

Swim Sports Company Terms and Conditions

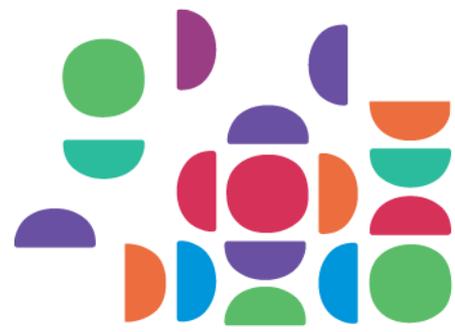
A. Who we are and our contract with you

Swim Sports Company LTD (**swim!, swim! Baby, we, us, our**) trading as Swim Sports Company (**swim!, swim! Baby, we, us, our**) is a company registered in England and Wales (Company Number: 10552875) and our registered office is at Regency House, 45-53 Chorley New Road, Bolton, United Kingdom, BL1 4QR.

These are the terms and conditions on which swim! supplies its services in relation to provision of swimming lessons (**Lessons**) to your child or you, where swimming lessons are not being provided to a child (**the Participant**) and they set out your contract with us. They include important information in relation to booking lessons, payment, how you or we may end the contract and other important information. You should read them carefully before completing your booking. We are under a legal duty to supply our services in accordance with these terms and conditions.

B. Starting your booking & direct debit instruction with swim!

1. Our agreement with you commences once you have indicated your acceptance in the Declaration section of this web sign up process (**Commencement Date**). Our payment processing agent in relation to payments you make for your Lessons is Bottomline Payment Services.
2. After your booking has started and while your Lessons are continuing, you are required to pay the subscription fee via direct debit (**Subscription Payment**) on the same date each month (**Direct Debit Date**). You are obliged to make every Subscription Payment regardless of non-attendance, except where the Agreement is cancelled in accordance with section H (**Your rights to cancel**) below or under your statutory cancellation rights.
3. An initial one-off payment, covering Lessons taking place during the period from the Commencement Date to the first Direct Debit date, is taken by debit/credit card (Amex is not accepted) online at www.swim.co.uk, at your Centre or over the phone on 0300 303 3580. We do not accept any other form of payment, including cash at our venues and swim! personnel are not authorised to accept any payments on our behalf.
4. You can choose which is your preferred date for your direct debit payment on 1st or 15th of the month (or nearest working day in the case of weekends or bank holidays).
5. Lessons will run for a period of 50 weeks per year. Your monthly direct debit is a monthly equal prorated amount based on 50 lessons over a 12-month period, regardless of the Commencement Date.
6. For questions and assistance for swimming lessons please contact head office on 0300 303 3580 or by email: info@swim.co.uk
7. For questions and assistance with your Direct Debit instruction or payment queries please speak to your Centre teams or contact head office on 0300 303 3580.



C. Subscription Payments

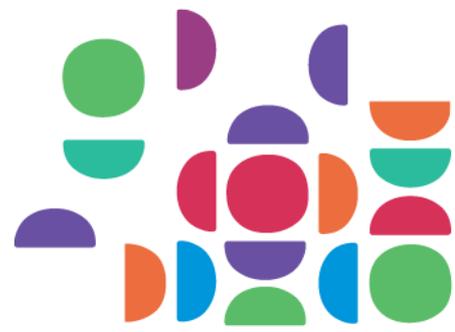
1. The Participant will be automatically enrolled on future Lessons and we will continue collecting the Subscription Payment every month unless and until you inform us that you would like to cancel your subscription. You may do this at any time by giving notice by phone or email (the details are below at section K (General)).
2. You should give us no less than 30 days' notice (**from your next scheduled Direct Debit Date**) of any cancellation before you cancel your Subscription Payment. Your cancellation will be dealt with by swim!, the Participant shall continue to have access to the sessions covered within that payment.
3. If we end the contract due to you breaking these terms and conditions, we will refund any lesson fees you have paid in advance but not yet received but we may deduct from this refund reasonable compensation for the costs we will incur as a result of you breaking the contract.
4. Please see section H (Your Right to Cancel) section below for our refund policy where you exercise your statutory right to withdraw from the agreement.

D. Failure to pay

1. In addition to our rights to end the contract (see section F (Cancellation & Missed Sessions) below), if you fail to pay any monies due under this agreement or if any Subscription Payment is returned unpaid or if any other form of payment is not honoured for whatever reason, you may be required (by the terms of your direct debit instruction) to pay swim! on demand (i) an administration fee of £10; and (ii) any and all further reasonable costs incurred by swim! in recovering the due fees and charges from you, including costs in tracing you if you have changed your address without telling us. swim! may have additional rights under the terms of your agreement with them to collect the direct debit.
2. The Participant will be removed from lessons with immediate effect if the Subscription payment is directly cancelled with your bank or building society. In this case, no refund will be provided for any pre-paid lessons.
3. If your failed direct debit payment is not collected in 7 days and you have not made contact with swim! to arrange a payment date or by failing to comply with our rules, regulations and policies (see section I (Venue)) below, or by seriously failing to comply with any other term or condition, we may end the contract by writing to you (including by email).

E. Groups and Awards

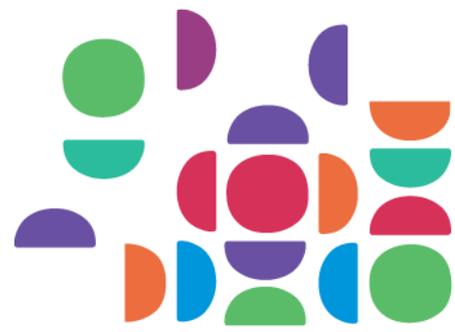
1. swim! provides awards to Participants in recognition of their development of swimming skills ("Award").



2. 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 learn to swim! programme is included in the payment schedule.
3. You have the flexibility to change your current booking twice in a three-month period based on availability via your online account at www.swim.co.uk. Any changes made will be permanent changes and will remove you from the previous class booking.
4. Once the Participant is ready to move group, you will be notified by email to review the classes available to you and the next ability.
5. If there is not a suitable day or time, upon agreement with swim! it can be arranged for the Participant to remain in the current class and add you to a notification list for other convenient classes.
6. Participants will start on the learn to swim! programme at a point reflecting their ability level when joining swim!, as assessed by their teacher at an introductory session or chosen by yourself through the direct booking process. It is your responsibility when choosing a class and booking direct, that you choose the correct ability level based on your knowledge of the Participants ability and by referring to the ability groups via our website on www.swim.co.uk.
7. From time to time, we will run activity sessions outside of the weekly service provision for Participants, for example, intensive holiday courses. An additional cost is payable for Participants to attend such courses at an **Additional Cost**.
8. You will be able to book Participants onto any Courses and Events detailed, by phone, email or at your swim! venue using the contact details listed in section K (General). The Additional Cost will be taken as a one-off card Payment, regardless of when the Course or Event takes place. The below "Cancellations & Missed Sessions" provisions apply in with regards to any refunds for Course and Events. As is detailed below, no refunds will be issued for non-attendance unless this is due to a medical condition.

F. Cancellations & Missed Sessions

1. No refund will be given for any booking should a participant fail to turn up to any session/course.
2. From time to time, events beyond our control may lead to swim! cancelling individual Lessons or Courses in their entirety. If a Lesson or Course is cancelled at any point by swim! you will be entitled to a full refund in accordance with paragraph 3 below. We are not responsible for any additional associated costs.
3. Any refund will only be issued if (1) requested by you and (2) requested within 30 days of the date with which the refund is associated (e.g. 30 days from the date that a session is cancelled for any reason). If you would like to request a refund, please use the contact methods and details listed at section K (General).
4. If due to unforeseen circumstances there are insufficient coaches to safely conduct the course or the session, we reserve the right to cancel the said session or course as the safety of the Participants is paramount.



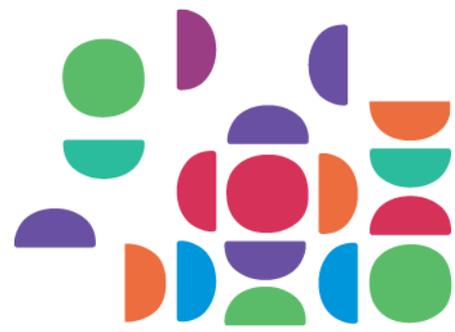
5. There may be an opportunity for your session to go ahead without your instructor if enrolled onto the swim! baby programme, this will allow you to access the pool facilities and equipment with the session observed by a competent member of the swim! team. If you attend this session, you will not be eligible for a refund.

G. Medical Conditions

1. Please do not bring the Participant to their lesson if they have developed a suspected illness. In the instance of sickness and diarrhea please ensure your child has been clear of all symptoms for 48+ hours.
2. If prior notice is not given and the Participant does not attend 4 or more consecutive Lessons(s), we ask that you communicate to us at the point of the first missed Lesson that the non-attendance is due to a medical reason or similar and provide relevant medical documentation via email. We will acknowledge by email to you that your space will be secured and Subscription Payments will continue to be taken.
3. Evidence in the form of a letter or communication from a certified medical professional is required for the request to be processed.
4. Please note that it is preferable for you to give us advance notice of Lessons that the Participant is expected to miss. However, we understand that this is not always possible.
5. In any event, after you inform us of the medical issue or similar, Subscription Payments will continue during absence to lessons. Only until you confirm your return with us that you will be entitled to the 50% refund of Subscription Payments dependent on number of lessons missed. It is your right to determine when the Participant will resume attending Lessons.
6. Any medical documentation received by swim! in support of medical conditions will be destroyed in accordance with applicable data protection laws and swim!'s internal policies.

H. Your right to cancel

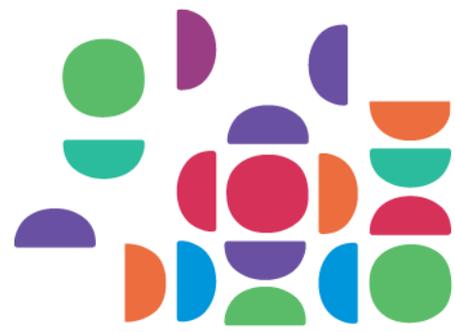
1. You have 14 days from the Commencement Date in which to cancel your subscription and receive a full refund (**Cooling-Off Period**). If we have provided Lessons within the Cooling-Off Period, you are entitled to a refund for the amount paid less the cost of the Lessons already provided. Your refund will be issued within 14 days of you telling us in writing that you want to cancel the contract. This request must be made using any of the contact methods and details listed at section K (General). We will refund you using the same method that you used to pay for the booking.
2. Your right to cancel and receive a refund ends at the end of the 14 day period following the Commencement Date (**the date on which you made your booking, not the date of the first Lesson**).
3. You may also cancel the remainder of Lessons which the Participant has not yet received if the Participant is advised by a GP or other qualified medical practitioner (in writing, which we may request a copy of – see section G (Medical Conditions) above for information on how we will handle such information) not to



continue with the Lessons on medical grounds. If this happens, we will refund you the amount of the outstanding Lessons you have already paid for.

I. Venue

1. You and the Participant must comply with those health and safety rules implemented by the venue in which the Lessons are taking place (**the Venue**) (and all other reasonable rules, regulations and policies in relation to receiving our services provided by swim! in advance) at all times, including on poolside and swim safety rules.
2. No electronic devices are permitted to be used other than by the swim! team on or near to poolside or any changing areas at any of the Venues. No photography is permitted unless in a designated area where this is allowed.
3. Any items belonging to the Participant left in any changing area of a Venue are left at your own risk. It is therefore advised that Participants do not bring with them any valuables which may be left in the changing areas while Lessons take place.
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. Swimming caps must always be worn when in the pool and goggles are optional. Floatation devices are provided.
5. Our baby programme requires children who are not yet potty-trained to 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.
6. Outdoor shoes must not be worn on poolside or wet side changing rooms.
7. Children over the age of 8 years have priority to use the cubicles provided in the changing rooms.
8. Where applicable (depending on facility location) car parking facilities may be made available for you. You may use these spaces only when attending the Venue for the booked Lessons and must only park in designated parking places. Please check in advance and be vigilant as to whether venues have parking monitoring systems or payment systems which will require you to enter your car registration number or pay for your parking. Failure to do so may lead to a financial penalty. You are responsible for compliance with any such systems and any penalties that you incur due to non-compliance with the Venues' requirements.
9. We accept no liability for any loss or damage which may result from your use of the car parking facilities. All such use is at your own risk.



10. For the avoidance of doubt, where you are a parent of a Participant over the age of 3 years, it is not generally acceptable for you or anyone else associated with the Participant to be in the pool with the Participant whilst Lessons are taking place or otherwise. It is your responsibility to hand over the Participant to their teacher upon arrival.
11. If, the Participant is under 3 years it is decided that you or someone else associated with the Participant can accompany them in the pool and participate in the Lesson taking place, no more than one person can accompany the Participant in the pool at any one time. This person must remain with the Participant at all times before, during and after the Lesson is taking place.

J. Our responsibility for your loss or damage

1. 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 booking process.
2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability: for death or personal injury caused by our negligence or the negligence of swim! personnel including coaches, employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to our services (that they must be supplied with reasonable skill and care).
3. We only supply our services for domestic and private use by the participant. If you use or attempt to use our services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

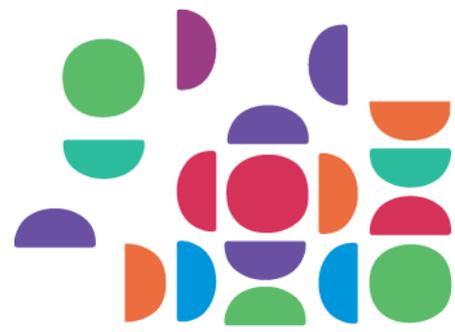
K. General

1. swim! will communicate by phone and email with regards to confirmation of payment and places on courses. Therefore, we accept no responsibility if you have changed any of these addresses or numbers and not informed us of the change or updated your account.
2. By booking on to a course, 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 Your GP or other medical practitioner before the participant attends the course. If there is a change in the participant's health or medical information which affects the Participant's ability to take part in the course, it is your duty to inform us of that change.
3. Our [contact details](#) are:

Telephone: 0300 303 3580;

Email address: info@swim.co.uk;

Postal address: Swim Sports Company, Elm Square, Bury New Road, Whitefield, Manchester, M45 7TA.



4. Courses may be reviewed, altered and/or permanently cancelled at any time. We will use reasonable endeavors to inform our customers of material or significant changes to the course 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. Course information will also be available via our website and a link on confirmation emails.
5. These terms may be reviewed and/or altered at any time to reflect events that are outside of swim!'s control (including changes required by applicable law, changes imposed on swim! in which we provide our services to you and changes to our existing business processes). We will use reasonable endeavors 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. Terms will also be available via our website and a link on confirmation emails.
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.
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.

L. Data Protection Act

1. We are committed to respecting your privacy.
2. We process personal information to enable us to provide a service to our customers, to promote our services, to maintain our own accounts and records.
3. Data will be shared between companies within the Sport and Dance Holdings Group but not with any external parties unless specified at the time of booking.
4. Further information about how we collect and use your personal data is set out in our [privacy policy](#).

