



TERMS AND CONDITIONS FOR TRAINING COURSES – Published 3rd July 2019


Definitions

ATC	PDF Aquatic Training (ATC 00051) under which STA courses are delivered
Document Platform	Facility for Team Members to access teaching and training resources
External Learner	A Learner who is not an employee or partner of Puddle Ducks Franchise
Learner	The trainee attending the Training Course
Puddle Ducks, Us	Puddle Ducks Franchising Limited, a company registered in England and Wales. Our company registration number is 05879603 and our registered office is The Grain Store, Hollins Farm, Off Twemlow Lane, Holmes Chapel, Cheshire, CW4 8GE. Our registered VAT number is 895926259.
Puddle Ducks Course	Training courses available only to Team Members
Puddle Ducks Franchise	A business trading as Puddle Ducks under a franchise agreement with Puddle Ducks Franchising Ltd
STA Course	Swimming Teacher Association courses which are delivered under the PDF Aquatic Training (ATC 00051) and are available to all Learners
Team Member	A Learner who is an employee or partner of a Puddle Ducks Franchise
Training Course	Relates to both Puddle Ducks and STA Training Courses
Tutor	A Puddle Ducks or STA Tutor who will deliver your training
Writing	Written communication including emails

1. OUR TERMS

- 1.1. All Learners wishing to attend a Training Course run by Puddle Ducks must agree to the terms and conditions set out below. In the unlikely event of the Learner failing to abide by these terms and conditions, a Learner may be requested to not attend the course. In this instance Puddle Ducks will be under no obligation to provide a refund for any course fees.
- 1.2. **What these terms cover.** These are the terms and conditions on which we provide Training Courses to you.
- 1.3. **Why you should read them.** Please read these terms carefully before you book on a Training Course. These terms tell you who we are, how we will deliver Training Courses 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

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- 2.1. **How to contact us.** You can contact us by telephoning our customer service team on 01477 410083 or by writing to us at courses@puddleducks.com
- 2.2. **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.

3. OUR CONTRACT WITH YOU

3.1. Booking a Training Course

3.1.1. You must complete the health questionnaire when booking onto the Training Course.

3.1.2. Once your booking has been received you will receive an automated confirmation email detailing what you have booked.

3.1.2.1. Team Members can find all Training Course timetables and venue information on the Puddle Ducks Document Platform and are correct at time of publishing.

3.1.2.2. External Learners will also receive an email from technical@puddleducks.com within 3 working days providing further information about the Training Course, including timetables and venue information and are correct at time of publishing.

3.1.3. All our prices include standard rate VAT where applicable.

4. CHANGES TO TRAINING COURSES/CANCELLATIONS

4.1. Training Course cancellations or changes made by Us

4.1.1. We reserve the right to cancel or change the Training Course. In the unlikely event of Training Course changes or a Training Course being cancelled by us, you will be notified by us, by email and telephone call with as much notice as possible. You will be offered either a place on an alternative Training Course or a monetary refund. Puddle Ducks will not reimburse any expenses incurred and in addition to this we will not reimburse expenses caused by you failing to pick up the message.

4.2. Training Course cancellations or changes made by you


4.2.1. 6 weeks or more before the start date of the Training Course:

A full refund will be issued for the Training Course within 10 working days or you can be transferred to an alternative Training Course of the same price. Puddle Ducks will not reimburse any expenses incurred.

4.2.2. More than 2 and less than 6 weeks before the start date of the Training Course:

A refund less £60 administration fee will be issued within 10 working days or you can be transferred to an alternative Training Course of the same price. Puddle Ducks will not reimburse any expenses incurred.

4.2.3. More than 2 days and less than 2 weeks before the start date of the Training Course:



A refund less 25% of the booking fee will be issued within 10 working days. Or you can be transferred to an alternative Training Course, at which point we will take a payment of an additional 10% of the booking fee as an administrative charge. Puddle Ducks will not reimburse any expenses incurred.

4.2.4. Within 48 hours of the start date of the Training Course:

No refund will be given. Puddle Ducks will not reimburse any expenses incurred.

4.2.5. STA Safety Training Award Manual:

A refund will be processed for the cost of the manual when it is returned to Puddle Ducks in the state it was sent. No refund will be given for any postage costs incurred.

4.3. Behaviour and responsibilities

4.3.1. Learners are expected to behave in a civilised manner towards the Tutor, other Learners on the Training Course and any members of the public who are using the same pool. They are always expected to refrain from using foul language.

4.3.2. Puddle Ducks may, at its own discretion, refuse entry to a Learner if it is felt that the Learner's behaviour is unacceptable.

4.3.3. It is the Learner's responsibility to inform the Technical Team at Puddle Ducks (technical@puddleducks.com) and the Tutor of any condition that could affect their capabilities in the swimming pool/classroom. The Learner must agree to inform us of any changes as soon as they become aware of them. All information provided to us will be treated as strictly confidential.

4.3.4. Learners must follow any pool procedures as advised to them at the time of booking. Please adhere to all instructions given, paying particular attention to the information regarding to car parking, entry and exit route to pools.

4.3.5. Smoking is strictly forbidden within any pool building or grounds.

4.3.6. All Puddle Ducks Tutors hold a tutoring qualification from the Swimming Teacher's Association (STA). In addition, Puddle Ducks Tutors undergo full in-house training to ensure they meet our rigorous tutoring standards. All of our Tutors are insured through the STA and hold a lifesaving and safeguarding qualification as well as a valid DBS check.

4.3.7. All STA Courses delivered under the ATC are bound by strict policies including:

- Complaints Policy
- Malpractice & Maladministration Policy
- Equal Opportunities Policy
- Appeals Policy
- Internal Quality Assurance Policy
- Health, Safety & Safeguarding Policy
- GDPR Policy



The above policies are available on request from technical@puddleducks.com

5. PAYMENT AND PRICES

- 5.1. **Where to find the price for the Training Course.** The price of the Training Course (which includes VAT) will be the price indicated on the booking page when you place the booking. We take all reasonable care to ensure that the price of the Training Course advised to you is correct. However please see clause 5.3 for what happens if we discover an error in the price of a Training Course that has been booked.
- 5.2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your booking date and the date we deliver the Training Course, we will adjust the rate of VAT that you pay, unless you have already paid for the Training Course in full before the change in the rate of VAT takes effect.
- 5.3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Training Courses we sell may be incorrectly priced. We will normally check prices before accepting the booking so that, where the Training Course's correct price at the booking date is less than our stated price at the booking date, we will charge the lower amount. If the Training Course's correct price at the booking date is higher than the price stated to you, we will contact the Learner for instructions before we accept the booking. If we accept and process the booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by the Learner as a mispricing, we may end the contract and refund the Learner any sums they have paid.
- 5.4. All payment details are taken by our secure online payment processor 'Sagepay' who are level 1 PCI DSS compliant. This means that they follow the highest security regulations for online payment processing.
- 5.5. **When you must pay and how you must pay** Full payment is required at time of ordering. We accept online payment by the following credit/debit cards: VISA, MasterCard and Maestro.
- 5.6. You must confirm that you are the registered credit/debit card holder. Please note that validation and authorisation checks by the card issuer will be carried out on all transactions.

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 tutor(s), Puddle Ducks Franchising Ltd, its franchisees or employees, your participation at one of our Training Courses is done so entirely at your own risk.



6.3. Puddle Ducks will not accept any liability for your articles lost, damaged or stolen.

6.4. These Terms and Conditions do not affect your statutory rights.

7. WHAT TO WEAR

7.1. Please refer to the Training Course timetable for specific instructions on what to wear.

7.2. All plasters and hair clips must be removed before swimming due to risk of them falling off in the water and damaging the pool filters.

7.3. Strictly no outdoor footwear poolside.

8. HEALTH AND SAFETY

8.1. Team Members should refer to the Health & Safety Policy in Section 11 on the Document Platform. External Learners can request a copy of the ATC Health & Safety Policy from technical@puddleducks.com

9. PHOTOGRAPHY AND VIDEOS

9.1. The taking of photographs and videos are not permitted during a Training Course unless otherwise indicated by the Tutor.

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.


11. TUTORS

11.1. Whilst we will try to ensure you have the same Tutor for the Training Course, we cannot guarantee this as Tutors may fall ill, leave or cancel for personal reasons. On occasion we may also need to have a new Tutor join or lead your course in order to complete their training or assessments. The quality of your course will in no way be affected by this.

12. DATA PROTECTION AND ONLINE SECURITY

12.1. When booking onto a course run by Puddle Ducks or the ATC you will be asked to complete a health questionnaire. The information you provide on this form will only be available to Puddle Ducks, the ATC and the Tutor running the training course.

12.2. Your name and telephone number will appear on the course register for the Tutor to refer to during the course. They are only used by the Tutor and are not shared with anyone outside of Puddle Ducks.

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- 12.3. Please be assured that Puddle Ducks will not share your data with any other third party other than those required to process your booking or where we are legally required to do so.
- 12.4. On very rare occasions we may be obliged to disclose your personal information to third parties:
- 12.4.1. Where we are legally required to disclose your information.
 - 12.4.2. To assist fraud protection and minimise credit risk.

13. OTHER IMPORTANT TERMS

- 13.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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 course or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5. 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 the 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.
- 13.6. **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 North Irish or the English courts.