

The Flipper Club Ltd Terms & Conditions

Updated 25/04/22

Booking with us

- We are a termly swim school running three courses throughout the year - Spring, Summer and Autumn/Winter. We do also run holiday crash courses at our discretion.
- When you book with us, details of the courses you are booked into, the dates and times during the first term and the venue will have been agreed with you in advance.
- To give The Flipper Club Ltd swimmers priority for courses each term, we use a re-booking system. Therefore, unless you inform us that you either wish to change pool, day or time, or that you wish to stop swimming with us altogether, we may re-book you onto the next course during the current term. In order to ensure your place, we recommend that you grant us a continuous payment authority (please see the section entitled "Taking Payment") and take part in our re-booking scheme.
- Towards the end of each term we send you details of your course for the following term via email. This will detail the venue, dates and times of the course during the next term, the cost of the course and the date upon which re-booking will take place. If you grant us a continuous payment authority, on or after the date we have specified for re-booking you authorise us to use the card details you have logged with us to debit the money due. If you have not granted us a continuous payment authority or have previously paid for your course by way of either cash or cheque, we will need to have received payment of the course fee for the next term from you by the date we have specified as the re-booking deadline otherwise you will not be re-booked onto the course and we will not be able to guarantee you a place.
- You will receive email confirmation of your booking once your account has been debited or your payment has been received,

together with a receipt of your payment. You are always welcome to contact us via phone or email should you be unsure of any details. Your statutory rights are not affected.

- If you grant us a continuous payment authority but you do not wish to be part of our re-booking scheme, please inform us as soon as possible. If you do not wish to be re-booked for any new term it is vital that you inform us prior to the stated re-booking deadline. You can do this by either email or telephone. If you have granted us a continuous payment authority and you have not contacted us by the specified deadline your place will be re-booked and the refunds policy referred to below will apply.
- You will not be re-booked if: (a) your current class date, time or venue need to change for any reason, (b) if you have not granted us a continuous payment authority, or if you pay by either cash or by cheque, and your payment for the new term has not reached us by the re-booking deadline date and/or (c) you have informed us before the re-booking deadline date that you do not wish to re-book.

Payments

- When you pay for classes with your credit/debit card, your card details are stored on a secure online payments system. By providing your card details and allowing them to be stored on a secure payment gateway operated by a third party, you grant us a continuous payment authority to enable us to debit the card when necessary.
- If you do not wish for us to be able to use your card details in this way, please inform us by either telephone or email. Please note that we cannot automatically re-book you onto the course for the next term without a continuous payment authority. Whenever your card details change, or if you wish to change your card details for whatever reason, please get in touch with us.
- If the course is being paid for by someone other than you, you are responsible for informing that person of our payment policies, deadlines, etc, and relaying any communication with regard to re-booking or payments of any sort.

- If you wish to pay for the course by using your debit or credit card but do not wish to grant us a continuous payment authority or wish to pay by either cash or cheque (or wish to do so in the future) payment needs to be with us by the re-booking deadline date stated within the re-booking email we shall send you in order to secure your place. Please note that we do not accept payment by American Express.

Refunds and Cancellations

- You may cancel your agreement with us either (a) within seven 7 days of the date you received a copy of these Terms and Conditions, or (b) prior to 14 days before your first course begins, and we will refund your money. Should you cancel within 14 days prior to the commencement date (up to 5.30pm the evening before) we will issue a refund minus a maximum £50 administration charge.
- If you are an existing client and do not wish to be re-booked onto a course for the next term, you must notify us before the specified re-booking date and in accordance with the 'Booking' section above. If you cancel a booking for the next term at any time after the re-booking date has passed but prior to the course commencing, we will issue a refund minus a maximum £50 administration charge. Once the course has started we are under no obligation to provide a refund if you wish to cancel following the commencement of your first class.
- We are under no obligation to refund or transfer your money in the event that you are unable to attend part of or the entire course, unless otherwise specified above. We regret that we are unable to offer an alternative for missed lessons. Unfortunately, what seems like one simple request is an impractical administrative task when spread across hundreds of clients.
- If a pool cannot be used in the short term, we will endeavour, where possible, to re-schedule your lesson. In this instance we are not responsible for any travel expenses incurred. In the event of our having to cancel a lesson we will credit your card or issue a cheque within five 5 working days of the end of the term.

- Where a pool is not available on a longer-term basis (in excess of one week), on public health or other grounds outside our control (not including operational issues with the pool), then we cannot be responsible for providing any further lessons to you during that time. If this occurs, and in the event that it is not possible to reschedule the classes, we will either refund the unused balance of your course fees or provide a discount on a future term's fees at our discretion.

Safeguarding

- The Flipper Club Ltd is committed to providing good child safeguarding practice for all our swimmers and we have adopted the Swim England Safeguarding Policy – Wavepower, a copy of which is held by The Flipper Club Ltd or can be viewed and downloaded from www.swimming.org. We believe that good safeguarding and fair play is paramount for all our swimmers.

Photography and Filming

- The use of any type of camera, video or recording equipment is strictly prohibited. If you wish to photograph your swimmer, it can only be done by approval and arrangement of the teacher and you must appreciate that other swimmers or families may not be comfortable with their child being included. The teacher's decision is final.

Withdrawal of service

- We reserve the right of exclusion at our own discretion if it is felt that the swimmer's behaviour or the behaviour of those associated with the swimmer is unreasonable or becomes an issue of health and safety.

Health and illness

- Prior to commencing swimming lessons with us you are asked about any pre-existing medical conditions, illness or injuries likely to impede a swimmer's safety or ability to participate. You agree to inform us of any changes as soon as you are aware of them. All information will be kept strictly confidential.
- Should a swimmer have, or develop, any known or suspected medical condition, please consult your doctor before swimming. You must then let us know via email or telephone. In the event that your illness is contagious and may affect

other swimmers, we may share basic information about this risk with other participants. All information received is treated in confidence and with sensitivity.

- Never bring your child (or adult) swimming if they have any illness such as Covid-19, an ear infection, diarrhoea, vomiting, chicken pox, impetigo, conjunctivitis, or a bad cold. Please wait until your doctor has given the all-clear before returning to classes.
- Please ensure that any sickness/diarrhoea symptoms have completely cleared for at least 48 hours before your lesson; or 14 days if a gastrointestinal bug has been diagnosed by a medical professional.
- Our teachers may refuse entry to the pool if they reasonably believe that your child is not well enough to participate.

Nappies

- The pool premises we use do not facilitate nappy disposal. Please take used swim (or other) nappies away with you.

Property and Jewellery

- All property left in changing rooms, on poolside or outside, is left at your own risk. The Flipper Club Ltd cannot accept any responsibility for the loss or damage of any personal possessions. Please remove all jewellery (except wedding rings) before entering the water.

Adverse weather

- We are under no obligation to refund lessons that may be missed due to local adverse weather when the venue and environs are safe and accessible, and lessons are held. We regret that we are unable to offer automatic refunding or rescheduling of lessons in the event of adverse conditions local to you which prevent you from attending a scheduled class.

Health, safety and poolside etiquette

- Please ensure that all children in your care are supervised at all times: on poolside, in the changing rooms, and on the pool/school premises.
- If no teachers are present on poolside when you access the building prior to lessons or leave the building after lessons then you are responsible for the safety of the child(ren) in your

care. Teachers will take care of your swimmers during lessons only.

- No outer footwear to be worn on poolside - remove shoes at the entrance.
- Respect and adhere to other procedures that may be in place at the time of your swim course e.g. Covid-19 procedures.
- Whilst spectating please stay outside the pool building by the viewing areas or if allowed, on the poolside viewing area in case your child needs to be taken to the toilet or taken out of the lesson for any other reason. Spectating policies may change if government guidelines specify social distancing, in this instance you will be informed of procedures via email.
- The Flipper Club Ltd reserves the right to ask anyone to leave the poolside at any time.
- Do not enter the pool until the current class has finished; please always wait to be invited to do so by your teacher.
- Always adhere to pool rules at individual venues.
- Eating is not permitted inside pool buildings. It is recommended that swimmers leave a least 2 hours after a meal, before commencing lessons.
- Pupils should wear a one piece swimsuit / trunks / jammers (no baggy shorts please).
- If your child wears goggles, please ensure they are fitted correctly before the start of the lesson.
- To help us keep the water quality high, pupils are required to shower before entering the pool and wear a swimming hat during lessons. Please ensure hats are fitted prior to starting the lesson. Children under the age of 3 years should wear aqua nappies.
- Dunottar School parking - please use the school car park for swimming lessons. If accessing the school premises on foot ensure you use the pedestrian entrance only and cross the driveway via the zebra crossing, there is strictly no access via the drive entrance. We have been asked not to park on the track leading to the common as neighbours have had several access problems. At all sites, please be respectful of the residential houses neighbouring the schools.

Teachers

- Whilst we endeavour to ensure you always have the same teacher, we cannot guarantee this as teachers fall ill, leave, etc. Unfortunately, we cannot give advance warning when this may happen.

Exclusion of liability

- Except in the case of death or personal injury arising as a result of negligence, lack of due diligence, breach of duty, or any other circumstance where liability cannot be excluded by law, your participation, or that of your spouse/partner, your child, or those in whose care you have placed your child at The Flipper Club Ltd swimming sessions is done so entirely at your and their own risk.

Changes to terms and conditions

- From time to time we may update these terms and conditions by sending you either an updated version or notification of minor changes. You are free to not accept these changes but we would ask you to notify us in writing of your non-acceptance within 14 days of your receipt, failing which we will be entitled to treat our agreement with you as being subject to the updated version.