

TERMS

1.0 BACKGROUND

- 1.1 You have made a booking with Learn to Swim Limited ("we" or "us"). For the purposes of this Agreement, "you" shall include the person named on the booking confirmation and any person you are booking on behalf of.
- 1.2 You hereby agree that you accept and will adhere to the terms of the entire agreement (the "Agreement") between us and you, which constitutes:
 - 1.2.1 The booking confirmation - Sent via email upon receipt of payment. If any of the details appear to be incorrect, please contact us.
 - 1.2.2 The booking terms - That is, this document.

2.0 CUSTOMER CANCELLATION

- 2.1 Notification (see clause 10.1.1) of at least six (6) hours before the start of the Class. A credit will be added to your account.
- 2.2 Notification (see clause 10.1.1) after six (6) hours before the start of the Class (or with no notification). The class is forfeited, and no credit will be offered for the unattended Class.

3.0 LEARN TO SWIM CANCELLATION

- 3.1 When the pool is not available for any reason. See clause 5.2.1
- 3.2 Any serious or persistent breaches of the 'Venue Etiquette' (See clause 5.1) you shall not be permitted to continue with the class. We shall then have the right to terminate the Agreement without further notice and without being required to offer any credit or refund to you and you shall not be accepted for any future class organised by the teacher or the Agent.

4.0 PAYMENT

- 4.1 Full payment must be made at the time of booking. A Class will not be delivered without payment in advance.

5.0 VENUE

- 5.1 Venue Etiquette - See 'Appendix 1' below.
- 5.2 We, the teacher, and the venue work together to ensure that a recommended water temperature of between twenty-eight (28) to twenty-nine (29) degrees is maintained, but in certain circumstances temperature may vary slightly and cannot be guaranteed.
 - 5.2.1 Pool temperatures below twenty-five (25) degrees and above thirty-four (34) degrees the Class will be cancelled, possibly at short notice. Every effort will be made to give as much notice as possible via text and email. The Class cancelled will be credited to your account.
- 5.3 A one-to-one class may not have exclusive use of a lane.

6.0 BOOKINGS

- 6.1 Adult swimming classes for those aged Sixteen (16) years and over. The venue is an adult only club. Please be prepared to show proof of age by carrying acceptable ID.
- 6.2 A Class can be scheduled 12 months in advance from the point of sale subject to availability.
- 6.3 A Class can be booked on the same day up to two (2) hours beforehand.

7.0 REFUNDS

- 7.1 By default, and when applicable (as per clauses 2.1 and 2.2) a cancellation credits your account as a token equal to the monetary value of the Class. If you wish to receive a refund and not a credit, please request this via email.
- 7.2 It is a Learn to Swim policy that you should never have to chase a refund. If a credit is applied on a card transaction, normal banking procedures are for that credit to appear in your account after 3 working days.

8.0 COVID-19

- 8.1 Be aware of the latest Government guidance.
- 8.2 Hands/ Face/ Space. Use hand sanitiser when you arrive and regularly. Wear a face covering (unless exempt). Socially distance at all times.
- 8.3 If you or any of your household agree with any of the below, we would kindly ask you to cancel your Class and stay at home.
 - 8.3.1 Feel unwell.

- 8.3.2 Show or have shown any symptoms of or similar to COVID-19 (or have been in close contact with someone who has) within the last 14 days.
- 8.3.3 Have been diagnosed with COVID-19 (or been in close contact with someone who has) within the last 14 days.
- 8.3.4 Have been asked to self-isolate under the NHS Test and Trace scheme.
- 8.3.5 Have returned from a country outside of the UK government exemption list in the last 14 days.
- 8.4 (Non-members) Familiarise yourself with the layout of the venue prior to your Class by watching the 'Coronavirus Compliance' video under media tab of website.
- 8.5 (Non-members) Arrive at the venue no more than 10 mins before your lesson.
- 8.6 (Non-members) Come 'beach ready' (costume under clothes) if possible.
- 8.7 (Non-members) Shower at home before and after lesson if possible.

9.0 LIMITATION OF LIABILITY

- 9.1 If you incur any Loss in connection with or arising from the performance of any of our obligations under the Agreement and our liability to you as a result thereof is established, our total aggregate liability to you under the Agreement or otherwise shall in no circumstances exceed the sum of the amount paid by you to us in respect of the tuition fees you paid us for the Classes during the preceding twelve (12) months immediately prior to the act or omission giving rise to the Loss provided that this clause will not apply to any Loss arising from death or personal injury resulting from our negligence.
- 9.2 Notwithstanding anything to the contrary in the Agreement we will not, except in respect of death or personal injury caused by our negligence, be liable to you by reason of any representation or implied warranty, condition or other term for any Loss (whether occasioned by our negligence or that of our employees or agents or otherwise) arising out of or in connection with any act or omission on our part relating to the supply of any Classes, products or equipment by us or the Instructor.
- 9.3 We will not, except in respect of death or personal injury caused by our negligence, be liable to you for any Loss incurred by you as a result of the Instructor's acts or omissions relating to the supply of any Classes, products, services or equipment or otherwise and whether or not done on our instruction or otherwise.

10.0 MISCELLANEOUS

10.1 Definitions.

- 10.1.1 "Notification" via the booking software only (app or online). All other forms of communication are not accepted as notification for cancellation (e.g., email, calling the teacher or venue, visiting the venue to speak to the teacher in person, voice mail, text message, WhatsApp, etc.).
 - 10.1.1.1 App download links:
 - 10.1.1.1.1 [iOS](#)
 - 10.1.1.1.2 [Android](#)
 - 10.1.1.2 [Online link](#)
- 10.1.2 "Credit" means a token applied to an account of the same monetary value in respect of a Class cancelled. Can be used against a future booking. Valid for a period of six (6) months from the date of cancellation, thereafter the credit will be forfeited and cannot be refunded. The onus is on you to ensure that the Class is used.
- 10.1.3 "Working Day" means any day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in England.
- 10.1.4 "Loss" means all direct or indirect losses (including without limitation any loss of profit, consequential loss, loss of business, and like loss), damages, expenses, liabilities, claims, demands, proceedings, judgments, settlements, penalties, fines, costs (including legal costs, other professional costs and the costs of enforcements) and the expenses of investigating and defending any claims (including legal fees and disbursements, consultants' fees and disbursements and other professional fees and disbursements) whatsoever.
- 10.1.5 "Non-member" applies to customers who do not hold an active Fitness First Cottons Tier One (1) membership.

[Appendix 1](#) – Venue Etiquette. See clause 5.1

1.0 BICYCLES AND SCOOTERS

- 1.1 Bicycles and scooters are not permitted anywhere in the venue.

2.0 ARRIVAL

- 2.1 (Non-members) Enter the venue no more than ten (10) minutes before the lesson.
- 2.2 Contactless sign in at reception.

3.0 COURTESY

- 3.1 Treat everyone (staff, members, guests) and everything (premises, merchandise, furniture, equipment) with respect at all times.
- 3.2 Keep noise on the premises to a minimum.

4.0 CHANGING ROOMS

- 4.1 Change in the changing rooms only.
- 4.2 Change with consideration.
- 4.3 Shower before entering the pool, cleaning all nooks and crannies. Blow your nose thoroughly. Ensure all lotions and oils are washed out of the hair and off the body before swimming.

5.0 POOL SIDE

- 5.1 Arrive and depart the pool via the changing room only.
- 5.2 No outside footwear on poolside.
- 5.3 Obey all pool signage (E.g., no diving, no running, etc.).
- 5.4 Wait for you instructor on the poolside seating.
- 5.5 No parents or guests permitted on poolside.

6.0 EQUIPMENT

- 6.1 Swimming costume:
 - 6.1.1 (Ladies) A simple, modest, well fitted, one-piece costume. Burqini's are permitted.
 - 6.1.2 (Gentleman) Ideally briefs or jammers. Shorts are fine but bear in mind that baggy style Bermuda shorts will create drag and make swimming more difficult.
 - 6.1.3 (All) Underwear is not permitted.
- 6.2 Goggles: Compulsory – Please visit the 'media/ documents' tab of www.learntoswim.co.uk for 'Goggle Guidance'.
- 6.3 Swimming cap: Optional but recommended for those with long hair - Guidance available upon request.
- 6.4 A padlock for your locker (a combination padlock is recommended over one with a key). Available to buy at reception for £5. Not available to borrow.
- 6.5 A towel is provided at the club reception upon arrival.

7.0 FOOD AND DRINK

- 7.1 Only consume food and drink items purchased from the venue.
- 7.2 Only consume food and drink at reception and not on the poolside, changing rooms or gym floor. (A plastic water bottle on poolside is okay - just not glass. Any broken glass immediately closes the pool for it to be drained, vacuumed, and refilled - a process that can take up to a week!).
- 7.3 Allow one (1) hour between consuming a main meal and the lesson to reduce the likelihood of feeling unwell or being sick.

8.0 PHOTOGRAPHY/ FILMING

- 8.1 No photography or filming on poolside (unless permitted by the Club Manager).

9.0 POOL AND GYM USAGE

- 9.1 (Non-members) Use of the pool outside of agreed lesson times or the gym facilities are not permitted at any time.

Thank you in advance for your cooperation.