

Born to Spa | Terms and Conditions – updated 8th November 2023

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Own Risk

Participating in a class run by Born to Spa is entirely at your own risk. Yours' and your baby's safety, as well as your belongings and vehicle, remains solely your responsibility at our venues. Babies should not be left unattended at any time during your experience. If the class booking is made by a third party, they are expected to inform the person(s) who will attend the class on the day of these Terms and Conditions.

About your booking

By completing a booking and making payment, you are confirming that you have read, understood and agree to all of the Terms and Conditions in this document and also the information in Born to Spa's Policies.

If you do not agree to this, your booking cannot be completed.

a) Baby Spa - Your booking entitles one baby between the age of 6 weeks to 13 months to attend one Born to Spa experience with a maximum of two adults to accompany them. You may book places for up to 5 babies (each with a maximum of 2 adults) which would mean a session is fully booked. No other adults or children will be allowed to enter the room in which the experience is being held.

b) Baby Massage – Your booking entitles one baby between the age of 6 weeks of age until they are pre-crawling and one adult to attend the course. Should you be unable to attend a class, your baby is very welcome to attend with another parent or familiar adult.

eGift Vouchers

Vouchers cannot, under any circumstances, be refunded or have their expiry date extended. Vouchers are valid for 12 months from the date of purchase, not the date that you request them to be sent to the recipient.

No cash alternative will be given.

Bookings with discount codes

From time to time, Born to Spa might release discount codes. These codes are for new bookings only. They may be applied to Baby Spa or Baby Massage Courses or both – it will be specified on the social media post in which they are advertised.

Discount codes will be valid from the date they are first published (unless otherwise stated) and until the advertised date of expiry. No cash alternatives will be given. Born to Spa reserves the right to withdraw discount codes without notice.

Behavioural Conduct

Our Born to Spa Leaders will conduct themselves professionally at all times. Born to Spa also expect kind, courteous and respectful behaviour from all adults who attend our classes.

Correspondence that you will receive from Born to Spa

An automated email will be sent to you

- 1) Upon successful completion of our online booking form and receipt of payment.
- 2) The day before your class as a reminder of the class you have booked and to direct you to re-familiarise yourself with Born to Spa's Terms and Conditions and Policies.
- 3) The day after your class to request feedback and reviews.

You may also receive an email (or text message if we do not hear from you by email) if your class needs to be cancelled or rescheduled.

Refund and Transfers

Once a booking is made for any of our classes or courses, it is final. No refunds or transfers will be issued due to the nature of our small business.

The unique circumstances, specified below, offer some flexibility to Baby Spa bookings only. This list is non-negotiable:

a) In the event of you being unable to attend the session (because of illness, for example), your baby can be brought by another responsible person who is aged 16 or over.

b) Alternatively, if you or your baby are not able to attend (because of illness, for example), you can offer your booking to a friend or relative to attend with their baby.

In either circumstances a) and b), Born to Spa need notification (via email to hello@borntospa.co.uk) of these arrangements at least 24 hours before the commencement of your booked session - if any less time is given, Born to Spa cannot guarantee that the message will be read. You will need to send us the names of the baby and/or adult(s) who are taking your place, as well as the baby's date of birth and, if applicable, details of the baby's ongoing health conditions and complex health needs and also inform them of our Terms and Conditions and Policies. They must only attend the class with their baby if they make the same agreements that you have done on our booking platform.

If Born to Spa needs to cancel a class or course

Due to the personal circumstances of our spa leaders, equipment failure, extreme weather

conditions, minimum participant numbers needed for financial viability of classes/courses or venue cancellations that are out of our control, Born to Spa reserves the right to cancel a class, even at short notice. A notification email or text message will be sent to the person who booked the class.

At the soonest possible opportunity, Born to Spa will contact you to reschedule your session, or in this circumstance only, a full refund will be issued if a mutually convenient experience booking cannot be arranged.

Illness

Babies and adults must not attend their session if either of you

- Has an upset stomach, including vomiting or diarrhoea in the previous 48 hours - the last bout of vomiting or diarrhoea must be at least 48 hours before the beginning of your booked sessions to avoid passing on the illness.
- Has heavy nasal discharge.
- Has symptoms associated with conjunctivitis - eye discharge, red and irritated eyes, watery eyes.
- Has symptoms of a possible communicable diseases such as:
 - Measles
 - Chicken pox
 - German measles
 - Whooping cough
 - Impetigo
 - Scarlet fever
 - Hand, foot and mouth disease
 - Norovirus
 - Covid-19

As per the Refund and Transfer Terms section of this document, we cannot offer a refund for a session that you miss due to illness. As explained in this section, you may offer your place to a friend and their baby or an alternative person aged 16 years or over can bring your baby, provided they and your baby are both well. You would need to inform us in this instance, at least 24 hours before your experience is due to start - please refer to this section regarding the information you must provide them with regarding Born to Spa's Term and Conditions and Policies.

Born to Spa's Commitment to Equal Opportunities

Born to Spa has a commitment to ensure that the equipment and activities are of value and worth, and show respect to everyone regardless of race, culture, language, gender, age, experience, religion, background, ability or disability.

Data Protection

The information on your booking form contains personal data.

Please refer to our Data Protection Policy for more information.

Videos and photographs for PRIVACY AND SAFEGUARDING

We encourage you to take pictures or short videos of your baby during the experience, provided it doesn't interfere with the class. Please bear in mind that our rooms are dimly lit and therefore flash photography should not be used so as not to disturb the other babies in the room.

a) If the Born to Spa leader feels that the amount of video that you take is excessive, and not just short clips, you will be asked to stop.

b) You must not take direct pictures or videos of other babies and adults in the room without their consent. If you are asked to stop, please do respect the rights' of others. In addition, photos and videos of other babies and adults in the class who are not named in your booking, should **not** be posted online, on social media platforms or in the press without explicit consent from the persons in the photo or video. If consent is not given, you must make each baby and adult unidentifiable by **blurring** or **hiding their faces** with emojis - this is **IMPERATIVE for Safeguarding**.

c) If you tag Born to Spa in any of your social media posts, including when posting images of your baby from one of our experiences, it will be assumed that you are happy for these to be shared by us on our social media pages, advertisements and future marketing campaigns.

d) From time to time, Born to Spa class leaders may take photos or short videos during a class to help us with our advertising and marketing. Photos will never be taken or posted on line that would breach your or your babies' privacy and safeguarding, such as below waist pictures. If you do not give consent to this, the same steps will be taken as stated in part b) of the **Videos and photographs for PRIVACY AND SAFEGUARDING section of this document**.

e). Please bear in mind that you or your baby may appear in the background of other people's photos that they share online and to our social media pages. Please see part b) of this section for more information.

For supplementary information about this, please refer to the Photography and Filming section of Born to Spa's **Safeguarding Policy**.

Changes to Terms and Conditions and Policy Updates

If the Terms and Conditions are changed between making your booking and attending your class, you will be notified via email.

Policies will be updated according to the timescales specified on each document.