

# **Terms and conditions**

The following terms and conditions apply to all pupils attending swimming lessons organised by Salamanda Swimming Academy. Please ensure you read and have understand the following.

## **Acceptance of terms and conditions**

By booking and attending lessons with Salamanda Swimming Academy, you accept these terms and conditions. You will ensure that you follow the pool rules set out at the end of these terms and conditions and any rules specific to a pool E.g. notices in changing rooms and poolside. We reserve the right to vary these terms and conditions at any time.

1. Places will not be considered as booked until we have received full payment for first course and full payment for courses thereafter.
2. All communications of course dates and fees will be via [salamanda.sa.crestwoodpool@gmail.com](mailto:salamanda.sa.crestwoodpool@gmail.com) and [salamanda.sa.coltonhillspool@gmail.com](mailto:salamanda.sa.coltonhillspool@gmail.com)
3. **New applicant will only be accepted on week 1 of 12-week block. Payment is to be made in full on booking.**
4. All bookings are subject to a 12 month's validity period active from point of booking.
5. An applicant who withdraws from the course once it has commenced will forfeit the whole fee.
6. **Applicants can only change days or pools (subject to availability) once the current course they are attending has finished and will incur a £5.00 admin fee per swimmer payable before movement is completed.**
7. Lessons that are cancelled due to technical problems with the pool, adverse weather conditions or Covid 19 will be rolled over or re-arranged at a date to be determined as a suitable replacement.
8. **SWIMMING BELTS – Our swimming belts are only for use during structured swimming lessons or for the use under constant supervision of a responsible adult. They will not protect against drowning.**
9. **All swimmers joining the academy must be toilet trained.**
10. **Salamanda Swimming Academy has a Zero Tolerance Policy – Physical and Verbal abuse towards Teachers, Receptionist and Lifeguards on site is unacceptable and will not be tolerated. This will result in the swimmer's place being revoked without refund.**

## **Refund Policy**

11. If we determine that there is insufficient support for a lesson, if the pool facility is closed due to a breakdown in pool plant or there are elements outside of our control EG Covid 19 that means we need to close for a period of time, we will make every effort to find an alternative solution. No lesson will be lost in this instance. We shall give you as much notice as possible via our social media platforms of any such suspension/closure. We will only provide a refund of lesson or course of lessons if no suitable alternative session, venue on a like for like basis or facility remains closed and the lesson/course is not concluded within the 12 months validity period from date of suspension/closure.
12. Refunds will only be agreed by Amanda/Sally on an individual basis via email. No covid refunds will de issued.
13. Periodically we will review the pricing structure of our courses. Price increases will be communicated Via email.
14. Hospitalisations and Long Term illness please read next section carefully.

## **Illness, Medical conditions & Health Declaration and Covid, Acceptance of Risk**

We have had lots of questions about corona virus and what should we do if we have a case in the family. Please follow government guidelines at date of infection. If Children are sent home from school or not feeling well, they should not attend swimming. Sickness and diarrhoea can be contagious and easily spread in water so please don't attend swimming for at least 14 days after illness.

## **Smoking:**

**SMOKING IS STRICTLY PROHIBITED ON SITE.** This is a school policy and there are signs on the premises. This includes cigarettes, cigars, vaping, and recreational drugs.

## **Long Term Illness / Broken Limbs:**

Our Policy from 1<sup>st</sup> June 2022 for Hospitalisations and Broken Limbs 3 lessons will be credited back to swimmer by way of reduction in next course fees. If the swimmer wants to continue any missed lessons after the initial 3 lessons will be charged at a rate of £5.00 per lesson to hold the place within the group. There will be no credit after 3 lessons.

Parents may request a full refund from date Hospitalisations and Broken Limbs is communicated to Salamanda but an admin fee of £25.00 will be applied to give the academy 14 days to fill the space. In the events of the swimmer having the refund we can put them back on the waiting list at your request until a suitable place becomes available.

## **On site**

Applicants and those accompanying the applicant will abide by the Normal Operating Procedures (NOP) issued by Schools. A summary is shown below, and a full copy is available on request.

	<p><b>A ratio of 1 parent/carer: 1 swimmer unless a sibling is also having a swim lesson, we will be unable to accommodate a sibling who is not swimming due to numbers allowed in the building, as this will impact on potential evacuations of the reception / changing rooms and pool area..... See Notes re Pushchairs/Buggy's.</b></p> <p>Arrive at time allocated to drop swimmer off beach ready EG swimming attire on under clothes.</p> <p>Changing Rooms at Colton Hills and Crestwood operate as follows:</p> <p><b><u>Female Changing</u></b> – Female adults only and boys/girls aged 8 years and under. Above 9 years must use gender specific changing room.</p> <p><b><u>Male Changing</u></b> – Male adults only and boys/girls aged 8 years and under. Above 9 years must use gender specific changing room.</p> <p><b><u>Mixed / Family Changing</u></b> – Open to male and female any age.</p> <p><b><i>Swim wear to be always kept on even for a quick shower</i></b></p>
	<p>Property that is left in the changing rooms and not placed in a locker is there at the owner's risk. (Lockers may be out of use)</p> <p>Cars parked and personal belongings on site are at owner's risk. Salamanda Swimming Academy accept no responsibility for any theft or damage of your property when on site.</p>
Eating before swimming	The following guidance should be followed when eating before swimming. After eating a light snack allow 1 to 2 hours before entering the water, after a meal allow 3 to 5 hours.
Long hair	Preferably a swimming cap should be worn but if this is not possible please ensure that the hair is tied back using a band or bobble. Please do not use sharp clips or slides.
Swimwear	Loose fitting (surfer type) shorts and wetsuits are not appropriate for swimming lessons as they can inhibit some of the swimming activities.

Plasters	All plasters should be removed before entering the water.
Jewellery	Jewellery should be taken off for swimming as can cause serious injury. Please remove all jewellery that might cause injury and cover what cannot be taken off.
Changing rooms	<p>Changing rooms are in use and will be operated under Swim England guidance. Changing rooms consist of a Female group changing and Male group changing. There is No public use during our hire period. Female adults use female changing rooms to assist their children unless the swimmer is 9 years then the swimmer uses their gender changing room. Male adults use male changing rooms to assist their children unless the swimmer is 9 years then the swimmer uses their gender changing room. <b><u>(Please read extra guidance notes- On-Site.)</u></b></p> <p><b><u>Colton Hills</u></b> – In use for quick Shower with swim wear kept on &amp; change and go.</p> <p><b><u>Crestwood</u></b> – In use for quick Shower with swim wear kept on &amp; change and go.</p>
Entering Poolside	All pools will have different procedures follow instruction given by Parent Liaison Officer or Coordinator.
Phones and mobile devices	Due to child protection issues no phones, mobile devices, cameras, or video equipment are permitted on the poolside or should be used in the changing rooms.
Goggles	<p>Swimmers wear goggles at their own risk.</p> <p>Parents must be responsible for adjusting and ensuring that the goggles fit correctly so that they do not move around and damage the eye.</p>
Wheelchairs	Wheelchair users and less abled bodied spectators will be accommodated according to PSOP.
Pushchairs/Buggies	<b>CRESTWOOD – We CANNOT accommodate Pushchairs/Buggies in the very limited viewing area, it potentially can cause access issues, so all prams/pushchairs/buggies must not enter the pool building. Car seats are permitted if they can be carried easily in the case of an evacuation.</b>
Pushchairs/Buggies	<b>COLTON HILLS – We can accommodate Pushchairs/Buggies in the reception area ONLY, not in the changing rooms. We need clear routes out of the building in the case of an evacuation. Car seats are permitted if they can be carried easily in the case of an evacuation.</b>
Food and drink	<p>No food or drink is to be taken on to the poolside and unfortunately this includes snacks, sweets, and drinks for spectators.</p> <p>Swimmers in the higher stages who are swimming for an hour or more can bring water in a plastic container if required.</p>
Fire	<p>Please do not block fire exits.</p> <p>In the event of the fire alarm sounding please make your way out of the pool using the nearest exit and wait on the fire assembly point at the top car park. Teachers will bring the swimmers out according to EAP. <b><u>Parents must NOT enter poolside</u></b></p>

Parking	Please <b>DO NOT PARK</b> in the disabled bays on site, we have a number of wheelchair users that need access to the bays. Only Blue Badge holders that can display the badge should use these spaces. Likewise, the Yellow Grid parking space is for Emergency services only.
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### Limitation of Liability

1. Whilst every reasonable precaution is taken by us to ensure security and safety at our swimming lessons, we shall not in any way be liable for any loss or damage arising in any way from our swimming lessons or swimming pools we use.
2. Any claim against us arising from attendance at one of our lessons must be notified in writing to us three months from day of the relevant swimming lesson and we shall not be liable for any claim that is notified to us after this time.
3. In any event, we shall not be liable to you:
4. For any purely economic loss, for consequential or indirect losses or for any loss of profit opportunity.
5. (where the claim is insured) for any loss which we are unable to recover from any insurer.
6. (where the claim arises as a result of something which was done or not done by a third party) for any loss which we are unable to recover from that third party; and
7. For any loss which is greater than the fee paid by you for relevant course of lessons.
8. In the event that you or your child causes harm, damage, loss or injury to any other person or property during the course, you agree indemnify us and reimburse us for all claims, losses, damages, expenses (including legal fees), and any other liability suffered by us as a result of such harm, damage, loss or injury caused by you or other pupils.
9. We shall not be liable for loss or theft of your another pupil's personal possessions and all property left on the property (including without limitation in changing rooms and in the car park) is done so at own risk.

### Governing Law

These conditions shall be governed by and construed in accordance with the law of England and Wales and you agree that any disputes shall be resolved and interpreted exclusively by the courts of England and Wales.