

Terms & Conditions Norwich Penguins

www.norwichpenguins.co.uk



Terminology

- **The Club**
 - Norwich Penguins, a subsidiary of 'City of Norwich Swimming Club LTD'.
- **Norwich Penguins Administrator(s)**
 - The individual(s) responsible for administration of swimming lessons in the Norwich Penguins. Contactable on norwichpenguinslts@gmail.com/ 01603984949/
- **Parents/Carers**
 - The adult(s) responsible for the child attending swimming lessons
- **Child/children**
 - The person attending the swimming lesson. May also be referred to as swimmer.
- **Teacher**
 - The person delivering the swimming lesson
- **Course**
 - A block of lessons paid for at once (6/10/12/15/36).
- **Lesson balance**
 - The number of lessons you currently have allocated to your child as the current course of lessons.
- **Credit**
 - Additional credit applied to your account by the administration team that is only accessible when you top-up facilitated by the administrator, available to you when you top up online or over the phone.

1. Operational

- 1.1. **No payment, no swim.** Any incomplete payments will not reserve your child's place in the class. Lessons are allocated on a first come first served basis.
- 1.2. The club operates a **no refund policy** once the course has started. The 'cooling off' period extends from purchase until the start of the first lesson.
- 1.3. All enquiries shall be directed to the administration team on 01603 984949 or norwichpenguinslts@gmail.com. The administration hours are between 09:30-14:30 Mon-Fri.
- 1.4. When a child changes stage, the class time or pool may also change. The course still ends when the number of lessons purchased expires.
- 1.5. Beginners are stages 1-4, Improvers are stages 5-7 and Swim Active are stages 8-10.
- 1.6. The club hires swimming pools from external pool providers, most of which are schools. All parents/carers & children shall follow the rules laid out by the owners of the pool they attend e.g. parents shall park in the designated areas, comply with school notices, shall not smoke or take alcohol onto any premises.



- 1.7. Due to the type of pools we use, we are unable to guarantee that parents/guardians will be allowed to spectate at the sessions we offer. For safety and safeguarding purposes guaranteed spectating is only permitted where a spectator gallery is present. Parents are not to obstruct doorways and fire exits.
- 1.8. It may be that through no fault of our own a pool we hire may be closed. In the event that this may happen your lesson balance will roll onto the next week in the term. As such the end date of your lesson balance may be variable. Your venue may change if a pool becomes unavailable.
- 1.9. In such instance that a credit is applied to your account, this is available only for the allocation to a course on the next top up. Credit is non-refundable.
- 1.10. Non-attendance for any reason will still incur payment within the course of lessons.
- 1.11. Children & Parents/Carers agree to the club's swimmer and parent code of conducts. Please click [here](#) and familiarise yourselves with them.
- 1.12. All communication with our team members should be managed/undertaken in a respectful manner. Team members are expected to terminate discussions that are of an abusive nature.
- 1.13. The club reserves the right to remove any individual from a session who is not following the instruction of the teacher or whose behaviour is disruptive without refund.
- 1.14. It is the parent/carer's responsibility to update the club of any changes to contact and medical information as soon as possible via the administrator.
- 1.15. The club accepts no responsibility for any loss or damage to swimmer or parent/carer belongings or property at our hired premises.
- 1.16. Parents/carers shall use the advertised Norwich Penguins contact details to discuss matters of Norwich Penguins business.
- 1.17. In the instance of *force majeure* the club will decide the appropriate action based on the circumstances presented.

1.18. Term time lessons

- 1.18.1. A course is the number of lessons paid for at once e.g. 10/12/15/36 lessons
- 1.18.2. For term time lessons, there is no swimming on bank holidays or in school holidays.
- 1.18.3. First courses booked are through the administration team and then recurring top-ups are made online.

1.19. Splashdown lessons

- 1.19.1. Are 4-5 daily courses offered during school holidays.
- 1.19.2. A course is a short block of lessons paid for at once.
- 1.19.3. Lessons will run continuously until the end of the course.
- 1.19.4. In all instances bookings for splashdowns are made via the administrator.

2. Class movements

- 2.1. Children shall move into the next stage *as soon* they have achieved 100% of the required outcomes for their current stage.



- 2.2. When a child is ready to move stage, the teacher will flag the child to move within the child's account. The administrator will approve the movement request and the parent/carer will be notified by an automated email.
- 2.3. Movements within the same location and the same payment plan may be made by the parent/carer on the HomePortal.
- 2.4. When a child moves from one type of lesson to a more expensive type of lesson the difference in balance will need to be paid for the course to continue. The course will continue on the current payment plan until the move has been made. Parents/Carers will need to contact the administration team to make this payment. The course will expire at the end of the number of lessons originally purchased.
- 2.5. When a child is required to move to a new location the parent/carer is required to contact the administration team.
- 2.6. The club reserves the right to make movements to class times within a block of lessons.
- 2.7. 'A' & 'B' classes. 'A' classes cover 0-50% and 'B' classes cover 50-100%. Administrators may move swimmers from 'A' to 'B' classes once a child reaches 50%. Parents/carers will be informed of changes by automated e mails.

3. Sickness Policy

- 3.1. Sickness and accidents in the pool are the highest causes of pool closure. Please help us to reduce pool closure by refraining from bringing your child swimming when they are ill. Avoid eating a large meal before swimming and ensure that the child goes to the toilet before they leave home.
- 3.2. Should a child be ill please follow NHS guidance as to whether they should continue to swim with the illness that they have. In the event of diarrhoea/vomiting children shall only return to swimming 48 hours after the last episode. There is no reimbursement for sickness.
- 3.3. A teacher is within their rights to refuse a swimmer admission to the pool with no refund should they be too ill to swim.
- 3.4. Should a child have long term sickness, parents/carers may submit a doctor's letter for consideration.

4. Swimwear & Equipment Policy

- 4.1. Where possible, children are to arrive 'beach' ready and in clothes and shoes that are easy to put on and take off.
- 4.2. We strongly recommend a close-fitting one-piece costume or trunks, **not** beach bikinis or beach loose fitting shorts. Loose fitting clothing can seriously hamper a swimmer's progression due to the resistance that they create.
- 4.3. Children may swim in swimwear that meets cultural or religious requirements.



- 4.4. Rash vests: some parents/carers may choose to send swimmers with rash vests to remain warm. Please be mindful of the fit. A loose fit will not provide warmth and will increase resistance making swimming more difficult.
- 4.5. Sunsuits may be worn for lessons, however please be mindful that they could make going to the toilet difficult for children, especially if the zip is at the back.
- 4.6. All jewellery, including ear-rings, must be removed before swimming.
- 4.7. Swimming hats **must** be worn for all lessons. Norwich Penguins swim hats can be purchased from norwichpenguinslts@gmail.com.
- 4.8. Goggles are optional. Goggles act to protect swimmer's eyes in the water and support underwater vision. Parents/carers are encouraged to test and practice with goggles prior to their first use at the lesson. Speedo and Zoggs are reputable brands to consider.
- 4.9. Parents/carers are encouraged to label all clothing and equipment. Lost property will remain at the pool.

5. Health & Safety

- 5.1. Parents/carers shall not distract teachers whilst they are in the direct supervision of the swimming pool. Enquiries shall be directed to the Administrator in the first instance who can then discuss your concern with the teacher at a safe and appropriate time.
- 5.2. In an emergency the parent/carer shall attract the assistant's attention who will alert the supervising teacher.
- 5.3. Emergency evacuation procedures are displayed on the changing room notice boards. Please ensure that you familiarise yourselves with these at your first session.
- 5.4. *Parents/carers are responsible for ensuring that other adults transporting their children to swimming lessons are aware of the T&C.*
- 5.5. To keep the changing rooms clean, safe and hygienic, all outdoor shoes are to be removed before entering the changing rooms.
- 5.6. Blue shoe covers may be used where available and must be disposed of after single use. Blue shoes covers shall not be reused.
- 5.7. Buggies are not permitted in the changing rooms.
- 5.8. No child is to enter the shower area or pool area until authorised to do so by the teacher.
- 5.9. No person is to enter the water or pool area if pool covers have not been fully removed and safely stored.
- 5.10. No food or drink shall be consumed on the premises, including alcohol.
- 5.11. No glass (bottles, cups or other) shall be taken into the changing rooms or pool hall. Please double check new drinks bottles as some reusable bottles look like plastic but are in fact glass. Smashed glass on a poolside results in a significant closure and large risk to swimmers.
- 5.12. Any nappies (swimming or otherwise) shall be taken home for disposal.
- 5.13. Children shall shower before entering the pool.



- 5.14. *In the event of school maintenance work, follow instruction/signposting provided by the school*
- 5.15. *Parents/carers shall drive carefully around swimming pool premises, respect speed limits and park respectfully in designated areas.*
- 5.16. *There shall be no smoking, vaping, drug or alcohol consumption on the swimming pool premises at any time.*
- 5.17. *Persistent failure to follow premises rules may result in termination of contract.*

6. Child Welfare & Safeguarding

- 6.1. Should you have a safeguarding concern the welfare team is contactable at conscwelfare@gmail.com. Your enquiry will be received by the Welfare administrator, Efi Giarenis, and allocated a case officer. The case officer will work with the management team and administration team to resolve the welfare enquiry.
- 6.2. Norwich Penguins adopt the Swim England safeguarding policy 'Wavepower (2024)'. Swim England, the National Governing Body for Swimming, aims to help clubs establish and develop good practice and help avoid any potential sources of child abuse
- 6.3. The club has a no photography policy.
- 6.4. ***To protect the dignity of all users, the use of smart glasses, wearable cameras, or any other device capable of taking photographs, recording video, or capturing audio is strictly prohibited in all changing rooms, showers and toilet facilities. The prohibition applies regardless of whether the function is active. Devices must be switched off and put away before entering those areas. Anyone observed wearing or using such devices in changing rooms may be asked to remove them immediately and could be required to leave the premises. Serious or repeated breaches may result in the termination of swimming lesson provision and, where appropriate, referral to the relevant authorities. Where there is any uncertainty as to whether a wearable device has recording capability, team members may ask the wearer to remove or securely store the device before entering the changing facilities. Concerns may be raised to the teacher at any time and to the administrator or welfare officer after the lesson.***
- 6.5. The club reserves the right to ask for permission to take photographs for educational or promotional purposes. Should we wish to do this, a request for permission will be made in advance of the session via the club's administrator. Parents/carers reserve the right to decline permission for this.
- 6.6. Use of electronic devices with a camera function in the changing rooms is prohibited. All devices shall remain stored in bags/pockets. Any parent/carer wishing to use an electronic device which has a camera function whilst waiting for their child must leave the building to do so. Any individual using an electronic device with a camera function within the changing room will be reported to the police.



- 6.7. We have a collective duty of care to ensure that children are safe. If you have any concerns about a child please contact our administrator or welfare administrator immediately.
- 6.8. In all instances the club hires venues for swimming lessons which have individual male and female changing areas. Where children attend the same school as they have their swimming lessons it may be confusing for children if the changing room policy isn't explained before travelling to your swimming lesson. Please take the time to run through this with your child before their first lesson. Especially if the gender of the parent/carer is different to their child.
- 6.9. For children under the age of 8 years, Male parents/carers are to accompany their child in the male changing room and female parents/carers accompany their child in the female changing room; irrespective of the child's gender. Any child age 8 years or above are to change in the changing rooms relating to their gender, unless they have specific support needs. In this instance you shall liaise with the administrator for an appropriate support plan.
- 6.10. The club operates a first 5 last 5 minute rule - meaning parents must personally escort their child to the handover point at the entrance to the pool side, ensure the session is going ahead and collect personally from the handover point.
- 6.11. Parents are permitted to be in the changing rooms of their gender for the duration of changing prior to and following the lesson. Outside these time periods no parent/guardian or child is permitted to be in the changing rooms.
- 6.12. Once the child is changed and in the pool, waiting in the changing rooms is not permitted. Parents must be contactable during the lesson time and the two emergency contact numbers provided to us will be used. The handover point is at the entrance to poolside. Behaviour before and after sessions remains the responsibility of the parents/carers.
- 6.13. Parents shall never be alone in a changing room with a child that is not their own.
- 6.14. In the interests of creating a safe environment for swimmers, parents/carers are discouraged from peering through outside windows at swimming pools.
- 6.15. The club has a zero tolerance policy on bullying. Details of our equality and diversity policy can be found [here](#) . If a parent witnesses any form of bullying please report this to the teacher or Norwich Penguins Administrator or welfare administrator.
- 6.16. Any additional children not swimming but attending the pool venue remain the sole responsibility of the parents/guardians and must be closely supervised by the parent/carer at all times.

7. HomePortal

- 7.1. The HomePortal will allow you to track your child's progress and make top up payments for your lessons.
- 7.2. The HomePortal advises you of the registered teacher at the lesson at the point of booking, this may change without notice.
- 7.3. If you have not yet registered for the HomePortal. Registration links are included in your confirmation booking e mails.



- 7.4. The HomePortal can be used to top up accounts and make movements at the same location and at the same payment plan
- 7.5. Account credits, movements for new payment plans and new locations must be completed by contacting the administration team.
- 7.6. The end date of courses shown in the HomePortal is subject to change.

8. Data Processing

- 8.1. All members of the club, agree that the information given here, and any subsequently provided or collected, may be held on computer and provided to or hosted by third parties only in pursuance of the legitimate activities of the Norwich Penguins, City of Norwich Swimming Club and those of Swim England (hosting third parties include CoursePro – the Club Administration Software Provider; SwimClubManager and Hytek – the database software packages used by City of Norwich SC for Mini Meets).
- 8.2. The Norwich Penguins holds two lists 1) a marketing list using mail chimp and 2) a list which manages your lessons via CoursePro. Unsubscribing from the CoursePro email list will result in you not receiving updates from the parent HomePortal about your child's progress. You can unsubscribe from either of these lists at any time, however unsubscribing from the second list will mean that we are unable to provide the service of swimming lessons to you.
- 8.3. Our data privacy notice can be found [here](#).

9. Individual Progression at an individual rate

At Norwich Penguins we are sensitive and understanding to the fact that everyone develops at their own individual pace. Some stages take longer than others to complete.

Parents/guardians are asked to consider their own expectations carefully remembering that where children are involved they are developing individuals and as such should be treated as children not small adults. Parents/guardians are asked to consider what is realistic in their child's development and allow children to make mistakes. Children learn a lot more from mistakes than consistent success.

The club welcomes constructive feedback, however open and destructive criticism from parents/guardians directed at children or teachers will not be taken lightly. Please see the link to the video for more guidance: [Magic Sports Kit](#)

[If you have any questions please don't hesitate to contact us.](#)

10. Norwich Penguins Complaints Policy

What is a complaint?

For the scope of this policy a complaint is the expression of dissatisfaction surrounding the service of swimming lesson delivery e.g. service from a teacher, the teaching environment. Welfare concerns shall be reported as in section 6 of the terms & conditions.

How to complain



Norwich Penguins prides themselves on the delivery and experience that all swimmers have. If the lessons are not meeting your expectations, please contact our administrator outlining the nature of your concern.

You can do so by emailing norwichpenguinslts@gmail.com or by phoning 01603 984949 between 09:30-19:00 Mon-Fri. Any formal complaints shall be made in writing to norwichpenguinslts@gmail.com.

What can you expect

Our policy is to take legitimate complaints seriously and deal with them as outlined below.

Service Standards

We aim to deal with complaints promptly and sensitively, and be courteous and helpful at all times. We would hope, too, that you will be courteous and fair in your dealings with our staff at all times. All complaints received will be dealt with confidentially and in accordance with the requirements of the UK General Data Protection Regulation.

We will keep full and accurate records of all complaints we receive so that we can monitor the types of problems reported to us, the best way to resolve them and how long we are taking to deal with complaints. This also helps us to take a closer look at how we can improve in the future.

If you make a complaint, we will investigate it thoroughly and impartially, without discrimination or prejudice. We aim to resolve matters as promptly as we can, but if a complaint gives rise to serious issues, we may need to take extra time in order to investigate it fully and properly so that, wherever we can, we resolve the issue first time and learn from it and make improvements.

We will ensure that all decisions we make are proportionate, appropriate and fair given the circumstances of each individual complaint.

Stage one

Your complaint will be received and delegated to an appropriate person who was not involved in the events which led to the complaint and who is in a position and has the relevant experience to consider the complaint. We will aim to respond as soon as possible, and in any event within 20 working days. We may need to contact you to ask for more information or clarity before making a final response.

When we provide you with a final response, we will clearly set out the steps we took in investigating the complaint along with our views and reasons for this. Where we identify mistakes in our approach we will acknowledge those mistakes, set out details of remedial steps or changes we think are appropriate in the circumstances, and explain what we will do to prevent the problem from reoccurring. We will also indicate your right to request a review of your complaint if you are not satisfied with our response.

Stage two



We expect most complaints to be resolved at stage one. However, if you consider the response you have received is not fair or appropriate, you may contact us to request a review of your complaint by the team. You should do this within 20 working days of receiving a stage one response unless there is special reason for doing so later.

Extending time limits

We aim to complete all complaints within the timescales above; however, if a complaint is very complex it may occasionally be necessary to extend the time limit. If this is the case, we will keep the complainant informed of progress with the investigation, the reasons for the delay, and the new deadline.

Next Review date - Jul 2027

