

Tidal Swim Club: Terms and Conditions



T I D A L S W I M C L U B

SWIM TO NEW HORIZONS MASTER THE ADVENTURE

1. Acceptance of Terms

By enrolling in Tidal Swim Club, you agree to abide by the terms and conditions below. These terms apply to all participants in the swimming lessons provided by the Club, including parents or guardians of minors.

2. Payment

- **Lesson Fees:** Payment for swimming lessons is due before the term or lesson.
- **Payment Method:** We accept direct debit payments to the Tidal Swim Club bank account. Details for direct debit payments will be provided at the time of enrolment.
- **Cancellation of Lessons:** A minimum of **1 month's notice** is required for any cancellation of lessons. If you cancel within 1 month of the scheduled lesson or term, you remain liable for payment for the remaining lessons in that term.

3. Cancellation Policy

- **By the Participant:** You may cancel your enrolment at any time by providing **1 month's written notice** to the Club. Cancellations made with less than 1 month's notice will result in the forfeiture of payment for any remaining lessons.
- **By the Club:** The Club reserves the right to cancel any lesson due to unforeseen circumstances (e.g., pool closures, teacher illness, or safety concerns). In such cases, we will attempt to reschedule the lesson as soon as possible. If rescheduling is not possible, a full refund will be issued for the cancelled lesson.

4. Missed Lessons

- **Non-Transferable:** Lessons missed by a participant cannot be made up, and no refund or credit will be provided for missed lessons.
- **Planned Absences:** We encourage parents to inform us in advance if a swimmer will be absent for any reason, although missed lessons are non-refundable.

5. Safety and Supervision

- **Supervision:** Swimmers will be supervised by a qualified instructor during all lessons, with an additional supervisor present on the poolside.
- **Parental Responsibility:** Parents or guardians are required to remain on the premises during their child's lesson. For children under the age of 16, parents should be present at the poolside for the last 5 minutes of the lesson to collect their child.
- **Appropriate Swimwear:** All swimmers are required to wear appropriate and safe swimwear during lessons. The Club reserves the right to refuse participation to any swimmer in unsuitable or inappropriate swimwear.
- **Health Information:** Swimmers with medical conditions or disabilities must inform the Club in writing before attending their first lesson. This ensures we can make necessary accommodations for their safety and well-being during the lesson.

6. Liability

- **General Liability:** The Club takes all reasonable precautions to ensure the safety of swimmers during lessons. However, the Club cannot be held liable for any personal injury, loss, or damage sustained during swimming lessons, except where such injury or loss is caused by the Club's negligence or failure to comply with applicable safety standards.
- **Insurance:** The Club recommends that all swimmers have appropriate personal accident insurance for swimming-related activities.
- **After Lesson Care:** The Club is not responsible for any accidents or injuries that occur after the swimmer has completed their lesson and exited the poolside to enter the changing rooms.

7. Refund Policy

- **Non-Refundable Policy:** Due to the nature of swimming lessons and limited class availability, we are unable to offer refunds for missed lessons or cancellations except in exceptional circumstances, such as:
 - **Emergency Situations:** If you experience a family emergency that affects your ability to attend lessons, we may offer a credit towards a future lesson or term. Please contact us as soon as possible to request a credit or reschedule.
 - **Inability to Attend:** In cases where a swimmer cannot attend lessons due to long-term illness, we may provide credit for future lessons, subject to providing appropriate medical evidence.

8. Complaints Procedure

We are committed to providing a high standard of service and ensuring all members have a positive experience. We encourage you to bring any complaints or concerns to our attention.

- **How to Make a Complaint:**
 - In-person: Speak to a staff member at the pool.
 - By email: Send your complaint to info@tidalswimclub.co.uk.
- **Our Commitment:**
 - We will acknowledge receipt of your complaint within 5 business days.
 - We will conduct a fair and thorough investigation of your complaint.
 - You will be kept informed of the progress of the investigation.
 - We aim to provide a proposed resolution within 14 business days of receiving your complaint.
 - If you are unsatisfied with the proposed resolution, we will discuss it further.
- **Confidentiality:**

All complaints will be treated with strict confidentiality. We value feedback and use it to improve our services.

9. Changes to Terms and Conditions

The Club reserves the right to amend or update these terms and conditions at any time. Any changes will be communicated to members via our website or email. Please refer to the website regularly to stay informed of any updates.

10. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of the United Kingdom. Any disputes that arise under these terms will be subject to the exclusive jurisdiction of the courts of the United Kingdom.

Summary of Key Changes:

1. **Clarity and Structure:** Reorganised sections for clearer navigation.
2. **Legal Formalities:** Ensured language aligns with UK consumer law and typical service agreements.
3. **Safety and Supervision:** Clarified responsibility for parents and added more detail on swimwear and medical disclosures.
4. **Refund Policy:** Emphasised exceptional circumstances for refunds or credits and included reference to medical evidence for long-term illness.
5. **Complaint Procedure:** Enhanced transparency in the complaints process with defined timescales and commitment to resolution.