



TERMS AND CONDITIONS FOR PUDDLE DUCKS AQUANATAL CLASSES - DECEMBER 2017

1. OUR TERMS

- 1.1 All those wishing to attend a Puddle Ducks Aquanatal class must agree to the terms and conditions set out below. In the unlikely event of a customer failing to abide by these 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 or admin fee paid.
- 1.2 **What these terms cover.** These are the terms and conditions on which we provide Puddle Ducks Aquanatal classes to you.
- 1.3 **Why you should read them.** Please read these terms carefully before you book our classes. These terms tell you who we are, how we will provide classes to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.


2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Puddle Ducks Franchising Ltd a company registered in England and Wales. Our company registration number is 05879603 and our registered office is at The Grain Store, Hollins Farm, Off Twemlow Lane, Holmes Chapel, Cheshire, CW4 8GE. Our registered VAT number is VAT no. 895926259.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01477 410083 or by writing to us at info@puddleducks.com.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when you booked.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 Booking a class

- 3.1.1 You can make an Aquanatal class booking over the phone with your local Puddle Ducks office.
- 3.1.2 You must complete a PARQ which is available from your local Puddle Ducks office. If any answer on this is 'yes' you will be required to produce a medical certificate. The PARQ and, if relevant, the medical certificate must be returned to your local office or teacher before participating in a class.
- 3.1.3 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.

3.1.4 There are two different payment models for Puddle Ducks Aquanatal classes. Your local Puddle Ducks office will advise which model is used for your chosen class.

3.1.4.1 **'FREE Aquanatal classes'** with one-off admin fee - You are able to attend these classes until your baby is born.

3.1.4.2 **'Paid for Aquanatal classes'** (price per lesson with no admin fee) - You are able to attend for the number of classes that you have pre-paid for whether this is before or after your baby is born

3.1.5 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 and our latest Terms & Conditions.

3.1.6 All class timetables are correct at time of publishing. If your class time changes, your local office will communicate with you.

3.1.7 All of our prices include standard rate VAT where applicable.

3.2 **Last minute lesson changes or cancellations by Us**

3.2.1 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. Puddle Ducks will not reimburse any expenses caused by a customer failing to pick up their message.

3.2.2 If a lesson is cancelled by Puddle Ducks, we will offer you either a place at a replacement class or, if you are attending 'Paid for Aquanatal classes' a monetary refund.

3.2.3 In the case of 'Paid for Aquanatal classes', 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.


3.2.4 If insufficient people are booked into your class, we reserve the right to cancel the class. In this instance we will offer you either an alternative class or a monetary refund of any monies paid.

3.3 **Cancellation Rights**

3.3.1 **The cancellation rights generally available to consumers in accordance with their statutory rights do not apply to the classes provided by us.**

3.4 **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 book lessons after the new Terms and Conditions have come into effect as part of your booking process you will indicate your agreement to be bound by them. Previous versions of our Terms and Conditions will be available for reference on our website.

3.5 Behaviour and responsibilities

- 3.5.1 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.
- 3.5.2 Puddle Ducks may, at its own discretion, refuse entry to a customer if it is felt that the customer's behaviour is unacceptable.
- 3.5.3 It is the customer's responsibility to inform the local office and teacher of any condition that could affect their capabilities in the swimming pool. You must agree to inform us of any changes as soon as you become aware of them. All information provided to us will be treated as strictly confidential.
- 3.5.4 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.
- 3.5.5 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.
- 3.5.6 Food is strictly forbidden in the pool buildings.
- 3.5.7 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.
- 3.5.8 Smoking is strictly forbidden within any pool building or grounds.
- 3.5.9 All Puddle Ducks teachers hold a teaching qualification from either the Swimming Teacher's Association (STA) or Swim England, formerly known as 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 Swim England) and hold a lifesaving and safeguarding qualification as well as a valid DBS check.

WE DRAW YOUR ATTENTION TO THE CONTENTS OF THE FOLLOWING CLAUSE

4. OUR RESPONSIBILITY TO YOU

- 4.1 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;**



for fraud or fraudulent misrepresentation.

- 4.2 **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, your participation at one of our Aquanatal classes is done so entirely at your own risk.**
- 4.3 **Puddle Ducks will not accept any liability for articles lost, damaged or stolen.**
- 4.4 **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.**
- 4.5 **These Terms and Conditions do not affect your statutory rights.**

5. WHAT TO WEAR


- 5.1 You must wear appropriate swimwear in the pool (maternity swimsuits or a standard swimsuit with a maternity bra worn underneath), remove loose fitting or sharp jewellery, tie back long hair or wear a swim hat.
- 5.2 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.
- 5.3 Strictly no outdoor footwear poolside.

6. HEALTH AND SAFETY

- 6.1 You must not attend Aquanatal classes if you have any illness such as an ear infection, chicken pox, impetigo, conjunctivitis or a bad cold. We have been advised that you should not attend 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.
- 6.2 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.
- 6.3 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.

7. PHOTOGRAPHY AND VIDEOS

- 7.1 The taking of photographs and videos is not permitted during an Aquanatal class. If you wish a spectator to take photographs or video footage after the class has finished, you must adhere to the following terms:
 - 7.1.1 There must be no other class members in the background.
 - 7.1.2 You must adhere to pool rules at individual venues, some of which do not permit the use of such photographic equipment. If this is the case with your pool, we ask that you respect their policy.

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- 7.1.3 Photographs or videos where the pool is shared with members of the public will not be permitted.
 - 7.1.4 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.).
 - 7.1.5 Anyone suspected of continually filming or photographing the lessons for any purpose of publication will be asked to stop filming and leave the class.
 - 7.1.6 The teacher or poolside assistant in that lesson has the right to view the photographs or videos taken and to delete any taken at the pool.
 - 7.1.7 In all instances the decision of the Puddle Ducks team member is final.

8. LOST PROPERTY AND VALUABLES


- 8.1 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. Please make sure you have all your belongings with you before leaving.
- 8.2 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.
- 8.3 Please note odds and ends lost property such as shampoo, socks etc. will be disposed of at the end of each day.

9. 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.

10. DATA PROTECTION AND ONLINE SECURITY

- 10.1 In order to book a Puddle Ducks Aquanatal class you must register your details with us. These will include your real name, mobile and landline phone numbers, email address, home address, emergency contact details, baby's due date and any relevant conditions that could affect you whilst in the pool.
- 10.2 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.
- 10.3 You can choose to unsubscribe to marketing emails at any time.

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- 10.4 Your name and 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.
- 10.5 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.
- 10.6 On very rare occasions we may be obliged to disclose your personal information to third parties:
- 10.6.1 Where we are legally required to disclose your information.
 - 10.6.2 To assist fraud protection and minimise credit risk.

11. 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.

11.1 Introductory Offers


- 11.1.1 **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.

12. WEBSITE INFORMATION

- 12.1 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.

13. PUDDLE DUCKS COMPLAINTS PROCEDURE

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

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- 13.1.1 Speak to the poolside assistant (if present) or teacher, or telephone your local Puddle Ducks office.
 - 13.1.2 If the response is not satisfactory, please email a written complaint to your local Puddle Ducks office.
 - 13.1.3 If the response from your local Puddle Ducks office is not satisfactory, a written complaint should be submitted for the attention of the Office Manager at Puddle Ducks Head Office to the address above (see 2.2).

14. OTHER IMPORTANT TERMS

- 14.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.
- 14.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 14.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 14.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 14.6 **Which laws apply to this contract and where you may bring legal proceedings?** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.