



## **Terms and Conditions**

All customers are agreeing to these terms and conditions by signing up and starting our lessons.

### **Changes to our terms and conditions**

We reserve the right to make amendments to our terms and conditions at any time to reflect changes in our business or statutory obligations. If applicable these changes will be communicated to all our customers by email. Our terms and conditions and any changes can always be viewed on our website [www.splash-stars.co.uk](http://www.splash-stars.co.uk)

### **The booking process/booking a class**

All our classes and venues are listed on our website: [www.splash-stars.co.uk](http://www.splash-stars.co.uk).

Payment for classes is made at time of booking, either securely online via our website or by calling our office 01942 576049. Split payments can be agreed with the office only.

Our classes are termly, and are run in terms of either 12, 13 or 14 week terms (usually alongside school terms).

1-2-1 or 2-2-1 lessons are booked in blocks of either 6 weeks or 12 weeks and payment is made at the time of booking either securely online via our website or by calling our office 01942 576049.

### **Behaviour and responsibilities**

All children attending the following Baby and Pre-school lessons: Twinkle Stars, Shooting stars, Shining stars, Stars and Super Stars must be accompanied in the water by their adult carer. We can only accommodate one carer in the water per child due to maximum bather load.

Customers are responsible for the child in their care at all times and must inform the teacher prior to the lesson of any concerns they have.

New customers must make the teacher aware so they can assist with extra help as required.

Customers should always behave in a civilized manner and refrain from using offensive language. Splash Stars may ask a customer to leave should their behaviour be in any way offensive or disruptive. Customers accept that contact between their child and the teacher will take place during the lesson.



It is the customer's responsibility to inform the office and teacher of any medical conditions, in particular those which may affect a child's abilities in water.

You must agree to inform us of any changes, including pregnancy, as soon as you become aware of them. All information provided to us will be treated as strictly confidential.

Aqua Natal classes – All pregnant ladies must fill in a PARQ. If any answer on this is 'yes' they will be required to produce a medical certificate in order to be allowed to take part in the class.

Spectators may be allowed, depending on pool facilities (no spectators are allowed at all DW Sports pools) but must be other family members or friends. Please check with the office before attending.

### **Parents waiting poolside**

Some of our venues allow parents to watch poolside others do not, poolside waiting is strictly prohibited at all DW pools, at these pools parents should bring the child to the poolside for the start time of the lesson and wait with them until the teacher takes them to start the class. Parents should return at the class at designated finish time to collect their child.

To find out about the rules regarding spectators and more information on viewing areas, please go to [www.splash-stars.co.uk/our-pools/](http://www.splash-stars.co.uk/our-pools/)

#### Pool side spectators:

We want to ensure that we can continue to have parents and spectator's poolside (where permitted). There are however a number of rules that need to be adhered to ensure that the safety and learning of the children is not compromised.

- Parents should not chat to and distract the children whilst they are swimming.
- Parent should remain seated in the outlined area at your venue and not walk up and down the poolside, this is both distracting for the children and teachers/lifeguards.
- Parents and spectators should not interrupt or stop the lesson.
- Please ensure spectators are away from the pool edge and watching away from the pool area in the defined seating or viewing area, having people peering at the class so close to the pool edge can be intimidating to both children and staff.
- Once children are in the lesson, unless it has been previously agreed that parents are spotting due to a medical condition or otherwise, they are the responsibility of the teacher and spectators and parents should not be shouting and or giving their child swimming tips. Our teachers are highly qualified and will work closely with your child, it can be very confusing for children and undermine our staff when they receive different instructions to what the teacher has given. We know you want your child to progress well and our teachers will work with them to achieve that.



Customers must always follow pool procedures. Please adhere to the instructions given to you regarding car parking, entry and exit route to pools.

Customers are not permitted to arrive no more than 15 minutes before the lesson and leave no more than 15 minutes after the lesson, as a teacher may not be present and/or this may be outside of our hire times.

Car seats and push-chairs etc should not be left in the changing rooms. These may or may not be allowed in the facilities and information will be included in our terms and conditions email and depends on the individual pool facilities. There is strictly no push chairs poolside at any pool. For more information visit [www.splash-stars.co.uk/our-pools/](http://www.splash-stars.co.uk/our-pools/)

Food is strictly forbidden in the pool surrounds and changing rooms. Shoes must be taken off or overshoes worn before entering the poolside. Smoking is forbidden within any pool building or grounds. All teachers are qualified from either the Swimming Teacher's Association (STA) or the Amateur Swimming Association (ASA).

Our teacher also undergoes extensive training with a senior member of the team before they start their own lessons, training teachers may take parts or all of the lesson as part of the training program this will be supported by a senior member of the team.

All of our teachers are insured through either the STA or ASA and hold a lifesaving and safeguarding qualification as well as a valid DBS check.

We are required to 'whistle blow' should we suspect any child to be in danger or suffering from any form of abuse.

Unless due to negligence by our teachers or staff, lessons are undertaken at entirely your own risk and any injury resulting from any trip, slip or fall or any other incident is entirely your own risk.

### **What to wear**

For our babies or children who are not yet potty trained, they must wear two nappies, an under nappy either disposable or reusable and an over nappy, we recommend Splashabout Happy Nappy, this nappy must seal around the legs and tummy, as should the child foul in the pool, this will stop the contents escaping. Children are welcome to wear swimming costumes, swim trunks, baby wetsuits and other similar garments but must still wear the 'double nappy' underneath if not fully toilet trained.

We carry spares of over nappies, however all sizes may not be available.

Children are not permitted to wear any jewelry except small studs, Star Academy children must wear plain swim hats.



All plasters and hair clips must be removed before swimming due to the risk of them falling off in the water and damaging the pool filters.

### **Health and Safety**

Your child should not go swimming with any infectious condition and consent from a Doctor may be required before returning to lessons.

Your child should not come into the pool for **48 hours after sickness** and **2 weeks after suffering from diarrhoea**. For any other illness and to avoid any doubt, please wait until your doctor has given the all-clear before returning to classes.

You or your child are not permitted to enter the pool without the teachers consent.

Always change your baby on the floor using a suitable changing mat rather than a raised surface, this is to prevent babies from rolling onto the floor from high surfaces which can cause serious injury or death.

Please take all your used nappies away with you unless a clearly marked nappy bin has been provided.

No person is permitted to run on the poolside, drink alcohol prior to the lesson, eat or chew gum during the lesson.

Please shower poolside before getting into the pool, makeup and perfumes should not be worn in the pool as this deteriorates the water quality.

Photos are allowed when the teacher states and must not interfere with the lesson they may not be possible due to time restraints. You must ensure (unless explicit consent is gained from the guardian) that no other child is visible in your photo due to child protection.

Please remain sensitive to the feelings of others and always stop filming should you be asked to do so. In all instances the decision of our staff is final.

No underwater cameras or underwater recording equipment of any description may be used in a Splash Stars lesson.

### **Lost property and valuables**

Property is left at your own risk. We will not accept any liability for articles lost, damaged or stolen. Please make sure you have all your belongings with you before leaving.

Any lost property found, after two weeks, will be disposed of or donated to charity. Please note lost property such as shampoo, dummies, socks, etc will be disposed of at the end of each day.



### **Missed lessons**

We will try our best to accommodate a make up class (formerly known as a catch up) if another class is available, however, please be aware that this is not always possible. We cannot refund a lesson if you have missed one due to ill health, holiday or any other reason, this is due to our overheads remaining the same and your child's place is held in that class regardless of whether you attend or not.

A make-up class will not be allowed to be carried over to the next term, they have to be taken within the same term as the missed lesson. Prior notice **MUST** be given in order to be able to accommodate a make up class.

Please note that we require at least **24 hours notice** if you are to miss a lesson.

If you are undertaking **1-2-1 or 2-2-1** lessons, then we require at least **48 hours notice** if you are to miss a lesson.

### **Refund policy**

New customers **ONLY** – If after your third lesson you decide it isn't for you then we will refund the remaining lessons in the term, a refund will not be given for the lessons that have already taken place regardless of whether you attended them or not. The three lessons must be lessons that you have physically attended with your child rather than three consecutive weeks. If you wish to cancel before attending your third class a £25 admin charge will apply.

Existing customers who have previously attended lessons. If you change your mind for whatever reason, please contact us within 14 days after the payment is made, for a full refund, minus a minimum £25 cancellation charge. If your scheduled lessons have started within the 14 day cooling off period (whether or not you have attended them) you can contact us for a refund of all the remaining lessons of that term, minus a minimum £25 cancellation charge. A refund will not be given for the lessons that have already taken place regardless of whether you attended them or not.

### **Cancelled lessons**

In the unfortunate event that we should have to cancel a lesson for a reason beyond our control, we will endeavour to offer a make up class as we do not wish to interrupt your child's learning (in this instance Splash Stars is not responsible for any travel expenses incurred), however, sometimes it may be necessary to credit the cost of that lesson to your account to be used against any future bookings you make, this is at Splash Stars discretion and is not an automatic right.



We may from time to time change teachers, our training is second to none and we will ensure that the quality of lessons remain the same.

### **Sibling discount**

Discount is 5% for each child when two or more siblings are booked into a Splash Stars class.

### **Recommend a Friend**

Recommend our lessons to your friend and when they join us, you will get a £10 credit on your account.

You must ensure that your friend mentions your name when they book in, either in the notes section when booking online, or tells a member of staff if booking over the phone, this must be followed up in an email or we cannot process the recommendation. When it comes to re-enrolment, book in by calling the office on 01942 576049 and we will deduct your credit off your next block of lessons. This is not taken off automatically if booking via the customer portal.

### **Customer Credits**

A credit is a numerical value that is credited to your Splash Stars account and held to be used against a future booking, this has no cash value and cannot be used against other purchases.

You will be entitled to a credit should you recommend a friend and they mention your name at point of booking (please refer to Recommend a Friend above).

Credits can also be given should we have to cancel a lesson for a reason beyond our control, we will endeavor to offer a make up class as we do not wish to interrupt your child's learning, however, sometimes it may be necessary to credit the cost of that lesson to your account to be used against any future bookings you make. This is at our discretion, if the class is re-arranged and you cannot attend a make – up will be offered.

Should you wish to cancel your lessons after the 14 day cooling off period, you must notify us as soon as possible and we will offer a credit to be put onto your account to be used against any future bookings you make.

When it comes to re-enrolment, book in by calling the office on 01942 576049 and we will deduct your credit off your next block of lessons.



### **Re- enrolment**

We will notify all existing customers by email when our classes are open to enable you to re-enrol via the customer portal or website into your class of choice. Please note it is strictly on a first come first served basis and all current customers get 24 hours priority in their current class. We will then open the bookings to all our waiting list customers and beyond. Credits held on your account can only be deducted from your payment if you book in via the office by calling 01942 576049 or by emailing [info@splash-stars.co.uk](mailto:info@splash-stars.co.uk)

### **Data protection**

To book a set of swimming lessons you must register your details with us. These will include your real name, daytime phone number, email address, home address and any relevant medical conditions. Please be assured that we will not share this data with any third party other than those required to process your booking or other member of staff as required to complete their job or where we are legally required to do so.

### **Complaints procedure**

We hope you will be delighted with our service but if you are at all unhappy please follow our complaints procedure:

- Bring your concerns to the attention of your teacher in the first instance  
if this cannot be resolved -
- please email: [Nichole@splash-stars.co.uk](mailto:Nichole@splash-stars.co.uk) who will endeavor to deal with your complaint quickly and sensitively.

*These Terms and Conditions do not affect your statutory rights.*

*Our trading address is: Westgate House, 1 Westgate Avenue, Bolton, BL4 1RF.*



## Underwater Photoshoot Terms and Conditions

All customers are agreeing to these terms and conditions by booking into the Underwater Photoshoot.

### Changes to our terms and conditions

We reserve the right to make amendments to our terms and conditions at any time to reflect changes in our business or statutory obligations. If applicable these changes will be communicated to all our customers by email. Our terms and conditions and any changes can always be viewed on our website [www.splash-stars.co.uk](http://www.splash-stars.co.uk)

### Taking part in the Underwater Photoshoot

The Underwater Photoshoot is open to all our customers, however, you must have had 6 lessons before taking part in the photoshoot. We don't recommend that Shining Stars take part in the photoshoot as it is at this stage in a babies development when separation anxiety and/or the water wobbles is most prevalent and it can be upsetting for the child. It is of course only our recommendation and it is the parents final decision.

Please be realistic about the photoshoot: this is an unpredictable environment with very unpredictable subjects. Your child may look very different underwater. Please visit our website: <http://www.splash-stars.co.uk/underwater-photography/> to ensure you fully understand what will happen on the day of the photoshoot.

### The Photoshoot booking process

Our Photoshoot will be advertised on our Monthly Newsletter, Facebook page, website [www.splash-stars.co.uk](http://www.splash-stars.co.uk) and in all our classes, your teacher will speak to you about the forthcoming shoot. Please speak to your teacher to see if she/he advises you to take part in the photoshoot.

To book into the underwater photoshoot you must call the office – 01942 576049 and pay via card. The **cost of the photoshoot is £40 and is non-refundable**. All photos are an additional cost and payment is made directly to the photographer.



### **Behaviour and responsibilities**

All children attending photoshoot must be accompanied in the water by their adult carer. Both parents/siblings are able to be in the water if you choose to have a family shot. You must advise this is your wish at point of booking.

Customers are responsible for the child in their care at all times and must inform the teacher prior to the photoshoot of any concerns they have.

Customers should always behave in a civilized manner and refrain from using offensive language. Splash Stars may ask a customer to leave should their behaviour be in any way offensive or disruptive. Customers accept that contact between their child and the teacher will take place during the photoshoot.

### **Parents waiting poolside**

Pool side spectators:

We want to ensure that we can continue to have parents and spectator's poolside (where permitted). There are however a number of rules that need to be adhered to ensure that the safety of the children is not compromised.

- Parent should remain seated in the outlined area at your venue and not walk up and down the poolside, this is both distracting for the children and teachers/lifeguards/photographer.
- Parents and spectators should not interrupt or stop the photoshoot.
- Please ensure spectators are away from the pool edge and watching away from the pool area in the defined seating or viewing area, having people peering so close to the pool edge can be intimidating to both children, staff and photographer.

Customers must always follow pool procedures. Please adhere to the instructions given to you regarding car parking, entry and exit route to pools.

Customers are not permitted to arrive no more than 15 minutes before the photoshoot and leave no more than 15 minutes after the photoshoot, as a teacher may not be present and/or this may be outside of our hire times.

Car seats and push-chairs etc should not be left in the changing rooms. These may or may not be allowed in the facilities and information will be included in our terms and conditions email and depends on the individual pool facilities. There is strictly no push chairs poolside at any pool. For more information visit [www.splash-stars.co.uk/our-pools/](http://www.splash-stars.co.uk/our-pools/)

Food is strictly forbidden in the pool surrounds and changing rooms. Shoes must be taken off or overshoes worn before entering the poolside. Smoking is forbidden within any pool building or grounds. All teachers



are qualified from either the Swimming Teacher's Association (STA) or the Amateur Swimming Association (ASA).

All of our teachers are insured through either the STA or ASA and hold a lifesaving and safeguarding qualification as well as a valid DBS check. The photographer also has a valid DBS check.

Unless due to negligence by our teachers or staff, photoshoots are undertaken at entirely your own risk and any injury resulting from any trip, slip or fall or any other incident is entirely your own risk.

### **What to wear**

For our babies or children who are not yet potty trained, they must wear two nappies, an under nappy either disposable or reusable and an over nappy, we recommend Splashabout Happy Nappy, this nappy must seal around the legs and tummy, as should the child foul in the pool, this will stop the contents escaping. Children are welcome to wear swimming costumes, swim trunks, baby wetsuits and other similar garments but must still wear the 'double nappy' underneath if not fully toilet trained.

Our photographer will request such information ahead of the shoot to help identify each child, he will also request info such as hair and eye colour.

All plasters and hair clips must be removed before entering the water for the underwater photoshoot due to the risk of them falling off in the water and damaging the pool filters.

Mums – all make up should be waterproof!

### **Health and Safety**

Your child should not go swimming with any infectious condition and consent from a Doctor may be required before attending the photoshoot.

Your child should not come into the pool for **48 hours after sickness** and **2 weeks after suffering from diarrhoea**. For any other illness and to avoid any doubt, please wait until your doctor has given the all-clear before returning to classes or attending the photoshoot.

You or your child are not permitted to enter the pool without the teachers consent.

Always change your baby on the floor using a suitable changing mat rather than a raised surface, this is to prevent babies from rolling onto the floor from high surfaces which can cause serious injury or death.

Please take all your used nappies away with you unless a clearly marked nappy bin has been provided.



No person is permitted to run on the poolside, drink alcohol prior to the lesson, eat or chew gum during the photoshoot.

Please shower poolside before getting into the pool, makeup should be waterproof and perfumes should not be worn in the pool as this deteriorates the water quality. The water clarity can be detrimental in the quality of the photograph.

### **Lost property and valuables**

Property is left at your own risk. We will not accept any liability for articles lost, damaged or stolen. Please make sure you have all your belongings with you before leaving.

Any lost property found, after two weeks, will be disposed of or donated to charity. Please note lost property such as shampoo, dummies, socks, etc will be disposed of at the end of each day.

### **Refund policy**

The photoshoot fee is **strictly non-refundable** as we have committed to have the photographer on site that day and have to pay him regardless of whether all customers show up or not.

A credit will be placed on your Splash Stars account for £40 to be used for any future photoshoot should you be unable to attend on the day due to any emergency or unforeseen circumstance. We ask that you contact the office as soon as you can should this be the case on 01942 576049.

### **Cancellation**

In the unfortunate event that we should have to cancel the underwater photoshoot for a reason beyond our control, we will endeavour to re-book an alternative date as soon as possible.

### **Data protection**

To book in the underwater photoshoot you must register your details with us. These will include your real name, daytime phone number, email address. Please be aware that we will share this limited data with the photographer only so that we can process your booking as required or where we are legally required to do so.

*These Terms and Conditions do not affect your statutory rights.*

*Our trading address is: Westgate House, 1 Westgate Avenue, Bolton, BL4 1RF.*