



TIDAL SWIM CLUB

TERMS AND CONDITIONS

Version 2.0 | Effective 5 August 2026

Legal entity	Tidal Swim Club Ltd
Company number	16201407
Registered office	14 Harvest Drive, Bognor Regis, PO21 3FQ
Primary contact	info@tidalswimclub.co.uk 07594 970584

Important

These Terms and Conditions form part of the contract for lessons and must be read with the booking confirmation, current price information, Code of Conduct, Safeguarding Policy, Privacy Notice and relevant venue rules. Parents and guardians must review and accept the current version through the Parent Portal before lessons begin.

This document replaces all earlier versions from its effective date. It does not remove or restrict any statutory consumer, safeguarding or data-protection rights.



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How to read this document

Specific details in the booking confirmation - including the swimmer, class, day, time, venue, lesson duration, fee and payment plan - apply alongside these general Terms. If there is a genuine conflict, statutory law takes priority, followed by the booking confirmation for the specific booking, then these Terms and the referenced policies.

1. About these Terms and the Contract

1.1 These Terms and Conditions govern the provision of swimming lessons and related services by Tidal Swim Club Ltd, company number 16201407 ("Tidal Swim Club", "Tidal", "we", "us" or "our").

1.2 The contract is between Tidal Swim Club and the adult who makes or accepts the booking. That adult confirms that they have parental responsibility for the child, or the authority of a person with parental responsibility, and accepts responsibility for compliance with the contract and payment of all fees.

1.3 A contract is formed only when Tidal confirms the booking in writing and the required Parent Portal acceptance and initial payment have been completed. Submitting an enquiry, joining a waiting list or starting registration does not itself guarantee a place.

1.4 The contract comprises the booking confirmation, these Terms, the current price information provided before booking, the Code of Conduct, Safeguarding Policy, Privacy Notice and any venue rules provided or made reasonably available before attendance. Safety instructions issued at a venue apply immediately.

1.5 Nothing in these Terms excludes or restricts any right or remedy that cannot lawfully be excluded, including the right to receive services performed with reasonable care and skill.



2. Definitions

Account Holder: the adult responsible for the booking, Parent Portal account and payment.

Parent or Guardian: the Account Holder and any adult with parental responsibility or authorised care of the Participant.

Participant or Swimmer: the person enrolled in a lesson or activity.

Lesson: a scheduled swimming lesson, assessment or activity provided by or on behalf of Tidal.

Parent Portal: Tidal's online system for registration, acceptance, medical information, payment and communications.

Writing: email, an approved Parent Portal form or another written method expressly accepted by Tidal. Social-media messages and verbal discussions do not constitute formal cancellation notice unless Tidal confirms otherwise in writing.

Working Day: Monday to Friday, excluding public holidays in England.

Venue: the school, pool or other facility at which a Lesson takes place.

3. Enrolment, Eligibility and Class Placement

3.1 Registration must be completed within 14 calendar days of Tidal offering a place, unless a written extension is agreed. If registration, acceptance or payment is not completed by the deadline, Tidal may release the place without further obligation.

3.2 The minimum age for each programme is stated in the booking information. The standard minimum age for children's lessons is 2 years unless the particular programme states otherwise.

3.3 Class placement is based on information provided by the Parent or Guardian and Tidal's professional assessment of age, ability, confidence, safety and support needs. Tidal may assess the Participant before or during lessons and may move the Participant to a more suitable class, subject to availability.

3.4 A place is personal to the Participant and must not be transferred, shared or substituted without Tidal's prior written approval.

3.5 Tidal may refuse or defer enrolment on reasonable, lawful and non-discriminatory grounds, including where information is incomplete, fees are outstanding, appropriate support cannot yet be arranged or a risk assessment is required.

3.6 A waiting-list position does not guarantee a place or a particular start date, instructor, class, venue or timetable.

4. Fees, Invoicing, Discounts and Payment

4.1 The fee, lesson duration, scheduled dates and payment basis will be set out in the booking confirmation, invoice or current price information supplied before the contract is formed.

4.2 Fees may be charged termly, monthly or by another agreed installment plan. Where monthly fees are calculated by the number of scheduled lessons, the amount may vary between months. Where fees are equalised across a period, payments may continue during planned breaks because they are instalments for the full programme rather than payment for a particular calendar month. The applicable method will be stated before booking.

4.3 Participants joining after a programme has started will normally be charged only for the remaining scheduled lessons, unless the booking confirmation clearly states another calculation.

4.4 Payments must be made by Direct Debit, bank transfer or another method expressly accepted by Tidal. All fees must be received in cleared funds by the due date shown on the invoice or payment notice.

4.5 The Account Holder must ensure that payment details and available funds are sufficient. A rejected, reversed or cancelled payment does not discharge the underlying amount lawfully due.

4.6 A 15% Military or Blue Light discount is available where advertised and where valid evidence is provided. The discount is personal, non-transferable and cannot be combined with another promotion unless Tidal confirms otherwise. Eligibility may be re-checked. Any change to a discount will apply only to future unpaid periods after reasonable notice.

4.7 Tidal will not impose a late-payment or administration fee unless the amount and circumstances were clearly disclosed before the contract was formed. Tidal may recover court fees, statutory interest or other reasonable recovery costs only where legally recoverable.



5. Missed or Late Payments - Three-Strike Process

5.1 Tidal operates the following three-strike process for each unpaid invoice or scheduled payment:

1. Strike 1 - Original deadline missed. Tidal will send a payment reminder and set a revised deadline, normally 7 calendar days from the date of the reminder.
2. Strike 2 - Revised deadline missed. Tidal will issue a final payment notice and set a final deadline, normally 7 calendar days from the date of that notice. The Account Holder must pay in full or obtain Tidal's written agreement to a payment arrangement before that deadline.
3. Strike 3 - Final deadline missed. Tidal may immediately suspend attendance, remove the Participant from the class schedule and allocate the place to another swimmer. The outstanding balance remains payable.

5.2 A payment arrangement is valid only when Tidal confirms it in writing. Contacting Tidal without receiving written agreement does not pause the payment process.

5.3 If a genuine financial, medical or emergency circumstance affects payment, the Account Holder should contact Tidal before the revised deadline. Tidal will consider reasonable requests consistently but is not required to reserve a place indefinitely.

5.4 Repeated late or failed payments within any 12-month period may result in advance-payment requirements, refusal of further credit, suspension or refusal of future bookings until the account is settled.

5.5 Removal from the class schedule does not cancel debt already due. Tidal may pursue lawful recovery of outstanding sums.

6. Cancellation by the Parent or Guardian

6.1 After any statutory cancellation right that applies has expired, 30 calendar days' written notice is required to withdraw a Participant from lessons. The notice must identify the Participant and be submitted by email to info@tidalswimclub.co.uk or through any cancellation facility provided in the Parent Portal.

6.2 Notice takes effect when it is received by Tidal, not when it is sent. Tidal will confirm the final lesson date and any final amount due. Fees remain payable throughout the 30-day notice period whether or not the Participant attends.

6.3 Account Holders have the right to cancel a Direct Debit instruction through their bank. However, cancelling the Direct Debit does not cancel the lesson contract, replace the required written notice or remove liability for fees properly due. The Account Holder should notify Tidal before cancelling the mandate so that the final payment can be confirmed.

6.4 Refunds, credits and replacement lessons are not provided for absence caused by holidays, minor illness, personal commitments, lateness or a decision not to attend.

6.5 Tidal may consider a temporary credit, suspension or early release from the notice period in exceptional circumstances such as extended illness or a serious emergency. Supporting information may be requested. Any concession is discretionary, applies only to the specific case and does not create a precedent.

6.6 A Participant who leaves and later wishes to return must re-enrol and is not guaranteed the same class, time, instructor, venue, fee or waiting-list priority.

7. Statutory and Other Cancellation Rights

7.1 Some distance or off-premises service contracts carry a statutory 14-day cancellation right. However, the law contains an exemption for services related to leisure activities where the contract provides for a specific date or period of performance. Swimming lessons reserved for stated dates, times or a stated term may fall within that exemption.

7.2 Where a statutory cancellation right applies to a particular booking, Tidal will honour it in full. The cancellation period will normally end 14 days after the day on which the contract is formed. The Account Holder may cancel by any clear written statement; the form in Appendix A may be used but is not mandatory.

7.3 Where the Account Holder expressly asks for services to begin during an applicable statutory cancellation period and later cancels within that period, Tidal may charge a proportionate amount for services already supplied, where the law permits.

7.4 Any additional cancellation or reminder rights introduced by law, including future rules for qualifying subscription contracts, will apply automatically from the date they become legally applicable, even if not repeated in this document.



8. Cancellations, Closures and Changes by Tidal Swim Club

8.1 Tidal may cancel, postpone or relocate a Lesson because of instructor illness, venue closure, maintenance, school events, severe weather, safety concerns, public-health requirements, emergency conditions or another event outside Tidal's reasonable control.

8.2 Where Tidal cancels a paid Lesson, it will provide one of the following, acting reasonably: a suitable replacement lesson, a credit against a future payment or a refund for the cancelled Lesson. If a credit cannot reasonably be used because the Participant has left or no further payment is due, Tidal will provide a refund instead.

8.3 Tidal is not responsible for indirect or consequential expenses arising from a cancellation, such as travel, childcare, accommodation or lost earnings, except where liability cannot lawfully be excluded.

8.4 If a class, venue, day or time is permanently discontinued or materially changed and the offered alternative is unsuitable, the Account Holder may cancel the affected booking without an additional notice charge and will receive a refund of any unused prepaid fees for lessons Tidal will not provide.

8.5 Tidal may terminate or suspend a booking for serious or repeated breach of these Terms, non-payment, unsafe conduct, safeguarding concerns, knowingly false registration information or refusal to follow lawful safety instructions. Immediate action may be taken without prior warning where reasonably necessary to protect safety or welfare.

8.6 Where Tidal terminates because of breach, fees for lessons already provided or lost because of the breach will not be refunded. Any advance payment for future lessons will be handled fairly and proportionately, taking account of unpaid sums, the seriousness of the breach, Tidal's actual loss and whether the place can reasonably be reallocated.

9. Attendance, Absence, Punctuality and Make-up Lessons

9.1 Consistent attendance is important for skill development, confidence, continuity and safe progression. Parents or Guardians should notify Tidal as early as possible when a Participant will be absent.

9.2 Regular, prolonged or unexplained absence may lead Tidal to contact the Account Holder to review progress, class suitability and continuation of the place. Tidal will not remove a place solely because of absence without considering the circumstances and providing reasonable notice, unless fees are unpaid or safety requires immediate action.

9.3 Participants should arrive in sufficient time to change and be ready at the designated handover point before the scheduled start. The Lesson starts and ends at the booked time; late arrival does not extend it.

9.4 An instructor may refuse or delay entry where lateness means that a safety briefing, essential warm-up or required supervision has been missed, or where joining would unreasonably disrupt the class. No refund or credit is due for time missed through lateness.

9.5 Make-up lessons are not offered for Participant absence because classes are capacity-limited and structured by ability. Tidal may offer one as a discretionary goodwill arrangement, but this is not guaranteed and does not create an ongoing entitlement.

10. Medical Information, Medication and Reasonable Adjustments

10.1 All medical conditions, disabilities, allergies, medication requirements, behavioural needs and relevant welfare or support information must be accurately recorded and kept up to date in the Parent Portal before attendance.

10.2 Required medication, including inhalers and adrenaline auto-injectors, must be brought to every Lesson, clearly labelled, in date and stored in a safe but immediately accessible location known to the instructor. Medication must not be left in a vehicle, changing room or other inaccessible place.

10.3 Parents or Guardians must provide clear written emergency instructions. Tidal staff are not required to administer medication unless this has been agreed in writing and the staff member is appropriately trained and authorised. Emergency services may be contacted whenever staff reasonably consider it necessary.

10.4 Failure to disclose relevant information or provide required medication may result in the Participant being unable to enter the water or continue the Lesson until safe arrangements are in place. This is a safety decision and does not automatically create a right to a refund.

10.5 Tidal will consider reasonable adjustments individually and in accordance with applicable equality law. Consideration may include the Participant's needs, aquatic risk, staffing, facilities, class composition and available resources. A disability or medical condition will not automatically prevent participation.



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10.6 Tidal may request further information, professional guidance, an individual risk assessment or an emergency action plan before lessons begin or resume. Decisions will be based on safety and reasonable practicability, not assumptions about disability.

11. Communicable Illness and Fitness to Swim

11.1 Participants must not attend if they are contagious, have a high temperature, are too unwell to participate safely or have been advised not to attend by a healthcare or public-health professional.

11.2 Following diarrhoea or vomiting, a Participant must remain away for at least 48 hours after the final episode and until well enough to swim. A longer exclusion applies where public-health advice requires it.

11.3 A Participant with chickenpox must remain away for at least five days after the rash first appeared and until all blisters have crusted over.

11.4 As a Tidal hygiene requirement, a Participant with live head lice or identified nits must not attend until an appropriate first treatment has been completed. Parents and Guardians must continue the treatment process in accordance with product or professional guidance.

11.5 For other infectious conditions, the Parent or Guardian must follow current UK public-health guidance and any additional lawful venue requirement. Tidal may require temporary exclusion where reasonably necessary to protect swimmers and staff.

11.6 The Parent or Guardian must promptly inform Tidal of any condition that may affect others. Medical information will be handled in accordance with the Privacy Notice and may be shared where necessary for safety or safeguarding.

12. Pool Safety, Supervision, Collection and Instructor Authority

12.1 Participants must follow all safety instructions, pool rules and directions given by instructors, lifeguards, venue staff and other authorised personnel immediately and without argument on poolside.

12.2 This includes safe entry and exit, remaining in the designated teaching area, correct use of equipment, no running or unsafe diving, stopping when instructed and respecting lane, changing-room and emergency procedures.

12.3 Parents or Guardians must remain on the premises throughout the Lesson unless Tidal has expressly agreed otherwise in writing. They remain responsible before the Participant is accepted at the designated handover point and after the Participant is released at the end of the Lesson.

12.4 A Participant under 16 must be collected poolside by the Parent, Guardian or an authorised adult. Tidal may request identification or written collection authority. A Participant aged 16 or 17 may leave independently only where the Account Holder has provided written consent and venue rules allow it.

12.5 Where an instructor or authorised member of staff reasonably believes that a safety requirement has been breached, or that a person's behaviour, health or actions may place anyone at risk, they may pause or end the Lesson, remove the Participant from the water, require them to sit out or require collection.

12.6 The instructor's decision on an immediate poolside safety matter is final for that session and must not be debated on poolside. A concern about the decision may be raised afterwards through the complaints process.

12.7 There is no entitlement to a warning before immediate safety action. Serious or repeated non-compliance may result in suspension, review or termination of the place.

13. Code of Conduct and Zero-Tolerance Behaviour Standards

13.1 Every Participant, Parent, Guardian, family member and visitor must treat swimmers, staff, volunteers, venue personnel and other families with dignity and respect at all times.

13.2 Tidal has zero tolerance for abusive, aggressive, threatening, intimidating, discriminatory, sexually inappropriate or confrontational conduct. Prohibited conduct includes shouting, swearing, insults, harassment, bullying, retaliation, unwanted contact, deliberate disruption, refusal to follow reasonable instructions and inappropriate telephone, email, messaging or social-media communications.

13.3 The standard applies at the pool, in changing areas, in car parks and on school or venue grounds, and in all communications connected with Tidal. It does not prevent a person from making a genuine complaint, safeguarding report or lawful review in good faith.

13.4 Concerns must be raised calmly and privately through an approved contact channel. Parents and Guardians must not confront staff, swimmers or other families on poolside; attempt to discipline another child; question witnesses; circulate allegations; or disclose confidential or safeguarding information publicly.



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13.5 A person who breaches this section may be instructed to leave immediately. Serious conduct may result in suspension or permanent termination without a prior warning. Repeated lower-level misconduct may also result in termination after written warning.

13.6 Tidal may prohibit an individual from attending future sessions while allowing the Participant to continue with another responsible adult, where that arrangement is safe and appropriate. Where this is not possible, the Participant's booking may also be suspended or terminated.

13.7 No person will be penalised for a concern raised honestly and in good faith, even where it is not substantiated. Knowingly fabricated allegations, deliberate falsification of evidence or complaints made for an improper purpose may be treated as serious misconduct.

14. Safeguarding and Protection of Children, Adults at Risk and Junior Staff

14.1 Tidal is committed to a safe, supportive and professional environment. Tidal has adopted Swim England's Wavepower safeguarding policy and procedures as its safeguarding framework and will follow applicable safeguarding law, statutory guidance, venue requirements and governing-body rules.

14.2 For safeguarding purposes, every swimmer, employee, assistant or volunteer under 18 is a child and is entitled to full safeguarding protection. Junior staff must not be intimidated, privately challenged, disciplined, questioned about another person or contacted through personal channels by a Parent or Guardian.

14.3 Safeguarding concerns include physical, emotional or sexual abuse; neglect; bullying; peer-on-peer abuse; grooming; exploitation; discrimination; inappropriate contact, language or communication; online-safety concerns; breaches of professional boundaries; photography or recording concerns; and any conduct that may place a child or adult at risk.

14.4 A safeguarding concern must be reported immediately to the Lead Safeguarding Officer or another senior safeguarding contact. If anyone may be in immediate danger, emergency services must be contacted first. A person does not need to decide whether a concern is definitely safeguarding before reporting it.

14.5 Tidal may take immediate protective action, including stopping a Lesson, separating individuals, removing a person from the water or premises, arranging collection, obtaining medical help, preserving records and reporting to the venue, local authority, LADO, MASH, police, Swim England or another appropriate body.

14.6 Consent is not required before Tidal shares information where it reasonably believes disclosure is necessary or lawful to protect a child, adult at risk, staff member or member of the public. Information will be limited to what is relevant and handled in accordance with safeguarding and data-protection requirements.

14.7 Individuals must not conduct intrusive questioning, coach witnesses, confront the subject of a concern or take action that may compromise evidence or safety. This does not prevent anyone from obtaining legal advice or reporting directly to the police, social care, the LADO, Swim England, the venue or another appropriate authority.

15. Incident Reporting, Complaints and Investigations

15.1 Immediate reporting

All accidents, injuries, incidents, near misses, unsafe conduct, complaints, safeguarding concerns, alleged misconduct and suspected breaches must be reported to Tidal with immediate effect - as soon as safely practicable and, where possible, within 24 to 48 hours of the incident. Delay may affect Tidal's ability to protect people, preserve evidence and establish what occurred.

15.2 Complaints

Non-urgent complaints should be submitted in writing with the Participant's name, date, time, venue, people involved, a factual description and the outcome sought. Tidal will normally acknowledge a formal complaint within 5 Working Days and aim to provide an outcome within 20 Working Days. Complex, safeguarding or externally referred matters may take longer; where appropriate, Tidal will provide a progress update.

15.3 Investigations

Tidal may conduct a formal investigation where proportionate. The investigator will act impartially, consider relevant evidence and identify any conflict of interest. Tidal may appoint an independent external investigator or obtain assistance from the venue, Swim England, safeguarding professionals, legal advisers, insurers, police or another competent body.



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All relevant persons must provide reasonable cooperation, accurate information and any requested documents, messages, photographs, recordings or other evidence in their possession. If a person declines to participate, Tidal may reach a decision on the available evidence. No person may alter, destroy or conceal relevant evidence.

Tidal will apply the civil standard of proof for internal conduct findings - whether, on the balance of probabilities, the matter is more likely than not to have occurred - unless another mandatory standard applies. Safeguarding referrals may be made without Tidal reaching a final internal finding.

15.4 Outcome, confidentiality and review

Tidal will issue an appropriate written outcome and determine any action required. Due to confidentiality and data-protection duties, an outcome may summarise findings and action without disclosing private information about a child, employee, witness or third party.

The outcome is final for Tidal's internal process unless a written review request is received within 14 calendar days and identifies: a material procedural error; significant new evidence that could not reasonably have been supplied earlier; or a material conflict of interest. Disagreement with the outcome alone is not a ground for review. Following any review, Tidal's internal process is concluded.

Nothing in this section prevents a person from exercising a statutory right, seeking legal advice or reporting to the police, local authority safeguarding services, the LADO, Swim England, the venue, a regulator or a court. Tidal may also make such a report at any stage.

16. Instructors, Class Ratios, Timetables, Venues and Progression

16.1 Tidal does not guarantee a particular instructor. Instructors may change because of availability, illness, training, safeguarding, operational or employment reasons, and prior notice may not always be possible.

16.2 Unless the booking confirmation states otherwise, standard group lessons are planned at a maximum ratio of one instructor to four swimmers. Tidal will not routinely exceed an advertised ratio. Temporary changes may occur for an emergency, assessment, staff transition or unavoidable short-term cover, provided safety and applicable requirements are maintained.

16.3 Tidal may adjust groupings or combine compatible classes for ability, progression, staffing or viability. A material permanent change will be handled under section 8.4.

16.4 Tidal may change a Lesson time, venue or timetable for reasonable operational, safety or venue reasons. Tidal will provide as much notice as reasonably possible and, for a permanent material change, will offer a suitable transfer or the cancellation and refund rights in section 8.4.

16.5 Tidal instructors decide class placement, assessment results, stage completion and progression using professional judgment and the programme criteria. Progress cannot be guaranteed within any number of lessons because swimmers develop at different rates.

16.6 Venue rules, parking instructions and access arrangements must be followed. A venue operator may require a person to leave or may restrict access; Tidal may enforce that decision where lawful and reasonable.

17. Photography, Recording, Mobile Devices and Media Consent

17.1 Personal photography, filming, audio recording, livestreaming and video calling are prohibited during Lessons unless Tidal has given prior written permission and all required consents have been obtained.

17.2 Mobile phones, cameras and recording-capable devices must not be used in changing rooms during Tidal activity. Devices should remain stored away and out of sight. This rule applies whether or not a person intends to take an image.

17.3 Tidal may arrange approved photography or filming for training or promotional purposes only under a documented plan and appropriate safeguarding controls. Media consent is requested separately and is optional; refusal does not affect access to lessons.

17.4 Consent may be withdrawn for future use by written notice. Tidal will take reasonable steps to stop new use, but withdrawal may not require recall of materials already lawfully printed, published or distributed before the withdrawal was received.

17.5 Images and recordings must never be used in a way that identifies or exposes confidential, medical, safeguarding or location information beyond the scope of the consent given.

18. Data Protection and Privacy

18.1 Tidal Swim Club Ltd is the data controller for personal information it determines how and why to use. Tidal will process personal information in accordance with applicable UK data-protection law, as amended from time to time.



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18.2 Tidal processes information for registration, contract administration, payment, lesson delivery, safety, reasonable adjustments, safeguarding, complaints, insurance, legal compliance and legitimate business administration. Health and safeguarding information receives additional protection.

18.3 Information may be shared with instructors, authorised staff, payment and software providers, venues, insurers, professional advisers, governing bodies and public authorities where necessary, proportionate and lawful. Consent is not the only lawful basis for processing or sharing information, particularly for contract, safety, legal and safeguarding purposes.

18.4 Records are not automatically deleted 14 days after a Participant leaves. Tidal will retain different categories of information only for as long as reasonably necessary under its retention schedule, including longer periods where required for tax, insurance, safeguarding, complaints, legal claims or regulatory obligations.

18.5 The Privacy Notice published on the website and Parent Portal explains the categories of information, purposes, lawful bases, recipients, retention approach, rights and how to complain to the Information Commissioner. Parents and Guardians must review it and keep their own and the Participant's details accurate.

18.6 Photography and promotional consent will be obtained separately and will not be bundled as a condition of receiving lessons.

19. Personal Property, Damage, Liability and Insurance

19.1 Personal belongings are brought to venues at the owner's risk. Tidal is not responsible for loss, theft or damage unless caused by Tidal's negligence or another basis of liability that cannot lawfully be excluded.

19.2 Lost property handed to Tidal may be retained for up to 21 days and may then be donated, transferred to the venue or disposed of. Valuable or sensitive items may be passed to the venue or police sooner.

19.3 The Account Holder is responsible for reasonable, evidenced costs of repairing deliberate or negligent damage caused by the Participant or accompanying persons, except to the extent that the loss was caused or increased by Tidal or the venue.

19.4 Tidal will take reasonable steps to provide a safe environment and perform its services with reasonable care and skill. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, breach of statutory duty where liability cannot be excluded, or any consumer right that cannot lawfully be restricted.

19.5 Subject to section 19.4, Tidal is not liable for losses that were not reasonably foreseeable when the contract was formed, losses caused by inaccurate or withheld information, or losses resulting from failure to follow safety instructions.

19.6 Parents and Guardians may obtain personal accident insurance if they consider it appropriate. This does not replace Tidal's legal duties or any insurance Tidal is required to maintain.

20. Changes to Fees, Services and These Terms

20.1 Tidal may amend fees, services or these Terms where reasonably necessary because of changes in law, safeguarding requirements, public-health guidance, venue rules, insurance, staffing costs, pool-hire costs, programme structure, technology or operational requirements.

20.2 Changes will not apply retrospectively. Tidal will normally provide at least 30 calendar days' notice of a material change, including a price increase, before it takes effect. An urgent legal, safeguarding, security or safety change may take effect sooner where necessary.

20.3 If a material change substantially disadvantages the Account Holder, they may cancel the affected booking before the change takes effect without an additional notice charge. Fees remain payable for services supplied before cancellation, and unused prepaid fees for services not supplied will be refunded.

20.4 Minor administrative, formatting, contact-detail or clarification changes that do not materially alter rights or obligations may take effect on publication and notification.

20.5 Material revised Terms will be sent by email and published on the website and Parent Portal. The Account Holder may be required to review and expressly accept them in the Parent Portal before the next Lesson. Continued attendance alone will not be relied on where express acceptance is legally required or reasonably practicable.

20.6 Tidal will keep a version number, effective date and record of acceptance. The version accepted for a booking will be retained for audit and dispute-resolution purposes.



21. Notices and Communications

21.1 Tidal will normally communicate through the email address and Parent Portal account supplied by the Account Holder. Urgent operational messages may also be sent by text or telephone.

21.2 The Account Holder must keep contact, emergency, payment and medical details current and should check spam or junk folders. Tidal is not responsible for a missed communication caused by inaccurate or outdated information supplied by the Account Holder.

21.3 A formal cancellation or complaint is effective when received by Tidal through the specified channel. An automated submission receipt or written acknowledgement should be retained by the Account Holder.

21.4 Communications must remain respectful and must not include confidential information about another child or family unless necessary for a safeguarding report.

22. General Legal Provisions

22.1 If any provision is found unlawful or unenforceable, it will be read down or removed only to the minimum extent necessary. The remaining provisions will continue to apply.

22.2 A delay or failure by Tidal to enforce a provision does not waive the right to enforce it later. A concession in one case does not create a general entitlement or amendment.

22.3 Tidal may use appropriately qualified employees, workers, contractors or substitute instructors to provide services. Tidal remains responsible for the contractual service it supplies.

22.4 The contract and documents listed in section 1.4 form the agreement. Nothing in this clause excludes liability for fraud, fraudulent misrepresentation or a legally binding statement that cannot lawfully be excluded.

22.5 These Terms are governed by the law of England and Wales. The courts of England and Wales will have jurisdiction, subject to any mandatory consumer right to use another court or legal protection that applies.



23. Contact and Safeguarding Details

Legal entity	Tidal Swim Club Ltd
Company number	16201407
Registered office	14 Harvest Drive, Bognor Regis, PO21 3FQ
General email	info@tidalswimclub.co.uk
Telephone	07594 970584
Lead Safeguarding Officer	Michael Brackstone - contact through the general email or telephone above
Alternative senior safeguarding contact	Niamh Wilkinson, CEO - contact through the general email or telephone above
Twyford venue	Twyford School, Twyford, Hampshire, SO21 1NW
Fareham venue	West Hill Park School, St Margarets Lane, Titchfield, Hampshire, PO14 4BS
Office hours	Monday-Thursday 09:00-17:00; Friday 09:00-14:00; Saturday-Sunday closed
Emergency safeguarding Where a child, adult at risk or member of the public may be in immediate danger, contact emergency services first. If a concern relates to the Lead Safeguarding Officer or a director, report it to another senior safeguarding contact or directly to the appropriate external authority.	



Appendix A - Cancellation and Withdrawal Form

This form may be used to give notice of cancellation or withdrawal. A clear written statement by email or through the Parent Portal is also acceptable. Statutory cancellation rights apply only where the law provides them.

Account Holder name	
Participant name	
Class / venue	
Email address	
Notice type	Statutory cancellation (where applicable) / 30-day withdrawal / other
Date notice submitted	
Requested final lesson date	
Signature (if printed)	

Send to: info@tidalswimclub.co.uk. Tidal will confirm receipt, the contractual final date and any final payment or refund due.



Appendix B - Parent Portal Acceptance Requirements

Before the first Lesson, and whenever material terms are revised, the Parent Portal should require the Account Holder to make the following separate acknowledgements:

- I confirm that I am aged 18 or over and have parental responsibility or authority to make this booking.
- I have read and accept the current Terms and Conditions, Code of Conduct and Safeguarding Policy.
- I have reviewed the Privacy Notice and understand how personal, medical and safeguarding information may be used and shared.
- I confirm that emergency contacts, medical information, disabilities, allergies, medication and support needs are complete and accurate.
- I understand that required medication must be brought to every Lesson and kept immediately accessible.
- I understand the 30-day cancellation notice requirement and that cancelling a Direct Debit does not itself cancel the lesson contract.
- I understand that the instructor's immediate poolside safety decision is final for that session and concerns must be raised afterwards through the approved process.
- I understand the zero-tolerance conduct rules, including the protection of staff and volunteers under 18.
- I understand the rules on illness, photography, recording and mobile-device use in changing rooms.
- Media consent is presented separately and is optional.

Implementation record

The Parent Portal should store the version number, acceptance date and time, Account Holder identity and the exact text accepted. Material updates should require a fresh acceptance before lessons continue.

END OF TERMS AND CONDITIONS