



Ducks2Water Swim School Terms and Conditions

1. In these Terms and Conditions “I” or “We” or “Us” or “Our” refer to James Nugent or Ducks2Water as appropriate. “You” or “Your” refer to the person who made the booking or the parent or carer of the child as appropriate.
2. You and We agree that all bookings for swimming lessons whether booked online or booked in some other way are subject to these Terms and Conditions.
3. All lessons are to be paid for in advance. A place in a lesson is not confirmed until payment has been made. Any statement that We make about availability of a place is not a confirmation of that place until payment has been made. A child will not be admitted to a lesson if the fees have not been paid.
4. Payment for lessons is made by a subscription. The subscription amount is the same every month regardless of the number of lessons in any particular month. You must pay the subscription every month. If a payment is not made on the due date the booking system may make the lesson available for another person to book. It is Your responsibility to ensure that funds are available for the payment to be made on the due date. It is Your responsibility to keep your payment card details up to date in Your Ducks2Water account.
5. You must give one calendar month’s notice to terminate your subscription. To be clear: to terminate Your subscription at the end of a particular month You must give notice **prior to the first day of that month**. No credit or refund will be made for part of a month. You can terminate your Membership from within your Ducks2Water account.
6. No refund will be given for a lesson or lessons that a child does not attend for any reason including without limitation illness, being on holiday, You being unable to bring the child to the lessons.
7. If Ducks2Water cancels a lesson (for example, because the pool has to be closed or the teacher is unable to attend) Your account will be credited with the amount shown in the booking system. Currently this is £15.50. This is subject to change.
8. If a lesson cannot be held We will send an SMS message to You on the mobile number You have provided.
9. You will advise Us of any relevant information about the child including any medical conditions or individual needs the child has. We will maintain such information as strictly confidential.
10. We will store Your information in line with the UK General Data Protection Regulation. We will use Your information only to provide You with information about Your booking and forthcoming lessons. This information is also stored by our booking system provider (Udio

Systems) and our payment provider (Stripe). We will never share Your information with any other third party. The privacy policies of Udio and Stripe can be found here:

Udio: <https://www.udiosystems.com/privacy>

Stripe: <https://stripe.com/gb/privacy>

Your payment card details are only stored by Stripe. Neither Ducks2Water nor Udio Systems have access to this information.

11. You accept the requirements of the Covid Protocol as amended from time to time.
12. You will not bring to a lesson a child with an infectious illness or condition including without limitation ear infection, diarrhoea, chicken pox, impetigo, conjunctivitis or bad cold.
13. You will not allow the child to enter the pool until the teacher advises. You are responsible for the good behaviour of the child. If We judge that the child's behaviour is disruptive to other children We will ask You to remove the child from the lesson or part of the lesson as We judge to be appropriate. No refund or credit will be given for such exclusion.
14. You must not take photographs or video of the child when the lesson is a group lesson. In a One-to-One lesson you may take photographs or video after discussing this with the teacher. This can also apply in Duo or Trio lessons where the children are in the same family.
15. We may arrange photography (including video) of the lessons but we will only use such material if you have signed a Consent Form. If You give consent You can later withdraw that consent by informing us in writing.
16. You are fully and solely responsible for Your and the child's property. We do not accept responsibility for any lost property.
17. You agree to park Your car according to the parking plan shown in the event attachments. You will be considerate of other car users. We do not accept any responsibility for the security of Your car or its contents.
18. We will make all reasonable efforts to ensure that the condition of the pool premises including the changing rooms, washing facilities, the pool and poolside area are in a suitable condition however We do not accept any liability for any injury to You or the child which may be caused by any defect. Any claims arising from such a defect must be addressed to the pool proprietors, whose contact details are available on request.
19. We have the right to change these Terms and Conditions. If We change them during a course We will advise You by email to the email address of the person who made the booking. If You have made a previous booking and later make a new booking, you should read the Terms and Conditions in case they have been updated since your previous booking.