

BwD Leisure – Swim School Terms & Conditions

- **The Centres (Darwen Leisure Centre and Blackburn Sports and Leisure Centre)**

(A) Teaching Policies, Procedures and Parental Responsibilities

1. All BwD Leisure Swimming Instructors are Swim England (or equivalent) qualified and have the relevant DBS checks before they are allowed to teach.
2. Swimming Instructors will take responsibility for pupils during their swimming lessons, but parents /guardians are required to remain nearby (designated viewing gallery) in line with our standard admissions policy so that if required the parent / guardian can deal with toilet breaks or any behavioural issues. BwD Leisure staff will NOT take pupils to the toilet.
3. Parents/guardians must remain on the premises whilst the pupil is attending their swimming lessons in line with our standard admissions policy. 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 instructing station ensuring a prompt pick up at the end of the lesson.
4. Parents/guardians must never distract the Instructor during a lesson and should direct all communication through the reception staff or the Aquatics Co-ordinator (if available). Parents/guardians should not speak with an Instructor during the period that lessons are in progress as it is dangerous and will distract the Instructor 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.

(B) Pupil Illness

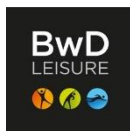
1. If your child is unwell, we recommend that you do not bring them to their swimming lesson.
2. If your child has been ill with diarrhoea they should not attend their lesson. To protect others, they should not swim for at least a week after it has completely cleared up.

(C) Swimming Lesson Programme

1. The majority of our 'learn to swim' programme classes are held over a 30-minute timeslot (some advanced classes might be 45/60) which includes time to take registers and assessments.
2. Pupil to Instructor ratios are developed in line with Swim England Guidelines.
3. BwD Leisure reserves the right to combine classes at short notice if necessary.

(D) Swimming Lesson Dress Code & Hygiene

1. All children should wear appropriate fitting costumes/trunks and shorts specifically designed for swimming. Baggy costumes/trunks can hamper movement. Appropriate swimwear information is available at all sites.
2. No jewellery should be worn during a swimming lesson. Religious or medical bracelets are allowed but should be tight fitting and not distract the swimmer from their lesson.



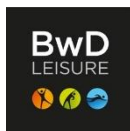
3. The use of goggles is permitted but pupils will be asked to remove them if they are providing a distraction and when performing certain skills (unless there is a medical reason for goggles to be worn). We recommend the use of corrective prescription goggles for anyone with a visual impairment.
4. All swimmers should shower before their lesson. Make sure your child uses the toilet before the lesson commences. Please ensure your child showers after the lesson.

(E) Pupil Progression

1. All pupils on the 'learn to swim' programme work towards the "Swim England Learn to Swim Framework.
2. Swimming Instructors continually assess all pupils' progression throughout the term.
3. Progression of all pupils will be at the judgment of the swimming Instructor and in accordance with the progression within the criteria of the "Swim England Learn to Swim Framework"
4. Pupils will be moved up to the next class when they meet the skills criteria required.
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.
6. A valid e-mail address is required to access Home Portal, movements and 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 progression, as a space within the next stage may not always be immediately available.
8. Assessments will not be made weekly. We do not guarantee feedback on every session.
9. Pupil's progression on the Home Portal may take up to 24 hours to update after each lesson.

(F) Swimming Lesson Payment

1. All fees for swimming lessons must be paid in advance of the lessons.
2. Direct Debit payments are taken on 1st of each month.
3. Any pupils 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.
4. We reserve the right to apply a joining fee where appropriate.
5. One clear calendar's months' notice of the Direct Debit is required. Notice can be given by informing our reception team in person at site, where cancellation paperwork will need to be signed. Should we choose to discontinue any of our membership options, You will be notified in writing one month in advance.
6. All cancellations will be activated from the end of the following month. Members are also required to cancel their direct debit instructions (DDI) with their bank after the last payment has been debited, to fully complete the cancellation process. We will not refund monies collected because of your failure to cancel Your DD at the bank.
7. Failure to provide the full notice period to cancel your swimming lessons when on Direct Debit may result in BwD Leisure taking recovery action for the outstanding payment.
8. BwD Leisure 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' notice of any change.



9. For any failed Direct Debits, BwD Leisure reserves the right to restrict access to the lessons until a suitable payment has been made for the missed Direct Debit Payment. Under these circumstances BwD Leisure will not guarantee the same space on the existing lesson.
10. Direct Debit payments include one lesson per week at the agreed stage of lessons and for unlimited junior (under 16 years) access to public swimming sessions (subject to pool capacity) in accordance with our admissions policy.
11. 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 months there will be five lessons, while most months there will be four. During December there will be 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 the lesson falls on a bank holiday or 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.
12. The booking and payment secures your child's place in a specific class whether you attend or not.

(G) Changing and Moving Lesson

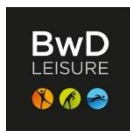
1. You may request a change of time, day or Swimming Instructor and we will try to accommodate your request, provided a space is available.
2. Swimming ability and speed of progression will vary depending upon the swimmer.

(H) Pool Closure and Cancelled Swimming Lessons

1. In the event of a pool closure we will make every attempt to contact our customers as soon as possible.
2. In the event of a planned pool closure wherever possible you will be offered a credit note for your lesson, this does not include closures for Bank Holidays and planned events
3. BwD Leisure 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. If a pool closure is likely to affect swimming lessons in the long term, every effort will be made to offer space at another pool within the area.

(I) Missed Lessons

1. Lesson fees are non-refundable where the pupil has either missed lessons or decided to withdraw from the programme altogether.
2. 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 cancellation).
3. In exceptional circumstances management may exercise discretion on refunds or credit notes but this would only be on production of a medical certificate or documentation from a medical centre, hospital or GP.
4. No credits or refunds will be issued if you miss a lesson due to adverse weather conditions when the venue is safe, accessible and we have been able to provide the lesson.
5. No credits or refunds will be given for holidays or missed lessons due to family or religious celebrations. However, we will temporally cancel your child's lessons and put any remaining credit back on their account. Parents/guardians would then need to contact us when your child is ready to return, and we will book them back into lessons using the credit as part payment towards a new 10 week booking.



Children would not need to return to the waiting list and can be booked straight back in to lessons, but as we cannot hold places, we cannot guarantee a space in the same lesson as previously, but all classes of the correct stage for the child will be offered.

(J) Changing Instructors

1. 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.
2. In the event an Instructor is away for a long period of time we will try to keep the same cover Instructor for the time period where possible.
3. If an Instructor is absent, the centre reserves the right to join classes together if considered appropriate and safe according to Swim England guidelines. We would always try to put a replacement Instructor 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 Instructors 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, via enquiry card or the swimming development email.
2. The centre management team will be the people to resolve any poolside issues. Any problems or issues should be conveyed through them.
3. 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 staff, who will then contact you to discuss the pupil. Please ask to fill in a swimming lesson enquiry card.
4. All parents/guardians are required to supply us with a valid e-mail address for quick 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

1. Parents/guardians are not permitted on poolside but must sit in the pool viewing areas.
2. It is difficult for the Instructors to gain full attention from their pupils if they are being distracted; progress can be affected if children are not fully able to concentrate.
3. No photography or filming is permitted on poolside or in the changing area, or from the spectator areas.
4. The use of mobile phones is not permitted in changing rooms.

(M) Behaviour & Conduct

1. Parents accept that their child is under the supervision, control and care of the Swimming Instructor, during the lesson period. Should the behaviour of the child be unsatisfactory and the class is being disrupted, the Swimming Instructor has the right to remove the pupil from the class.
2. The Instructor 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 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.

(N) Liability

1. We do not accept liability for loss or damage to personal belongings brought into the swimming pool facility.

