Terms and conditions (revised 01.12.2025) Page 1

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.

   All communications of course dates and fees will be via
   salamanda.sa.crestwoodpool@gmail.com
   salamanda.sa.coltonhillspool@gmail.com

2. New applicants can apply to join the swimming course once it has commenced. These applications will be subject to space availability. Fees will be Pro rota on number of weeks remaining in the 12-week block of lessons. Required payment will be emailed/text and paid before acceptance on the course.
3. Please advise of any medical, educational and development requirements we need to be aware of before booking is paid for. Without the correct information before acceptance, we may place your child in a group that is not best suited to their needs thus impacting on their progression and enjoyment of swimming lessons.
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. **Requests to change days, pools, times will incur a £10.00 movement fee per swimmer payable before movement is complete (this is subject to space availability)**
7. Lessons cancelled due to technical problems with the pool, adverse weather conditions, will be rolled over or re-arranged at a date to be determined as a suitable replacement.
8. Missed lessons during a 12-week course. A welfare text message will be sent to swimmer who has missed 3 weeks of lessons. If no response another welfare text will be sent out on 4th week of missed lessons to see if we can resolve the continued absence. No response to week 4 message may result in the place being revoked or swimmer having to move to a different class or time.
9. **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.**
10. **All swimmers joining the academy must be toilet trained and the use of trainer pants is NOT permitted (school policy)**
11. **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.**
12. 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, 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.
13. Refunds will only be agreed by the management team on an individual basis via email.
14. Periodically we will review the pricing structure of our courses, badges, and swimming aids. Price increases will be communicated Via email.
15. Hospitalisations and Long-Term illness please read long term illness section carefully.

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Long Term Illness / Broken Limbs:

Policy 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.

Illness, Medical conditions & Health Declaration, Acceptance of Risk

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.

Adult Lessons Only

Please supply emergency contact numbers and any medical conditions we need to be aware of. With any medical conditions please check with a health care provider that it is safe to have swimming lessons. We may request an email of confirmation with regards to certain conditions from yourself confirming you are safe to swim. We need all this information in case of an incident at the pool where we may have to contact health service providers or next of kin during your time at the pool.

Before Swimming

Eating: The following guidance is industry standard and 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.**

Jewellery: Jewellery including earrings should be removed before swimming as can cause serious injury. Jewellery that cannot be taken off should be covered up EG sweat band could be used.

Long hair: Preferably a swimming cap should be worn. These can be purchased on site ask at reception. If this is not possible, please ensure that the long hair is tied back using a band or bobble. Please do not use sharp clips or slides.

Swimwear: Loose fitting (surfer type) shorts, 2-piece bikinis 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.

Belts: Responsibility of Parent/carer to bring each week No belt, No swimming. This is for safety of swimmer, teacher, and other class members.

Goggles: Swimmers wear goggles at their own risk. Parents must be responsible for adjusting and ensuring that the goggles fit correctly so that they do not move around and damage the eye. We are not responsible for lost goggles belts or items of clothing. Its responsibility of customer to make sure all property is taken home at the end of the session.

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.

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Fire: Please do not block fire exits. In the event of the fire alarm sounding please make your way out of the pool or as directed by Salamanda team member using the nearest exit and wait on the hard courts/Astro turf areas in front of pool building. Teachers will bring he swimmers out according to EAP. **Parents must NOT enter poolside and return to changing rooms to collect personal belongings.**

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.

Parking: Please DO NOT PARK 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. Cars parked and personal belongings left on site are at owner's risk. Salamanda Swimming Academy accept no responsibility for any theft or damage of your property when on site.

Wheelchairs: Wheelchair users and less abled bodied spectators will be accommodated according to PSOP.

Pushchairs/Buggies: **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.

Pushchairs/Buggies: **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.

Food and drink: No food or drink is to be taken on to the poolside and unfortunately this includes snacks, sweets, and drinks for spectators. Swimmers in the higher stages who are swimming for an hour or more can bring water in a plastic container if required.

Phones and mobile devices: Due to Safeguarding protocols no phones, mobile devices, cameras, or video equipment are permitted on the poolside or should be used in the changing rooms. We are not responsible for lost devices and car keys while on site.

Changing rooms: **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.**

Female Changing – Female adults only and boys/girls aged 8 years and under. Above 9 years must use gender specific changing room.

Male Changing – Male adults only and boys/girls aged 8 years and under. Above 9 years must use gender specific changing room.

Mixed / Family Changing – Open to male and female any age up to age 9yrs.

Swim wear to be always kept on and Showers should be a quick shower down and dry. Please do not enter shower area with outdoor shoes. This is unpleasant for the children showering.

Property should not be left in any changing rooms on the benches at any time when the lessons are in progress. Clothing should be placed available lockers on site or in a bag and kept with parent/carer for the duration of the swimmers' lessons.

Poolside

All pools will have different procedures follow instruction given by Salamanda team.

Poolside entry systems:

CRESTWOOD: Has a key pass system where entry will only be allowed via Pool Manager or receptionist on site and will be 2/3 minutes before commencement of lessons. Late comers will have to wait until there is a suitable time to enter the pool via a member of the Salamanda team.

COLTON HILLS: Both poolside doors will be operated by Pool Manager, Receptionist or Lifeguard. Once all swimmers have proceeded to lessons the latch will be taken off. Late comers will have to wait until there is a suitable time to enter the pool via a member of the Salamanda team EG Receptionist (Please arrive at least 10 mins before lessons). Exit from the pool will only be via a team member on poolside EG Pool Manager or Lifeguard who will operate the door latch**.**

Class ratios are as follows:

Beginners - 4 swimmers in a class.
Improvers (1/2 Lanes) Advanced (Full lanes) – up to 5 swimmers in a class.

Viewing Weeks: Colton Hills Only will be posted on social platforms please do not send messages to the phone.

Limitation of Liability- 1

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 because 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 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.