



Happy Tiddlers Terms and Conditions

The following Terms & Conditions form the basis of a Contract between You & Happy Tiddlers Swim School

Please note that we confirm the exact dates and times at the time of booking and in your lesson confirmation email. By making a booking and payment, you are agreeing to our terms and conditions and to attend on the same day and time for the duration of the term.

Please take the time to read through this document carefully: The definitions of words used throughout this document are listed below: -

- 'The Swim School' means Happy Tiddlers Ltd
- We 'Us' or 'Our' means The Swim School
- 'Guardian' means a person other than a parent who brings the Infant / Child to the Lesson
- 'You' or 'Your' means the person(s) accepting this Contract
- 'Course' means a block of 6 lessons running once each week concurrently for child lessons, Adult Lessons are a block of 6 running once a week concurrently. Different courses may have a differing number of classes/lessons.
- 'Classes' or 'Lessons' means a single event lasting a specific amount of time. E.g. Swimming up to 30 minutes, Baby & Adult or Pre-School are still classed as 'Classes'.
- 'Instructor' or 'Teacher' means an Employee provided by The Swim School who shall teach the Lessons
- 'Premises' means the pool at: - Unit E1 Faldo road industrial estate, Barton Le Clay MK45 4RP
- We follow current good practice and take advice from recognised governing bodies such as the Swim England (Swim England) Swimming Teachers Association (STA) and Royal Lifesaving Society (RLSS). Our swim school lessons do not exceed recommended guidelines on staff-participant ratios. In all cases the ratio will not exceed 12:1 and in many cases are much lower than this, especially in beginner lessons.

Our responsibility – All lessons are taught and supervised by fully qualified swimming instructors. We will supervise children only in the pool.

Your responsibility – Children must be accompanied by an adult, who will always remain on site during the lesson. You will always remain responsible for your child whilst on the premises and throughout each lesson including changing, toilets and using the car park.

Our Guarantee: We guarantee to provide a safe environment in which to assist your child with their swimming. Our lesson will be child led and offer parent and children time and space to enjoy the water and bond together. All our classes will always be led by suitably qualified instructors.

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General Rules:

- A copy of the swim school's public liability insurance policy is available upon request.
- Never leave any children in your care unattended at any time - they are your responsibility. Happy Tiddlers take no responsibility for unattended children.
- Happy Tiddlers is a No Phone Zone, this means that phones or camera enabled devices are to be used on the premises.
- Be careful moving around the pool as surfaces can be slippery.
- Do not enter the water until you are told to do so.
- Do not let your children sit at the pool edge unless directed to do so by the teacher.
- For health and safety reasons no person must enter the pool hall until a member of staff is onsite or has the express permission of Happy Tiddlers.
- Safety is our first concern, and we reserve the right to remove anyone from the premises should we feel that safety is in any way compromised.
- Shoes must be removed, or overshoes worn before entering the Blue floored areas (the changing rooms and poolside)
- Changing facilities are available at The Swim School however in accordance with good practice and Safeguarding regulations, children aged 8 years or over must not use the opposite-sex facility and parents of 8 years or over may not accompany the child into an opposite-sex changing area or toilet facility. If your child / infant is 8 years or over and requires assistance for any reason, please speak with a member of the Happy Tiddler team prior to using the facilities.
- Any behaviour which is perceived as threatening or abusive towards staff, other Guardians or anyone at the Premises will not be tolerated. You will be asked to leave and not return. Anyone asked not to return will not receive any refund whatsoever.
- in the interest of the pool water hygiene and health & safety for the children please shower thoroughly and use the toilet before entering the water. Long hair must be tied back and all makeup, sun cream, fake tan, moisturiser etc removed, we also ask that you remove all jewellery before entering the water. We reserve the right to deny entry to the pool to anyone who does not comply with these conditions.

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- All children in 'Sharks' classes must wear swim caps
- We aim to maintain our water temperature at a minimum of 30 degrees, however there are times when the temperature may fall below or rise above this.
- Lessons are up to 30 minutes in duration and run continuously, excluding all school holidays unless advised otherwise. We run in line with Central Bedfordshire school holidays.

Baby & Pre-School Swimming Classes:

- Your baby will not be permitted to take part in the lesson unless you or the nominated guardian is able to enter the water with your baby to take full responsibility.
- With the exception of babies' bottles of milk and plastic bottles of water, No food or drink may be taken/eaten on the 'wet areas' of the facility. Except for milk feeds, parents should refrain from feeding their child in the hour before the class.
- All children who wear nappies during the day or night (child must be 'dry' for 6 months before you stop using the 'double nappy system') must wear a neoprene outer nappy, over a suitable swim nappy ('Double nappy System'). If your teacher notices your child is not using the 'double nappy' system you will be asked to leave the pool. If your child is not in the 'double nappy' system and should your child poo in the swimming pool, you could be held financially accountable for any cleaning costs and subsequent closure of the swim centre.
- Any child not suitably attired will not be permitted to take part in the lesson and no refund will be given for this missed lesson.
- You, and the child should not enter the water or approach the pool edge unless invited to do so by the instructor.

Additional people in pool:

- Where possible both parents will be able to swim with their child for our Urchins and Small fry classes.
- When lots of people are in the pool the children can become distracted and not focus on the lesson, if this occurs any additional parents may be asked to leave the pool.

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- You are encouraged to take turns in swimming with your child if you are not able to get in together.

Taking Payments:

- In accordance with the Consumer Contracts Regulations, anyone booking lessons for the **first time** over the phone, online via credit or debit card is entitled to a 14-day cooling off period.
The 14-day cooling off period commences from the date of payment not the date of the first lesson. People wishing to exercise the right to this must contact us within 14 days of purchase. Refunds will be made back to the original card used for payment. Should lessons have already commenced, the cost of any lessons taken within that period will be deducted from the amount refunded. We ask therefore that you ensure your child is ready for lessons before booking them on.

NB this 'cooling off period' does not apply to continuous booking, i.e. when you rebook for the next term, only for your first payment.

- Payment in full is due on the day of booking, you will receive a booking & payment confirmation. We operate a no fee, no swim policy.
- Accepted payment methods are in full by debit/credit card.
- If payment is not received and we have contacted you addressing non-payment and the outstanding is not paid, we reserve the right to fill your place with another swimmer and therefore lose your place in the Swim School without further notice.

Payment Method – Standing Order

- Payments are made by monthly standing order.
- Lesson fees are calculated over a minimum of **37 lessons per year** and spread evenly across **12 monthly payments**.
- Your first payment will cover the remaining lessons in the month your child starts swimming. You should then set up a standing order for the **1st of each month**.
- All payments include VAT (where applicable) and any eligible sibling discount. It is the responsibility of the account holder to ensure payments are made on time and in full.
- If you have more than one child swimming with us, we will advise you of the total monthly standing order amount.
- We accept all major debit and credit cards except American Express.

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Baby Pre School Lessons* Lesson cost £17.42 full & £15.68 sibling discount.

We swim for 37 weeks in the year.

$17.42 \times 37 / 12 = £53.71$ pm

$15.68 \times 37 / 12 = £48.35$ pm

Sharks/Adults** Lesson cost £15.84 full £14.26 sibling discount.

We swim for 37 weeks in the year.

$15.84 \times 37 / 12 = £48.84$ pm

$14.26 \times 37 / 12 = £43.96$ pm

*Baby Pre School-Classes: Urchins, Small Fry, Guppies, Tiny, Tetra, Tots, Baby Sharks and Little Sharks

**Sharks Classes: Sharks 1, Sharks 2, Sharks 3 and Adult classes.

Late Payments

- Monthly standing order payments are due on the 1st of each month.
- If payment has not been received by the 1st, Happy Tiddlers reserves the right to charge a £10 late payment administration fee to cover the additional costs of administering overdue accounts.
- If payment remains outstanding, we may suspend lessons until the outstanding balance, including any applicable late payment fee, has been paid in full. Continued non-payment may result in your child's place being withdrawn.

Changing Bank

- The customer is solely responsible for ensuring that payment is received by Happy Tiddlers by the 1st of each month, or the next available working day where the 1st falls on a weekend or bank holiday. Failure to do so may result in the child's place being at risk. Customers must notify Happy Tiddlers without delay of any changes to the bank to prevent missed or delayed payments.
- The cancellation of a standing order does not constitute cancellation of swimming lessons. The required notice period must still be provided and any fees due during that period remain payable.

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Bank Holiday Refund Policy

- Happy Tiddlers aims to operate lessons on all UK Bank Holidays that fall within our published term dates. Where lessons take place on a Bank Holiday, they will be treated as normal lessons and no refund, credit or catch-up lesson will be given.
- If Happy Tiddlers is unable to operate on a Bank Holiday and the total number of lessons delivered during the year falls below our annual minimum of 37 lessons, a pro-rata credit or refund will be applied.

"This policy applies only to UK Bank Holidays and does not affect lessons cancelled for other reasons, which are covered by our separate Terms and Conditions."

Changing class from Baby Pre School to Sharks.

- When your child moves from Baby Pre School* lessons to sharks** We will inform you of your new monthly payment going forward

Cancelling your Swimming lessons

- Cancellation of swimming lessons requires a minimum of four (4) weeks' written notice, submitted by email. The notice period will commence from the date the cancellation email is received by Happy Tiddlers during normal office hours. Emails received outside normal office hours, including during holidays and office closures, will be deemed received on the next working day.
Upon receipt of notice, a final payment will be calculated to cover all lessons scheduled during the notice period. Please note that this final payment may differ from, and may be higher than, the standard monthly payment.
- Lessons must continue to be paid for during the notice period. Cancelling a standing order without providing the required notice will not constitute cancellation of lessons and any outstanding fees will remain payable.
- Notice periods cannot be backdated and will only commence in accordance with the terms above."
- All lessons at Happy Tiddlers Swim School are provided as part of an annual programme of 37 lessons, with payments spread evenly across 12 monthly instalments for convenience. Individual lessons within the programme have no standalone value and cannot be refunded or transferred.

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Sibling Discount

- Sibling Discount is applied to siblings only if there is one sibling paying full price. Sibling discount is 10% off the full price.
- Sibling discount will be taken from the lowest fee-paying swimmer.
- No Sibling Discount will be given on your first payment when you start lessons. The discount will be applied to your first monthly recurring payment.

Photography:

- Photography & video recording is not permitted at the swim centre, this includes poolside and changing rooms.
- Camera enabled devices are not permitted on the designated 'Wet Areas' this includes the spectator platform.
- Should anyone be found taking photographs or video footage they will be asked to stop, should this request be ignored they may be asked to leave the premises. Underwater photography and video recording are not permitted.
- Happy Tiddlers may, on occasion, request to photograph classes for advertising purposes, consent will always be sought before any photographs are taken or used for this purpose.

Mobile Phones

To protect the safeguarding and privacy of all swimmers:

- Photography and video recording are strictly prohibited anywhere on the premises.
- Mobile phones must not be used in the pool hall or changing areas.
- Phones may be carried for emergency purposes but must remain out of sight and not in use whilst inside the building.
- If you need to make or take a phone call you must leave the building.



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Pool Closures, Equipment Failure and Cancelled Lessons

- On rare occasions, lessons may need to be cancelled or rescheduled due to pool closures, instructor absence, equipment failure, contamination incidents, adverse weather, emergency maintenance, unsuitable pool or air temperatures, or other circumstances beyond our reasonable control.
- If a lesson is cancelled, Happy Tiddlers will notify customers as soon as reasonably practicable using the contact details held on file and, where appropriate, via our Facebook and WhatsApp groups. If the closure is last minute, we may also send a text message. Please ensure your contact details are kept up to date.
- Where reasonably possible, Happy Tiddlers will endeavour to offer an alternative lesson or catch-up session. However, this may not always be possible.
- Happy Tiddlers aims to deliver a minimum of 37 lessons per year. Where cancelled lessons cannot be rescheduled, they will be taken into account when calculating the total number of lessons delivered during the year. If fewer than 37 lessons are delivered, any refund or credit due will be calculated in accordance with our Bank Holiday Policy.
- From time to time the pool or air temperature may fall slightly outside our usual operating range. Provided the lesson is deemed safe to run, it will proceed as scheduled and no refund or credit will be given.

Refunds, Withdrawals and Missed Lessons

If you wish to withdraw your child from lessons on medical grounds, we require:

- A letter from your GP, consultant or other appropriate healthcare professional confirming that your child is unable to swim.
- Written notification from you requesting withdrawal.
- Once both the medical evidence and written notification have been received, the withdrawal will take effect immediately.
- Any refund or credit granted on medical grounds will be calculated from the date both the medical evidence and written notification are received and will be apportioned according to the number of lessons remaining in the annual programme.

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Refunds or credits will not be issued where:

- Your child refuses to enter the water.
- You change your mind.
- Lessons are missed for personal reasons, including holidays or other commitments.
- Holidays: If you choose to take a holiday during the programme, lesson fees will remain payable in full and your child's place will be reserved for their return.
- Happy Tiddlers Swim School is under no obligation to refund or transfer any monies if you are unable to attend part of, or the entire programme. However, we understand that children may occasionally become unwell and miss a lesson. For this reason, we operate a discretionary Catch-Up Policy, which is offered under strict guidelines and subject to availability.
- Happy Tiddlers reserves the right to cancel, reschedule or move any lesson where necessary. Reasonable notice will be given where possible.

Swimming lessons are provided as part of an ongoing programme of learning rather than as individual standalone lessons. Provided the overall programme continues to be delivered reasonably, individual cancelled lessons may not always be replaced or refunded.

Catch Ups

- Catch-up lessons are offered as a goodwill gesture at Happy Tiddlers' discretion and are subject to availability. The Catch-Up Policy applies only to lessons missed by the swimmer and does not apply to lessons cancelled by Happy Tiddlers.

A maximum of one catch-up lesson per half term may be offered for:

- Hospital appointments (proof may be requested)
- Funerals
- Long-term illness
- Catch-up lessons are available only to active swimmers currently enrolled in lessons and must be arranged through Happy Tiddlers. Once confirmed, details will be provided by email.

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- Catch-ups are not available for weekend lessons or Sharks classes. If you do not attend an agreed catch-up lesson, a replacement catch-up will not be offered.

Happy Tiddlers reserves the right to amend or withdraw this policy at any time.

Liabilities:

- Happy Tiddlers Swim School is not responsible for any loss, damage or theft of personal belongings whilst on the premises or within the surrounding grounds or car park.
- Except where caused by the negligence of Happy Tiddlers or its staff, the Swim School shall not be liable for any accident or injury to parents, children, guests or visitors whilst on the premises or within the surrounding grounds or car park.
- Nothing in these Terms and Conditions shall exclude or limit liability for death or personal injury caused by negligence, fraud, or any other liability which cannot legally be excluded.
- Any accident, injury or incident occurring on the premises must be reported to Happy Tiddlers immediately by contacting: 01582 883820 emailhello@happytiddlers.co.uk

Health and Illness

- Parents and guardians are responsible for ensuring that Happy Tiddlers are informed of any medical condition affecting either the swimmer or accompanying adult that may be relevant to swimming lessons, including any changes to their medical status.
- By attending lessons, you confirm that, to the best of your knowledge, you have disclosed all relevant medical information and take responsibility for the health and wellbeing of yourself and your child whilst participating.
- If you or your child have a medical condition, or you are unsure whether it is safe to swim, please seek advice from an appropriate healthcare professional before attending. Happy Tiddlers is unable to provide medical advice.
- Children should not attend lessons if they have an infectious illness, including sickness, diarrhoea, conjunctivitis or a heavy cold. Swimmers who have experienced sickness or diarrhoea must not attend lessons until at least 48 hours after the last episode. Babies with ear infections should not swim.

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- Refunds, credits or catch-up lessons are not normally available for lessons missed due to illness and will be considered only in accordance with our Catch-Up Policy.

Teachers:

- All Happy Tiddlers teachers hold appropriate swimming teaching qualifications.
- Due to the practical nature of swimming lessons, teachers may occasionally need to use physical contact with swimmers to provide instruction, support or ensure safety. If you have any concerns regarding this, please speak to Happy Tiddlers before the lesson.
- From time to time, Happy Tiddlers may need to change teachers without prior notice.

Payment Queries and Disputes

- By booking lessons with Happy Tiddlers, you agree to these Terms and Conditions.
- If you have any concerns regarding payments or services provided, please contact Happy Tiddlers directly so that we have the opportunity to resolve the matter before a chargeback or payment dispute is raised with your bank or card provider.
- Where a chargeback or payment dispute is initiated, Happy Tiddlers reserves the right to suspend lessons until the matter has been resolved.

CCTV

- CCTV is in operation throughout the premises for the purposes of safety, security, safeguarding, crime prevention and the protection of property.
- Cameras are located in and around the building, including external areas, the pool hall, plant room and office. Clear signage is displayed advising that CCTV is in use.
- Footage may be viewed by authorised personnel where reasonably necessary for security, safety, safeguarding, operational or investigative purposes.

Changes to Terms and Conditions

- Happy Tiddlers reserves the right to update or amend these Terms and Conditions from time to time. Customers will be notified of any significant changes and the updated Terms and Conditions will apply from the date stated in the notification.

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Pool Hire

Pool hire is undertaken at your own risk. A member of the Happy Tiddlers team will be on site; however, the person making the booking is responsible for the supervision and conduct of their party at all times.

By booking a pool hire session, you agree to the following:

- Arrival is 10 minutes before the start of your session. The pool and changing facilities must be vacated within 15 minutes of the session ending.
- Shoes must be removed before entering the poolside area.
- All babies and children who are not toilet trained must use the double nappy system (a disposable swim nappy and neoprene outer nappy).
- All swimmers must shower before entering the pool.
- The narrow edge of the pool adjacent to the spectator platform must not be climbed on, sat on, walked along, jumped from or used as an exit point.
- No food, glass, personal toys or talcum powder are permitted on the premises.
- Only toys provided by Happy Tiddlers may be used.
- Spectators are permitted by prior arrangement only.
- A list of all attendees must be provided before the session.
- Appropriate adult-to-child supervision ratios must be maintained at all times.

Failure to comply with these conditions may result in the session being terminated and additional charges being incurred where cleaning, damage or pool closure results from a breach of these terms.

Contact / Feedback / Complaints:

If you would like to get in contact with the Happy Tiddlers, please call 01582 883820 or email Hello@happytiddlers.co.uk

We are using Facebook under Happy Tiddlers and a closed group for swimmer only at 'I'm a happy Tiddlers'.

If you wish to raise a concern or make a complaint you should initially approach the instructor if appropriate, otherwise direct an email to the Happy Tiddlers.

Document updates

June 2026, March 2026, April 2025, March 2025, September 2024, June 2023, July 2022, September 2021, July 2020

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