



Kingfisher Activities Terms & Conditions- April 2024

Teaching Policies, Procedures and Parental Responsibilities

- 1.1 Kingfisher Swim School's swimming teachers are Swim England level 2 qualified and have current enhanced disclosure checks before being allowed to teach.
- 1.2 Teachers will take responsibility for swimmers during their swimming lessons, but parents /guardians must remain on site so that, if required, the parent/guardian can deal with toilet breaks or any behavioural issues. Kingfisher Swim School staff will not take swimmers to the toilet.
- 1.3 Parents/guardians of swimmers must remain on the premises whilst the swimmer attends their swimming lessons. This is imperative in case of the unlikely event of a medical emergency, building evacuation or other emergency situation.
- 1.4 Parents/guardians must never distract the teacher during a lesson and should direct all communication to the teacher after the lesson. If this is not appropriate, please contact Kingfisher Activities via email, and someone will respond as soon as possible.
- 1.5 Please arrive 5 minutes before your child's lesson is due to begin.
- 1.6 Swimmers can be refused entry to the lesson if they are more than 5 minutes late for a class, as it disrupts the lesson for the other swimmers.

Changing Facilities

- 2.1 At Harcombe House, there are very limited changing facilities. There is 1 lockable male changing room and 1 lockable female changing room. We therefore recommend that swimmers arrive at lessons "pool ready".
- 2.2 There is 1 lockable unisex toilet and 1 poolside shower available to customers.
- 2.3 All swimmers must remain supervised at all times whilst in the changing rooms, toilets and when poolside.
- 2.4 Please remove outdoor shoes and place them in the free lockers by the entrance to the pool.

Illness

- 3.1 If you, your child, or a member of your household is unwell, please do not attend the lesson.
- 3.2 You do not need to notify us of your child's absence. If you would like to do this, it can be done via the Parent Portal.

Learn to Swim Programme

- 4.1 Our 'Learn to Swim' programme classes are held over a 30-minute timeslot which includes time to take registers.
- 4.2 Swimmer-to-teacher ratios have been developed in line with Swim England guidelines. Our ratios do not include our teaching assistants as they are not qualified teachers. As a norm, our internal standard is one teacher to 6 swimmers. We reserve the right to extend this in exceptional circumstances.

4.3 Teaching assistants might be used in class to aid our teachers in delivering our programme. Where teaching assistants have been supporting in lessons, we reserve the right to remove this support at any time. As part of our teaching assistant development pathway, teaching assistants will be regularly rotated around our teachers and placed where operationally required.

4.4 Kingfisher Swim School reserves the right to combine classes at short notice if necessary.

Swimming Lessons; Dress-Code

5.1 All children should wear appropriate clothing; swimming costumes and trunks. These should be tight fitting to reduce drag in the water.

5.2 Additional layers such as swim tops and wetsuits are allowed providing they do not hinder the swimmer's ability in the water.

5.3 Goggles and swimming hats are optional, but they are recommended.

5.4 No jewellery to be worn during the swimming lessons. This includes necklaces, earrings, watches etc. Religious items may be worn providing they are not a hazard to the individual swimmer or other swimmers in the class.

Individual Swimmers Progression

6.1 All swimmers in our Learn to Swim programmes are working towards the Swim England Learn to Swim Framework with set assessment items per level.

6.2 Joining pupils will be assessed during their first lesson and may be moved into an appropriate class if it is deemed necessary.

6.3 Teachers continually assess all swimmers' progression throughout the term using our poolside Tablets.

6.4 Progression of all swimmers will be at the teacher's judgment and per the progression within the criteria of Learn to Swim Framework alongside professional judgment.

6.5 Swimmers will be moved up to the next class when they meet the required skills and if there is adequate room in the next level.

6.6 Upon completion of a level, the parent/guardian will be contacted explaining that the child is ready to move to the next level.

6.7 Due to the continuous progressive nature of our programme, and the variety of ability levels within each session, we cannot guarantee a specific time slot on progression, as a space within the next level may not always be immediately available.

Swimming Lesson Payment

7.1 All fees for swimming lessons must be paid in advance of the lessons.

7.2 All fees are non-refundable.

7.3 Fees for lessons are taken, on average, 1 month in advance of the term starting. Fees will be charged to the on-file card you have entered into the Parent Portal and will cover all lessons in the term ahead. If there are five lessons in the term, you will be charged five lessons. If there are six lessons in the term, you will be charged for six lessons.

7.5 If you want to cancel your child's swimming lessons, you can do this via email. Please note that if you intend to cancel, it is best to do this before the next month's payment is taken from your account and we request 1 month advance notice to be given.

7.6 Your card details are securely stored by our card processor to be used for future payments. Please contact us if you would like to delete your card details.

7.7 All communication will be with the person making the booking who accepts the terms and conditions on behalf of each swimmer.

7.8 Payments can be monitored and paid through your Parent Portal.

7.9 Kingfisher Swim School reserves the right to change the price of swimming lessons at any time. Customers will be notified in writing with at least 10 working days' notice of any change.

7.10 While our standard policy requires a one month notice for termination or cancellation, Kingfisher Swim School reserves the right, at our sole discretion, to waive this notice period under specific circumstances.

Such a waiver does not constitute a modification of our standard policy for future cases unless explicitly stated in writing. We also reserve the right to enforce or waive the notice period on a case-by-case basis without establishing a precedent.

7.11 Kingfisher Swim School reserves the right, at our sole discretion, to refuse service to any individual or entity, or to terminate existing customer relationships, for any reason, including **but not limited to**:

- Violation of these Terms and Conditions
- Abusive, threatening, or inappropriate behaviour towards staff, other customers, or representatives of the business
- Fraudulent, illegal, or unethical conduct
- Misuse of our products, services, or platform
- Any activity that may harm or disrupt our operations, reputation, or customer experience

Such termination may occur with or without prior notice and may include cancellation of any ongoing services or access to our premises or social media and members hub. Any remaining obligations or payments due up to the date of termination will remain the responsibility of the customer.

Changing/ Moving Lessons

8.1 You may request a change of time, day or teachers and we will try to accommodate your request, provided a space is available.

8.2 Swimming ability and speed of progression will vary depending upon the swimmer.

8.3 Children's swimming lessons are generally divided into ability. Kingfisher Swim School do not guarantee that siblings and friends will be in the same class or swimming at the same time.

Pool Closure and Cancelled Swimming Lessons

9.1 In the event of a pool closure we will make every attempt to contact our customers as soon as possible. Please monitor emails as they may be sent to 'Junk' and follow us on social media channels- Facebook and Instagram

9.2 If a lesson or lessons, are unable to take place on the planned date (s) due to, for example; pool pump failure, incorrect chlorine levels, faeces in the pool, where possible, a catch up lesson (s) will be offered in it's/ their place. If you are unable to make the catch up lesson (s), unfortunately a refund will not be issued.

9.4 Kingfisher Swim School reserves the right to cancel classes should numbers fall below our minimum numbers per group (50% of class capacity). If this happens you will be offered an alternative lesson of the same level.

Missed Lessons

10.1 Lesson fees are non-refundable where the pupil has either missed lessons or decided to withdraw from the programme altogether prior to the end of your paid period/ without 1 months advance notice.

10.2 Lessons run termly throughout the academic year with the exception of pool closure/lesson cancellation mentioned above.

10.3 In exceptional circumstances, Kingfisher Swim School may exercise discretion on refunds/credits but this would only be on production of a medical certificate or documentation from a medical centre, hospital or GP.

Changing Teacher

11.1 We will use reasonable endeavours to provide the same teacher for each lesson within a course. However, relief teachers may be used without prior notification.

11.2 We reserve the right to appoint a new teacher at any time and may, at times, need to provide an alternative teacher for a class or classes due to illness or for any other unforeseen circumstances.

11.3 In the event a teacher is away for a long period of time, we will try to keep the same cover teacher for the time period where possible.

11.4 If a teacher is absent, Kingfisher Swim School reserves the right to join classes together if appropriate and safe according to Swim England guidelines. We would always try to arrange a replacement teacher immediately however, if this is not manageable, we would put the classes together in order to avoid cancellation. This would be an extremely rare occurrence as additional teachers are usually available to cover any such eventualities.

Communication

12.1 We like to encourage communication and welcome issues to be raised with our team. If it is not appropriate to talk to the teacher on the day, please do contact us via email info@kingfisheractivities.co.uk

12.2 All parents/guardians are required to supply us with a valid e-mail address for quick communication purposes. This is essential so that we can inform you when your child is ready to move up a level.

12.3 At Kingfisher Swim School, our goal is to ensure equitable and respectful treatment for all customers in an efficient manner. We anticipate that our customers will reciprocate this respect to our teachers, teaching assistants, office team, partner organisations, and any other representatives. We retain the right to terminate engagement with any client who fails to meet our expectations, and no refund will be provided in such cases.

Poolside

13.1 Parents/guardians are permitted on poolside.

13.2 It is difficult for the teaching team to gain full attention from the swimmers if they are distracted; progress can be affected if children are not fully able to concentrate.

13.3 No mobile phones or cameras are permitted in the changing facilities. Photography of lessons without the consent of your child's teacher is prohibited for child protection reasons. If you would like a picture of your child in lessons, please ask your child's teacher. They will be able to ensure no other swimmers are in the image and advise on a suitable time to capture it. Our teachers reserve the right to decline your request.

Behaviour and Conduct

14.1 Parents accept that their child is under the supervision, control, and care of the teacher, during the lesson period. Should the child's behaviour be unsatisfactory and the class is being disrupted, the teacher has the right to remove the pupil from the class.

14.2 The teacher may employ reasonable measures as are necessary to maintain the smooth delivery of the class. We reserve the right to request that your child should be removed from classes should they persistently disrupt or are seen to be putting themselves or anyone else at risk during the class. If a child is removed under these circumstances and suitable alternative arrangements cannot be made, no refund will be provided.

14.3 At Kingfisher Swim School we take the act of bullying very seriously. Bullying can be defined as -"The repetitive, intentional hurting of one person or group by another person or group, where the relationship involves an imbalance of power. It can happen face to face or online"

14.4 At Kingfisher Swim School, we recognise that many children may experience conflict in their relationships with other children and young people and as a swim school we are committed to developing empathy and the skills to manage relationships in a peaceful way that does not harm others. Bullying is unacceptable. Our swim school will respond promptly and effectively to reported incidents of bullying- please see our anti bullying policy for more information and details.

14.5 At Kingfisher Swim School within our community: • Everybody has the right to be treated with respect. •Everybody has the right to feel happy and safe. • No-one deserves to be a target of bullying. • Swimmers who bully need to learn different ways of behaving.

Animals

15.1 No Animals other than registered assistance dogs allowed on the premises at Harcombe House.

Belongings and Property

16. 1 Any property or equipment left at the premises is left at the owner's risk. Kingfisher swim School and Harcombe House cannot be held responsible for items lost or damaged in or on the property.

16. 2 Any items inadvertently left behind at Harcombe House after the event or without prior arrangement, will only be kept in for 14 days, after which Harcombe House reserve the right to dispose of such items. If there is a cost associated with storage or disposal of such items, you will be asked to reimburse Kingfisher Swim School for such costs.

Car Parking

17.1 Space can, at times, be limited at Harcombe House. Parking is free and cars from Kingfisher Swim School should park at the bottom large car park and not at the top area by the main building.

17. 2 If customers from Kingfisher Swim School are found to be parking in front of the main building, Harcombe House reserve the right to cancel the facilities hire agreement. Kingfisher Swim School reserve the right to terminate your membership, should you be found to be parking in the incorrect car park.

17. 3 Harcombe House have other users and occupiers of the premises and they are also able to use the car parking space that is available. Car parking space is not reserved for Kingfisher Swim School.

17.4 If you have a disability, please contact us and we will inform you about disabled parking facilities.

Food and Beverages

18. 1 Harcombe House does not permit the consumption of personal food or drink on the premises.

Smoking

19. 1 Harcombe House operate a no smoking policy in the premises