



## 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 be led by suitably qualified instructors always.



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## Happy Tiddlers Terms and Conditions

### 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 takes no responsibility for unattended children.
- Happy Tiddlers is a No Phone Zone, this means not 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 anyway 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 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.
- All children in 'Sharks' classes must wear swim caps



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- 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 continuous, excluding all bank/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.
- You are encouraged to take turns in swimming with your child if you are not able to get in together.



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### 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.

### Recurring Card Payments

- A Recurring Card Payment Authorisation (RCPA) is an authorisation provided by the customer (you) that permits the merchant (RMS, our integrated payment system) to take payments from you by either debit or credit card. These payments will remain in force until the customer cancels the agreement.
- The total cost for lessons remains unchanged; however, it will now be spread across 12 months, making the payments more manageable.
- Before we can set up your recurring Card Payment, we will need to Pre-Authorise your card. This will be done when you make your first payment. Your first payment will consist of the remaining lessons in the month you start swimming, we will then set up your RCPA.
- Each month, the amount will be charged to your card. If you have a sibling discount, the amount will be reduced accordingly. All amounts include VAT.



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For example

- 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 *	
• No Sibling • Monthly	• £53.71
• Sibling discount • monthly	• £48.35
• Sharks /Adults**	
• No Sibling • Monthly	• £48.84
• Sibling Discount • Monthly	• £43.96

\*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.

- We accept all major debit and credit cards except American Express.

### **If I change my bank, or my card is lost or stolen**

It is the customer's responsibility to ensure payment reaches Happy Tiddlers by the 1st of each month so that their child's place in class remains secure. Please notify us as soon as possible of any changes to your bank or card details to avoid missed payments..

### **Refund Policy for UK Bank Holidays Affecting Happy Tiddlers Classe**

- If the annual total of classes falls below 37 due to UK Bank Holidays occurring within the Happy Tiddlers term time, a refund will be issued.



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- Refunds will be calculated on a pro-rata basis, as recurring payments are structured to evenly distribute costs throughout the year. The formula used is the price of a single class multiplied by 37 weeks, divided across 52 weeks.
- Refunds will be issued in the term following the month in which the Bank Holiday occurs.

### **Changing class from Baby Pre School to Sharks.**

- When your child moves from Baby Pre School\* lessons to sharks\*\* We will adjust your monthly payment going forward

### **Cancelling your Swimming lessons**

- To cancel your swimming lessons, we will require 4 weeks' notice via email. Once we have received your notice, we will calculate your final payment to ensure you pay for the correct number of lessons. **Please Note** this could be higher than your usual monthly payment. Once this
- As we have your card details, you will not need to do anything, it is all done via our payment system.

### **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.



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- 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**

- Happy Tiddlers operates a NO PHONE policy. This means you cannot use your phone when on our premises. If you receive a phone call you will be expected to leave the building and take your call outside. If you are seen with your phone in hand, you will be asked to put it away.

### **Refunds and Cancellations:**

- 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 course. However, we do understand that children get sick and on occasion you may miss a class – for this reason we operate a discretionary Catch-up policy (see below). We offer this under strict guidelines; please see the specified section below.
- If Happy Tiddlers cancels a lesson or the pool must close for operational reasons, we will endeavour to offer a suitable catch-up lesson where reasonably possible. If you are unable to attend the catch-up lesson offered, Happy Tiddlers is under no obligation to offer an alternative catch-up, credit, or refund.
- From time to time lessons may need to be cancelled or rescheduled due to circumstances beyond our control. These may include (but are not limited to) equipment failure, power outages, adverse weather, building issues, force majeure events, disasters, terrorism, war or pandemics. In such circumstances Happy Tiddlers will make reasonable efforts to provide an alternative lesson, but refunds will not normally be issued where a catch-up lesson is made available.
- If you wish to withdraw your child from the term on medical grounds, then we require a letter from your GP or specialist detailing the nature of your child's ailment and confirming that your child has been medically advised not to swim for the period of the relevant term. We also require a formal letter of withdrawal and request for refund from you. Any refund given on these grounds shall be apportioned according to the number of Lessons remaining in the course, from the date of receipt of the doctor's certificate and your written notification.



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- Happy Tiddlers will always aim to maintain appropriate pool and air temperatures for our lessons. However, issues may occasionally arise due to equipment failure, maintenance requirements or circumstances beyond our control. In these situations lessons may be cancelled for safety or comfort reasons. Where possible a catch-up lesson will be offered, but refunds will not normally be issued where an alternative lesson is made available.
- Refunds/Credits are not given if your child refuses to get into the water or you change your mind or for missed classes.
- Happy Tiddlers reserves the right to cancel/move any class. You will receive prior notice of this change.

### **Catch ups:**

Happy tiddlers are not obliged to offer catch ups for any reason; however, we recognise that children get ill. On these occasions catch ups are at our discretion and based on availability, the following will apply:

- A maximum of 1 catch up will be offered per Half term.
- The only the following occasions will be considered as catch-up sessions:  
Hospital appointment (proof will be asked for)  
Funerals  
Long term illness
- Catch ups can only be taken whilst you are an active swimmer, you cannot take catch ups outside of a paid block.
- Should you not attend your arranged catch up, Happy Tiddlers are not obliged to offer another catch up.
- Catch ups MUST be arranged through Happy Tiddlers, once agreed you will receive an email to confirm.
- Catch ups will not be offered for weekends or Sharks classes.
- Happy Tiddlers reserves the right to stop offering catch up sessions at any time.

### **Holidays:**

- If you wish to take a holiday during the course or term, you will still be charged for the full term. You will then retain your place on the course for that term.



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### **Liabilities:**

- The Swim School are not liable for any damage or loss to property whilst in the premises (whether being worn or left in the pool/changing rooms) or within the grounds/car park of the premises.
- The Swim School will not accept any liability for any accident or injury (including any fatality) to any parent, child, guest or visitor that may occur on the premises or within the grounds/car park of the premises, other than liability which may arise from the negligence of the Swim School or staff. Any such incidents must be reported to the Swim School immediately via telephoning 01582 883820 or email [Hello@happytiddlers.co.uk](mailto:Hello@happytiddlers.co.uk)

### **Sickness:**

All parents / guardians agree with the following:

"As far as I am aware, I have disclosed to Happy Tiddlers all information regarding my child's health and that of all accompanying adults in the water that is relevant to the practice of Baby Swimming; this includes pregnancies for female adult swimmers".

I take full responsibility for the health of myself and my baby and/or child swimmer during swim sessions and will consult Happy Tiddlers if there is a change in medical status."

- If there is a known medical condition for the adult or child swimmer please consult a professional medical practitioner before coming swimming
- Always check with a medical/health practitioner if you require further information on an illness or condition as Happy Tiddlers are not qualified to offer advice in this department.
- Do not take your child swimming if they have an infectious condition –including diarrhoea, Sickness, conjunctivitis or a heavy cold, if you are unsure if the condition is infectious, please consult a medical professional.
- Babies with ear infections should not swim
- You must wait two days or 48 hours after the last loose movement and/or vomiting before going swimming if your baby has suffered from an upset tummy.
- If there are any changes in the medical condition, either new or existing, of you or your child please inform Happy Tiddlers.



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- Refunds or credits are not given for lessons missed due to illness.

### **Teachers:**

- Happy Tiddlers teachers have the appropriate qualification to teach.
- Due to the nature of our style of teaching there may be times when your teacher may need to place their hands on you or your baby/child – this is done to enhance teaching points or practice being instructed. If you have any question regarding this, please contact Happy Tiddlers prior to the start of the class.
- From time-to-time Happy Tiddlers may need to change teachers.

### **Pool Closures and Cancelled Lessons:**

- On rare occasions pool closures or instructor availability may make it necessary to cancel lessons. Any cancellations due to force majeure, power failure, adverse weather conditions, disasters, terrorism, war and pandemics will not be refundable, as these are out of our control.
- From time to time lessons may need to be cancelled or rescheduled due to circumstances beyond our control. These may include (but are not limited to) equipment failure, power outages, adverse weather, building issues, force majeure events, disasters, terrorism, war or pandemics. In such circumstances Happy Tiddlers will make reasonable efforts to provide an alternative lesson, but refunds will not normally be issued where a catch-up lesson is made available.
- If we need to cancel a lesson, you will be contacted by Happy Tiddlers notifying you of the closure. We will also post on 'I'm a happy Tiddler' Facebook group and our WhatsApp group.. If the closure is last minute, we may also text the mobile phone supplied by you on your booking form. Please ensure your details are up to date.
- If the pool is closed due to no fault on our part, or an event that is not within our control i.e. through a nappy leakage or a child vomiting in the water, no replacement class will be offered.

### **CCTV:**

CCTV is used at the swim centre for security and safety purposes. CCTV is in operation 24hrs a day, recording during swim times and on a motion detection at all other times.

- CCTV is in place at the premises. Signage is clearly visible advising that it is in use. The CCTV is positioned in 6 places around the building.



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- Outside, to monitor who is entering and exiting the building, fixed directly above the pool in three opposing areas to ensure safety.
- CCTV is in operation 24hrs a day, to view in case of damage, security purposes and for any other reason the Directors of the business feel it reasonable to view real time footage for example if malicious damage is suspected.
- A CCTV camera fixed in the plant room to check water levels & alarms, safety, anti-tamper & security purposes.
- A CCTV camera is fixed to the office for security purposes.

### **Pool Hire**

- This document forms the legal agreement between Happy Tiddlers Ltd and the undersigned, namely, the person responsible for your party for the duration of your pool hire.
- The pool use 'is at your own risk'. A team member is on site, but you are responsible for your party.  
You will be asked to sign a form to confirm the following:
- Arrival is 10 minutes before your 1 hour starts and departure within 15 minutes of your 1-hour finishing.
- Upon entry, shoes must be removed and left in the green carpeted area. No outdoor shoes are to be worn pool side.
- Please leave your clothes on the rack outside the changing rooms
- You must adhere to the double nappy system for babies / children who are not toilet trained.
- This consists of a disposable swim nappy and a neoprene outer nappy.
- Should this rule be ignored, and any leakage take place; costs pertaining to cleaning up the pool and any closure required may incur charges
- The full party will shower before entering the pool, showers on exit are permitted.
- The narrow edge of the pool (closest to the spectator platform) **MUST NOT** be climbed on, sat on, walked along, jumped off or used to exit the pool. The platform walkway on the opposite side is in place for entrance and exit.
- No further access is granted in the green carpeted area until exit.
- No food is to be consumed on the premises.
- During pool time, there will be toys supplied on the platform.



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- No personal toys can be bought to the pool.
- The toys in our storage space are not available for use.
- No talcum powder is to be used in the changing room.
- Spectators are permitted on prior arrangement.
- A list of all those attending the session must be submitted BEFORE you arrive for your session, this can be done via email.
- 1 adult must accompany 2 children under 8 years of age in the water, and 2 adults must accompany 3 children over 8 years in the water.

### **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](mailto: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 should 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.

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