

OUR TERMS

What these terms cover These are the terms and conditions on which we provide Swimcentral swimming classes to you.

Why you should read them Anyone wishing to attend a Swimcentral class must agree to the terms and conditions set out below. Please read them carefully before you submit your order to us. They tell you **who we are, how we will provide classes to you, 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.

INFORMATION ABOUT US AND HOW TO CONTACT US

Who we are We are Swimcentral Ltd, a company registered in England and Wales. Our company registration number is 7637609 and our registered address is Unit 58, 3 Edgar Buildings, Bath, BANES, England BA1 2FJ.

How to contact us You can contact us by telephoning 01225 800212 or by writing to us at info@swimcentral.org.uk

How we may contact you If we have to contact you we will do so by telephone (including via text message) or by writing to you at the email address or postal address you provided to us in your order.

“Class(es)” When we use the word “class(es)” in these terms we mean any swimming session provided by us.

“We, Us” When we use the words “we” or “us” in these terms we mean Swimcentral Limited.

“Writing” includes emails and text messages When we use the words “writing” or “written” in these terms, this includes emails and text messages.

“You” When we use the word “you” in these terms we mean the customer.

OUR CONTRACT WITH YOU

Booking swimming classes You can book swimming classes via our website www.swimcentral.org.uk

Providing personal information In order to book classes you must provide us with specific personal information. If you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the class, for example, any medical conditions you or your children may have or details of swimming experience, we may end the contract by writing to you. If you provide us with incomplete or incorrect information we may either end the contract with you or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the classes late or not providing any part of them if this is caused by your not giving us the information we need within a reasonable time of us asking for it.

Please also refer to **How we will use your Personal Information**

When you complete your registration online you will have a login name and be responsible for sourcing a secure password. You will then register your swimmer(s) and will be able to choose and pay for your preferred venue, stage and time.

Our acceptance of your order will take place when payment is made and accepted via our website www.swimcentral.org.uk. Confirmation of your order will be sent to you by email. **It is at this point that a contract will come into existence between you and us.**

VAT All of our prices are subject to standard rate VAT.

Right to change your mind For most services bought online you have a legal right to change your mind within 14 days of the date the contract is made (**the cancellation period**) and receive a refund. These rights under the Consumer Contracts Regulations 2013 are explained in more detail in these terms.

You do not have a right to change your mind once the classes have been completed, even if the cancellation period is still running.

If you cancel during the cancellation period after we have started the classes, you must pay us for any classes already provided up until the time you tell us that you have changed your mind. We also have the right to charge you a reasonable fee to cover our administrative costs.

MAKING PAYMENT

Classes are paid for in advance. When you complete your order via our website you will be asked to provide your credit/debit card details via a payment service provider. Your details will be securely held by the third party provider and not us. By providing your card details and allowing them to be stored on a secure payment gateway operated by a third party, you are granting us a **continuous payment authority** to enable us to debit the card when necessary i.e upon re-booking.

Initial payment Your initial payment will be a one-off payment to cover classes provided up until the end of that calendar month i.e. if you complete your order on 15th of the month your initial payment will be for the classes provided up until the end of that month. Your next payment will then be taken on 1st of every following month using a continuing payment authority until such time as you give us 5 days' written notice to cancel this authorisation.

If you do not wish us to be able to use your card details in this way please inform us by telephone or email. Please note that we will not be able to automatically re-book you on to the next course without a continuous payment authority which may result in loss of classes.

Alternatively, you can opt to pay for a full block of classes in advance. Full payment will be taken in advance when you book via our website www.swimcentral.org.uk. We will write to you before the end of the block of classes to check whether you wish to continue with the next block of classes. If we do not hear from you at least 5 working days before the last class in your block booking we shall assume that you wish to continue and payment will be taken from the card details provided in your initial order.

It is your responsibility to make sure that there are sufficient funds in your account and that the saved card is valid. If an automatic payment has failed, we will retry 3 days later and you will be notified in writing if unsuccessful. If no payment is made within 5 calendar days of us reminding you in writing we may end the contract with you.

If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of HSBC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

If you think we have invoiced you incorrectly please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

Prices The price of the classes (plus VAT) will be the price set out in our price list in force at the date of your order unless we have agreed another price in writing

FREE TRIAL SWIMMING LESSON

If you are a new customer booking swimming lessons with us we will offer you one free trial lesson with no obligation to enter into a contract with us for further lessons. This lesson can be booked via our website www.swimcentral.org.uk. Your card payment details will be requested at the time of booking but no monies will be deducted until such time as the free lesson has been taken. If you have not cancelled your payment authority with us within 3 working days of the free lesson taking place we will automatically take an advance payment of one month's lessons. We will contact you in writing in advance to remind you that payment will be taken.

Free trial lessons are valid for new customer bookings **for swimming lessons only** and have no monetary value. They are subject to availability and must be taken on the date agreed with us. If the free lesson is missed or cancelled by you for any reason we shall assume that it has been taken and will not be able to offer any alternative date.

ADDITIONAL SESSIONS

Whilst swimming with us you may be offered the opportunity for you or your child to take part in an additional water swim session, such as Water Confidence, Mermaids, Rookie Lifeguard. We always ensure that your child is ready to attend one of these sessions to make sure they will feel comfortable on the day and have the best opportunity to enjoy their experience. If for any reason we feel that your child needs more swim time before attending we will offer you a place on our next available additional session.

These sessions are an additional opportunity for you and are scheduled at our discretion. They do not form part of your membership and are subject to the conditions below. You can book a space on one of our additional swim sessions on our website at any time during your journey with Swimcentral. Any additional sessions are subject to availability and may be varied, rescheduled or withdrawn at any time by us. These sessions are at our discretion and we reserve the right to charge for any sessions taken over and above a certain limit, determinable by us. We will inform you in these circumstances.

If you have booked an additional session and then subsequently cannot attend, please contact us within 48 hours of the session commencing so that we may offer it to someone else. You may be charged a fee if you would like another session within your term.

By booking an additional session for which we have charged you a fee you have the right to cancel your booking within 14 days (the cancellation period). Please see **Right to change your mind**

If you booked one of the above free additional water swim sessions and we cancel there is no monetary refund for this activity

CLASS CANCELLATIONS OR CHANGES BY US

We are not responsible for events outside of our control If we are unable to offer you the classes because of an event outside of our control i.e pool closure, staff sickness etc. then we will contact you in writing to let you know. We will give you as much notice as possible but sometimes this can be “last minute”. In these circumstances we will try and contact you via text message, if this has been provided, or telephone using the contact number given upon registration. It is your responsibility to ensure that these contact details are correct and kept up to date. We will not be responsible for any expenses incurred due to a failure by you to pick up a message.

It may be necessary to cancel classes due to local adverse weather conditions which would make the venue unsafe and inaccessible. We regret that we are unable to offer a refund or reschedule of classes in the event of an adverse weather condition.

If there is a risk of a substantial amount of classes (such a level will be determinable by us) being cancelled by us you may contact us to end the contract and receive a refund for any classes you have paid for but not received.

If a class has become too small to function properly we may need to merge it with another. We try to keep class times as similar as possible but unfortunately cannot always guarantee this. We will try to give you as much notice as possible if your class time, date or venue is changing but will notify you when we send you a re-booking email.

We may change the classes in the following circumstances:

- (a) to reflect changes in relevant laws and regulatory requirements e.g. regulations introduced to protect children in swimming pools; and
- (b) to implement minor technical adjustments and improvements; and
- (c) a change to the appointed instructor.

Should a class already be in progress or about to start and have to be cancelled on the grounds of health and safety then we are under no obligation to refund the class in full or part.

CLASS CANCELLATIONS OR CHANGES BY YOU

Right to change your mind For most services bought online you have a legal right to change your mind within 14 days of the day after the date the contract is made (the cancellation period) and receive a refund. These rights fall under the Consumer Contracts Regulations 2013.

If you cancel within 14 days of the date the contract was formed i.e. when payment was taken and you received an email of confirmation from us you will be entitled to a full refund if no classes have been taken. If you have already received classes within that 14 day period we will deduct the cost of any class taken in that 14 day period and refund the balance minus an administration fee of £25.

After the cancellation period has ended we are under no obligation to refund you if you wish to cancel because you have changed your mind.

If you wish to cancel your contract with us for monthly fees taken on a continuous payment authority we will require 5 working days' notice in writing. The contract will cease at the end of the month in which you give us notice and no further payment will be taken. i.e. if you cancel

your contract with 5 working days' notice on 20th of the month, the contract will cease on 30/31st of that same month and no payment will be collected on the 1st of the following month.

Customers who choose to pay for a block booking of classes in advance will only have the right to cancel the contract within the initial 14 day period. See **Right to change your mind**

How to end the contract with us To end the contract with us you can contact us:

- (a) Online via our website <https://www.swimcentral.org.uk> using the cancellation form
- (b) By phone or email. Call our customer services on 01225 800212 or email us at info@swimcentral.org.uk. Please provide your name, home address, details of the order and where available, your phone number and email address.

Changes requested by you We are unable to accommodate **any changes to the classes requested by you**. Unfortunately, what would appear to be one simple request is an impractical administrative task and has a huge impact on our other customers and our teachers. If you miss a class, we are unable to offer you an alternative class or a refund.

However, we understand that during the school summer holidays families will have booked to go away and we are therefore able to offer two **swimming lessons only** to be swapped to a different time to accommodate this. Please note this offer is only available during the summer holiday school break only and not at any other time during the year. The substituted lessons are subject to availability and no credit will be provided if you are still unable to attend the substituted lessons offered.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

IF THERE IS A PROBLEM WITH THE CLASSES

We sincerely hope that you will be entirely satisfied with the classes but if you are unhappy please follow our complaints procedure:

1. Speak to the teacher of the lesson or telephone us on 01225 800212.
2. If you are not satisfied with the response, please email your complaint to us at info@swimcentral.org.uk

SUMMARY OF YOUR KEY LEGAL RIGHTS

The Consumer Rights Act 2015 says:

- Every contract to supply a service is to be treated as including a term that we must perform the service with reasonable care and skill.
- If we do not do this you have the right to require us to repeat or fix the service

- If we do not do this you have the right to a price reduction, including a right to a refund for anything already paid above the reduced amount (the reduction can be the full amount paid)
- You are not prevented from seeking other remedies instead of or in addition to those above but you cannot recover any losses twice.

VIDEO AND PHOTOGRAPHY

We encourage a family atmosphere at Swimcentral but at the same time would ask everyone to remain sensitive to the feelings of others. We therefore ask permission before formal photos and videos are taken by us and have a **no photography policy** amongst our staff and family members attending the sessions. Should any person be identified as filming or photographing, the teacher will inform the class and filming/photographing must stop immediately and without incident.

Where possible, at the start of each term and during badge week, we will take a picture of you and your child with other parents and children, as long as you have given your previous consent for us to do so. We may also from time to time take videos of our classes, as long as you have given your previous consent. We would like to be able to use these photographs and videos for promotional and publicity purposes. Please indicate when signing the photography permissions page in your account whether you consent to our sharing any photograph and/or video on the internet, on social media or in any other promotional material. These photographs and videos will not be used by Swimcentral for any other purposes. By participating in the class photograph and/or videos you accept that other parents who participate may be given a copy and that Swimcentral has no control over its use by you or other parents.

We continually strive to improve the teaching standard of our workforce and we, on occasion, video record a class being taught by a teacher. We will endeavour to notify you in advance. The camera is focused on the teacher and the video recording will only be seen by the teacher and their assessor. The video will not be used for anything other than for the teacher to gain feedback from their assessor. Once the teacher has qualified, the video will be securely destroyed.

We expressly forbid the right to reproduce any part of our classes in any form (e.g on the internet, DVDs, photographs etc). Anyone suspected of continually filming or photographing the lessons for any purpose of publication or for any purpose whatsoever will be asked to stop filming, delete the footage/photographs and leave the class.

Swimcentral cannot be held liable for the actions of third parties and, therefore, excludes to the fullest extent possible by law, any liability arising from a breach of this section headed "Video and Photography" by any party.

VALUABLES AND JEWELLERY

All property left in changing rooms or on poolside and all property (including prams) left in entrance halls or outside, is left at your own risk. We cannot accept any responsibility for the loss or damage of any personal possessions. Please ensure all jewellery (except wedding rings) is removed before entering the water.

MEDICAL CONDITIONS

At the time of registration you will be asked for any existing medical conditions for either yourself, another carer who may swim in the classes, or the child booked into the classes. You

agree to inform us of any changes, including pregnancy as soon as you are aware of them. It is your responsibility to keep us informed of any medical conditions. All information will be kept strictly confidential.

In the event that a swimmer has a medical certificate signed by a medical practitioner to say that they are unable to swim for a prolonged period of time i.e. because of broken bones please inform as soon as possible. It is at the discretion of Swimcentral as to whether a credit or refund will be issued.

ILLNESS

Should any swimmer, parent accompanying a child swimmer or the adult taking your child into the water have, or develop, any known or suspected medical condition, please consult your doctor before attending a class. You must then inform us. If your illness is contagious and may affect other users of the pool, we may share basic information about this risk with other carers. All information received is treated in confidence and with sensitivity.

Never come or bring your child to a class if you/they have any illness such as an ear infection, diarrhoea, vomiting, chicken pox, impetigo, conjunctivitis, or a bad cold. Please wait until your doctor has given the all-clear before returning to classes.

Please ensure that any sickness/diarrhoea symptoms have completely cleared for at least 48 hours before your class; or 14 days if a gastrointestinal bug has been diagnosed by a medical professional.

Our teachers may refuse entry to the pool if they reasonably believe that you or your child is not well enough to participate.

NAPPIES AND CHANGING YOUR CHILD

Without exception, all babies/toddlers, regardless of age or whether they are potty trained, **must** wear the double nappy system: either reusable cotton nappy or a disposable paper swim nappy with a Happy Nappy® or Neo Nappy® on top. We reserve the right to refuse entry to any child who is not suitably attired.

Babies wearing any other attire, including wetsuits or warmers, etc. must still wear a Happy Nappy® or Neo Nappy® and disposable paper swim nappy.

Please take all your used nappies away with you. Never leave nappies in an open bin (including those within the venue grounds).

WITHDRAWAL OF SERVICE

We may, at our own discretion, refuse a customer entry to classes if it is felt that the customer's behaviour or the behaviour of those associated with the customer is unreasonable or becomes an issue of health and safety.

POOL/POOLSIDE HEALTH AND SAFETY

Strictly no eating inside the venues. Please be considerate towards other users of the pool with serious air-borne allergies.

No outer footwear or prams should be taken onto poolside or into changing rooms. Please use blue overshoes (if available) or go barefoot if you prefer.

Please always try to shower both yourself and your child before entering the water. Removing body lotions, perfumes, etc. before swimming contributes significantly to maintaining water quality.

Do not enter the pool until the current class has finished; please always wait to be invited to do so by your teacher.

You are responsible for the safe supervision of any children you bring at all times: on poolside, in the changing rooms, and on the pool premises. They should always be under the direct supervision of an adult and never be left unattended. Children running on wet surfaces can very easily slip and hurt themselves. We reserve the right to ask anyone to leave the poolside at any time. Local age restrictions for spectators may apply and you will be informed of these when booking classes.

Always adhere to pool rules at individual venues. Not all our venues permit spectators on poolside. Please work with us to ensure we follow these rules.

Unfortunately, we can only accommodate one adult in the pool at a time with each child, who must be either the child's parent or designated carer and over 16 years of age. However, we are happy for other members of your family, friends, or child minders to bring your child to classes. Anyone new to the class must let the teacher know at the beginning of the session, including making the teacher aware of any health issues, so they can provide the extra help and advice that will be needed.

TEACHERS

Whilst it is our policy that we endeavour to ensure you always have the same teacher, we cannot guarantee this as teachers fall ill, leave, etc. Also, due to the extremely thorough nature of our training, we may occasionally need to have a new teacher teaching your class. They are always fully trained at this point but need to teach a series of 'live classes' in order to complete their assessment process. Unfortunately, we cannot give advance warning when this may happen and, whilst we always try to limit it, it is a necessary part of our commitment to quality.

HOW WE WILL USE YOUR PERSONAL INFORMATION

We will use the personal information you provide to us to:

- (a) provide the classes;
- (b) process your payment for such classes; and
- (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us

We may pass your personal information to credit reference agencies. Where we extend credit to you for the classes we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

We will only give your personal information to other third parties where the law either requires or allows us to do so.

EXCLUSION OF LIABILITY

Except in the case of death or personal injury arising as a result of negligence, lack of due diligence, breach of duty, or any other circumstance where liability cannot be excluded by law, your participation, or that of your spouse/partner, your child, or those in whose care you have placed your child at Swimcentral classes is done so entirely at your and their own risk.

SAFEGUARDING

We are 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 is held by the Swimcentral office or can be viewed and downloaded from www.swimming.org.uk We believe that good safeguarding and fair play is paramount for all our swimmers.

If you have a question or concern regarding child welfare, the Swimcentral Welfare Officer should be informed on 01225 800212. Alternately, there is a dedicated helpline for anyone wishing to raise a safeguarding or welfare concern directly to the Swim England called Swimline on 0808 100 4001.

CHANGES TO TERMS AND CONDITIONS

From time to time we may update these terms and conditions by sending you either an updated version or notification of minor changes. You are free to not accept these changes, but we would ask you to notify us in writing of your non-acceptance within 14 days of your receipt, failing which we will be entitled to treat our agreement with you as being subject to the updated version.

OTHER IMPORTANT TERMS

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within 14 calendar days of us telling you about it and we will refund you any payments you have made in advance for classes not provided.

The contract is between you and us. No other person shall have any rights to enforce any of its terms.

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

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 or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the classes, we can still require you to make the payment at a later date.

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 services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.