version of these terms.

Document Control

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This document has been prepared by Aaquatics Limited.

Any information provided by third parties and referred to herein has not been checked or verified by Aaquatics Limited, unless otherwise stated in the report.

No third party may rely upon this document without the prior and express written agreement of Aaquatics Limited.

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