



## TERMS AND CONDITIONS FOR PUDDLE DUCKS CLASSES WITH LOCAL TEAMS THAT TAKE MONTHLY PAYMENTS – August 2018

### 1. OUR TERMS

- 1.1 **Please note that any mention of 'Puddle Ducks' in these terms and conditions covers both Puddle Ducks branded classes and Swim Academy branded classes.**
- 1.2 All those wishing to attend a Puddle Ducks 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.
- 1.3 **What these terms cover.** These are the terms and conditions on which we provide Puddle Ducks swimming classes to you.
- 1.4 **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](mailto: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 a class booking over the phone with your local Puddle Ducks office or online at [www.puddleducks.com](http://www.puddleducks.com).
- 3.1.2 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.

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- 3.1.3 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' online account where you can view your payment details at which point a contract will come into existence between you and us.
  - 3.1.4 It is your responsibility to change the generic 'My Puddle Ducks' online 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.
  - 3.1.5 All class timetables are correct at time of publishing. If your class time changes, your local office will communicate with you.
  - 3.1.6 Holiday classes and photoshoots are run as separate events to our regular classes. Payment for these will be taken separately to your automatic monthly payments and will not affect your regular payment due dates.
  - 3.1.7 All of our prices include standard rate VAT where applicable.

## 3.2 Making payment

- 3.2.1 Lessons are paid for in advance. Your initial payment will be for 10 lessons based on your current class fee (whether you are a new or 'lapsed' returning customer). Your subsequent monthly payments (the first of which will be taken in the second calendar month after your initial payment) will be taken on the 1st of the month and will be a maximum of 4 times your current class fee.
- 3.2.2 Your monthly payment amount will be based on your current class fee reduced by any credits that are on your account e.g. cancelled lesson credits. All your payment information will be visible on your 'My Puddle Ducks' online account 'Payments' page.
- 3.2.3 By joining Puddle Ducks and making your first payment, you are authorising Puddle Ducks to take automatic payments ("Continuous Payment Authority") on the next payment due dates until such a time as you give us 30 days written notice to cancel this authorisation.
- 3.2.4 **Using a 'Puddle Ducks Swimming Gift Voucher' to pay, or part pay, for lessons:**
  - 3.2.4.1 **New customers:** If you would like to use one of our 'Puddle Ducks Swimming Gift Vouchers' to pay or part pay for your initial 10 lessons, please input your unique voucher code on the basket page.
  - 3.2.4.2 **Existing customers:** If you would like to use one of our 'Puddle Ducks Swimming Gift Vouchers' to pay or part pay for lessons please redeem the voucher by logging into your 'My Puddle Ducks' online account,



clicking on the 'Redeem Swimming Lesson Gift Voucher' button for the child the voucher belongs to, and inputting the unique voucher code. Alternatively you can phone your local Puddle Ducks team at least one week before your next payment is due to be taken and they will process this for you.

3.2.4.3 please note that no change can be given if the cost is less than the gift voucher value. The excess gift voucher value will remain on your account and will reduce your next monthly payment amount.

3.2.4.4 please note that our gift vouchers expire 6 months after the date of purchase.

3.2.4.5 please note that gift voucher refunds can only be made to the person who purchased the voucher, for the full voucher value and to the card that was used to make the purchase.

- 3.2.5 The continuous payment authority will be taken from the card from which you made your last payment. If you want to change the card details you can do so via your 'My Puddle Ducks' online account.
- 3.2.6 Twice yearly, for your 1<sup>st</sup> January and 1<sup>st</sup> August monthly payments, we will review how many lessons you have paid for in advance and calculate what your 'Balancing Payment' for these months should be.
- If you have paid for 7 lessons or more in advance - no payment is made
  - If you have paid for 6 lessons in advance, payment is taken for 1 lesson
  - If you have paid for 5 lessons in advance, payment is taken for 2 lessons
  - If you have paid for 4 lessons in advance, payment is taken for 3 lessons
  - If you have paid for 3 lessons or less in advance, payment is taken for 4 lessons
  - You will never pay for more than 4 lessons in a balancing month
- 3.2.7 Twice yearly, after your 'Balancing Payment' has taken place, we will notify you by email as to the amount taken that month and your payment schedule for the next 12 months. You can also view your payment schedule at any time via your 'My Puddle Ducks' account.
- 3.2.8 If you change class we will send an additional email detailing your amended payment schedule for the next 12 months.
- 3.2.9 If your class fee changes you will be notified of your revised payment schedule for the next 12 months by your local Puddle Ducks office.
- 3.2.10 If you have 10 or more lessons paid for in any month, no payment will be taken.
- 3.2.11 Example of payments

September	October	1 <sup>st</sup> November	1 <sup>st</sup> December	1 <sup>st</sup> January
Initial payment of 10 x class fee	No payment	Monthly payment of 4 x class fee (max)	Monthly payment of 4 x class fee (max)	Balancing payment – adjusted depending on how many lessons you have paid for in advance

- 3.2.12 It is your responsibility to make sure that there are sufficient funds in your account and that the saved card is valid. If an automatic payment has failed, we will retry on the 4th of the month and you will be notified by email if unsuccessful. A manual payment to your local Puddle Ducks office will then be required to retain your space in the class.
- 3.2.13 If you use a different card to make payments to our online shop please be aware that this new card will then be saved to your account and will be the one that our automatic payments are taken from. If you want to change your saved card details though you can do so in your 'My Puddle Ducks' online account.
- 3.2.14 See our [Recurring Payments FAQs](#) for more information.
- 3.2.15 If you wish to leave Puddle Ducks you must provide your local Puddle Ducks office with 30 days written notice (email is acceptable). You must pay for any of your lessons that are within your notice period. No further continuous authority payment will be taken beyond your 30 days notice period.
- 3.2.16 If you have paid for lessons that run beyond your 30 days notice period you can attend these or choose to have a refund. Any refund is made at the end of the 30 days. This is to take into account any lesson cancellation credits that may issued.

#### **4. Last minute lesson changes or cancellations by us**

- 4.1.1 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 incurred by a customer failing to pick up their message.
- 4.1.2 If a lesson is cancelled by Puddle Ducks, we will offer you either (i) a place at a replacement lesson – details will be advised by your local Puddle Ducks office; or (ii) a credit for the value of the cancelled lesson to be added to your account ("the Credit Option"). If you have been given the Credit Option your next automatic payment amount will be reduced by the equivalent value.
- 4.1.3 If you are unable to attend the replacement lesson offered to you, you must



let us know within 7 days of notification. In this instance you will be given the Credit Option (see 4.1.2).

- 4.1.4 Should you decide to leave Puddle Ducks before the Credit has been used we will refund the Credit to you.
- 4.1.5 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.
- 4.1.6 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. We will offer you either (i) an alternative class or (ii) a monetary refund will be given.

## 5. Unable to attend a lesson?

- 5.1.1 If you know you are unable to attend a lesson **at least 24 hours in advance** please let us know either through your 'My Puddle Ducks' online account or by telephoning your local Puddle Ducks office. As a goodwill gesture, we will add the option for you to **book a 'Courtesy Class'** (see 5.1.6) through your 'My Puddle Ducks' online account or over the phone with your local office. A 'Courtesy Class' is an alternative lesson to your normal lesson on a different day or time or at a different pool, **subject to availability**. Please note that you could be swimming more than once per week.
- 5.1.2 **If you are unable to let us know that you will not be attending a lesson at least 24 hours in advance we will be unable to provide you with the option to book a 'Courtesy Class'.**
- 5.1.3 Your lesson payment has reserved your place just for you and if you miss a lesson for any reason we are unable to refund you. 'Courtesy Classes' are a goodwill gesture by us (Puddle Ducks) and are subject to availability. They have no cash value and no replacements or alternatives can be offered.
- 5.1.4 If, having let us know you are unable to attend your normal lesson, your circumstances change and you are, in fact, able to attend the lesson, you must speak to your local Puddle Ducks office in case another customer has booked a 'Courtesy Class' in your space. Please do not just turn up to your normal lesson as, if the lesson is full, you and/or your child will not be able to enter the pool for insurance reasons.
- 5.1.5 **Please note that 'Courtesy Classes' CANNOT be added on to the end of a block of lessons. They can only be taken by current paying customers and cannot be used to extend the original time period of your paid-for lessons.**
- 5.1.6 'Courtesy Class' bookings can be made a maximum of **6 days in advance** and **up to 1 hour before** the 'Courtesy Class' is due to take place. Bookings



can be made through your 'My Puddle Ducks' online account or over the phone with your local office. A list of available lessons with spaces for that day and the next 6 days will be offered to you. There is no guarantee that there will be available lessons with spaces though. Please keep checking back as space in a lesson can vary up to 24 hours before the lesson takes place. You will receive a confirmation email once your booking has been made.

- 5.1.7 If you book a 'Courtesy Class' **with less than 24 hours to go** before the lesson is due to take place you will receive a confirmation text and email. Please show a print-out of the email, or the text/email on your phone\*, to either the teacher before entering the pool, to the poolside assistant, if present and/or to the pool operator (if you are attending a pool where they register your arrival on site). This is because your Teacher may have already printed their register and they need to know it's OK for you to attend the lesson before you enter the pool. This is to ensure that your details are added to our register for health and safety purposes.
- 5.1.8 \*Puddle Ducks cannot accept any responsibility for the safety of mobile phones brought poolside.
- 5.1.9 'Courtesy Class' bookings **can be cancelled up to 24 hours in advance** of the lesson taking place through your 'My Puddle Ducks' online account. In this instance the 'Courtesy Class' option will be re-added to your account with the same expiry date as the original and can be booked again in the normal way.
- 5.1.10 If you are unable to cancel a 'Courtesy Class' booking more than 24 hours in advance and then fail to attend the booked 'Courtesy Class' no replacement or alternatives will be offered.
- 5.1.11 If you and/or your child have any health condition that affects you or your child's capabilities in the swimming pool, you must inform the teacher upon arrival at the 'Courtesy Class'. If this is not your regular teacher they will not be familiar with your personal situation and if you book the 'Courtesy Class' last minute, they may not have had chance to read your notes before the lesson. You must accept that you may not be able to partake in all the activities in the lesson.
- 5.1.12 If you are unable to book a 'Courtesy Class', either because there is no availability/space or because you don't have the flexibility to travel to alternative pools available, no replacements or alternatives will be offered.
- 5.1.13 'Courtesy Classes' can only be taken within your regular Puddle Ducks area.
- 5.1.14 A 'Courtesy Class' booking must be made within 6 months of issue.
- 5.1.15 A 'Courtesy Class' 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 'Courtesy Class', even at short notice. We will send you a text message to inform you if this happens and add a new option for you to book a 'Courtesy Class' to your 'My Puddle Ducks' online account. This new booking must be made within 6 months of issue.

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- 5.1.16 We do not provide 'Courtesy Classes' for Holiday Class bookings and you are not able to book a 'Courtesy Class' as part of a Holiday Class booking (see 3.1.6).

## 5.2 Cancellation Rights

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

5.2.2 As a gesture of goodwill however we give our customers rights to cancel in certain circumstances referred to below.

5.2.3 New Customers are children who are starting a Puddle Ducks class for the first time ("New Customers").

For New Customers we offer a 'Three lesson cancellation' policy. This means that any time before 48 hours prior to a New Customer's 4th scheduled lesson (whether or not that customer has attended the first 3 lessons) ("The New Customer Cancellation Period") a New Customer can contact us in writing (email is acceptable) for a full refund of all the remaining lessons. If a New Customer cancels after the New Customer Cancellation Period or does not put their cancellation in writing the New Customer will not be eligible for a refund.

## 5.3 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 can be requested from [info@puddleducks.com](mailto:info@puddleducks.com).

## 5.4 Behaviour and responsibilities

5.4.1 All children attending the following Baby & Pre-school classes: Floaties, Splashers, Kickers, Little Dippers and Dippers, must be accompanied in the water by their adult carer.

5.4.2 Customers are responsible for the child in their care at all times (except during a class where the child is NOT accompanied in the water by an adult carer i.e. Swim Academy) and must inform the teacher prior to the lesson of any concerns they have.

5.4.3 If you need to bring a sibling along to your child's lesson to be left poolside please check with your local Puddle Ducks office as the spectator policy at the pool may or may not allow this. The sibling is the responsibility of you as the parent/carer at all times. If the sibling needs attention on the poolside, it is the sole responsibility of you as the parent/carer to undertake this. If you need to exit the pool, you cannot leave the swimmer with the teacher. Our

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- recommendation is that you bring another supervising adult with you to the lesson.
- 5.4.4 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.
  - 5.4.5 Puddle Ducks may, at its own discretion, refuse entry to a customer if it is felt that the customer's behaviour is unacceptable.
  - 5.4.6 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.
  - 5.4.7 It is the customer's responsibility to inform the local office and teacher of any condition that could affect their own 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 by contacting your local office. All information provided to us will be treated as strictly confidential.
  - 5.4.8 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 be at least 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.
  - 5.4.9 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.
  - 5.4.10 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 ensure changing room comfort.
  - 5.4.11 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.
  - 5.4.12 Food is strictly forbidden in the pool buildings.
  - 5.4.13 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.
  - 5.4.14 Smoking is strictly forbidden within any pool building or grounds.
  - 5.4.15 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.

- 5.4.16 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.

## **WE DRAW YOUR ATTENTION TO THE CONTENTS OF THE FOLLOWING CLAUSE**

### **6. OUR RESPONSIBILITY TO YOU**

- 6.1 **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.**
- 6.2 **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, 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.**
- 6.3 **Puddle Ducks will not accept any liability for articles lost, damaged or stolen.**
- 6.4 **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.**
- 6.5 **These Terms and Conditions do not affect your statutory rights.**

### **7. WHAT TO WEAR**

- 7.1 We operate a strict 'double nappy' policy for those children in Floaties, Splashers, Kickers and for any other children not yet fully toilet trained. An approved snug-fitting neoprene swim nappy (such as our Puddle Ducks neoprene swim nappy or one of a similar design i.e. with snug fitting cuffs at the waist and legs) must be worn with a swim under-nappy (either a disposable paper swim nappy or a reusable cotton swim nappy with a disposable liner) underneath. Please gain approval from your local Puddle Ducks office if you are planning to use a neoprene swim nappy other than those available from our online shop. 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.
- 7.2 Swim Academy: Boys should wear trunks or jammers. Girls should wear a well-fitting



one-piece swimming costume. Baggy 'Bermuda style' shorts or baggy swimming costumes are not allowed as these can cause drag in the water and could delay your child achieving a distance swim.

- 7.3 Children must remove loose fitting or sharp jewellery before swimming. Hoop earrings are not permitted.
- 7.4 All Swim Academy children must wear swim hats in the pool. Children in our Dabblers classes are advised to wear swim hats in the pool.
- 7.5 Adults must wear appropriate swimwear in the pool, remove loose fitting or sharp jewellery, tie back long hair or wear a swim hat.
- 7.6 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.
- 7.7 Strictly no outdoor footwear poolside.
- 7.8 Goggles – We do not permit children to wear goggles in our Floaties, Splashers or Kickers swimming classes.
- 7.9 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.

## **8. HEALTH AND SAFETY**

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.

## **9. PHOTOGRAPHY AND VIDEOS**



9.1 **Please note that any mention of 'Photography' in these terms and conditions covers both the taking of photographs and video footage.**

9.2 Strictly no photography in changing rooms.

9.3 If you wish to take photographs or video footage during our lessons, you must adhere to the following terms. Any person not following these terms may be asked to leave the lesson and will not be permitted to continue with their Puddle Ducks journey:

9.3.1 Photography can only take place in 'splash time' and must not interfere with the lesson. There must be no other customers in the background. Photography at any other time is strictly not allowed.

9.3.2 Due to the format of the classes, photography is not allowed at any time during Swim Academy lessons.

9.3.3 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 image.

9.3.4 Underwater photographs or underwater videos are forbidden.

9.3.5 Parents who are concerned that their child is in an image taken by another customer have the right to ask to view that image and for it to be deleted if they are in fact in the shot.

9.3.6 Please remain sensitive to the feelings of others and always stop filming should you be asked to do so.

9.3.7 You must adhere to pool rules at individual venues, some of which do not permit the use of photography equipment. If this is the case with your pool, we ask that you respect their policy.

9.3.8 Photography where the pool is shared with members of the public will not be permitted.

9.3.9 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.)

9.3.10 Anyone suspected of filming or photographing the lessons for any purpose of publication will be asked to leave and will not be permitted to continue with their Puddle Ducks journey.

9.3.11 The teacher or poolside assistant in that lesson has the right to view the images taken and to delete any taken at the pool.

9.3.12 In all instances the decision of the Puddle Ducks team member is final.

## **10. LOST PROPERTY AND VALUABLES**

10.1 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.



10.2 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.

10.3 Please note odds and ends lost property such as shampoo, dummies, socks etc. will be disposed of at the end of each day.

## **11. AQUANATAL CLASSES**

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

11.1.1 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 must be returned to the local office or teacher before participating in a class.

11.1.2 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.

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

11.3 **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

## **12. 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.

## **13. PROGRESSION THROUGH OUR SWIMMING PROGRAMME LEVELS**

Our programme levels are designed around a child's physical and emotional development. Moving children into classes before a certain age could be physically difficult for them due to the activities we are doing but also emotionally as there is an expectation for them to understand instructions. We have therefore applied a minimum age to each level which is based around these considerations and must be adhered to (please see <http://www.puddleducks.com/programmes>).

## **14. DATA PROTECTION AND ONLINE SECURITY**

14.1 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, your child's date of birth and any relevant conditions that could affect you or your child whilst in the pool. Aquanatal customers must also provide their baby's due date.

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- 14.2 We share information provided to us within the Puddle Ducks group. This includes all Puddle Ducks local teams 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.
- 14.3 You can choose to unsubscribe to marketing emails at any time.
- 14.4 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.
- 14.5 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.
- 14.6 On very rare occasions we may be obliged to disclose your personal information to third parties:
- 14.6.1 Where we are legally required to disclose your information.
  - 14.6.2 To assist fraud protection and minimise credit risk.
- 14.7 Your email address will be used to create your 'My Puddle Ducks' online 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.
- 14.8 Any payment card details saved within our payment system will be held 100% securely by our payment processor 'Sagepay' who are PCI DSS Level 1 compliant.
- 14.9 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.

## 15. 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.

### 15.1 Introductory Offers

- 15.1.1 **Group discount** – 10% discount on groups of 3 or more only. Only available for 1st 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 local team. Can be used in conjunction with Sibling Discount. Cannot be used with any other Introductory or Promotional offers.

### 15.2 Loyalty Discounts

- 15.2.1 **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 local teams 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).

15.2.2 **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 lessons when the new customer pays for their class quoting your unique 'Recommend-a-friend' code (either online or over the phone with their local office). 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.

15.2.3 **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.

15.2.4 All Loyalty Discounts must be booked over the phone with your local office except for the Recommend-a-friend Credit which can also be used online. 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.

### 15.3 Promotional offers

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

15.3.1 Valid for new customer bookings only.

15.3.2 Promo code must be quoted at time of booking either online or over the phone with your local office. The offer cannot be added retrospectively.

15.3.3 Subject to availability.

15.3.4 Valid at participating local teams only.

15.3.5 Must be used by set date as detailed in particular offer. If no date is given the maximum expiry is six months after publication.

15.3.6 Can be used with Sibling Discount but no other Loyalty Discounts.

15.3.7 Cannot be used in conjunction with an Introductory Offer or any other Promotional Offer.

## 16. WEBSITE INFORMATION

16.1 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.

## **17. PUDDLE DUCKS COMPLAINTS PROCEDURE**

- 17.1 We hope you will be delighted with our service but if you are at all unhappy please follow our complaints procedure:
- 17.1.1 Speak to the poolside assistant (if present) or teacher, or telephone your local Puddle Ducks office. The pool or office team member will try to resolve the matter to your satisfaction.
  - 17.1.2 If the response is not satisfactory, please email a written complaint to your local Puddle Ducks office.
  - 17.1.3 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 2.1).

## **18. OTHER IMPORTANT TERMS**

- 18.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.
- 18.2 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.
- 18.3 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.
- 18.4 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.
- 18.5 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.

**18.6 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.