



## TERMS AND CONDITIONS FOR PUDDLE DUCKS OVERWATER PHOTOSHOOTS – NOVEMBER 2019

### 1. OUR TERMS

- 1.1 Please note that any mention of 'Puddle Ducks' in the terms and conditions set out below covers both Puddle Ducks branded Photoshoots/Classes and Swim Academy branded Photoshoots/Classes
- 1.2 All those wishing to attend a Puddle Ducks photoshoot 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 not attend or leave the photoshoot. In this instance Puddle Ducks will be under no obligation to provide a refund for any booking fees.
- 1.3 **What these terms cover.** These are the terms and conditions on which we provide Puddle Ducks photoshoots to you.
- 1.4 **Why you should read them.** Please read these terms carefully before you book a space at one of our photoshoots. These terms tell you who we are, how we will provide you with a space at one of our photoshoots, 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 410085 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. WHO CAN COME TO A PUDDLE DUCKS OVERWATER PHOTOSHOOT

- 3.1 Overwater photoshoots are suitable for all ages and levels, so even new swimmers can attend. There is no need to speak to your teacher before booking a space at one of these events if you currently swim with Puddle Ducks and have a Puddle Ducks account log-in.
- 3.2 If you are booking a space at one of our photoshoots online, please note that you are **unable** to book a child that is registered with Puddle Ducks but not with yourself as the parent/carer. They must be booked in by their own parent/carer under their own Puddle Ducks log-in.

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- 3.3 Siblings or friends of any age who do not attend Puddle Ducks or Swim Academy lessons are able to attend one of our overwater photoshoots with you and be booked in online. You must complete an online waiver for the child though (as part of the booking process) and agree to these full terms & conditions for that child.
- 3.4 Every child attending a photoshoot must be accompanied by their own responsible adult. One adult cannot be responsible for more than one child. See section 5.6.1.

## **4. OUR CONTRACT WITH YOU**

### **4.1 Booking a photoshoot**

- 4.1.1 You can make a photoshoot booking online at [www.puddleducks.com](http://www.puddleducks.com) (please note 3.4 and 4.2) and also over the phone with the local Puddle Ducks office who are running the shoot if you are registered with them. If you are registered with a different Puddle Ducks local office you can only book a space online.
- 4.1.2 You must provide us with specific personal information in order to book a photoshoot with us. Full details of the information required is in our 'Data Protection and online security' section.
- 4.1.3 Once your booking has been processed you will receive a 'booking confirmation' email at which point a contract will come into existence between you and us.
- 4.1.4 We are unable to accept Puddle Ducks gift vouchers as payment for photoshoot booking fees.
- 4.1.5 Photoshoot timings are as advertised. We will allocate you a specific session time, via email, once your booking is made.
- 4.1.6 Photoshoots are run as separate events to our regular classes. Your photoshoot booking fee will be taken separately to your regular class payment and will not affect your regular class payment due dates.
- 4.1.7 All of our prices include standard rate VAT where applicable.

### **4.2 Ordering and Paying for photographic products**

- 4.2.1 **Your photoshoot booking fee payment does not include any photographic products such as prints, canvases or digital downloads.**
- 4.2.2 A few days after the photoshoot we will email you with details to give you online viewing access to the image(s) taken of your child(ren). You will then have the opportunity to order these in a variety of formats such as prints, canvases or digital downloads. Payment will be taken at the point of ordering.
- 4.2.3 Please contact the local office running the photoshoot for an up-to-date price list for the particular photoshoot that you are booking a space at.

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- 4.2.4 Payments for any of our photographic products are non-refundable unless you receive damaged or faulty goods.
  - 4.2.5 We are unable to accept Puddle Ducks gift vouchers as payment for any of our photographic products
  - 4.2.6 All of our photographic product prices include standard rate VAT where applicable.

#### 4.3 **Last minute photoshoot changes or cancellations by Us**

- 4.3.1 In the unlikely event of a photoshoot 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 caused by a customer failing to pick up their message.
- 4.3.2 A photoshoot could be cancelled by us for a number of reasons, the key one being if the quality of water at the pool on the day is below our standards required for a successful shoot. If we have to cancel we will offer you an alternative date or a full refund of your booking fee.
- 4.3.3 If your photoshoot is cancelled part way through we will offer you an alternative date or part refund of your booking fee. You will only be refunded if you were in attendance, and for the part of the photoshoot that had to be cancelled, on a pro-rata basis. If no photos have been taken of your child before the photoshoot is cancelled you will be offered an alternative date or full refund of your booking fee.
- 4.3.4 If insufficient children are booked into your photoshoot, we reserve the right to cancel the photoshoot. In this instance we will offer you either an alternative date or a full refund of your booking fee.

#### 4.4 **Cancellation Rights and Refund Policy**

- 4.4.1 **The cancellation rights generally available to consumers in accordance with their statutory rights do not apply to the photoshoots provided by us.**
- 4.4.2 Due to the nature of running these photoshoots, we offer a no-refund policy on booking fees. If you cancel before the shoot takes place though and **your space is able to be filled** you may, at the discretion of the local Puddle Ducks office, be offered a partial refund (your booking fee minus a £20 admin fee).
- 4.4.3 Unfortunately, due to the nature of overwater photoshoots and variables such as your child's demeanour on the day, we **cannot guarantee** that we will be able to take an image to your liking. In these instances we will **not be liable to provide a refund** of your booking fee.

#### 4.5 **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 a photoshoot 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 will be available for reference on our website.

#### 4.6 **Behaviour and responsibilities**

- 4.6.1 All children attending a photoshoot must be accompanied in the water by their adult carer regardless of their swimming ability.
- 4.6.2 Customers are responsible for the child in their care at all times and must inform a member of the photoshoot team, prior to entering the water at the photoshoot, of any concerns they have.
- 4.6.3 Customers are expected to behave in a civilised manner towards any member of the photoshoot team, 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.
- 4.6.4 Puddle Ducks may, at its own discretion, refuse entry to a customer if it is felt that the customer's behaviour is unacceptable.
- 4.6.5 Customers accept that at times there will be physical contact between members of the photoshoot team and their child, which will always be carried out in a professional and caring manner.
- 4.6.6 It is the customer's responsibility to inform the local office and photoshoot team of any condition that could affect their 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. All information provided to us will be treated as strictly confidential.
- 4.6.7 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. 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 photoshoot as individual pool regulations can change without notice.
- 4.6.8 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.
- 4.6.9 Customers should aim to arrive no more than 15 minutes before their booked photoshoot space and leave no more than 15 minutes after the photoshoot space to help improve changing room comfort.
- 4.6.10 Car seats and push-chairs etc. should not be left in the changing rooms. Please contact the 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.

- 4.6.11 Food is strictly forbidden in the pool buildings.
- 4.6.12 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.
- 4.6.13 Smoking is strictly forbidden within any pool building or grounds.
- 4.6.14 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.
- 4.6.15 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**

### **5. OUR RESPONSIBILITY TO YOU**

- 5.1 **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.**
- 5.2 **In the absence of any proven negligence, lack of due diligence or breach of duty by the photoshoot team(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 photoshoots is done so entirely at your and their own risk.**
- 5.3 **Puddle Ducks will not accept any liability for articles lost, damaged or stolen.**
- 5.4 **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 the section headed '9. Photography and Videos' by any third party.**
- 5.5 **Our Overwater photoshoots are carried out in accordance with PAS 520:2017 (Safeguarding 0 to 4 year old children within the teaching of swimming, including any associated professional photography – Code of practice)**
- 5.6 **These Terms and Conditions do not affect your statutory rights.**

### **6. WHAT TO WEAR**

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- 6.1 We operate a **strict 'double nappy' policy for those children in Floaties, Splashers and Kickers** regardless of whether they are fully toilet/potty trained. An approved snug-fitting neoprene (or other similar fabric) 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 reusable cotton swim nappy with a disposable liner or a disposable paper swim nappy) underneath. Please gain approval from your local Puddle Ducks office if you are planning to use a swim nappy other than those available from our online shop. This **'double nappy' policy must also be adhered to if your child is in any of our other classes if they are not fully toilet/potty trained regardless of age.** Children are welcome to wear swimming costumes, swim trunks, baby wetsuits and other similar garments but must still wear the 'double nappy' underneath if the rules specified above apply to them. Puddle Ducks reserves the right to refuse entry to any child who is not suitably dressed.
- 6.2 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. Please also refer to our 'double nappy' policy above.
- 6.3 Children must remove loose fitting or sharp jewellery before swimming. Hoop earrings are not permitted.
- 6.4 Adults must wear appropriate swimwear in the pool, remove loose fitting or sharp jewellery and are advised to tie back long hair.
- 6.5 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.
- 6.6 Strictly no outdoor footwear poolside.

## **7. HEALTH AND SAFETY**

- 7.1 You must not bring your child to a photoshoot 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 attending a photoshoot.
- 7.2 Swimmers should not enter the pool until a member of the photoshoot teams says it is safe to do so and must tell a member of the photoshoot team if leaving the pool before the end of the session.
- 7.3 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.
- 7.4 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 photoshoot.

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- 7.5 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.

## **8. PHOTOGRAPHY AND VIDEOS**

- 8.1 The taking of photos or recording of videos is strictly forbidden by any customers attending a Puddle Ducks photoshoot. Any customer found to be doing so will be asked to leave immediately.

## **9. LOST PROPERTY AND VALUABLES**

- 9.1 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.
- 9.2 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.
- 9.3 Please note odds and ends lost property such as shampoo, dummies, socks etc. will be disposed of at the end of each day.

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

- 10.1 In order to book a Puddle Ducks photoshoot you must register your details and those of your child(ren) with us. These will include your real name, mobile and landline phone numbers, email address, home address, your child's date of birth, emergency contact details and any relevant conditions that could affect you or your child whilst in the pool.
- 10.2 We share information provided to us within the Puddle Ducks group. This includes all Puddle Ducks franchises 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.
- 10.3 You can choose to unsubscribe to marketing emails at any time.
- 10.4 The names of you and your child(ren), a colour coded indication of any relevant medical conditions of your child(ren) and your child(ren)'s class level, if applicable, will be displayed on our photoshoot registers in order to be used by our photoshoot team members to help tailor our photoshoots to the individual development stage of your child/children. These registers are visible to other pool users and are used by selected pool operators for health and safety purposes.
- 10.5 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.
- 10.6 On very rare occasions we may be obliged to disclose your personal information to third parties:
- 10.6.1 Where we are legally required to disclose your information.



10.6.2 To assist fraud protection and minimise credit risk.

10.7 Your email address will be used to create your 'My Puddle Ducks' account on our website and for all photoshoot communications. By providing us with an email address you are agreeing to receive communication from us by email.

10.8 Any payment card details that you choose to save within our payment system will be held 100% securely by our payment processor 'Opayo' (formerly known as 'Sagepay') who are PCI DSS Level 1 compliant.

10.9 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.

## **11. COPYRIGHT OF IMAGES**

**In line with the 1988 Copyright Act, all ownership of the copyright of the images obtained at a Puddle Ducks photoshoot sits with the photographer. Please can you therefore ensure that any purchased images are for personal use only; are not used in the promotion of any business/service/charity other than Puddle Ducks; and cannot be used in the production of any marketing or promotional materials without Puddle Ducks' prior written consent.**

## **12. WEBSITE INFORMATION**

12.1 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.

## **13. PUDDLE DUCKS COMPLAINTS PROCEDURE**

13.1 We hope you will be delighted with our service but if you are at all unhappy please follow our complaints procedure:

13.1.1 Speak to a member of the photoshoot team or telephone the local Puddle Ducks office.

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- 13.1.2 If the response is not satisfactory, please email a written complaint to the local Puddle Ducks office.
  - 13.1.3 If the response from the 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 2.2).

#### **14. OTHER IMPORTANT TERMS**

- 14.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 **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.