Guidance to Parents and Direct Debit Guidance

February 2018

Review Date: On-going based upon feedback
Guidance to Parents

Foreword

This guidance tells you about the rules of ‘in at the deep end’ (IATDE) as required by its insurance companies, National Governing Bodies and recognised good practice.

We follow current good practice and take advice from recognised governing bodies such as the Amateur Swimming Association (ASA), The Swimming Teachers Association (STA), Royal Lifesaving Society (RLSS) and the Chartered Institute for the Management of Sport and Physical Activity (CIMSPA). If you have any queries about this guidance, please ask any member of staff. If there are any changes to this guidance during the course of a term, we will try to let you know.

Swim School Lessons

Our swim school lessons do not exceed recommended guidelines on staff–participant ratios. In all cases the ratio will not exceed 20:1 and in many cases are much lower than this, especially in beginner lessons. For health and safety reasons no person must enter the pool hall until all members of staff are on site.

Our responsibility — All lessons are taught and supervised by fully qualified swimming instructors. We will supervise children only in the pool hall. However, staff are available to offer assistance should an emergency situation arise elsewhere on the site.

Your responsibility — Children aged 8 and under must be accompanied by an adult who will remain on site at all times during the lesson.

Policies

This document is intended as a ‘whistle-stop tour’ of the most common questions we receive during the course of lessons. However, it should be read in conjunction with our full bank of policies which are available at www.inatthedeepend.com. Our website includes all of our relevant policies including Safeguarding, Data Protection, Health and Safety and Complaints.

Changing facilities and appropriate swim wear

In accordance with good safeguarding practice, children aged nine or over must not use the opposite-sex changing rooms, and parents/guardians of these children may not accompany the child into an opposite-sex changing area. For example, a female parent/guardian may assist her five-year-old son to dress in the girls’ changing area, but cannot accompany her nine-year-old son into the boys’ changing area.

Family changing facilities are available at Castle View, although parents/guardians and children must walk through the appropriate changing rooms to get to the family changing areas as per the guidelines above. Parents may not cross in to the opposite genders entrance.
area for safeguarding reasons. This means that female parents must enter and exit the Family Changing rooms via the Female changing room.

For safeguarding and hygiene reasons we must request that all swimmers wear the appropriate swim wear. Children arriving to lessons in underwear may be turned away from their lesson. For swimmers in our swim a song class we ask that appropriate swim nappies are worn to avoid accidental soiling of the water.

**Course Pre-requisites**

Some lessons and activities we run have pre-requisites for admission. Where this is the case it is clearly documented on booking forms and all parents/guardians must ensure that children will be able to achieve the pre-requisites before booking a space as refunds will NOT be given where a child fails to meet them nor will they be allowed to participate in the session.

**Photography**

Photographing and the recording of images is only permitted with the written authorisation of IATDE management. This is generally restricted to controlled conditions with the agreement of all participants.

**Electronic Equipment**

As most electronic equipment now includes a camera facility, these devices must be switched off while poolside and w/tablets, Nintendo DSs and Kindles. This is to protect both the device user and children. IATDE would encourage all users to report any suspicious activity to a member of staff as soon as they can.

**Lesson observation**

Parents/guardians are invited to observe their child’s swimming lesson and progress made on the first and last lesson of each term, from the designated seating area. For health and hygiene reasons please remove outdoor shoes before entering the pool or shower area. Unfortunately, we are unable to allow observations of lessons outside these dates. This does not apply to classes where children are accompanied in the water by an adult, e.g. Swim-a-Song, however, for clarification this does not extend to spectators on poolside.

**Child sickness, illness and medical or learning issues**

We would request that all parents use their common sense when sending children to swimming lessons if they have been ill. Children should not participate in swimming activities if they have suffered from sickness or diarrhoea within the previous 48 hours. If you are unsure as to whether your child is well enough to swim, please do not hesitate to contact us.

To ensure that all children are given the best opportunity to succeed, and, to keep them safe
we ask that you inform us of all medical conditions a child may have (including serious historic ones such as heart operations, leukaemia or epilepsy) as well as learning difficulties including autism, hearing impairments, dyspraxia or ADD/ADHD.

1:1 and 2:1 lesson cancellation via parents
We understand that sometimes people are ill and unable to attend their lessons. Where this is the case and provided we have been given a minimum of 48 hours notice either via email or our 0800 number we will not charge for the missed lesson.

While refunds will not be issued we will offer any missed sessions as a credit towards a new block of 1:1 lessons or our standard group sessions at your discretion. At the end of a term should you decide to not continue with your sessions either via lessons or 1:1’s all missed lesson fees will be forfeited.

For your convenience a voice mail system operates on the 0800 number and messages left on this will count in regards to lesson cancellations.

IATDE Lesson cancellation including Credits and Refunds
Should IATDE need to cancel a lesson, we will endeavour to inform all parents/guardians using the contact details provided on enrolment forms, preferably via text message. Please note, however, we cannot guarantee that this will happen—especially if a closure is decided at short notice. In the case of extended closure we will keep local press informed of when lessons will be recommencing.

If your contact details change, please inform your child’s swimming teacher or update your details online so that we can ensure you do not miss any communication from us.

Where possible, we will attempt to reschedule the cancelled session(s) at the end of the term or during the half-term holiday. Where this is not possible, a refund will be offered as a credit towards the next course of lessons. Alternatively, a refund payment will be made either by cheque or onto the original payment card.

Where credits are issued towards a new term of lessons these will be offered on a per lesson basis. For example, should two lessons be cancelled in a term, you will receive two free lessons next term—irrespective of any discounts previously used or price increases that may have taken effect. However, when discounts towards a new term are not possible, or wanted, refunds will be made via the original payment method and will be processed at the cost paid per lesson.

Due to the rules stipulated by our online card processing company, refunds must be issued to
the original payment card. However, should a payment have been made via a card in-centre, this may be refunded via cash or cheque at our discretion.

Customers enrolling via our online system will see all credits added to their online account. These credits will be applied to any outstanding balance on your account, thus reducing any direct debit payments remaining in the term. If no payments remain, the credit will be applied to the following term’s fee. Should a swimmer paying via direct debit not wish to return the following term then a refund will be offered, however, this will need to be requested as it is not an automated process.

It may take us a few days to add refunds to the online system especially in the case of extended closures where our priority is communicating with parents of the affected lessons.

Credits are allocated to the parent/guardian of the child and cannot be transferred to another family.

Enrolment
All swimmers must re-enrol by the dates specified on your enrolment letter. Failure to do this could lead to your child’s place being offered to somebody else. We are able to offer online re-enrolments including via direct debit, the chance to enrol at a different centre on a different day, via post or BACs bank transfer. Please speak to your swimming teacher or contact us for more information or if you are not able to enrol by the specified dates.

Accepted methods of payment
It is possible to pay for lessons in-centre via cash, cheque or credit/debit card (day dependent). Payments may be made online by credit/debit card, PayPal or direct debit. Bank transfer payments can also be made on request.

Failed payments
Due to charges imposed on us by our bank we must make a charge of £7.50 for any cheque, card or direct debit payment returned to us as unpaid. As a requirement of our insurance policy, any child who has not paid for their block of lessons or had a payment returned as unpaid will be unable to participate in their lessons until the term fee and £7.50 charge has been paid in full. Should you wish to pay via credit/debit card over the phone following a returned payment an additional £5.00 processing fee will apply (making a total of £12.50) to cover staffing overheads.

Payment by direct debit
Please see the direct debit guidance section of this document.
Refunds

If lessons are cancelled by you after payment has been made, refunds will not normally be offered. In exceptional circumstances, places may be held and credits issued towards the next term of lessons. Where this is not possible, refunds may be offered at the discretion of management, subject to a £12.50 admin charge which will be deducted from the refunded amount. Refunds paid via credit / debit card online will be refunded to the card used to pay for the course.

Payments made by card in-centre will be refunded via bank transfer or cheque.

Please note that exceptional circumstances does not extend to children simply not being ready for swimming lessons, changing their mind or parents no longer being able to bring them to their designated lesson.

14-Day Cooling Off Period

In accordance with the Consumer Contracts Regulations, anyone booking lessons for the first time over the phone or online via credit or debit card is entitled to a 14-day cooling off period. The 14-day cooling off period commenced from the date of payment. People wishing to exercise the right to this must contact us within 14 days of purchase. Refunds will be made back to the original card used for payment.

Should lessons have already commenced, the cost of any lessons taken within that period will be deducted from the amount refunded. We ask therefore that you ensure your child is ready for lessons before booking them in.

Code of Conduct

Any behaviour which can be perceived as threatening or abusive towards any member of our staff, centre staff or member of public will not be tolerated. Anyone breaking this rule may be asked to not return. Anybody requested to not return will not receive a refund.

Data Protection (GDPR May 2018)

The information provided by you to us will only be used for the purposes of processing and administering the swim school. No information is sold or passed to any third parties without your explicit consent. The information you provide us (name, contact details, medical conditions etc.) is held securely and only accessible to those who need access to it.

Some information will be transferred to third parties to allow us to process your enrolments. This includes but is not limited to the companies who send out our text messages should we cancel lessons, WorldPay and GoCardless who process our electronic payments, the companies who provide our storage and email systems (BaseCamp, Office365 and Dropbox).
our backup provider (Code42) or the organisations we work with to ensure compliance with all regional laws (e.g. our accountants, system administrators and HR providers). Only information which is relevant to each organisation will be transferred. For example our HR and Accountants will not receive information of swimmers personal details.

All of these companies have been thoroughly vetted and are fully compliant with the regulations around the GDPR and if outside of the EU hold the appropriate compliance certification to allow us to work with them.

The processing and storage of all data is entirely optional to all parents, guardians and swimmers, however, without the consent for us to store and process the information we will be unable to accept you in to our swim school.

in at the deep end is fully registered with the ICO in regards to all of its data processing and storage.

More detailed information around our Data Protection promises can be found on our website in the Data Protection area.

**Data Protection—Updating and Transferring Information**

At anytime customers can update their information via our online Portal at [http://portal.inatthedeepend.com](http://portal.inatthedeepend.com) or by contacting a member of IATDE staff who will do it on their behalf. Our systems have also been set up so that should you wish to transfer the data held within it to another organisation you can print the pages of information out and pass it to them for processing. There is no automated way in which to do this.

**Smoking**

All City of Sunderland land is designated as no-smoking zones. Any parents/guardians who do wish to smoke must leave the site before smoking. This includes the use of e-cigarettes.

**Comments, feedback and getting in touch with us**

IATDE welcomes your feedback and suggestions for improvement to our services, or to discuss any issues you have about your child’s swimming. You can get in touch with us in person via any of our swimming instructors (however, to avoid disruption to lessons, please try to do this before or after, rather than during, a lesson); by visiting our website at [www.inatthedeepend.com](http://www.inatthedeepend.com); emailing us at admin@inatthedeepend.com or by calling 0800 840 3084 and leaving a message (don’t forget to include your contact details).

Alternatively you can follow us on Twitter [@iatde](https://twitter.com/iatde) or find us on Facebook at [www.facebook.com/inatthedeepend](https://www.facebook.com/inatthedeepend).
Direct Debit Guidance

Introduction
If you would like to pay for swimming lessons by direct debit, this can be done via our online system. This option is only available to swimmers after their first term of lessons and if they opt to enrol online as we have no paper based alternative. This document should be read in conjunction with the ‘Guidance to Parents’ information previously especially around credits, refunds and Data Protection.

Direct Debit Guarantee
in at the deep end’s direct debits are processed by GoCardless. As part of this we offer the direct debit guarantee as detailed below:

The Direct Debit Guarantee
- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or interval of your Direct Debit GoCardless will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request GoCardless to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by GoCardless or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society - If you receive a refund you are not entitled to, you must pay it back when GoCardless asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

Important Information
Direct debits MUST be set up by the 21st of the month before the first payment will be taken. For example, if the first payment for spring term is due in January you MUST have set up your direct debt by the 21st of December. Failure to do this will mean you are NOT enrolled on your course and may forfeit your place. As this is an automated system we are NOT able to override it.

Setting Up the Direct Debit
To set up a direct debit, first complete the enrolment process, and then follow the steps below:
- Log on to the online system
- Click on ‘Account Balance
- Select the ‘Direct Debit’ option in the blue box
- Follow the prompts to complete the direct debit with GoCardless. Please note that in at the deep end will never see or hold your bank details.
Direct Debit Dates

GoCardless will automatically email you on the 28th of each month prior to any payments been taken out of your bank. Payments will be taken around the beginning of each month.

Payment Schedule

We will always have at least three direct debit dates per term although in longer terms we may run more payments. Payments may vary with more being taken in the initial months. Information on the payment split will be shown on the enrolment letters and is also available via the online portal under the ‘Direct Debit Schedule’ link on the left hand menu.

If you were to sign up and join the direct debit scheme late, for example a swimmer returning to us where the parent already had a valid direct debit payment set up would find that their first payment would also include any missed during the previous months. For example if a payment of £60 is split in to four equal payments and you enrol before payment two your first payment would be £30.

Extra Payments

Should you make any changes to your child’s lessons that result in an outstanding balance, a payment will be taken the following month, whether or not that month is one in which a regular payment would be due. It may also result in two separate payments being taken in one month, if the change relates to a previous term.

Automatic Re-enrolment

Swimmers set up on the direct debit system will be automatically re-enrolled on to the following terms lessons. Parents or guardians who do not wish for this to happen should log on to the automated system and cancel the term via the ‘Account Balance’ tab. Once the first payment has been requested it is assumed swimmers will be continuing and no cancellation is possible.

Enrolment forms for swimmers on the direct debit scheme will have this clearly identified.

Alterations to Payment Amounts

Direct debits will be taken according to the balance on your account before the direct debit is taken. This means that should your balance change for any reason (for example should you alter courses, purchase badges or receive any refunds or credits) the direct debit value will change accordingly. Should the change occur after you have received the monthly email telling you what your payment is due to be (i.e. on or after the 28th of the month) the change will not be reflected in that months payment.
Changes to the Direct Debit

It is possible to change bank account associated with the direct debit by logging in to the account you have set up at GoCardless (www.gocardless.com) and editing your account. If you are unsure how to do that you can instead log on to our online system and cancel the current direct debit before setting up a new one. This, however, must be completed prior to the 21st of the month before the payment is due, otherwise an alternative payment method must be used to avoid forfeiting the place in the current class.

As in at the deep end do not have access to your account details we are unable to alter your bank details, the payment amount or date / time of payment.

Failed payments

Due to charges imposed on us by our bank we must make a charge of £7.50 for direct debit payment returned to us as unpaid. As a requirement of our insurance policy, any child who has not paid for their block of lessons or had a payment returned as unpaid will be unable to participate in their lessons until the term fee and £7.50 charge has been paid in full. Should you wish to pay via credit/debit card over the phone following a returned payment an additional £5.00 processing fee will apply (making a total of £12.50) to cover staffing overheads.

Payment errors

Where possible if we notice an issue with the direct debit payments we will endeavour to contact all customers as soon as possible and work with each customer on an individual basis to ensure they do not lose out financially. This may mean we cancel the direct debit payment for that month and request an alternative form of payment.

Cancelled direct debit instructions

Should a customer cancel a direct debit while they still have an outstanding balance they, and all associated swimmers linked to this account, will no longer be able to swim with us until:

- Payment has been made for any missed months, including any associated fees and
- A new direct debit payment schedule has been set up or full payment for the remainder of the term has been received.

In at the deep end use a payment ledger system which means that all payments are grouped together on a per-account (parent/carer) basis. This means that should a parent pay for one child by cash and then chooses to enrol another and pay via direct debit should the direct debit be cancelled both swimmers will be unable to continue swimming until the above criteria have been met.
Should direct debits be cancelled before the end of the term in at the deep end reserve the right to take legal action to recover any outstanding costs. Should a parent wish to re-join in the future and an account has a debit balance on from a previously enrolled term this must be paid in full before future courses can be booked.
Monitoring and Review

We will monitor all of the feedback that we receive in relation to the issues affected by the Policy and will amend the policy as necessary.

The Policy will be updated with any amendments to existing legislation or new legislation.

In any event, all policies are reviewed annually although updates to versions etc. will only take place every three years should there be no other changes to the policy.

Document Owner and Approval

The Data Protection Officer (DPO) is the owner of this document and is responsible for ensuring that this policy document is reviewed in line with the review requirements stated above.

A current version of this document is available to all members of staff on BaseCamp.

This policy was approved by the Company Directors on 2nd March 2018 and is issued on a version controlled basis under the signature of Managing Director.

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<th>Date</th>
<th>Version</th>
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<td>April 2017</td>
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