

Terms and conditions (Covid Revision 1st May 2020)



Revised Terms and conditions. Coronavirus/Covid 19

PoolSchools issued temporary amendment and additions to our terms and conditions. The "Covid revision 1/5/20" supersedes our normal terms and conditions and remain applicable unless amended and are effective from when lessons resume in Autumn 2020 until December 2020.

When we resume normal business will be impacted by specific operating procedures imposed by a third parties, our host venue, Governing Sports body, local council, or government.

These clauses apply to all lessons and activity, to all swimmers, participants and spectators.

These clauses forms part of the terms and conditions but do not affect your other rights and continuity of supply.

Term time schedule, duration and span.

PoolSchools will continue, in good faith to deliver the programmed lessons as advertised and published.

- Lessons are scheduled termly and span 5,10,11- or 12-weeks subject level and venue.
- "SPARE" dates form part of the terms and conditions. Additional/SPARE dates are added to the termly calendar to accommodate unscheduled closures.

Revision PoolSchools:

- will commit to deliver the total number of lessons scheduled over a rolling period up to December 2021.
- will increase the number of SPARE dates during the period to 20th December 2021.
- will automatically transfer unscheduled closures to SPARE dates. A late unscheduled closure may result in an additional lesson during the following term.

PoolSchools will have discharged its obligation if sufficient lessons have been made available during the period up to December 2021.

B. Credits

During the period of the Covid Revision is applied, unscheduled closures and lessons will be transferred to SPARE dates. A credit is not generated.

C. Refund arising during the period of the Covid Revision.

In the event a swimmer cancels lessons after full payment for Autumn term 2020 Spring and Summer term 2021 All refunds will be issued in August 2021 (being the end of PS financial & Academic year and). Thereafter refunds arising from swimmers cancelling lessons will be issued at the end of each term.

In the event PoolSchools are unable to deliver the total number of scheduled lessons including the use of ALL SPARE dates before by 20th December 2021. Swimmers will receive a Refund for the lost sessions paid in January 2022.

Absence and Illness

Current status "Absence due to illness does not generate a credit unless the swimmer is unable to attend for more than 3 weeks and when the absence is reported and accompanied with a Doctors' note. The swimmer is then credited for the lesson minus one (i.e. absent for three week credited for 2)".

Covid Revision Clarification for the period to December 2021

D. Absence due to self-isolation

- *Credits are not issued for a single period of isolation unless confirmed at the start of the isolation by email. Swimmer must remove themselves for 14 days or 3 swim sessions. (the swimmer will receive 2 lesson credits. Credits arising from SI are not redeemable against a refund)*
- *A second period of self-Isolation in one term. 1 lesson credit.*

E. Normal Operating Procedures Covid Revision.

- *New Operating procedures “NOPS” will be in operation.*
- *NOPS varies by venue.*
- *NOPS will be published separately.*
- *Parents, swimmers, and parties associated with a swimmer are required to conform to the guidance.*
- *Parents, swimmers, and parties associated with a swimmer who do not confirm to the guidance will*

***Firstly**, be informed that the NOPS exist for the benefit of All and that a breach of the guidance / NOPS puts children staff and other visitors at risk.*

***Secondly**, a second breach of guidance/NOPS on the same visit or a subsequent visit will result in the swimmer being removed from the register and permanently excluded from PoolSchools. No refund will be issued, or credit transferred to a third party.*

- *Track and Trace.*
 - *Swimmer can only be accompanied by One parent /Guardian.*
 - *One parent / per swimmer 2.*
 - *PoolSchools hold information on Parents/Guardians if details change you MUST update PS before attendance*
 - *No Spectators will be allowed.*

Force Majeure

FM has always formed part of our terms and Condition. Additional Phase is highlighted

Should “PoolSchools” be prevented from executing its obligations by force majeure, such as exceptional weather conditions, flood, fire, war, terrorism industrial action, disruption to mechanical or electrical or water supplies, closures and restricted access granted to venues by the host or others due to events or circumstance including Health advice, **Covid Guidance issued by Our host venue, Governing Sports body, local council or government and as interpreted by PoolSchools** or legislation or other unforeseen events, and this is unavoidable, the “PoolSchools” shall notify the Client as soon as possible, explaining the reason for its inability to execute or need to delay the execution of all or part of the contract. In such circumstances the “PoolSchools” shall not be deemed to be in breach of this contract and conditions. This clause shall not, however, affect any Clients right to cancel.

F. In context of the Force Majeure and postponed lessons from March 2020.

PoolSchools will extend Autumn term 2020 by 2 weeks at all venues to account for the disruption in March. By providing additional lessons PoolSchools will fulfilled its obligation to the swimmer.

Force Majeure is invoked for swimmers who do not return in Autumn 2020 in respect of lessons postpones in March 2020 receiving no credit or refund.

Force Majeure will be invoked in December 2020 for all lesson postponed in March 2020 that are not delivered during Autumn term 2020. No credit or refund will be issued. Additional lesson will not be added to future terms.