

tmactive Swim School Terms & Conditions

You should take time to read and understand the following terms and conditions.

Teaching Policies, Procedures & Parental Responsibilities

- All tmactive Swimming Teachers are Swim England/STA qualified and have the relevant DBS checks before they are allowed to teach.
- Swimming Teachers will take responsibility for pupils during their swimming lessons. However, parents/guardians are required to remain nearby (poolside viewing or designated viewing gallery) so that if required the parent / guardian can deal with toilet breaks or any behavioural issues. tmactive staff will NOT take pupils to the toilet.
- It is imperative that parents/guardians must remain on the premises whilst the pupil is attending their swimming lessons, in case of a medical emergency, building evacuation or other emergency. It is the parent/guardian's responsibility to supervise/watch their child get to and from their teaching station ensuring a prompt pick up at the end of the lesson. Pupils must be collected promptly at the end of the lesson.
- Parents/guardians must never distract the teacher during a lesson and should direct all communication through Reception or the Swim School Coordinator (if available). Parents/guardians should not speak with a teacher during the period that lessons are in progress as it is dangerous and will distract the teacher from the supervision of the pupils in their lesson.
- Pupils 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 pupils.
- It is strongly recommended that children wear their hats to lessons and/or long hair is tied up properly, so as to not hamper progression. This may not be suitable for those with some medical conditions.

Pupil Illness

- If your child is unwell, we recommend that you do not bring them to their swimming lesson.
- If your child has been ill with diarrhoea, they should not attend their lesson. To protect others, they should not swim for at least a week after it has completely cleared up.

Swimming Lesson Programme

- The majority of our Learn to Swim Programme classes are held over a 30-minute timeslot (some advanced and adult classes might be 45 or 60) which includes time to take registers and assessments.

- Pupil to Teacher ratios are developed in line with Swim England Guidelines.
- Inactive reserves the right to combine classes at short notice if necessary, under the safe supervision guidelines for swimming lessons.

Swimming Lesson Dress Code & Hygiene

- All children should wear appropriate fitting costumes/trunks and shorts specifically designed for swimming. Baggy costumes/trunks can hamper movement.
- No jewellery should be worn during a swimming lesson. Religious or medical bracelets are allowed but should not distract the swimmer from their lesson.
- The use of goggles is permitted but pupils will be asked to remove them if they are a distraction and when performing certain skills (unless there is a medical reason for goggles to be worn). We recommend the use of diopter corrective goggles for anyone with a visual impairment.
- All swimmers should shower before their lesson. Please ensure that all hair gel/body lotions etc are removed. This will help to keep the water clean. Make sure your child uses the toilet before the lesson commences. Please ensure your child showers after the lesson.

Pupil Progression

- All pupils on the Learn to Swim Programme work towards the Swim England Learn to Swim Framework.
- Swimming Teachers continually assess all pupils' progression.
- Progression of all pupils will be at the judgment of the Swimming Teacher and in accordance with the progression within the criteria of the Swim England Learn to Swim framework.
- Pupils will be moved up to the next class when they meet the skills criteria required and if there is adequate room in the next Stage class.
- Upon completion of a Stage, the parent/guardian will be contacted explaining that the child is ready to move up to the next Stage via email/phone. Where Home Portal is available, parents can login and make the required movement.
- A valid email address is required to access Home Portal movements and assessments.
- 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 Stage may not always be immediately available. Those waiting for spaces will be kept in their current Stage until a place becomes available.

Swimming Lesson Payment

- All fees for swimming lessons must be paid in advance of the lessons.
- Direct Debit payments are taken on 28th of each month.
- New joiners taking the Direct Debit option will pay a pro-rata payment for any lessons which take place prior to the first Direct Debit being taken and a registration fee.

- One clear calendar's months' notice of the Direct Debit/15 week sessions is required via courses@tmactive.co.uk for the cancellation of lessons.
- Failure to provide the full notice period to cancel your swim school when on Direct Debit may result in tmactive taking recovery action for the outstanding payment.
- tmactive reserves the right to change the price of swimming lessons at any time. Direct Debit customers will be notified in writing with at least 10 working days' notice of any change.
- For any failed Direct Debits, tmactive reserves the right to restrict access to the lessons until a suitable payment has been made for the missed Direct Debit payment. Under these circumstances tmactive will not guarantee the same space on the existing lesson.
- Direct Debit payments include one lesson per week at the agreed Stage of lessons for the monthly Direct Debit subscription, 4 free swims a month and a Priority Card.
- The monthly Direct Debit subscription remains the same for each calendar month, regardless of the number of lessons that are delivered during the month. i.e. some months there will be five lessons, while most months there will be four. During December there will be two or three lessons depending on the cycle of the year. Over a 12-month period, with 12 equal Direct Debit payments a total of 45 swimming lessons will be available to attend*. (* unless a lesson has been cancelled - please see section H below). Where payment is not made by Direct Debit, all lessons must be paid in advance and pupils will be removed from classes once advance payment has expired.

Changing & Moving Lesson

- You may request a change of time, day or Swimming Teacher and we will try to accommodate your request, provided a space is available. If you cannot be accommodated at that time your child will be added to the movements list and you will be able to make movements through Home Portal when a space becomes available.
- Swimming ability and speed of progression will vary depending upon the swimmer.

Pool Closure & Cancelled Swimming Lessons

- In the event of a pool closure we will make every attempt to contact our customers as soon as possible. Contact will be via email/phone.
- In the event of a planned pool closure wherever possible you be offered an alternative class to accommodate your lesson.
- tmactive 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, subject to availability.
- If a pool closure is likely to affect swimming lessons in the long term, every effort will be made to offer space at another tmactive swimming pool within the area.

Missed Lessons

- Lesson fees are non-refundable where the pupil has either missed lessons or decided to withdraw from the programme altogether.
- Lessons run consecutively, the lesson credits will be utilised as each lesson takes place regardless of pupil attendance (with the exception of pool closure/lesson cancellation).
- In exceptional circumstances management may exercise discretion on refunds or credit notes but this would only be on production of a medical certificate or documentation from a medical centre, hospital or GP.

Changing Teacher

- We will use reasonable endeavours to provide the same instructor for each lesson within a course. However, relief instructors may be used without prior notification.
- 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.
- 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.
- If a teacher is absent, the Centre reserves the right to join classes together if considered appropriate and safe according to Swim England guidelines. We would always try to put a replacement teacher in place immediately however, if this is not manageable, we would put the classes together in order to avoid the cancellation. This would be an extremely rare occurrence as additional teachers are usually available to cover any such eventualities.

Communication

- We like to encourage communication and welcome issues to be raised with our staff.
- The Duty Management Team will be the people to resolve any poolside issues. Any problems or issues should be conveyed through them.
- Questions regarding the progression of pupils should be directed towards the reception staff who will be able to pass on the message to the relevant member of staff, who will then contact you to discuss the pupil. Please ask to fill in a Swim School enquiry card.
- All parents/guardians are required to supply us with a valid email address and contact/mobile number for quick communication purposes. This is essential so that we can inform you when your child is ready to move up a Stage of lessons or for any cancellations.

Viewing

- Parents/guardians are not permitted on poolside but must sit in the pool viewing areas. Where pool viewing is on poolside, parents must not interfere with the lessons or distract the Swimming Teachers.
- We do ask that all spectators remain in the seating area in order to prevent any unnecessary distractions for the teachers. Our changing rooms and

poolside are a 'Shoe Free Zone' and all footwear is to be removed and/or wearing shoe covers when provided.

- It is difficult for the teaching staff to gain full attention from their pupils if they are being distracted; progress can be affected if children are not fully able to concentrate.
- No photography or filming is permitted on poolside or in the changing area without the prior approval from the Centre Management.

Behaviour & Conduct

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

Changes to Terms & Conditions – tactive reserves the right to amend these Terms & Conditions. Reasonable notice will be provided to any changes and customers will be made aware of any changes. tactive Swim School Terms & Conditions 2019.