

# National Pool Lifeguard Course Terms and Conditions

Name of Policy	NPLQ Course – Terms and Conditions
Reviewed by	Stefan Gibberd
Date of review	June 2024
Date of next review	June 2025

# Overview

These terms & conditions apply to the NPLQ Courses provided by Alleyn's School Enterprises Limited and should be read alongside the information provided on the NPLQ website and any other associated promotional material.

# 1. About Alleyn's School Enterprises Limited (ASEL) and contact details

Our NPLQ courses are managed by and operated on behalf of Alleyn's School Enterprises Limited (ASEL) – Company Number 03525786.

ASEL is the wholly owned trading subsidiary of Alleyn's School undertaking commercial trading activities that do not fall within the objects of the charity. Profits made by ASEL activities are donated to the School through Gift Aid.

Address: Alleyn's School Enterprises Limited, Townley Road, London, SE22 8SU

Tel: +44 020 8613 5027

• Email: swim@alleyns.org.uk

• Website: www.alleyns.org.uk

#### 2. Bookings

- I. Participants must meet all eligibility criteria set forth by the course provider, including age requirements, swimming ability, and any prerequisite certifications.
- II. Please make all bookings in advance via the online booking system, these will be confirmed by automated email.
- III. Full payment is regarded as acceptance of our Terms & Conditions and your acknowledgement of guidance outlined in the NPLQ Information page.
- IV. No booking will be confirmed prior to receipt of full payment and all candidate registration documents being completed.
- V. Participants are expected to attend all scheduled sessions of the course. Failure to attend will result in disqualification from the course with no refund of fees.

- VI. Assessment: Participants must successfully complete all required assessments to obtain the NPLQ certification. Assessment criteria will be clearly communicated by the course provider.
- VII. Certification: Successful participants will receive the NPLQ certification upon completion of all course requirements. Certificates will be issued by the relevant governing body or organisation.

## 3. Changing Your Booking

- I. If you give us 28 days or more days' notice prior to the course starting we will look into your change request within the same calendar year, subject to availability, free of charge, provided you speak to a member of the Alleyn's School Enterprises Ltd (ASEL) Team via 020 8613 5027 or <a href="mailto:swim@alleyns.org.uk">swim@alleyns.org.uk</a> at the earliest opportunity.
- II. We may be unable to make changes with less than 14 days' notice.

## 4. Cancelling Your Booking

- 1. If you give us at least 28 days' notice before the date(s) you would like to cancel, we will refund all monies paid. Please send all refund requests to <a href="mailto:swim@alleyns.org.uk">swim@alleyns.org.uk</a>.
- II. If you provide less than 14 days' notice before the date(s) you would like to cancel, no refund is available.
- III. Please allow ten working days for refunds to be processed.
- IV. If illness or injury prevents attendance, you will be able to change your booking, subject to availability, free of charge or to receive a credit to be redeemed against a future booking provided you speak to a member of the Alleyn's School Enterprises Ltd (ASEL) Team via 020 8613 5027 or <a href="mailto:swim@alleyns.org.uk">swim@alleyns.org.uk</a> at the earliest opportunity.

## 5. Course Cancellation

I. In exceptional circumstances we may be required to cancel course dates. In this event we will try to give those booked onto the affected course at least 14 days' notice and will offer a suitable alternative if one is available. Alternatively, where preferred, we will refund all monies paid for the dates cancelled.

## 6. Adverse Weather Conditions

- I. In the unlikely case that we are unable to run the course due to adverse weather conditions we will offer a full refund or credit for another course or day.
- II. We will endeavour to advise customers of any closure by means of email, text, or notification on the course website as soon as possible. The website will be updated with the most up to date information.
- III. If customers are unable to attend the course during adverse weather conditions but the site is open and course running as planned, no refund will be applicable.
- IV. Adverse weather conditions are determined by either an Amber or Red weather warning issued by the met office via local or national TV & Radio or via the website <a href="https://www.metoffice.gov.uk">www.metoffice.gov.uk</a>.

## 7. Available Dates & Activities

- I. All information in our literature is correct at time of publishing.
- II. Changes may occur and, if so, we will inform customers via our website as quickly as possible.

#### 8. Insurance

- I. All course attendees are covered by the Alleyn's School Public Liability Insurance.
- II. Tutors and other staff assisting the course are covered by Alleyn's School Employers Liability Insurance.

# 9. Health Policy

- I. We require all candidates who are ill or infectious be kept home for the full duration of their ailment, and for 48 hours after the last symptom occurs.
- II. Where required our Course Tutor, or a nominated first aider, will administer medication if a request is made in writing stipulating the dose, the time, your candidates name, and the duration of the treatment. We will not be able to administer any medication without written permission.

## 10. Fitness Policy

- I. It is our primary goal to ensure the health, safety, and well-being of all attendees. As such, we require all candidates attending to be physically fit and capable of participating in daily sports activities as outlined in our course information.
- II. Before attending a course, it is the candidates responsibility to ensure they are in good health, physically fit and able to participate in the course and where an attendee has an ongoing health concern, allergy, or other special needs, that we are provided with detailed information at the time of booking so that we can take the necessary precautions.
- III. Please speak to a member of the Alleyn's School Enterprises Ltd (ASEL) Team via 020 8613 5027 or <a href="mailto:swim@alleyns.org.uk">swim@alleyns.org.uk</a> before booking if there are any concerns.

#### 11. First Aid

- I. In the event of an incident, first aid will be administered to attendees in our care and the emergency services will be called if necessary.
- II. Attendees who carry auto-immune injectors or other essential prescribed medication must speak to the Course Tutor on their first day to ensure all relevant medication and information has been brought to the course. Medication may be handed in to them for safe keeping if required.

## 12. Notice Of Absence

I. If a candidate is not attending a scheduled day of a course, they must telephone the Alleyn's School Enterprises Ltd (ASEL) Office (020 8613 5027) or email <a href="mailto:swim@alleyns.org.uk">swim@alleyns.org.uk</a> to allow us to update records.

## 13. Lost Property

- I. We are not liable for any lost, stolen, or damaged individual property on course.
- II. Lost property will be held until one week after the last day of the course and should be collected no later than the week after a course finishes.

III. Unclaimed lost property will be given to charity and will not be retained at the school.

# 14. Photography & Videography

- I. Please be aware that we may occasionally take photographs/videos of candidates on a course for promotional and informational material.
- II. If filming is due to take place, we will notify you ahead of time via email and a notice will be put up in the classroom area. Please inform us via email or advise the Tutor at registration if you have any objections to you being featured in this material.

## 15. Equal Opportunities & Child Protection

- I. We support equality and welcomes all candidates, regardless of their gender, ability, race, or religion.
- II. Each candidate attending a course is of equal value and is entitled to equal access and opportunity.
- III. We operate a zero-tolerance policy on discrimination or bullying of any kind.
- IV. We have a legal obligation in relation to Safeguarding and Child Protection.
- V. As a caring organisation, any suggestion of abuse or neglect will be investigated and reported to Alleyn's School and our regulator, Ofsted, or other official agencies.

## 16. Specific Needs and Medical Conditions

- I. We recognise that the needs of individuals vary and will endeavour to accommodate candidates with specific needs and/or medical conditions within the course environment.
- II. It is our policy not to exclude any person due to specific needs and/or medical conditions wherever possible.
- III. It is the responsibility of the candidate/carer to contact ASEL on <a href="mailto:swim@alleyns.org.uk">swim@alleyns.org.uk</a> (separately to the booking) to inform us of any medical conditions and special educational needs or disabilities. A discussion should be held to determine how best to accommodate the candidate and consider whether any reasonable adjustments can be made to ensure they are able to fully participate and enjoy the course within the staffing ratios.
- IV. Where the needs of each candidate vary, decisions are made on a case-by-case basis and depend upon the level of support each individual candidate may require.
- V. We do not provide one-to-one support.
- VI. We are happy to accommodate a candidate with specific needs and reserve the right to review with a parent/guardian before accepting the booking.

## 17. English As a Second Language

- I. We are open to all candidates, no matter their background or origin.
- II. We do ask that all persons attending a course can understand English and are able to speak it to a conversational standard as the bare minimum. This is to allow our staff to be able to effectively communicate with them and ensure their safety.
- III. Candidates who are unable to communicate with their peers may not enjoy their time with us as much as others.
- IV. We are happy to accommodate a candidate with English as a second language on a trial basis and reserve the right to review with them before accepting further bookings.

- I. We encourage a relaxed atmosphere on our courses and always aims to promote good behaviour.
- II. Upon booking you agree:
  - a. Respect the property of others.
  - b. Be patient, honest, fair, and polite to others.
  - c. Not use abusive or explicit language
  - d. Not be aggressive in the way they speak or behave towards others.
  - e. Respect and treat others as they would wish to be treated.
- III. We have a responsibility for ensuring the wellbeing and safety of all persons in our care and have approved procedures for managing behaviour.
- IV. Parents/Guardians will be informed of any unacceptable behaviour. The Tutor may issue a warning to the parent/guardian regarding the candidate's behaviour. We reserve the right to exclude the candidate from a course without refund if two warnings are received during the course. Parents/Guardians may contest these warnings by contacting the ASEL Office on <a href="mailto:swim@alleyns.org.uk">swim@alleyns.org.uk</a>.
- V. We follow a zero-tolerance policy on discrimination, bullying and persistent poor behaviour of any kind, irrespective of any special needs.
- VI. On rare occasions, and in more serious cases, we reserve the right to ask to remove the candidate from a course. No refund will be made for any remaining days booked, and any costs associated with the exclusion, including transport home, will be the parents' responsibility.

#### 19. Data Protection

- I. We may contact you via email with information about our upcoming services (provided you have requested your details be used for this purpose).
- II. You may opt out of our mailing list when booking, or afterwards at any stage.
- III. We are committed to keeping your details confidential. We do not sell, rent, or lease our subscription lists to third parties, and we will not provide your personal information to any third-party individual, government agency, or company at any time unless compelled to do so by law.

## 20. Feedback & Complaints

- I. If you have concerns or suggestions, please tell us; we value your feedback and use it to develop and improve our services.
- II. If you have a concern regarding course, this should initially be raised with the Tutor.
- III. If you are unable to resolve the issue, the ASEL Office will be advised and will attempt to resolve the issue to your satisfaction.
- IV. If you are still unsatisfied and wish to make an official complaint, then please send an email detailing the issue to <a href="mailto:swim@alleyns.org.uk">swim@alleyns.org.uk</a>.
- V. Your complaint will be investigated by our Commercial Courses Co-ordinator. Our Chief Financial Officer (CFO) and Co-commercial Director will be informed of the problem and actions taken to resolve.
- VI. If, following the above, you are still unsatisfied then please contact the CFO via <u>cfo@alleyns.org.uk</u>. Our CFO will investigate and provide a response as appropriate.

# 21. Safeguarding & Child Protection

I. The Alleyn's sports specific coaching courses adhere to the Alleyn's School Safeguarding and Chid Protection policy, which can be found <a href="here">here</a>.

- II. Courses are not required to register with Ofsted, nevertheless, please be assured that all our staff have been fully qualified, and DBS checked by Alleyn's School and vetted to ensure that they hold suitable qualifications before starting work for us. Our policies and procedures, and insurance provision, meet all necessary requirements and the welfare of the children in our care will always take priority.
- III. Safeguarding children at Alleyn's School is the responsibility of the whole staff community. All adults working in this School (including visiting staff, volunteers, and students on placement) are required to report instances of actual or suspected child abuse, neglect or relevant child protection concerns to the Designated Safeguarding Lead (DSL).
- IV. Andy Skinnard, Senior Deputy Head and Member of SMT is the Designated Safeguarding Lead (DSL) and Designated Child Protection Officer (DCPO). Mr Skinnard can be reached via <u>safeguarding@alleyns.org.uk</u> or 0208 557 1457.

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