



## **Terms and Conditions for Puddle Ducks Classes**

**1<sup>st</sup> June 2016**


All those wishing to attend a Puddle Ducks class must agree to the terms and conditions set out below. In the unlikely event of failing to abide to the said terms and conditions, a customer may be requested to discontinue lessons with Puddle Ducks. In this instance Puddle Ducks will be under no obligation to provide a refund for any outstanding lessons.

### **Changes to our terms and conditions**

We reserve the right to make amendments to our Terms and Conditions at any time to reflect changes in our business or statutory obligations. The new version will be posted on our website and will take effect immediately upon posting. If applicable these changes will be communicated to all our customers by email. If you use our website after the new Terms and Conditions have come into effect this indicates your agreement to be bound by them. Previous versions of our Terms and Conditions will be available for reference on our website.


### **Behaviour and responsibilities**

- All children attending the following Baby and Pre-school lessons: Floaties, Splashers, Kickers, Little Dippers and Dippers, must be accompanied in the water by their adult carer.
- Customers are responsible for the child in their care at all times (except during a lesson where the child is NOT accompanied in the water by an adult carer i.e. Dabblers and Swim Academy) and must inform the teacher prior to the lesson of any concerns they have.
- Customers are expected to behave in a civilised manner towards the teacher, other Puddle Ducks customers and any members of the public who are using the same pool, and are expected to refrain from using foul language at all times.
- Puddle Ducks may, at its own discretion, refuse entry to a customer if it is felt that the customer's behaviour is unacceptable.
- Customers accept that at times there will be physical contact between the teacher and their child, which will always be carried out in a professional and caring manner.
- It is the customer's responsibility to inform the local office and teacher of any condition that could affect their or their child's capabilities in the swimming pool. You must agree to inform us of any changes, including pregnancy, as soon as you become aware of them. This can be updated via your 'My Puddle Ducks' area or by contacting your local office. All information provided to us will be treated as strictly confidential.
- All pregnant ladies must complete a PARQ which is available from their local office. If any answer on this is 'yes' they will be required to produce a medical certificate. The PARQ and, if relevant, the medical certificate but must be returned to the local office or teacher before entering the pool.
- Unfortunately, we can only accommodate one person in the pool at a time with each child who must be either the child's parent or designated carer and over 16 years of age. Anyone new to the class must let the teacher know at the beginning of the session so they can provide the extra help and advice that will be needed. Spectators may be allowed, depending on individual pool facilities and regulations, but must be other family members or friends. Please check with your local office before attending each lesson as individual pool regulations can change without notice.

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- Customers must follow pool procedures as advised to them at the time of confirmation. Please adhere to the instructions given to you regarding car parking, entry and exit route to pools.
  - Customers should aim to arrive no more than 15 minutes before the lesson and leave no more than 15 minutes after the lesson to help improve changing room comfort.
  - Car seats and push-chairs etc. should not be left in the changing rooms. Please contact your local office for details of where these can be left as this will depend on the individual pool facilities. There is strictly no push-chairs poolside at any pool.
  - Food is strictly forbidden in the pool buildings.
  - Please minimise mess on the floor e.g. mud or grass. Please inform a Puddle Ducks team member or pool staff if the floor is soiled.
  - Smoking is strictly forbidden within any pool building or grounds.
  - All Puddle Ducks teachers hold a teaching qualification from either the Swimming Teacher's Association (STA) or the Amateur Swimming Association (ASA), the only official training providers of swimming teaching in the UK. In addition, all Puddle Ducks teachers undergo full in-house training to ensure they meet our rigorous teaching standards. All of our teachers are insured through either the STA or the IOS (insurance body for the ASA) and hold a lifesaving and safeguarding qualification as well as a valid DBS check.
  - The safety and well-being of your child or the child in your care is of the utmost importance to Puddle Ducks. We have a responsibility to report any inappropriate or suspicious behaviour to the relevant authorities.
  - In the absence of any proven negligence, lack of due diligence or breach of duty by the teacher(s), Puddle Ducks Franchising Ltd., its franchisees or employees, the participation of you, your spouse/partner, child or those in whose care you have placed your child for the purpose of attending or observing Puddle Ducks swimming sessions is done so entirely at your and their own risk.

### **What to wear**

- We operate a strict 'double nappy' policy for those children in Floaties, Splashers and Kickers. The policy also applies to those children not yet fully toilet trained who must wear a swim nappy (either a disposable paper swim nappy or a reusable cotton swim nappy with a disposable liner) with a snug fitting neoprene swim nappy on top. Children are welcome to wear swimming costumes, swim trunks, baby wetsuits and other similar garments but must still wear the 'double nappy' underneath if not fully toilet trained. Puddle Ducks reserves the right to refuse entry to any child who is not suitably dressed.
- Children must remove loose fitting or sharp jewellery before swimming. Hoop earrings are not permitted.
- All Swim Academy children must wear swim hats in the pool.
- Adults must: wear appropriate swimwear in the pool, remove loose fitting or sharp jewellery, tie back long hair or wear a swim hat.
- All plasters and hair clips must be removed before swimming due to the risk of them falling off in the water and damaging the pool filters.
- Strictly no outdoor footwear poolside.
- Goggles – We do not permit children to wear goggles in our Floaties, Splashers or Kickers swimming classes. The adult carer is encouraged to bring goggles in Floaties and Splashers classes for certain underwater activities.

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- In Baby & Pre-School classes children are permitted to wear prescription glasses only if they have a strap at the back to stop them falling off. Children with prescription glasses are NOT permitted to jump in whilst wearing them. In Swim Academy classes, prescription glasses are not permitted – they must be replaced by prescription goggles.

### **Health and safety**

- You must not bring your child swimming if they have any illness such as an ear infection, chicken pox, impetigo, conjunctivitis or a bad cold. We have been advised that you should not bring your child into the pool for 48 hours after sickness and 2 weeks after suffering from diarrhoea. For any other illness and to avoid any doubt please wait until your doctor has given the all-clear before returning to classes.
- Swimmers should not enter the pool until the teacher says it is safe to do so and must tell the teacher if leaving the pool before the end of the session.
- Always change your baby on the floor using a suitable changing mat. Do not use any raised areas such as benches, trolleys or tables. This is to prevent babies from rolling onto the floor from high surfaces which can easily happen and is extremely distressing for all concerned.
- Please take all your used nappies away with you unless a clearly marked nappy bin has been provided. Never leave nappies in an open bin (including those within the venue grounds).
- Please do not: run or allow your child to run on the pool side, drink alcohol prior to the lesson, eat or chew gum during the lesson.
- All swimmers must shower before getting into the pool. Please do not wear makeup or body lotion etc. as these significantly deteriorate the quality of the pool water.

### **Photography and videos**

If you wish to take photographs or video footage during our lessons, you must adhere to the following terms:

- The taking of photographs can only take place in 'splash time' and must not interfere with the lesson. Photography at any other time is strictly not allowed.
- Due to the format of the classes, photography is not allowed in Dabblers or Swim Academy classes.
- Photography is only permitted if your child/relative is moved to the side of the pool away from the rest of the customers so that they are not visible in the photograph.
- Underwater photographs or underwater videos are forbidden.
- You may only take photographs and/or video footage of your own child unless you have prior agreement from the parent/guardian of other children.
- Parents who are concerned that their child is in the photograph taken by another customer have the right to ask to view that photograph and for it to be deleted if they are in fact in the shot.
- Please remain sensitive to the feelings of others and always stop filming should you be asked to do so.
- You must adhere to pool rules at individual venues, some of which do not permit the use of such equipment. If this is the case with your pool, we ask that you respect their policy
- Photographs where the pool is shared with members of the public will not be permitted.
- Puddle Ducks expressly forbids the right to reproduce any part of our lesson content in any form (e.g. on the internet, DVDs, photographs etc.).


- Anyone suspected of continually filming or photographing the lessons for any purpose of publication will be asked to stop filming and leave the class.
- The teacher or poolside assistant in that lesson has the right to view the photographs taken and to delete any taken at the pool.
- Puddle Ducks cannot be held liable for the actions of third parties i.e. non-Puddle Ducks customers/team members and, therefore, excludes to the fullest extent possible by law, any liability arising from a breach of this section headed 'Photography' by any third party.
- Any customer seen to be taking photographs during the lesson may be asked to leave and will not be permitted to continue with their Puddle Ducks journey.
- In all instances the decision of the Puddle Ducks team member is final.

### **Lost property and valuables**

- All property left within any pool building or grounds including but not limited to: car park, entrance, spectators' areas, changing areas and poolside area, is left at your own risk. Puddle Ducks will not accept any liability for articles lost, damaged or stolen. Please make sure you have all your belongings with you before leaving.
- Lost property will be kept for a period of 3 weeks if found by a Puddle Ducks team member. If not claimed, it will be disposed of accordingly. Unfortunately, if an item is not found by a Puddle Ducks team member we cannot be held liable.
- Please note odds and ends lost property such as shampoo, dummies, socks etc. will be disposed of at the end of each day.

### **Booking a class**

- A class booking can be made over the phone with your local Puddle Ducks office or online at [www.puddleducks.com](http://www.puddleducks.com).
- You must provide us with specific personal information in order to book a class with us. Full details of the information required is in our 'Data Protection and online security' section.
- Once your booking is in place you will receive a confirmation email detailing what you have booked and providing you with links to relevant class and pool information, our latest Terms & Conditions and access to your personal 'My Puddle Ducks' account page where you can view your payment details.
- It is your responsibility to change the generic 'My Puddle Ducks' account password issued by Puddle Ducks for first access or when re-setting a forgotten password via your local office. This should be a confidential password, unique to you, which you should keep safe and secure.
- Payment for classes must be made in advance for blocks of multiple lessons, your local Puddle Ducks team will be able to advise on the number.
- If you are using a gift voucher to pay, or part pay, for a block of lessons, please note that no change can be given if the cost is less than the voucher value. However, a credit will be added to your customer account for future use.
- You will be reminded when your next payment is due by email. The due date and amount will also be visible on your 'My Puddle Ducks' account page.
- All class timetables are correct at time of publishing. If your class time changes, your local office will communicate with you.
- If payments are made on time your place in the class is secure. After the payment due date places are not guaranteed and will be offered to any customers waiting for a place in that class.


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- Holiday classes and photoshoots are run as separate events to our regular classes. Payment for these will be taken separately to your regular class and do not affect your regular payment due dates.

### **Recurring Payments**

- You are able to take advantage of our 'Recurring Payment' option by clicking on the 'Sign up for recurring payments' button within your 'My Puddle Ducks' account.
- By completing the authorisation you are allowing Puddle Ducks to take automatic payments on the next payment due dates until such a time as you cancel this authorisation.
- Puddle Ducks will notify you by email in advance of the amount to be taken from your card and the date this will occur. The amount to be taken will be the cost of the next block of lessons, based on the current class price, reduced by any credits that are on your account e.g. cancelled class credits or goodwill voucher amounts. We will then notify you once the payment has been successfully processed. All your payment information will also be visible on your 'My Puddle Ducks' account payments page.
- If payments are made on or before the next due date, your child's place in the class is secure. After the payment due date, if a recurring payment has failed, places are not guaranteed and will be offered to any customers waiting for a place in that class. Please note, it is your responsibility to ensure the card details stored by Sage Pay are valid.
- To cancel your 'Recurring Payment' please contact your local Puddle Ducks team by email at least one week before your next payment is due to be taken.
- Please note that selecting our 'Recurring Payment' option does not affect our refund policy.

### **Catch up lessons**

- If you are unable to attend a lesson you are able to book it as a 'holiday' through the 'My Puddle Ducks' area of our website or by contacting your local office. As a goodwill gesture, we will add a 'Catch Up Voucher' (of no cash value) to your account. This can be used to book an alternative lesson, subject to availability, through the 'My Puddle Ducks' area of our website or over the phone with your local office.
- 'Catch up lesson' bookings can only be made a maximum of 7 days before the lesson you wish to attend.
- If, having let us know you cannot attend a lesson, your circumstances change and you are able to attend the lesson, you must let us know in case another catch up lesson has been booked in your space. Please do not just turn up to your lesson as, if the class is full, you and/or your child will not be able to enter the pool for insurance reasons.
- Your payment has reserved your place just for you and if you miss a lesson for any reason we are unable to refund you. 'Catch Up Vouchers' are a goodwill gesture by us (Puddle Ducks) and no replacements or alternatives can be offered.
- If you are unable to attend a catch up lesson, either because there is no availability/space or because you don't have the flexibility to travel to alternative options available, no replacements or alternatives can be offered.
- 'Catch Up lessons' can only be taken by current paying customers.
- 'Catch Up lessons' can only be taken within your regular Puddle Ducks area.
- 'Catch Up Vouchers' have a 6 month expiry date and no cash value.

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- Catch up lessons can only be attended if a space is available. Should the space be taken by a new customer booking, we reserve the right to cancel the catch up lesson even at short notice. We will send you a text message to inform you if this happens.

#### **‘Last minute’ lesson changes or cancellations**

- In the unlikely event of ‘last minute’ lesson changes or a lesson cancellation by us, you will be notified by us, by text message to your mobile phone, with as much notice as possible. If you do not supply us with a mobile phone number, a voice text will be left on your home number (messaging service required such as BT1571). Puddle Ducks will not reimburse any expenses caused by a customer failing to pick up their message.
- If a lesson is cancelled by Puddle Ducks, a credit for the value of that lesson will be added to your account. This will then reduce your next payment amount.
- If your lesson is cancelled part way through, you will only be credited if you were in attendance, and for the part of the lesson that had to be cancelled, on a pro-rata basis.
- If insufficient children are booked into your class, we reserve the right to cancel the class. In this instance you will be fully credited for any remaining lessons after the cancellation has occurred. An alternative class may be offered or a monetary refund will be given.

#### **Refund policy**

- For new customers we offer a 'Three lesson cancellation' policy. This means that up to 48 hours before your 4th scheduled lesson (whether or not you have attended the first 3 lessons) you can contact us for a full refund of all the remaining lessons. Cancellations after this time are not eligible for a refund.
- Existing customers have a 14 day 'cooling off' period after each payment is made for the next block of lessons, provided that none of those lessons have yet taken place. If you change your mind for whatever reason please contact us within 14 days, starting with the day after the payment is made, for a full refund. Please note that if your scheduled lessons have started within the 14 day 'cooling off' period (whether or not you have attended them) you are only eligible for a refund of all future lessons. Cancellations after the 14 day 'cooling off' period are not eligible for a refund.

#### **Aquanatal classes**


In addition to all our other Terms and Conditions, those detailed below are applicable to our Aquanatal customers:

- All pregnant ladies must complete a PARQ which is available from their local office. If any answer on this is ‘yes’ they will be required to produce a medical certificate. The PARQ and, if relevant, the medical certificate but must be returned to the local office or teacher before participating in a class.
- Your due date will be required and will be displayed on our class registers in order to be used by our teachers to help tailor our classes to your individual needs. Please see our ‘Data protection and online security’ section for further details.

#### **Teachers**

- Whilst we will try to ensure you always have the same teacher in a particular class, we cannot guarantee this as teachers may fall ill, leave or cancel for personal reasons. On occasion we may





also need to have a new teacher join or lead your lesson in order to complete their teacher training or assessments. The quality of your lesson will in no way be affected by this though.


### **Data protection and online security**

- In order to book a Puddle Ducks class you must register your details and those of your child/children with us. These will include your real name, mobile and landline phone numbers, email address, home address, emergency contact details and any relevant conditions that could affect you or your child whilst in the pool. Aquanatal customers must also provide their due date.
- We share information provided to us within the Puddle Ducks group. This includes all Puddle Ducks franchises and Puddle Ducks Head Office. This is in order to improve our service to you or to contact you by email to let you know of our other services e.g. our online shop. You can choose to unsubscribe to marketing emails at any time.
- The names of you or your child/children and their ages or your due date will be displayed on our class registers in order to be used by our teachers to help tailor our classes to the individual needs of our customers. These registers are visible to other pool users and are used by selected pool operators for health and safety purposes.
- Please be assured that we will not share this data with any other third party other than those required to process your booking or where we are legally required to do so.
- On very rare occasions we may be obliged to disclose your personal information to third parties
  - Where we are legally required to disclose your information.
  - To assist fraud protection and minimise credit risk.
- Your email address will be used to create your 'My Puddle Ducks' account on our website and for all class communications. By providing us with an email address you are agreeing to receive communication from us by email.
- Any payment card details that you choose to save within our payment system will be held 100% securely by our payment processor 'Sagepay' who are PCI DSS Level 1 compliant.
- Your privacy and data security are of paramount importance to us but unfortunately the Internet is not a 100% secure channel of communication. Any data sent electronically to us is done so entirely at your own risk. Where you have chosen a password, to access certain parts of our website, you are responsible for keeping this password confidential.

### **Offers and Discounts**

There are a selection of Offers and Discounts available to our customers but these are all subject to availability and valid at participating Franchises only.

- **Introductory Offers**
  - Group discount – 10% discount on groups of 3 or more only. Only available for 1<sup>st</sup> booking. Must be booked over the phone with your local office. Children may be in different classes but all the classes must be with the same Franchise and booked at the same time. Can be used in conjunction with Sibling Discount. Cannot be used with any other Introductory or Promotional offers.
- **Loyalty Discounts**
  - Sibling Discount – 10% discount for second child and subsequent children when two or more are booked into a Puddle Ducks class. Can be applied across territories for participating Franchises when different pools are used by different siblings. Can be



used with other Loyalty Discounts. Can be used in conjunction with an Introductory Offer or a Promotional Offer (either/or but not both).

- Recommend-a-friend Credit – If you are an existing customer and you introduce a new customer to Puddle Ducks classes you will both be awarded a £10 credit towards future payment for classes when the new customer pays for their class quoting your unique 'Recommend-a-friend' code. The credit cannot be added retrospectively. Can be used with Sibling Discount but no other Loyalty Discounts. Cannot be used with an Introductory Offer or Promotional Offer. No cash value. Expires after 6 months.
- Aquanatal-Floaties Discount – 20% discount for Aquanatal customers when they enrol for their first block of Floaties lessons. Must be booked before baby turns 6 months old. Must be booked over the phone with your local office. Can be applied across territories for participating Franchises. Can be used with Sibling Discount but no other Loyalty Discounts. Cannot be used with an Introductory Offer or Promotional Offer.

- **Promotional offers**

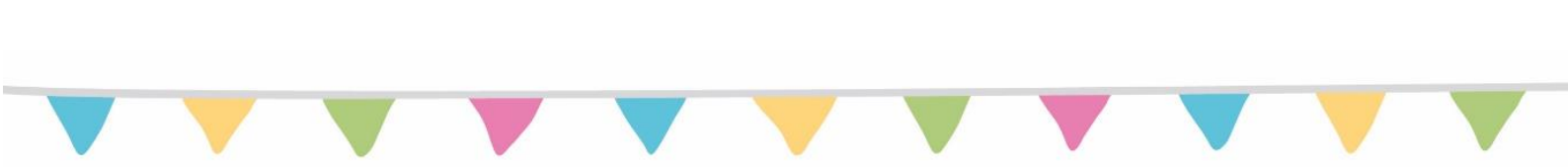
We work with a select group of business partners to bring our customers a selection of great promotional offers.

- Valid for new customer bookings only.
- Promo code must be quoted at time of booking. The offer cannot be added retrospectively.
- Subject to availability.
- Valid at participating franchises only.
- Must be used by set date as detailed in particular offer. If no date is given the maximum expiry is six months after publication.
- Can be used with Sibling Discount but no other Loyalty Discounts.
- Cannot be used in conjunction with an Introductory Offer or any other Promotional Offer.

## **Website information**

The material made available in this site, including materials in linked sites directly or indirectly accessible from this site, are provided 'as is', with no warranty of any kind, express or implied, including those of merchantability and fitness for a particular purpose. Any reference to linked sites or to third party companies, products or services by name does not constitute or infer its endorsement by Puddle Ducks. Puddle Ducks has used all reasonable endeavours to ensure that information provided through this website is accurate at the time of inclusion, however it accepts no liability for any inaccuracies, errors or omissions in the site. The information available on the site may be incomplete, out of date or inaccurate. Puddle Ducks reserves the right at any time and without prior notice to make changes and corrections to the material on the site. Puddle Ducks accepts no liability for any loss or damage of whatsoever nature caused by the use or the inability to use the materials available in this site or any linked site. Puddle Ducks has taken all reasonable steps to ensure that the Intellectual Property of third parties is not infringed. If however, you genuinely believe that the material on this site infringes any Intellectual Property rights, please contact Puddle Ducks directly. All images displayed on this website are under the ownership of the photographer concerned. Agreement to display the photographs has been reached and they are not available to be copied.



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- All of our prices include standard rate VAT where applicable.
  - These Terms and Conditions do not affect your statutory rights.
  - Please note that our business is governed by English law. If any dispute was to arise it would be subject to the exclusive jurisdiction of the courts of England.
  - Please note that Puddle Ducks is the trading name of Puddle Ducks Franchising Ltd. A limited company registered no. 05879603, VAT no. 895926259. Our trading address is: The Grain Store, Hollins Farm, Off Twemlow Lane, Holmes Chapel, Cheshire CW4 8GE.

#### **Puddle Ducks complaints procedure**

We hope you will be delighted with our service but if you are at all unhappy please follow our complaints procedure:

- Speak to the poolside assistant (if present) or teacher, telephone your local Puddle Ducks office or email a written complaint to your local office. The pool or office team member will try to resolve the matter to your satisfaction.
- If the response is not satisfactory a written complaint should be submitted for the attention of Tracy Townend at Puddle Ducks Head Office.