<u>Service Level Agreement (SLA) for Enfield Swim Services – School Swimming</u> <u>Programme 2025/2026</u>

Introduction

This Service Level Agreement (SLA) outlines the responsibilities, guidelines, and expectations for Enfield Council's School Swim Programme. The SLA applies to all participating schools and covers the period from December 2025 to June 2026. The service will provide swimming lessons, safety measures, and water education in line with the national curriculum, to pupils under the supervision of both school staff and swim instructors.

This SLA forms part of the General Terms and Conditions that the school has either signed up to or will sign up to when purchasing the Enfield Swim Services package. These General Terms and Conditions are available to review on purchase check out on the Schools Traded Service Hub.

The Service

Aims & Objectives:

To ensure that all primary pupils will be able to swim confidently by the end of year 6.

To provide high-quality, safe swimming lessons for students.

To teach and encourage pupils to obtain water confidence, basic stroke techniques, water skills, flotation, submersion and a safe self-rescue.

Obligations

School & Teacher Responsibility: The school is responsible for ensuring that the pupils' behaviour, safety, and health information are properly communicated to swim instructors. All pupil health conditions must be uploaded onto the Swimphony system before any pupil can access the School Swimming Programme. Failure to do so may result in the pupil being unable to swim until their health information is uploaded.

- It is the responsibility of the school to read and adhere to all the instructions and guidance within the teacher's letter and the parent's letter prepared for you to distribute.
- It is the responsibility of the school to read and adhere to the swimming handbook which contains
 important information including emergency procedures and essential procedures to follow for
 children with SEND or medical conditions.

Swim Instructor Responsibility: The swim instructor is responsible for leading the lesson and the safety of pupils once they are in the water, including:

- providing proper water safety and guidance during lessons;
- Provision of equipment;
- Ensuring the swimming lesson can be delivered safely;

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- Providing all instructions;
- Ensuring pupils swimming experience and water confidence is enhanced; and
- Management of pupils when in the water.

Details of Service Provision

- Quality of Service: Our service includes experienced and qualified swim instructors who follow best practices in water safety and swimming education.
- Monitoring and Review: The use of the Swimphony online platform allows real-time monitoring of pupil data, which ensures effective tracking of pupil progress, medical conditions, and attendance.
- **Collaboration**: Our swim instructors will work together with teachers to create a positive and supportive learning environment for students.
- **Health and Safety Expertise**: Lifeguards are provided by Greenwich Leisure Limited are present on poolside at all times throughout lessons and are training in emergency and first aid procedures. The swim instructors are trained in emergency procedures and are prepared to manage any situation that arises alongside lifeguards.

Service Costs

- Cost of Service: The cost for the swimming programme for the academic year 2025/2026 is £2145, which includes ten (10) weeks of swimming lessons, instructor fees, pool hire, and access to Swimphony for managing pupil data.
- Invoicing: Schools will be invoiced on a quarterly basis. Payment is due upon receipt, unless the school is enrolled in a direct debit arrangement with Enfield Council, Schools Traded Services.

Health and Safety, Equalities, Discrimination and Data Protection

- The school shall comply with all laws, statutes, regulations and codes from time to time in force, including but not limited to health and safety.
- The school shall provide the School Swimming Programme in-line with all applicable equality and discrimination laws (whether in relation to race, disability, sex, sexual orientation, gender reassignment, marriage and civil partnership, age, religion or belief, pregnancy, maternity or otherwise) and the Council's equality and diversity policies.
- The school shall comply with the UK General Data Protection Regulation and Data Protection Act 2018 when providing the School Swimming Programme.

Waiver

Any failure or delay by a party to exercise any right or remedy either by law or under this SLA shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

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Entire Agreement

This SLA, together with the documents referred to in it, constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the Parties in relation to such matters.

Third Party Rights

No term of this SLA shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this SLA.

Dispute Resolution and Cancelation

If you wish to cancel your booking for any reason after it has been confirmed, you must notify the School Swimming Programme Manager via email. Please note that cancellation fees of up 100% of the Agreement Price may apply. Enfield Council has sole discretion as to whether or not to charge the cancellation fees.

Should any school have concerns or be dissatisfied with any aspect of this SLA, they are required to communicate directly with the Enfield Swim Services Manager to seek resolution. Should a dispute arise between the school and Enfield Swim Services please refer to clause 13 of the General Terms and Conditions which sets out the procedure for handling such disputes.

Contact Details and Contract Management

For any questions or additional information on this SLA and Enfield Swim Services, please contact Enfield Swim Services Manager:

- Name: Grace Alleyne
- Title: Youth Sport Manager, Enfield Swim Services Manager
- **Email**: grace.alleyne@enfield.gov.uk
- Phone: 0204 534 2691
- Office Address: Enfield Council, Silver Street, Enfield, EN1 3XY

For general Schools Traded Services questions or additional information: please contact E-Commerce & Trading Co-Ordinator:

- Name: Christina Baptista
- **Title**: E-Commerce & Trading Co-Ordinator
- Email: STS@enfield.gov.uk
- **Phone**: 020 4534 2663
- Office Address: Enfield Council, Silver Street, Enfield, EN1 3XY

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Governing Law and Jurisdiction

This SLA shall be governed by English Law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this SLA or its subject matter or formation.

Agreement Form

Please complete and return the attached agreement form to confirm your acceptance of this School Swim Programme SLA. By signing this form, you are confirming that you have authority to procure Enfield Council's Swim Services from 1st December 2025 to Tuesday 21st July 2026.

Name:
Position:
School:
Date:
Signed:
Please note by selecting the tick box 'By clicking "I agree to the terms of purchase and SLA
2025/2026 where available', you agree that your order will be governed by these terms" when
purchasing the Enfield Swim Services package on the School Traded Services Hub, the school

This SLA ensures that both the school and the swim instructor adhere to the responsibilities outlined, ensuring a safe and effective swimming experience for all students.

confirm acceptance of this School Swim Programme SLA.