

Cheltenham College Services Ltd 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 **Cheltenham Swim School** and **Cheltenham Activity Camp** 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 booking and we will refund future bookings.

**CCSL 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.

Parents must agree to provide the details of 2 up to date emergency contacts.

All bookings must be made online through iPal. We are unable to accept bookings over the telephone or in person.

All bookings are subject to availability.

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.

Payment is regarded as acceptance of these Terms and Conditions.

If discount codes/vouchers are not added at time of booking, refunds will go to your wallet, which can then be used on further bookings.

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

**GDPR (General Data Protection Regulations)**

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

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

* 1. to administer your booking;
	2. to contact you when necessary;
	3. to contact you, with your consent, with information about similar courses and activities; and
	4. 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 or for safeguarding reasons).

**Swim school bookings:**

All costs will be set termly. After receiving your invoice, please pay by due date, as until full payment is received, bookings are considered provisional and are not to be regarded as guaranteed.

We accept payment by credit or debit card.

* **Re-enrolment**

Existing swimmers enrolled with 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.

* **Medical conditions:**

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

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

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.

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

Following on from sickness we request your child be clear of any symptoms for 48 hours prior to attendance at class.

Adults and children must not swim if they have had a diarrhoeal illness in the past 14 days, as advised by the NHS.

* **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, there will be 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 update iPal account should there be any change in personal 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.

5. 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.

6. 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 Activity Camp (CAC) bookings:**

Standard hours are 10:00-16:15

Extended hours are 08:15-17:45 (all children must be collected by 17:45)

Please refer to Uncollected Child policy for the procedure we will adapt should a child not be collected.

[2023 CAC policies/\_Uncollected Child.pdf](https://cheltenhamcollege-my.sharepoint.com/%3Ab%3A/r/personal/hewitt_caroline_cheltenhamcollege_org/Documents/2023%20CAC%20policies/_Uncollected%20Child.pdf?csf=1&web=1&e=ZcOfV3)

Full payment must be made at the time of booking. We accept payment by credit or debit card and childcare vouchers. If you wish to pay by childcare vouchers, please ensure payments are made at the time of booking and received by us within 7 days as until full payment is received, bookings are considered provisional and are not to be regarded as guaranteed.

If you alter your booking, any credit will go to iPal wallet. If the changes affect a weekly block booking, we will recalculate your booking at the daily rate as you will no longer be eligible for the weekly booking discount.

Any requests to change bookings are subject to availability.

CAC reserves the right to cancel any sessions at any time or to make changes to the daily timetable, for example, swim session availability or in the event of unsuitable weather or other factors which may arise, and which are beyond our control. We will advise of any closure by email or notification on the Cheltenham Activity Camps website as soon as possible. In the event of cancellation of bookings due to circumstances beyond our control, we reserve the right to review and amend our refund policy.

If you cannot attend camp during adverse weather conditions no refund will be applicable if CAC is remaining open.

Children must be registered in/out by the parent or authorised adult. We will not allow any child who has not reached the age of 11 to return home unaccompanied unless we have authorisation through the consent options on the booking form and a completed ‘travelling home unaccompanied’ form.

**CAC fees and cancellations:**

All cancellations must be emailed to cheltenhamactivitycamps@cheltenhamcollege.org

Any refund due will go into your iPal wallet.

Cancellations made less than 5 working days prior to your booking will not be eligible for a refund.

Late pick up fee: £7.50 will be charged for every 15 minutes after the scheduled pick-up time.

Discount codes: only one code can be used per booking and cannot be used with any other offer.