



## TERMS & CONDITIONS

### Teaching Policies, Procedures and Parental Responsibilities

- All Qualified AJ Swimming Teachers are Swim Scotland/STA qualified and have the relevant PVG checks before they can teach.
- Some Aj Swimming staff are trained and qualified as Pool Lifeguards in case of any medical situations arising
- There will be Junior teachers assisting our qualified teachers in certain lessons to aid their training and development.
- Qualified and Junior Teachers will be available for 1-2-1 & 1-2-2 private tuition
- Parents/guardians must remain near by the premises whilst the pupil is attending their swimming lessons. This is imperative in case of the unlikely event 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 the AJ Swimming Facebook page, or AJ swimming email or the Head Teacher on poolside (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.

## 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 2 weeks after it has completely cleared up.

## Swimming Lesson Programme

- Due to Co-Vid restrictions currently the ratios are as follows to coincide with guidance - Gardyne, Penguin - Frogs 1-4, Seals 1 - 6, Octopus 1 - 10, Carnoustie All classes are 1 - 4 except octopus class 1 - 10. Below are the ratios Pre Co-Vid and we hope to return to this as soon as restrictions ease
- All our 'learn to swim' programme classes are held over a 30-minute which includes time to take registers and assessments.
- Pupil to Teacher ratios are 1 - 8 at Starfish, 1-4 at Penguin, Otter & Frog Stages, 1 - 6 at Seal Stage and 1 - 10 at Octopus Stage
- AJ Swimming reserves the right to combine classes as short notice if necessary.

## 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 (except for pool closure/lesson cancellation).
- Missed lessons for weekly payers will still be charged
- 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.

## 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 essential
- Make sure your child uses the toilet before the lesson commences.
- Swimming Caps for those who have long hair is essential

## Swimming Lesson Payment

- All fees for swimming lessons must be paid in advance of the lessons unless agreed otherwise by the financial team.
- AJ Swimming preferred method of payment is Bank Transfer but cash at poolside will also be accepted.
- Weekly payments are available only after agreed by the finance team.
- AJ Swimming reserves the right to change the price of swimming lessons at any time.

## Lesson Fees

- Course fees for group lessons or Private (1:1 or 1:2) vary.
- Group Lessons Cost £10 per 30 minutes
- 1-2-1 Lessons Cost £18 per 30 minutes.
- 1-2-2 Lessons Cost £27 per £30 minutes.
- Top - Up Lessons Cost £4 Per Lesson, these lessons are only available if swimmer has booked in for either a 1-2-1, 1-2-2 or a group block and paid in full. There are no 1-2-1 slots available for a top up lesson. (THESE ARE NOT AVAILABLE CURRENTLY)
- All fees must be paid in advance of the start date of a course (please refer to invoice). Swimmers will not be allowed to participate in any swimming lessons until the fees are paid in full. Fees may be paid in accordance with the terms as discussed with the finance team via email.

### **Changing and 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.
- Swimming ability and speed of progression will vary depending upon the swimmer.

### **Pool Closure and 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 via e-mail/phone and Facebook page.
- Customers paying for swimming lessons will be provided with a catch-up lesson to replace the missed session. In the event catch up lessons are not available a credit note will be provided for a future block to the value of any missed lessons
- AJ Swimming 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.

### **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, AJ Swimming reserves the right to join classes together if considered appropriate and safe according to Scottish Swimming 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 teacher are usually available to cover any such eventualities.

## Communication

- All communication should be done via an AJ Swimming portal, i.e. AJ Swimming Facebook page, ajswimming.com emails or conversations on poolside.
- If any communication is done through a private portal AJ Swimming will not be held responsible for its contents.
- If any communication is done through a private portal and a dispute arises regarding progression, payment, class movements or any swimming related issue AJ Swimming will not be responsible for or have any knowledge of its contents.
- 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 duty management staff that will be able to pass on the message to the relevant member of staff, who will then contact you to discuss the pupil.
- 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 Stage of lessons or for any cancellations.
- All pupils on the 'learn to swim' programme work towards the "AJ Swim Way"
- Swimming Teachers continually assess all pupils' progression throughout the term.
- Progression of all pupils will be at the judgment of the Head swimming teacher and in accordance with the progression within the criteria of the "AJ Swim Way Pathway"
- 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 for movement to the next Stage.
- 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 an AJ |swimming communication source
- 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.

## Viewing

- **With current Co-Vid restriction no parents will be allowed on poolside for viewing. Below is Pre Co-Vid Guidance and we hope to get back to these as soon as restrictions allow.**
- Parents/guardians are permitted on poolside at Carnoustie High Swimming pool, but must sit as close to the shallow end of the pool as possible. Parents must not interfere with the lessons or distract the swimming teachers.
- Parents/guardians are NOT permitted on poolside at Dundee and Angus College Swimming pool and must sit in the designated viewing areas. 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 and make every effort to ensure that all footwear is clean, 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 AJ Swimming staff.

## 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 alternatives arrangements cannot be made, no refund will be provided.
- If a swim school pupil causes the cancellation of a swim school session or individual class, we reserve the right to apply a penalty for loss of income for this activity.
- This will be administered and applied at AJ Swimming's management discretion.
- In the event of a swimmer, parent, guardian, sibling or other associate refusing to obey an instruction from a member of staff, behaving in an unruly manner towards a member of staff or any other person, or causing damage to pool premises or any of the furniture fixtures or equipment in those premises, the swimmer shall not be permitted to continue with the lessons. AJ Swimming Ltd shall then have the right to terminate the contract without further notice and without being required to offer any credit or refund to the swimmer and the swimmer shall not be accepted for any future course organised by either company.

## **Medical Conditions and Individual Needs**

- AJ Swimming cannot accept responsibility for the medical condition or other needs of any swimmer unless a full disclosure of the details has been made to the office by the swimmer or the parent or guardian of a swimmer when first registering the swimmer for lessons, or following any medical condition being confirmed during a course of lessons after the swimmer has been accepted for tuition.

## **Valuables**

- AJ Swimming will not accept liability for the loss of or damage to any personal effects brought to any session and you are therefore requested to ensure that no valuable items are brought to the swimming lessons.

## **Attendance**

- Swimmers, parents, guardians, siblings or all other associates, must observe the venue's entry rules and respect all other venue rules whilst in the venue. Facility staff shall retain the right to refuse admission. It is imperative that swimmers are on poolside no more than 5 minutes before the commencement of each lesson and (in the case of child swimmers) should be collected from the pool no more than 5 minutes after the lesson has ended. Swimmers will remain with the teachers until they are collected by an appointed responsible adult. The responsible adult must remain near by the venue premises for the duration of the lesson. No refund or "catch-up lesson" will be offered by either company where a child fails to attend or is refused permission to attend any sessions, unless prior agreement has been reached with head office.

## **Condition of pool premises**

- Whilst AJ Swimming 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 suitable condition, they do not accept liability for any injury to a swimmer which may be caused by any defect and further advise that any claim arising from such a defect must be addressed to the proprietors of the pool premises.

## **Transmission of Infections**

- Any swimmer known to be or found to be suffering from any infectious ailment or condition will not be allowed to participate in the lesson and it is the responsibility of each swimmer or (in the case of a child swimmer) the parent or guardian of the swimmer to ensure that the swimmer is fit and well enough to participate. AJ Swimming will not accept liability for any infection passed to a swimmer by another swimmer on the course or in the pool.

## **Rules and Regulations**

- Children aged 8 years and above should get changed in the correct sexed changing rooms.
- Swimmers should wear bathing caps, for reasons of hygiene & safety in health clubs where it is mandatory to do so.
- No swimmer should enter the Pool Area without a member of AJ Swimming Ltd staff being already present.
- There must be no food or drink in any of the pool facilities.
- Swimmers, siblings, parents and guardians are expected to observe the club's no smoking policy.
- No outdoor shoes are to be worn on poolside. This clause is in accordance with the club's own health & safety policy which allows for no exceptions.
- There must be no recording, filming or photographic equipment including mobile phones with camera facilities used in the club without prior agreement by AJ Swimming Staff This is in accordance with club and child protection rules. Please refer to Scottish Swimming Child Protection Guidelines available on request.

AJ Swimming and the pool owners cannot accept any responsibility for any incident that was the sole responsibility of the swimming teacher in charge of the class or lesson in which the incident occurred. Full liability, in such cases, is with the teacher delivering the lesson.

By agreeing to a course with the company you agree to the Terms and Conditions laid out above.