



# **CLIENT AGREEMENT**

**January 2023**



# Table of Contents

<b>About</b>	<b>4</b>
Introduction	4
Location, Timing & Age Groups:	5
Parking:	5
<b>The Swim School Programme</b>	<b>6</b>
Introduction	6
Waiting Lists:	6
Missed classes cannot be refunded or carried over:	7
Medical:	7
Swim School Cancellations:	7
<b>Preparations &amp; Instructions (COVID-19 Guidelines):</b>	<b>9</b>
Introduction:	9
Steps for parents/ children to take prior to/ during swimming lesson:	10
Respecting the regulations at the venue:	10
Steps for our staff members to take prior to/ during swimming lesson:	11
<b>Risk management:</b>	<b>12</b>
Lifeguard on site:	12
Fire Alarm:	12
Pool Premises:	13
Lost Property:	13
Risk of spread of infection:	13
<b>Staff On-Site:</b>	<b>14</b>
<b>Administration:</b>	<b>14</b>
Publications:	14
Communication:	15
Changes to Terms and Conditions / Code of Conduct:	15
Data Protection:	15
Contact Us:	15



## About

### Introduction

- We are an ASA affiliated swim school provider and we offer swimming lessons 1-2 PM every Sunday for children aged 4-17 years. Ladies only times are 12:30-13:00. Swim slots Mondays 18:30-19:30
- Our aim is to give children and ladies the best and the safest swim teaching experience. We ensure that they are being trained and encouraged by the teachers to develop their confidence, fitness, coordination and leave the school with water confidence and water safety awareness. We offer lady lessons only.
- The duration of the lessons are 30 minutes. We have qualified and experienced swim teachers on board and lifeguards certified with an NPLQ (National Pool Lifeguarding Qualification). Our staff have also undergone a DBS check, so that you can be reassured that your children will be in safe hands.
- Our swimming lessons framework is based on the ASA National Plan for Teaching Swimming and children are awarded progression certificates at the end of each term.
- We are also a COVID-Safe focused swim school. To keep you, your children and staff safe in light of the current pandemic, we have implemented Covid-Safe practices in our programme.
- Below are the swim school terms for you to learn more about our programme and how we operate. Excited to have you on board!

# TERMS & CONDITIONS



## Location, Timing & Age Groups:

- Location: Beechwood School, Long Readings Lane, Britwell, SL2
- Timing: 1-2 PM (1-1.30PM, 1.30-2.00PM) - ½ hr time slots
- Age: 4-17 years
- Kids lessons Sundays 13:00-14:00 and Mondays 18:30-19:30
- The gates for entering the school venue and parking will remain open throughout the day.



Please go to the far left building of the school shown above.

## The Swim School Programme

### Introduction

- The swimming lessons are based and adapted on the ASA National Plan for Teaching Swimming. We have named Fundamentals as our Ducks stage, Stage 1 and 2 as the Turtles Stage, Stage 3 and 4 as the Penguins & 5 and 6 as the Sharks stage.
- The lessons are organised every Sunday 13.00-14.00 PM for children from (4-17 years).
- Each lesson is half an hour long i.e. (13.00-13.30 and 13.30-14.00).
- The children are grouped into their relevant stages and progressed in their skills and techniques by the coaches.
- Progress certificates are awarded at the end of each term.

### How to book:

- Bookings for lessons are made on [duckstosharks.co.uk](http://duckstosharks.co.uk).
- We have an annual fee for lessons of £455, for 42 lessons over the entire year.
- We do not require customers to pay in one lump sum, but instead break down the costs of lessons at £40 per 4 weeks, on a Direct Debit basis.
- The 10 remaining weeks over the year, the school is closed for half-term and maintenance when we do not operate.
- The overall cost of lessons is the following:
- £520 annual fee / 42 week swim year = **£12.38 per lesson.**
- $10 \times 52/42 =$  Price per lesson for ladies (£40/4 weeks ladies)

### Waiting Lists:

- There are a maximum number of participants for each session. Should classes be full then a waiting list will be put into operation.
- As soon as a new place becomes available, in the appropriate ability level, customers will be contacted to offer their child a place.
- Please inform Ducks to Sharks as soon as possible if you no longer wish to be kept on the waiting list

# TERMS & CONDITIONS



## Missed classes cannot be refunded or carried over:

- If a swimmer misses a class due to a personal event (holidays etc.), we are unable to forward the lesson to a later time slot or make a refund.
- If the swimmer has a medical issue or an injury and has not had medical clearance from a doctor, then the swimmer should not be taking part in lessons (see 'Medical' below).
- We will not however be able to refund the lessons or move the lessons forward under any circumstance as spaces in our programme have been specially reserved for children over our waiting lists. We have to also factor in our staff and facility costs for each child's booking in our programme.

## Medical:

- Medical conditions must be disclosed to Ducks to Sharks regarding the health of your child for the purpose of attending swimming sessions. All information received is treated in confidence and with sensitivity.
- If your child has a heavy cold, sinusitis or an ear infection, children should not be taking part in lessons. Following on from sickness we request your child be clear of any symptoms for 48 hours prior to attendance at class.
- Children must not swim if they have had a diarrhoeal illness in the past 14 days, as advised by the NHS.
- If a swimmer has broken a limb, requires an operation or has been medically advised to not attend the swimming lesson, then they must not proceed with the swimming lessons until they are medically cleared.

## Swim School Cancellations:

- As explained, Ducks to Sharks does not charge additional admin fees or does not enforce a yearly contract on enrollment to our programme, unlike our competitors. However, this offer is conditional to the fact that if a situation happens to arise where we have to close the swim school, we will not be able to refund our customers for the missed lesson or carry the lesson forward to a later date.
- We will inform customers of any cancellations due to pool closure, power cuts, adverse weather, disasters etc. However we will be unable to move the lesson forward or issue a refund for that lesson, as the listed events are out of our control.



- Should a lesson already in progress or about to start have to be cleared for any reason e.g. due to a child becoming sick, then Ducks to Sharks is under no obligation to refund the lesson or a part thereof.

## Preparations & Instructions (COVID-19 Guidelines):

### Introduction:

We want to ensure that our classes are as safe as possible for children, parents and our staff alike, from the risks of the spread of COVID-19.

### Preparation for lessons:

Prior to entry, parents should prepare:

- Please ensure you have taken & logged a negative COVID-19 test 24 hrs before entry, with evidence of test result at reception: <https://www.gov.uk/report-covid19-result>
- We urge that ladies, children or parents/carers who may have a slight cold should not come to class to minimise COVID risks and spread of infection.
- Face masks to wear prior to entry to the site
- Children's and ladies swimwear should include swimming trunks/ costumes, swimming caps, goggles and a pair of slippers
- Ensure children and ladies have taken off any earrings, hair clips, bangles, necklaces etc as these can damage the pool filters
- Ensure no food is consumed 1 hour before lessons to risk children vomiting during lessons.
- If your child is ill or injured, please inform us and they should not attend swimming lessons.
- Young children should be toileted before lessons and should not eat at least one hour before lessons, to avoid vomiting or soiling the water and causing contamination.

# TERMS & CONDITIONS



## Instructions at the venue:

### Steps for parents/ children to take prior to/ during swimming lesson:

- Attend the COVID-meeting prior to the session to understand our stipulations/ read the welcome email with our guidelines.
- Parents/ carers would need to have taken & logged a negative COVID-19 lateral flow test 24 hrs before entry, with evidence of test result at reception: <https://www.gov.uk/report-covid19-result>
- Parents/ carers need to ensure they are wearing a face mask
- As customers enter the venue, they will need to sign in at the reception desk in the corridor.
- Arrive at least 10 minutes before the lesson to allow registration and changing.
- Queuing system from reception desk - 1m apart, standing at cones.
- Sanitise hands at reception prior to entry to changing rooms
- Please keep at least 1m distance from other customers in the changing rooms.
- Once parents have changed their children, all parents must go back to their cars and no chatting/ watching is allowed from pool windows to avoid clusters of parents and the spread of infection.

### Respecting the regulations at the venue:

- Customers are not allowed to take food items at all when going for lessons. Plastic refillable water bottles may however be kept.
- Customers should treat the facilities with care and ensure that they do not flood the showers or toilets
- Personal items like nappies and sanitary towels MUST be disposed of in the bins provided.
- No running in the changing rooms or on the pool-side .
- It is prohibited for any form of fighting to take place (verbal/physical) and for customers to be respectful amongst themselves and with staff. Any issues must be addressed to the pool manager.
- No smoking/ alcoholic beverages in the premises
- No food on the poolside. Chewing gum is not allowed during lessons.
- No shoes to be worn on the poolside/ no parents to stand on the poolside.
- Valuables left in the changing area at owner's risk
- No photography or filming is permitted on the poolside.



# TERMS & CONDITIONS



## Steps for our staff members to take prior to/ during swimming lesson:

- Attend the COVID-meeting prior to the session to understand our stipulations/ read the welcome email with our guidelines.
- Instructors would take & log a negative COVID-19 lateral flow test 24 hrs before entry, with evidence of test result at reception: <https://www.gov.uk/report-covid19-result>
- All instructors will be wearing face masks
- Equipment is cleaned before and after the lesson.
- Instructors will be, where possible, teaching small groups to minimise clusters of children/ contact

## Risk management:

### Lifeguard on site:

A lifeguard with an NPLQ certification or a NRASTAC will be on site during swimming lessons with a reaching pole and whistle. The lifeguard will be experienced in pool rescue, CPR techniques and First Aid. We have a First Aid box on site in case of injuries. In the event of any emergency, the lifeguard will follow the pool's emergency action plan (EAP):

- If a child happens to struggle or poses the risk of drowning, the lifeguard will either use the reaching pole/ pull buoy or jump in to save the child, depending on the situation.
- If the lifeguard is required to jump into the water, he/ she would alert the children and staff to clear the area, through a blow of his/ her whistle.
- Children will immediately stop what they are doing and wait quietly for further instructions.
- 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 on poolside.
- There is a lady life guard on site who is first aid trained

### Fire Alarm:

- In case of a fire alarm, as per the instructions of both lifeguard and teachers, the children or ladies would stop what they are doing and leave the building in an orderly fashion.
- No attempt will be made to recover possessions from the changing rooms or anywhere else within the building.
- Staff will collect protective blankets and hand them out to swimmers for use outside. Then, they would walk the children towards the assembly point at the front of the MUGA.

# TERMS & CONDITIONS



- Here they would wait for instructions from the Site Controller.

## **Pool Premises:**

The proprietors of the pool premises will ensure that the condition of the changing rooms, showers, the pool and poolside area are in good condition through regular risk assessments. Ducks to Sharks will also thoroughly check the premises before lessons. However, we are not liable for any injury to a swimmer which may be caused by any defect. We further advise that any claim arising from such a defect is addressed to the proprietors of the pool premises.

## **Lost Property:**

Ducks to Sharks does not accept responsibility for any damage or loss of property or articles left on the premises (whether being worn or left in the pool/changing rooms) or within the grounds/ car park of the premises. Items that are missing end up in the lost property bins located in the changing room.

## **Risk of spread of infection:**

We have taken every precaution to minimise the spread of infection including hosting covid meetings for both staff and tutors, sending a welcome email with the stipulations and have highlighted in our terms & conditions - see above: 'Instructions at the Venue.'

# TERMS & CONDITIONS



## Staff On-Site:

The lessons are led by ASA certified and experienced swimming teachers. Lifeguards are NPLQ qualified with First Aid training. Staff have undergone enhanced DBS disclosure checks and are insured. Our Staff provide a duty of care to our customers during lessons. The swimming lesson begins when the Teacher accepts charge of the customers and ends when the lesson finishes. As some physical contact with your child is unavoidable all staff adhere to Child Protection Procedures.

## Administration:

### Publications:

Please note that due to child protection regulations photography (including camera phones) and video filming are **NOT** permitted during Ducks to Sharks Lessons.

Official photoshoots are offered by Ducks to Sharks throughout the year for which we obtain signed consent. Ducks to Sharks reserves the right to use our over/underwater photographs for publicity purposes. However, in each instance we will endeavour to inform you first.

All Ducks to Sharks photography, logos and illustrations are the copyright of Ducks to Sharks (or credited party). Any scanning or reproduction of any of the above without our written agreement will be regarded as being in breach of our copyright and dealt with accordingly.

Ducks to Sharks cannot be held liable for the actions of third parties and, therefore, excludes to the fullest extent possible by law, any liability arising from a breach of this section headed "Publications" by any party.

### Communication:

We like to encourage communication and welcome the discussion and points of issues to be raised with our 'Ducks to Sharks' Client Care Manager. Questions should be directed towards the coordinator who will be happy to answer any questions and provide feedback.

### Changes to Terms and Conditions / Code of Conduct:

From time to time Ducks to Sharks may update these terms by sending you either an updated version or notification of minor changes. You are free to not accept our current or our future terms, but we would ask you to notify us in writing of your non acceptance within 7 days of your receipt, failing which we will be entitled to treat our agreement with you as being subject to the updated version.

# TERMS & CONDITIONS



## Data Protection:

The member consents to Ducks to Sharks processing any personal data they provide as a result of enrolment/re-enrolment. Data will not be sent to any third party.

## Contact Us:

Should you require any further information or advice please do not hesitate to contact **the Client Care Manager: 07526 599440** or email **[duckstosharks@gmail.com](mailto:duckstosharks@gmail.com)**.