

## **Swim Sports Company Limited**

### **Terms and Conditions of Membership**

#### **ABOUT US**

Swim Sports Company Limited (trading as swim!, swim@, baby swim!, Becky Adlington Swim Stars) is a company registered in England and Wales, company number: 10552875 and registered office: 4th Floor 5b The Parklands, Lostock, Bolton, England, BL6 4SD.

If you have any questions, please contact us before completing the Sign-Up Process by using the contact form at <https://www.swim.co.uk/contact-us/>.

If you have any queries or complaints, please write to us at [www.swim.co.uk/contact-us/](http://www.swim.co.uk/contact-us/) or contact the staff at your Venue and we will do our best to help you or respond to your complaint within a reasonable timeframe.

Nothing in these Terms operate to override or exclude any of your statutory legal rights.

#### **IMPORTANT INFORMATION**

Your membership is governed by these Terms. You should therefore read them carefully before you become a Member as they explain your and our legal rights and also contain important information about our Contract with you. If you are not prepared to accept the Terms, you should not complete the Sign-Up Process or otherwise make use of any of our services.

For new and current Members, your continued access to and use of our services constitutes your acceptance of these Terms.

#### **INTERPRETATION AND DEFINITIONS**

Within these Terms, references to “you”, or “your”, are to the Member and references to “we”, “us” or “our” are to swim.

**Access Code** means the numerical code or QR code which grants you access to your Venue;

**Cancellation Period** has the meaning given in paragraph 3.1 below;

**Contract** has the meaning given in paragraph 1.4 below.

**Direct Debit** means the payment mandate set-up with your bank in respect of the Monthly Fee;

**Initial Monthly Fee** means the payment taken as part of the Sign-Up Process (in addition to the Joining Fee) being a prorated amount of the Monthly Fee to account for your access to Lessons prior to the first Monthly Fee;

**Joining Fee** means the initial, one-off fee payable by a Member during the Sign-Up Process;

**Lesson(s)** means weekly lesson that reoccur at the same day and at the same time;

**Medical Conditions** means the declaration of any pre-existing or known medical information relevant to the Participant, these can be updated at any time via your online account at <https://my.swim.co.uk/Swim>;

**Member** means a person who has a Contract with Swim Sports Company Limited in respect of Lessons (and “**Membership**” shall be construed accordingly);

**Monthly Fee** means the Membership payment taken each month via Direct Debit;

**Participant** means the person taking part and enrolled onto Lessons;

**Promotional Code** means any promotional or introductory rate which we agree can be applied to your Membership.

**Rules** means: (i) the swim! policies and procedures as may be updated from time to time; and (ii) any health and safety rules implemented by a Venue in which the Lessons are taking place.

**Sign-Up Process** means the process of establishing a Membership which includes creating a profile, selecting a Lesson, paying the Joining Fee and Initial Monthly Fee and setting-up a Direct Debit.

**Swimming Instructor** means the person responsible for leading the Lesson;

**Terms** means the terms and conditions of membership set out below; and

**Venue** means the particular swim! venue selected by the Member during the Sign-Up Process.

## 1. JOINING

### Sign-Up Process

- 1.1. You can complete the Sign-Up Process either online at [www.swim.co.uk](http://www.swim.co.uk) or <https://www.beckyadlingtonsswimstars.com/> or in person at a Venue.
- 1.2. Please make sure that the details that you provide to us about yourself and the Participant(s) during the Sign-Up Process are complete and accurate (including but not limited to age and any Medical Conditions).
- 1.3. It is your obligation to ensure that your contact details and details about the Participant(s) remain up to date throughout the course of your Membership. Please let us know if there are any changes to your email address or telephone number as we will communicate with you from time to time by phone (including text message) and email. We cannot be held responsible for any

communications that you do not receive because you either did not inform us of a change in writing, or update your online account.

- 1.4. In order to become a member, you are required to pay the Joining Fee and the Initial Monthly Fee, at which point a binding contract is formed between you and us (“**Contract**”).
- 1.5. Upon completion of your Sign-Up Process, you will receive a confirmation email from us, containing information on how to obtain your Access Code, at which point your Membership becomes active. If your confirmation email does not arrive, we recommend that you check your junk folder and verify us as a permitted sender to ensure that future correspondence is received into your inbox.
- 1.6. We reserve the right to refuse and/or cancel your Membership at any time following completion of the Sign-Up Process if we reasonably believe that the information you have provided is incorrect and/or false.
- 1.7. Access to the Venue in some cases is permitted only by use of your Access Code. The Access Code is only for access for the Participant and their parent(s) / carer(s) / spectator(s) or similar.

#### Promotional Codes

- 1.8. Any Promotional Code must be applied at this point of the Sign-Up Process in order to be valid. Promotional Codes must only be used once and in accordance with their terms. We reserve the right to reject any Promotional Codes which we have reasonable grounds to believe have been applied on multiple occasions.
- 1.9. If your initial Monthly Fee was part of any offer or involved the use of a Promotional Code, your Monthly Fee will be charged at the agreed promotional rate during the relevant promotional period and will thereafter automatically change to the regular Monthly Fee at the end of the promotional/offer period (subject always to your rights of cancellation set out in paragraph 3.1 below) until your Membership comes to an end by you or us in accordance with these Terms.
- 1.10. We reserve the right to end any promotion and/or reject a Promotional Code at any time.
- 1.11. You are not permitted to use multiple Promotional Codes

## **2. PAYMENT**

### Initial Payment

- 2.1. The Joining Fee and Initial Monthly Fee are payable during the Sign-Up Process (as described in paragraph 1.4 above).

## Monthly Fee

- 2.2. Lessons will run for a period of 50 weeks per year, with a 2-week closure taking place each year during Christmas and New Year. Your Monthly Fee is an equal prorated amount based on 50 lessons over a 12-month period, regardless of the Commencement Date.
- 2.3. The Monthly Fee will be payable during the term of your Membership (including during months where you have not attended each Lesson during the relevant month). This includes if there are circumstances which affect access to and use of the Venue (subject always to your right to request a refund in certain circumstances, as described in paragraphs 6.4 – 6.7 below).
- 2.4. We may change the Monthly Fee for Members at any time by providing you with 10 working days' prior written notice (email sufficient). You can cancel your Membership within this notice period pursuant to paragraph 3.1 below, but if you do not, we will automatically apply the updated Monthly Fee.

## Failed payments

- 2.5. Where a Direct Debit payment is unsuccessful, the following process shall apply:
  - 2.5.1. we will reattempt to take the relevant payment within the next 5-10 days;
  - 2.5.2. if the reattempted payment is successful, the Membership shall continue; or
  - 2.5.3. if the reattempted payment is unsuccessful:
    - 2.5.3.1. the Member shall immediately be placed on a "on hold" status for the next 7 days, during which time we will attempt to collect payment by contacting the Member directly (or by the Member making a payment via their online account); and
    - 2.5.3.2. if payment remains unpaid after expiry of the 7-day "on hold" period, the Membership is automatically cancelled and access to any future Lesson shall immediately cease.
- 2.6. If any payment due from you is not received or a Direct Debit is not honoured for any reason, we reserve the right to charge an administration fee of £10 to reflect the steps taken in investigating such payment failure and reattempting to take payment.
- 2.7. If you fail to pay the Monthly Fee (or any amount due under the Contract) and remain in default for a period of more than 30 days, then we may pass this debt to a third-party collection agency for collection without notice.

## **3. CANCELLATION PROCESS DURING COOLING-OFF PERIODS**

- 3.1. You have the right to cancel this Contract within 14 days of: (i) completing your Sign-Up Process; or (ii) the expiry of any promotional period; or (iii) following

receipt of notification from us that the Monthly Fee is increasing pursuant to paragraph 2.7 above, without giving any reason (“**Cancellation Period**”).

- 3.2. You should send your cancellation request to us before the Cancellation Period expires by providing a clear statement using the “contact us” section on our website in order to raise a ticket at [www.swim.co.uk/contact-us/](http://www.swim.co.uk/contact-us/) and select the enquiry type ‘Cancellation’.
- 3.3. If you cancel within the Cancellation Period, we will refund you the Joining Fee and the upfront Monthly Fee (minus any Lesson(s) that the Participant has attended) and your access to Lessons will immediately end.
- 3.4. After the Cancellation Period has expired, your Membership will continue thereafter on a monthly, rolling basis and may be cancelled in accordance with paragraph 4 below.

#### **4. TERMINATION BY YOU**

- 4.1. Upon expiry of the Cancellation Period (described in paragraph 3.1 above), you may cancel your Membership at any time upon providing us with 30 days’ prior notice ahead of your next scheduled Direct Debit date.
- 4.2. Cancellations must be requested using the “contact us” section on our website in order to raise a ticket at [www.swim.co.uk/contact-us/](http://www.swim.co.uk/contact-us/) and select the enquiry type ‘Cancellation’. We will process the cancellation request including cancelling your Direct Debit.
- 4.3. Where the process described in paragraphs 4.1 and 4.2 above have been followed, your access to Lessons will remain in force until the day of your last upcoming Lesson covered by the final Monthly Fee, at which point access will automatically cease. We will notify you of the relevant date as part of the cancellation process.
- 4.4. You should not cancel your Direct Debit directly with your bank or building society without notice to us as a means of cancelling your Membership. Where a Direct Debit has been cancelled directly with your bank or building society and a pre-payment for Lessons has been made, the Participant will only be granted access to the Venue for the Lessons paid for in advance. Access thereafter will automatically cease.
- 4.5. You may cancel your Membership on medical grounds for reasons specific to the Participant upon the provision of a certified medical letter or if such circumstances result in the Participant being unable to attend 4 or more consecutive Lessons (see paragraph 7 (*Medical Conditions*) below).

#### **5. TERMINATION BY US**

- 5.1. We may terminate this Contract or your Membership if:
  - 5.1.1. you materially breach any of these Terms;
  - 5.1.2. you are in breach of our Rules;

- 5.1.3. we reasonably believe that the circumstances of the Participant's Medical Condition(s) may have changed or are incorrect and you have not updated us;
  - 5.1.4. the Participant is unable to participate safely in a group lesson led by a Swimming Instructor;
  - 5.1.5. the staff at your Venue reasonably believe your behaviour or the behaviour of the Participant (including based on complaints received from other Members) is not of the standard expected of a Member; and/or
  - 5.1.6. we reasonably believe that you have willingly allowed any other person to use your Access Code to access any Lesson(s).
- 5.2. Further and in the alternative, we reserve the right (at our reasonable discretion) to suspend and/or discuss your Membership with you at any time.

## **6. LESSONS**

### Non-attendance

- 6.1. If you are unable to attend your Lesson you can inform us via your online account at <https://my.swim.co.uk/Swim> or <https://my.beckyadlingtonsswimstars.com/BeckyAdlington> (as applicable) which will automatically notify your Swimming Instructor. No refund will be issued for Lessons that you have not been able to attend (save for the circumstances set out in these Terms).

### Changing your Lesson

- 6.2. You have the flexibility to change your chosen Lesson (day and time) booking twice in a three-month period via your online account at <https://my.swim.co.uk/Swim>, subject always to availability.
- 6.3. Any changes made in accordance with paragraph 6.2 above will immediately remove you from the Lesson you were occupying and move you onto the newly selected Lesson.

### Venue Closure / Cancellation of Lessons by us

- 6.4. Other than during an emergency or health and safety issue, where there are occasions when we must close all, or certain parts, of the Venue, we will use all reasonable endeavours to provide you with as much prior notice in the event of a Venue closure.
- 6.5. From time to time, events beyond our reasonable control may lead to us having to cancel Lessons. If a Lesson is cancelled, you will be entitled to a refund for the Lesson(s) affected, but we are not responsible for any associated costs incurred by you as a result of such cancellation.

- 6.6. We will use reasonable endeavours to inform you of any changes to a Lesson via email or by text message as far in advance as possible.
- 6.7. If, due to unforeseen circumstances, there are an insufficient number of Swimming Instructors to safely conduct a Lesson, the relevant Lesson shall be cancelled, however there may be an opportunity for you to attend the Venue if you have enrolled on the “baby swim” programme for ages 0-3 years. In these circumstances, you will be given access to the pool facilities and equipment, with the session observed by a competent member of our team. We will endeavour to notify you ahead of time where this is possible. **Please note:** If you choose to attend a session of this nature, you will not be eligible to request a refund.
- 6.8. Refunds will only be issued if: (i) you inform us by a clear statement using the “contact us” section on our website to raise a ticket at [www.swim.co.uk/contact-us/](http://www.swim.co.uk/contact-us/) and select the enquiry type ‘Refund’; and (ii) such request is made within 30 days of the relevant Lesson cancellation.

## 7. MEDICAL CONDITIONS

- 7.1. By booking on to Lessons, the participant is deemed to be fit and able to participate in the activity offered. If in doubt, it is your responsibility to seek advice from a GP or other medical practitioner before the Participant attends any Lesson.
- 7.2. If there is a change in the Participant’s health or medical information which affects the Participant’s ability to take part in Lessons, it is your duty to inform us of that change as soon as possible (and in any event prior to the Participant attending their next Lesson).
- 7.3. You are not permitted to bring the Participant to their Lesson if they have developed a suspected illness. In the instance of sickness and diarrhoea please ensure that the Participant has been clear of all symptoms for at least 48 hours.
- 7.4. If the Participant is advised by a GP or other qualified medical practitioner of any Medical Conditions that does not allow them to attend 4 or more consecutive Lessons(s), we ask that you communicate to us in writing before the first missed Lesson and specify that the non-attendance is due to a medical reason.
- 7.5. During this period, to ensure the Participant’s place on the Lessons remains secured, the Monthly Fee will continue to be taken. Upon confirmation of the Participant’s return date, you will be entitled to a 50% refund of the Monthly Fee based on number of Lessons missed. Such return date should be confirmed by email to us, following which the refund amount shall be confirmed and issued. You are solely responsible for determining when the Participant is able to resume attending Lessons.

- 7.6. Any evidence supplied to us under this paragraph 7 must be in the form of a letter or communication from a certified medical professional in order for the relevant request to be processed.
- 7.7. Any medical documentation received by us in support of Medical Conditions will be destroyed in accordance with applicable data protection laws and internal policies.

## **8. RULES**

- 8.1. You and the Participant must comply with the Rules at all times, including on poolside and wider safety rules notified by us from time to time.
- 8.2. No phones, cameras or other electronic devices are permitted to be used on or near to poolside or any changing areas at any Venue, other than by our staff members. No photography is permitted of Participants in lessons unless this is requested and in a designated area overseen by one of our staff members.
- 8.3. Any items belonging to you or the Participant left in any area of the Venue are left at your own risk. We accept no responsibility for any loss or damage to items belonging to you or the Participant when visiting a Venue.
- 8.4. Appropriate clothing must be worn for all activities. Appropriate clothing includes swimming trunks, full swimming costumes and wetsuits (depending on the preference of the Participant). Inappropriate clothing includes bikinis and knee-length swimming shorts.
- 8.5. Swimming caps must always be worn when in the pool and goggles are optional. Floatation devices are provided.
- 8.6. Where relevant, for Participants who are not yet potty-trained they must adhere to a double wrap nappy policy, wearing both a disposable/reusable swimming nappy and a neoprene nappy. Access to the pool may be denied if the Participant fails to adhere to the policy.
- 8.7. Outdoor shoes must not be worn on poolside or wet side changing rooms (save where shoe covers are made available at the relevant Venue, which must be worn at all relevant times).
- 8.8. Where mixed changing is not available, the parent/guardian must use the changing room designated to their own sex, not the sex of the Participant. Children over the age of 8 years have priority to use the cubicles provided in the changing rooms.
- 8.9. Where applicable (depending on Venue location) car parking facilities may be made available. You may use these spaces only when attending the Venue for the booked Lessons and where applicable must only park in designated parking areas. You are required to use any such parking facilities in adherence with the parking rules (which may be provided by a third party). We are not responsible for any parking fines or penalties issued to you by a third party when visiting a

Venue and you must contact the relevant third party directly should you wish to challenge a fine or penalty.

- 8.10. It is your responsibility to be vigilant as to whether a Venue venue has parking monitoring systems or payment systems which will require you to enter your car registration number or pay for your parking. We accept no liability for any loss or damage to your vehicle or belongings which may result from your use of the car parking facilities. All such use is at your own risk.
- 8.11. For the avoidance of doubt, where you are a parent of a Participant over the age of 3 years, it is not permitted for you or anyone else associated with the Participant to be in the pool whilst Lessons are taking place or otherwise. It is your responsibility to hand over the Participant to the Swimming Instructor upon arrival (with sufficient floatation equipment where required) and collect them after the Lesson has finished. This person must remain in the building at all times before, during and after the Lesson is taking place.
- 8.12. If the Participant is under 3 years of age, you or someone else associated with the Participant can accompany them in the pool and participate in the Lesson, provided that no more than one person can accompany the Participant in the pool at any one time. The relevant person must be of a confident swimming ability to partake in the Lesson with safe handling of the Participant for the full duration of the Lesson and remain with the Participant at all times before and after the Lesson.

## **9. GROUPS AND AWARDS**

- 9.1. Participants should join a Lesson reflecting their ability level chosen by the parent/guardian when making the booking on behalf of the Participant. It is your responsibility when choosing a class that the correct ability level and group is selected based on your knowledge of the Participants ability and by referring to the ability groups via our website on <https://www.swim.co.uk/group-checker/>.
- 9.2. Swim Sports Company provides awards to Participants in recognition of their development of swimming skills in the form of a certificate.
- 9.3. Once the Participant has achieved the standard required to meet all the criteria of a certificate they shall be given an award. The cost of awards for each stage of the programme is included in the Joining Fee and/or Monthly Fee.
- 9.4. Once the Participant is ready to move group, you will be notified by email to review the classes available via your online account for the next group. If there is no suitable day or time, the Participant may remain in the current Lesson until such time as a suitable day or time becomes available.
- 9.5. From time to time, we will run activity sessions outside of the Lesson for Participants. You will be able to book Participants onto any such additional activity sessions online, by phone or at your Venue. The additional cost will be taken as a one-off card payment. The same provisions set out in these Terms

shall apply with regards to any Cancellations for such additional activity sessions and no refunds will be issued for non-attendance (unless this is due to a Medical Condition, in which case paragraph 7 shall apply).

## 10. LIMITS OF OUR RESPONSIBILITY

- 10.1. We are responsible for losses you suffer which is directly caused by us breaking this Contract, unless the loss is:
- 10.1.1. **Unexpected.** It was not obvious that it would happen and nothing you said to us before becoming a Member meant we should have expected it (so, in the law, the loss was unforeseeable).
  - 10.1.2. **Caused by a delaying event outside our control.** We're not responsible for loss caused by any delays or circumstances outside our control.
  - 10.1.3. **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
  - 10.1.4. **A business loss.** It relates to your use of a product for the purposes of your trade, business, craft or profession.
- 10.2. Nothing in this Contract is intended to limit or exclude our liability for death or personal injury caused by negligence or the negligence of our employees, fraud or fraudulent misrepresentation, or otherwise where we are not permitted to limit or exclude our liability by law.
- 10.3. Except as set out in these Terms, all warranties, conditions and other terms implied by statute or otherwise are, to the fullest extent permitted by law, excluded from this Contract.

## 11. YOUR PERSONAL INFORMATION

- 11.1. When you contact us providing your details and/or during your use of the Membership, we may gather information about you and your visit to the Venue.
- 11.2. Information about this can be found in our Privacy Policy, which forms part of these Terms. The Privacy Policy and these Terms together govern our relationship with you.
- 11.3. For information as to how we use your personal data please see our Privacy Policy <https://www.swim.co.uk/privacy-policy/>.
- 11.4. For Direct Debit payment and collection purposes you agree that your personal information may be processed by GO CARDLESS on behalf of our CRM partner, First Sports International.
- 11.5. When agreeing to these Terms and using your Venue, you consent to your image being recorded by 24-hour CCTV for security purposes (including review of use of Access Codes) and reviewed by our employees.

## 12. GENERAL TERMS

- 12.1. The Contract will be between you and us. No other person shall have any right to enforce any of its Terms.
- 12.2. We may assign or otherwise transfer this Contract without your prior written consent. You may not transfer this Contract to anyone else.
- 12.3. 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.
- 12.4. These terms may be reviewed and/or altered at any time to reflect events that are outside of our control (including changes required by applicable law, changes imposed on Swim Sports Company Limited, or any Venue(s) in which we provide our services to you and changes to our existing business processes). We will use reasonable endeavours to inform our customers of material or significant changes to the terms as far in advance as possible. Changes will be sent via email as our primary method of contact or by text message from time to time.
- 12.5. Terms will also be available via our website and a link on confirmation emails, which can currently be found at: [www.swim.co.uk/terms/](http://www.swim.co.uk/terms/) [www.beckyadlingtonsswimstars.com/terms](http://www.beckyadlingtonsswimstars.com/terms).
- 12.6. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms and conditions.
- 12.7. These terms are governed by English law, and you can bring legal proceedings in respect of our 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.