

Cheltenham Swim School: Terms and Conditions



Constitution:

Cheltenham College Sports Centre's primary role is to provide facilities for the pupils of Cheltenham College (hereafter "College"). College also wishes to make these facilities available to the wider community, under the management of Cheltenham College Services Ltd (hereafter "CCSL"). CCSL contracts the services of Sports Centre staff to manage the running of the Cheltenham Swim School (hereafter the "Swim School") on a day-to-day basis. The management of the CCSL may alter the terms and conditions, as necessary, by sending you either an updated version or notification of minor changes. You are free not to accept these changes however we would ask you to notify us in writing of your non-acceptance within 14 days of your receipt, failing which we will be entitled to treat our agreement with you as being subject to the updated version. Should you object to these changes, you have the right to cancel your membership and we will refund your unexpired subscription.

Bookings

Please ensure all children have a photo added to their account upon registration. You will not be able to complete registration without a photo of your child.

After booking onto Swim School, you will receive an email confirming your booking, Once the form has been completed online, the applicant is bound by these terms and conditions.

All costs will be set termly. We do not accept American Express but accept payment by credit, debit card. You will be required to pay by a debit/credit card at the time of booking.

Fees, subscriptions, and charges may be liable to the addition of Value Added Tax at whatever rate is laid down by H.M. Revenue and Customs at the time.

GDPR (General Data Protection Regulations)

<https://www.cheltenhamservices.co.uk/privacy-statement/>

The Sports Centre use the iPal software system to manage swim school and will only use this personal information held on this system for the following purposes:

- a. to administer your booking;
- b. to contact you when necessary;
- c. to contact you, with your consent, with information about similar courses and activities; and
- d. to help the Sports Centre comply with their legal obligations (for example, there may be a need to keep a record for health and safety reasons if you have an accident).

Refunds

Any refunds will be refunded back to your 'wallet' in your IPAL account.

If you have not added your discount code or vouchers at the time of booking, we have the right to refund the amount back to your 'wallet,' which can be used on another booking.

Medical

1. By booking your child onto a course you have accepted these terms and conditions. You take responsibility for the fact that, should you answer 'yes' regarding any medical conditions your child might have, you have checked with your doctor before starting. This responsibility is passed on to any other parent/guardian who might bring your child swimming.

2. Medical conditions must be disclosed to Cheltenham Swim School regarding the health of your child. All information received is treated in confidence and with sensitivity.

3. If your child has a heavy cold, sinusitis, or an ear infection we recommend they do not swim.

4. If your child has grommets fitted, they can swim and get their ears wet after being given all clear by their doctor.

5. If your child has chicken pox they can return to swimming once the spots are no longer contagious, this is usually once the spots have scabbed over and are dry. However, please be aware the chlorinated water may cause some discomfort to the skin whilst dry spots are still visible.

6. If your child has a verruca, cover with a plaster when swimming and seal with a waterproof sock.

7. Following on from sickness we request your child be clear of any symptoms for 48 hours prior to attendance at class.
8. Adults and children must not swim if they have had a diarrhoeal illness in the past 14 days, as advised by the NHS.

Re-enrolment

1. Swimmers already having lessons with the Swim School will have priority on places, provided they re-enrol and pay the subscription when it is due. If we do not receive your payment by the due date, then your child's place may be allocated to another person. We will endeavour to be flexible in allocation of time slots. However, it may not always be possible to book or re-book your first choice.

General

1. All teachers are working in line with the recommendations of Swim England progressing from stage 1 upwards. The Swim School may from time to time use other badges to encourage the younger swimmers. The cost of a badge and certificate is £3.50.
2. The aim of the Swim School is to teach children how to swim all four strokes efficiently, whilst at the same time encouraging water safety, confidence and working together as a group.
3. Swim School pupils will be assessed for their competency level by teachers. The Swim School team retains the right to move pupils to a different stage based on their ability to protect their safety and provide them with the most appropriate learning environment.
4. The management reserves the right to vary, at no notice, the opening times of the Sports Centre to necessitate repairs or maintenance.
5. The management will endeavour to keep the facilities in good working order but accept no responsibility for any failure or breakdown. In such an event, members will have no redress or course of action against the College.
6. If the pool is closed at very short notice the Sports Centre are unable to give a refund for any lessons missed. However, credit for the following term will be given.
7. The number of pupils at any time may be limited at the discretion of the Sports Centre Manager.
8. Parents/guardians and their guests should not interact with pupils during lessons unless invited to do so by the teacher. Parents/guardians are responsible for the safety and supervision of any children and guests accompanying them to spectate.
9. College retains the right to change a teacher without notice to the parent.
10. No cash refunds will be given if a pupil is unable to attend a lesson. College may decide to offer credits in the case of long-term illness/injury however this is done at the discretion of the Sports Centre Manager.
11. Parents/guardians are required to inform the management of any change of address, telephone numbers or e-mail details.
12. All members should be aware that College and The Prep requirements may take precedence at certain times and facilities may occasionally be unavailable at short notice.
13. The use of photographic equipment including cameras, video cameras and mobile phone cameras is prohibited without the prior authorisation of the Duty Manager.

Rights and Liabilities

1. Members or pupils must not enter the pool or use the equipment without a lifeguard being present.
2. Swim England advise the Swim School to inform pupils that aspects of swim instruction may require physical contact between teacher and pupils. This type of physical contact will only be used where it is essential to support the pupil during the early stages of learning a skill or to develop the skill & technique and/or placing the pupil in the correct position. Parents/guardians give consent for appropriate hands-on tuition within this course programme. All staff are DBS (Disclosure and Barring Service) checked.
3. College is not liable for injury to a pupil when the pupil wilfully does not follow the instruction of staff during their lesson.
4. Parents/guardians are responsible for their children at all times in the changing area and entrance area. They should always be under the direct supervision of an adult who is not taking part in the lesson and never be left unattended. Children running on wet surfaces can very easily slip and hurt themselves. Children are not the responsibility of the Swim School until the lesson commences.
6. Children under the age of 16 must be always accompanied by a responsible adult.
7. The management cannot accept responsibility for any damage to or loss of personal property brought into the Sports Centre, however caused, or to vehicles and contents parked in the grounds of College.
8. College and its employees shall be under no liability in respect of injury to members or guests caused by negligence or recklessness of the members or guests.

Cheltenham Swim School Code of Conduct

1. Swimmers should not eat for at least 1 hour prior to swimming.
2. As a rule of thumb, enter the pool area no more than five minutes prior to the lesson start time. Whilst you are waiting for the lesson, please keep poolside noise down to a minimum so that all lessons can take place in a calm and peaceful atmosphere.
3. Pupils should only enter the water once the teacher has invited them to do so.
4. The following action is seen as disorderly behaviour: running, diving, jumping, ducking, fighting, bombing, shouting, and throwing items. If a pupil is warned and behaviour persists, they will be asked to leave.
5. Swimming goggles, including those with ophthalmic prescription lenses, may be worn at the wearers own risk.
6. To avoid injury, the wearing of spectacles in the water by a swimmer during a session is not recommended. Care of spectacles is the responsibility of the parent/guardian.
7. Jewellery can be a hazard and should not be worn during swimming, including earrings.
8. Appropriate swimwear should be always worn in the swimming pool.
9. During lessons parents/guardians must not interrupt or communicate with the teacher, distract the pupils, or approach the poolside, unless it is a matter of health and safety, as you may endanger the safety of the pupils and other pool users.
10. Long hair should be tied up.
11. In the event of any emergency a duty manager will follow the pool's Emergency Action Plan (EAP).
12. All swimmers and spectators will immediately stop what they are doing and wait quietly for further instructions.
13. Should it be necessary to clear the pool, when the instruction is given, all swimmers will move to the sides of the pool, leave the water, and stand back from the side.
14. Should it be necessary to evacuate the building no attempt should be made to recover possessions from the changing rooms or anywhere else within the building.
15. All swimmers must shower and go to the toilet before they enter the water as this helps to keep the pool clean and maximises their learning time.
16. No prams/pushchairs in the changing rooms, these can be left in Reception.
17. High quality leak-proof re-useable nappies, with a disposable swim nappy underneath are recommended for babies and toddlers.
18. Always change your baby on the floor using a suitable changing mat. Do not use any raised areas such as benches. This is to prevent babies from rolling onto the floor from high surfaces which can easily happen and is extremely distressing for all concerned.
19. No smoking will be permitted at any time in the Sports Centre or on College premises.
20. No alcohol will be permitted to be consumed in the Sports Centre or on College premises.
21. Pupils must use equipment and facilities safely and properly and take care to safeguard their own health and safety and that of other users.
22. The Sports Centre Manager has the right to terminate membership should any member break the rules.
23. Teachers retain the right to halt a lesson if they feel that the behaviour of a pupils is posing a risk to themselves, other pupils, the teacher, or College resources. College retains the right to cancel membership without refunding the outstanding credits if this is the case.

All correspondence should be addressed to:

Cheltenham College Sports Centre, Thirlestaine Road Cheltenham, GL53 7AH

Telephone: 01242 705551

E-mail: swimming@cheltenhamcollege.org

August 2023