BUBBLES 2 BUBBLES

Private and Semi-Private Policies/Terms and Conditions

The following terms and conditions apply to all parents or guardians ("you") of any child attending swimming lessons organized by Bubbles 2 Bubbles ("we" or "us"). Please ensure you have read and understand the following and please keep a copy for your records:

Acceptance of Terms and Conditions

- 1. By booking your child for swimming lesson with us, you accept these terms and conditions and they will form a binding contract between you and us.
- 2. You will ensure that your children and any other children you bring to the swimming pool will follow the general swimming pool rules set out at the end of these terms and conditions.
- 3. We reserve the right to vary these terms and conditions at any time upon reasonable notice to you.

Lessons

- 1. We run two types of swimming lessons as follows:
 - (A) Private Lessons These lessons are for one individual swimmer with one instructor. They will run for a two-week session daily from Monday to Thursday. Fridays will be available for any make-up lessons due to weather or personal reasons. Each lesson will take place at the same time every day from Monday to Thursday.
 - (B) Semi-Private Lessons These lessons are for two swimmers with one instructor. They will run for a two-week session daily from Monday to Thursday. Fridays will be available for any make-up lessons due to weather or personal reasons. Each lesson will take place at the same time every day from Monday to Thursday.
 - All lessons will start promptly at the agreed start time. If your child arrives late to the pool, the
 lesson will not be extended and will end at the agreed end time, so we can be sure the next
 swimmer can start on time.

Registration

- Before booking any courses with us you must register your details with us by downloading the PDF on our website <u>www.bubbles2bubbles.com</u> (hereafter website) or by telephone. We will hold your details securely in our client folders and will not share information with others, except for the Red Cross for Reporting and badges information.
- 2. Bookings may be made by email or by telephone and shall be on a first-come, first-serve basis.

Payment

- The fee for a course will be confirmed to you at the time of booking by email or by telephone and can be paid by cash or e-transfer prior to the first lesson
- The full amount for the two-week session is to be paid in one installment
- Once you begin a session no refunds will be available

Parental Responsibilities

- 1. You are responsible for any children you bring with you into any part of the swimming pool area and must keep them under control whilst in the swimming pool area.
- 2. Children are not the responsibility of Bubbles 2 Bubbles until the child enters the swimming pool at the start of a lesson.
- 3. During lessons you must not interrupt or communicate with the teacher, distract the students or approach the poolside, unless it is a matter of health and safety.
- 4. If you feel that lessons are not providing adequate progression, please raise the issue with us by way of email or telephone call so that we can look for alternatives or make further recommendations

General Pool Rules

- 1. Children must be clean and go to the toilet before they enter the water.
- 2. Long hair should be tied back, or a swimming hat worn.
- 3. Children should not enter the pool until the class has started and should wait to be invited into the pool by the instructor.
- 4. Children must leave the pool when the class has finished.
- 5. Safety for all is our paramount concern and we have the right to remove anyone on, in or around the pool who gives us any concern whatsoever with regard to safety.
- 6. Children must not run or act inappropriately once within the pool vicinity. We shall not be responsible for any injury/accident caused as a result of children and/or parents disobeying these rules.

Limitations 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 the swimming pools we use. However, nothing in these terms and conditions shall limit the liability of any person for death or personal injury caused by negligence.
- 2. Any claim against us arising from attendance at one of our swimming lessons must be notified in writing to us within six months from the 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:
 - for any purely economic loss, for consequential or indirect losses or for any loss of profit or opportunity;
 - (where the claim is insured) for any loss which we are unable to recover from any insurer;
 - (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
 - for any loss which is greater than the fee paid by you for the relevant course of swimming lessons.
- 4. 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 to 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 your child.
- 5. We shall not be liable for any loss or theft of your or your child's personal possessions and all property left by you on the property is done so at your own risk.