

## **TERMS & CONDITIONS OF SWIMMING LESSONS AT OMAGH LEISURE COMPLEX**

When registering for Swimming and Lifesaving Lessons at Omagh Leisure Complex, customers will be subject to the following terms and conditions and code of conduct.

### **A) Teaching Policies, Procedures and Parental Responsibilities**

1. All Fermanagh and Omagh District Council (FODC) Swimming Instructors are Swim Ireland (or equivalent) qualified.
2. Swimming Instructors will take responsibility for pupils during their swimming lessons, but parents/guardians are required to remain nearby (designated viewing gallery) in line with our standard admissions policy. This is imperative in case of the unlikely event of a medical emergency, building evacuation or other emergency situation and also so that if required, the parent/guardian can deal with toilet breaks or any behavioural issues. FODC staff will NOT take pupils to the toilet. It is the parent/guardian's responsibility to supervise/watch their child get to and from their instructing station ensuring a prompt pick up at the end of the lesson.
3. Parents/guardians must never distract/speak to the Instructor during a lesson as it is dangerous and will distract the Instructor from the supervision of the pupils in their lesson. They should direct all communication to the Swim Team via the relevant email.
4. We like to encourage communication and welcome issues to be raised with our staff, via comment card or the swimming team email.
5. The centre management team will be the staff members to resolve any poolside issues. Any problems or issues should be conveyed through them.
6. All information about a child's progression in the programme will be available to view via the Home Portal which parents/guardians can access using a valid email address.
7. 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. It is the parent/guardian's responsibility to ensure all contact details are relevant and up to date to receive communications.
8. Parents/guardians are required to disclose any medical conditions or allergies that may impact on the pupil's safety and comfort during lessons. All data is collected, processed and stored in accordance with the Data Protection Act 2018.

### **(B) Pupil Illness**

1. If your child is unwell, we recommend that you do not bring them to their swimming lesson.
2. 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.
3. If you expect your child to miss lessons for an extended period of time of 1 month or more due to medical reasons (e.g. broken limb), notification should be given in writing to the Swim Programme Manager as soon as possible. FODC reserve the right to request supporting documents if necessary. The child's account will be paused for the relevant time and any direct debit payments halted until the agreed time the child is returning to lessons. Parents/guardians would then need to contact us when the child is ready to return, and we will book them back into lessons from an agreed date. FODC may fill any available space in a class during a pause period and as such we cannot guarantee a space in the same lesson as previously for any child returning from a pause period, but all classes of the correct stage for the child will be offered.

### **(C) Swimming Lesson Programme**

1. The majority of our Learn to Swim and Lifesaving programme classes are held over a 30-minute timeslot (some advanced classes take 40/45 minutes) which includes time to take registers and assessments.
2. Pupil to Instructor ratios are developed in line with Swim Ireland Guidelines.
3. FODC Leisure Centres reserve the right to combine classes at short notice if necessary.
4. 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.
5. In the event an Instructor is away for a long period of time we will try to keep the same cover Instructor for the time period where possible.

#### **(D) Pupil Progression**

1. All pupils on the Learn to Swim programme work towards the "Swim Ireland Aquatics Academy" Framework whilst all pupils on the Lifesaving programme work towards the "RLSS Rookie Lifeguard" Framework.
2. Swimming Instructors continually assess all pupils' progression throughout the term.
3. Progression of all pupils will be at the judgment of the Swimming Instructor and in accordance with the progression within the criteria of the relevant programme's framework.
4. Pupils will be moved up to the next class when they meet the skills criteria required.
5. Upon completion of a Stage, the parent/guardian will be contacted via the Home Portal explaining that the child is ready to move up to the next Stage.
6. A valid e-mail address is required to access Home Portal, movements and assessments and to receive contact from the centre about necessary programme updates.
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 stage may not always be immediately available.
8. Assessments will not be made weekly. We do not guarantee feedback on every session.
9. Pupil's progression on the Home Portal may take up to 24 hours to update after each lesson.

#### **(E) Swimming Lesson Payment**

1. All fees for swimming lessons must be paid in advance of the lessons.
2. Direct Debit payments are taken on 1st of each month.
3. Any pupils taking the Direct Debit option will pay a joining fee (equal to one month's fees) and a pro-rata payment for any lessons which take place prior to the first Direct Debit being taken.
4. The joining fee is non-refundable but will be used in lieu of a pupil's final month when they have completed the programme or notice of cancellation has been given.
4. One clear calendar's months' notice of the Direct Debit is required. Notice must be given in writing to the relevant FODC Leisure Centre. Should we choose to discontinue any of our lesson payment options, you will be notified in writing one month in advance.
5. All cancellations will be activated from the end of the following month provided sufficient notice is given.
7. Failure to provide the full notice period to cancel your swimming lessons when on Direct Debit may result in FODC taking recovery action for the outstanding payment.
8. FODC reserves the right to change the price of swimming lessons at any time. Direct Debit customers will be notified in writing with at least 30 days' notice of any change.
9. For any failed Direct Debits, FODC 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 FODC will not guarantee the same space on the existing lesson.
10. Direct Debit payments include one lesson per week at the agreed stage of lessons.
11. 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. Over a 12-month period, with 12 equal Direct Debit payments a total of 48 swimming lessons will be available to attend\*. (\*unless the lesson falls on a bank holiday or a lesson has been cancelled - please see section (H) below).
12. 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.
13. The booking and payment secures your child's place in a specific class whether they attend or not.

#### **(F) Changing and Moving Lesson**

1. You may request a change of time, day or Swimming Instructor and we will try to accommodate your request, provided a space is available.
2. Swimming ability and speed of progression will vary depending upon the swimmer.
3. Parents/guardians will be notified by email or the Home Portal when a child is ready to progress to the next stage of lessons. Specific days/times cannot be guaranteed and it is the parent/guardian's responsibility to book a child onto the next stage of lessons when spaces are available.

#### **(G) Pool Closure and Cancelled Swimming Lessons**

1. In the event of a pool closure we will make every attempt to contact our customers as soon as possible.
2. In the event of a sudden and unplanned pool closure, FODC will offer credit for your lesson and you will be advised by email on how this can be redeemed on your account.
3. In the event of a planned pool closure (e.g. due to a gala event or Bank Holiday) FODC will offer credit for your lesson and you will be advised by email on how this can be redeemed on your account.

**(H) Missed Lessons**

1. Lesson fees are non-refundable where the pupil has either missed lessons or decided to withdraw from the programme altogether.
2. 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).
3. In exceptional circumstances management may exercise discretion on refunds or credit but this would only be on production of a medical certificate or documentation from a medical centre, hospital or GP.
4. No credits or refunds will be issued if a lesson is missed due to adverse weather conditions when the venue is safe, accessible and we have been able to provide the lesson.
5. No credits or refunds will be given for holidays or missed lessons due to family or religious celebrations.

**(I) Swimming Lesson Dress Code & Hygiene**

1. All children should wear appropriate fitting costumes/trunks and shorts specifically designed for swimming. Baggy costumes/trunks can hamper movement. Appropriate swimwear information is available at all sites.
2. No jewellery should be worn during a swimming lesson. Religious or medical bracelets are allowed but should be tight fitting and not distract the swimmer from their lesson.
3. The use of goggles is permitted but pupils will be asked to remove them if they are providing a distraction and when performing certain skills (unless there is a medical reason for goggles to be worn). We recommend the use of corrective prescription goggles for anyone with a visual impairment.
4. All swimmers should shower before their lesson. Make sure your child uses the toilet before the lesson commences. Please ensure your child showers after the lesson.

**(J) Behaviour & Conduct**

1. Parents accept that their child is under the supervision, control and care of the Swimming Instructor, during the lesson period. Should the behaviour of the child be unsatisfactory and the class is being disrupted, the Swimming Instructor has the right to remove the pupil from the class.
2. The Instructor 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.
3. Lockers are available and must be used to store all personal belongings. Any personal belongings left unattended in cubicles may be removed by staff and placed in Lost Property.

**(K) Viewing**

1. Parents/guardians are not permitted on poolside but must sit in the pool viewing areas.
2. It is difficult for the Instructors to gain full attention from their pupils if they are being distracted; progress can be affected if children are not fully able to concentrate.
3. No photography or filming is permitted on poolside or in the changing area, or from the spectator areas.
4. The use of mobile phones is not permitted in changing rooms or pool viewing areas.

**(L) Liability**

1. We do not accept liability for loss or damage to personal belongings brought into the swimming pool facility.