

## AQUAKIDZ COVID-19 TERMS & CONDITIONS

### COVID-19 HEALTH DECLARATION

As part of the booking system, customers will have to acknowledge that they understand that if they or anyone in their household has experienced coronavirus symptoms (including a high temperature, a new, continuous cough, a loss or change to your sense of smell or taste) within the last 14 days they should not attend the lessons or pool hire booking.

If a customer or any of their household have any of the main symptoms of coronavirus they should **stay at home (self-isolate) and get a test** and will not be allowed access to the venue.

### BOOKING LESSONS

1:1 swimming lessons and pool hire can be booked via the online booking system on the AquaKidz website [www.aquakidz.co.uk](http://www.aquakidz.co.uk) or via a link sent to existing AquaKidz customers.

The payment date will be 7 days prior to the lesson or pool hire start date. *Your booking is only guaranteed, once we have received payment of the course fee by the payment date.*

### PAYMENTS

Payments can be made via 2 methods:

1. Use the bank details provided as part of the booking process to make a bacs payment from your bank account. No transaction fee is incurred using this method.
2. Use the card payment method on the online booking system to pay via stripe. There is a 4.5% + 20p payment fee paid by the customer via this transaction method and this will be evident on the payment section prior to making the payment.

### REFUNDS & CANCELLATIONS

All AquaKidz customers have the right to cancel at any time prior to the payment due date for that course. If payment was made via the online booking system a small fee of 1.4% + 20p will be withheld by stripe to cover the cost of processing the payment and the refund.

If you cancel a booking at any time after the payment due date has passed but prior to the course commencing, we will issue a refund minus a minimum £15 cancellation charge. Once the course has started AquaKidz are under no obligation to provide a refund if you wish to cancel following the commencement of your first class.

If a customer is unable to attend their booked course of lessons they are welcome to gift this to another family so another swimmer can attend in their place. The transfer

of the payment would need to be sorted out between the customers and not through AquaKidz.

**You must inform AquaKidz ASAP if a swimmer is unable to attend and you would like another swimmer to take their place so we can check whether it would be suitable for them take their slot and inform the teacher.**

If AquaKidz cancel the lessons, for example if we are instructed to close the pool due to a local area lockdown then the payment for the lessons will be refunded.

## **TERMINATION OF LESSONS**

We reserve the right to terminate swimming lessons if: (a) the Swimmer's conduct or that of their parent or guardian is in our reasonable opinion unacceptable; or (b) the Swimmer's conduct or that of their parent or guardian is or may be in our reasonable opinion harmful to our reputation; or (c) the Swimmer's conduct or that of their parent or guardian amounts to a breach of these Terms and Conditions. You will not be entitled to any refund for a course started but not completed.

The types of behaviour we consider to be unacceptable include:

- Swearing at or in front of Swimmers, teachers, parents or guardians
- Making personal insults towards Swimmers, teachers, parents or guardians whilst attending the swimming lessons
- Making defamatory comments online or on social media about us, Swimmers, teachers, parents or guardians
- Making intimating or threatening remarks in person, over the phone or via email to us or the teachers
- Failing to adhere to our safeguarding procedures.

Please note that this list is NOT exhaustive.

## **THE PARENT & SWIMMER CODE OF CONDUCT**

AquaKidz have a code of conduct for parents and swimmer that all customers should abide by. These rules are in place to help ensure the health and safety of all pool users. The Code of conduct can be accessed on the AquaKidz Website ([www.aquakidz.co.uk](http://www.aquakidz.co.uk)).

## **SAFEGUARDING**

AquaKidz is committed to providing good child safeguarding practice for all our swimmers and we have adopted the Swim England Safeguarding Policy – Wavepower, a copy of which can be viewed and downloaded from [www.swimming.org](http://www.swimming.org). Our AquaKidz policy is one where we accept that good safeguarding and fair play is paramount for all our swimmers.

If you have a question or concern regarding child welfare, please make contact with the AquaKidz Head Office or contact Swim England's Swimline on 0808 100 4001.

## **LIMITATION OF LIABILITY**

We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when our contract with you is created. We will not be responsible for any loss or damage that is not foreseeable.

Each of our teachers is appropriately qualified as a swimming teacher and competent to conduct the classes assigned to him/her but their advice does not include any medical or similar advice and is not a substitute for advice provided by an appropriate medical, health, or fitness professional or therapist.

If you bring any personal belongings onto our premises, we do not undertake to keep them safe or provide any storage place for them.

## **HOW WE USE YOUR PERSONAL INFORMATION (DATA PROTECTION)**

- The online booking system will request information on each swimmer such as name, gender, date of birth, address, mobile number, relevant medical information or special education needs.
- This information is collected in order to send details of the lessons, any changes or cancellations. Also to help us ensure a safe & supportive environment for learning to take place.
- We may be requested by the government to share our records of staff, customers and visitors with NHS Test and Trace.
- If you have told us we can use your information in a certain way, you can tell us to stop using it at any time, by contacting [swim@aquakidz.co.uk](mailto:swim@aquakidz.co.uk)

Our data protection policy and privacy notice, which are available on the Aquakidz website ([www.aquakidz.co.uk](http://www.aquakidz.co.uk)) set out our commitments to you, in compliance with and beyond the General Data Protection Regulation (commonly known as the **GDPR**) and explains how we collect, store and use your personal information.

## **COMPLAINTS**

We always welcome feedback and, whilst we always use all reasonable endeavours to ensure that your experience as our customer is a positive one, we nevertheless want to hear from you if you have any cause for complaint. If you have any complaint about our classes or any other complaint about us or any of our staff, please raise the matter by emailing [swim@aquakidz.co.uk](mailto:swim@aquakidz.co.uk)

## **CHANGES TO TERMS AND CONDITIONS**

We may from time to time change these Terms and Conditions without giving you notice, but we will use our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

