

swim! Terms & Conditions

Payments

- All customers will enrol onto a monthly Direct Debit scheme to become a member of **swim!** if any lessons are scheduled prior to the date the first monthly payment will be taken, a one-off payment will be collected at the centre via debit/credit card (Amex is not accepted), we do not accept cash at the centre.
- The monthly direct debit fee is £42.00 per child and will be collected automatically each month on the agreed date of the first or fifteenth. All customers will be protected by the Direct Debit Guarantee scheme.
- If your Direct Debit payment cannot be processed, a one-off card payment will be taken at your next lesson to cover the unpaid Direct Debit fee.
- **swim!** operates 50 weeks of the year with a 2-week shut down over the Christmas period. Your payment is split into 12 equal monthly instalments based on 50 lessons per year.
- Your place at **swim!** is only confirmed when the Direct Debit is set up and any required prior payments are paid in full. You will receive receipts via email from **swim!** confirming your payments and booking which runs for 50 weeks of the year.
- Payments for lessons are only taken by Direct Debit, no other method of payment is accepted.



- If you change the date of your Direct Debit collection date, due to this taking 10 days to alter, you will be prompted for a one-off card payment to cover the number of lessons that will not be paid for whilst the new Direct Debit agreement is in process.

Your right to cancel

You have 14 days from the date of your booking in which to cancel and receive a full refund. If you have attended any lessons within this 14-day 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 a request made to us in writing. This request may be made by email to info@swim.co.uk or by post to Swim Sports Company Ltd, Elm Square, Next to Total Fitness, Bury New Rd, Whitefield, Manchester, M45 7TA.

If at any time you wish to cancel your membership, we require 4 weeks' notice from your next scheduled Direct Debit collection date. You will receive an email from **swim!** confirming receipt of your cancellation notification, outlining the lessons remaining before your membership ceases.

You will be removed from lessons with immediate effect if;

- You directly cancel your Direct Debit with your bank or building society



- Your failed Direct Debit payment is not collected in 7 days and you have not made contact with **swim!** to arrange a payment date.

Cancellations and missed lessons

- **swim!** has no obligation to refund should a participant fail to attend a lesson.
- We are unable to offer alternative lessons for any missed lessons as the programme is delivered for 50 weeks of the year.
- If any lesson or lessons must be cancelled at any point by **swim!** you will be entitled to a full refund, which will be deducted from your next Direct Debit payment. **swim!** is not responsible for any associated costs you might incur because of this action.
- **swim!** reserves the right to cancel or change the day and time of a lesson if there are insufficient participants booked on.
- If due to unforeseen circumstances, there are health and safety concerns or insufficient staff to safely conduct the lesson, we reserve the right to cancel the said lesson(s), as the safety of our participants is paramount. You will receive a refund of £10 for the lesson, this will be deducted from your next Direct Debit payment.
- If for any reason the allocated teacher cannot deliver a lesson, we will do our best to ensure another qualified member of the **swim!** team covers this lesson. If this is not possible we endeavour to inform you by text message in advance of the lesson.



You will receive a refund of £10 for this lesson, this will be deducted from your next Direct Debit payment.

- If for medical reasons your child cannot attend their scheduled **swim!** lesson for 3 weeks or more, if a medical note is provided we can keep your account active and offset 50% of the payment against the lessons missed to future payments.
- Please do not bring your child to their **swim!** lesson if they have developed a suspected medical condition. Never bring your child to lessons if they have any illnesses that could be worsened or passed on to others in this environment, such as chickenpox, sickness and diarrhoea, ear infections, impetigo, conjunctivitis or a bad case of a cold / flu like symptoms.
 - In the instance of sickness and diarrhoea please ensure your child has been clear of all symptoms for 48+ hours.
- Our teachers may refuse your child entry into the lesson if they deem they are unwell/unfit to participate.
- Please ensure any toddlers who are not yet potty-trained wear swim nappies during their **swim!** lesson.

swim! centre rules

- You must comply with all health and safety rules at all times. These are available in your welcome pack, displayed in the centre and via your online account.



- No outer footwear or prams should be brought into the wet areas (changing rooms) at any time. Please use the blue overshoes provided or remove outdoor shoes.
- Use of mobile phones and any electronic or photography equipment are not permitted to be used in the changing rooms or in the viewing area of children swimming. If you are seen to take images that may have other children in the background, you will be asked to delete any images or videos.
- Please do not proceed onto poolside, a member of the **swim!** team will collect your child from the changing room and take them to poolside for the start of their lesson.
- Please ensure your child showers before their lesson.
- Swim hats will be provided for every **swim!** group and must be worn to all lessons to maintain hygiene standards.
- Children over the age of 8 years have priority use of the changing cubicles in the changing rooms.
- If we feel a customer is not acting in a proper manner or is using inappropriate behaviour it is at the discretion of the **swim!** team to refuse entry.
- Please ensure your child doesn't eat a full meal up to an hour before their swimming lesson.

Changing classes and swim! awards

- You have the flexibility to change your current booking twice in a 3-month period. These changes can be done online where you can



view the current availability of classes. Any changes made will be permanent changes and will remove you from the previous class booking with immediate effect.

- o Once all your changes have been used up, you will need to wait for your next allocation of changes to be reinstated after the 3-month period.
- Once your child is ready to move group, you will be notified by a member of the **swim!** team and prompted to review the classes available to you
 - o If there is not a suitable day or time, upon agreement with your **swim!** teacher we can arrange for you to remain in your current class and add you to a waiting list for other convenient classes which are showing as fully booked.
- **swim!** delivers an in-house bespoke award scheme, once the participant achieves the criteria for an award they will receive this free of charge after their lesson in our designated **swim!** celebration area where you are welcome to take pictures.
- All awards will be provided at the venue and not posted directly to your home address.

General

- You are not permitted to leave the building during your child's swimming lesson, you must be onsite for the whole time your child is with us at **swim!**
- You will remain responsible for your child(ren) up until the point your child proceeds onto poolside for their **swim!** lesson.



Children should always be under the direct supervision of an adult. We advise that only one adult is in the changing room with each swimmer, other spectators are asked to make their way to the viewing lounge

- All spectators under the age of 16 are the responsibility of the parent/guardian
- 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.
- Any belongings left in the centre or the changing rooms are left at your own risk.
- Lost property will be stored for 4 weeks before it is donated to a charity shop
- **swim!** will communicate by phone call, text message and/or email with regards to confirmation of payment, lesson information, lesson changes or cancellations. Therefore, we accept no responsibility if you have changed any of these addresses or numbers and not informed us of the change via your online account.
- By booking on to the **swim!** Intro and subsequent 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 your GP or other medical practitioner before attending a **swim!** intro.
- It is important that any medical or disability information is disclosed to **swim!** upon your initial registration online. You



should also update us of any changes to this, which may impact on your child, the **swim!** teacher or other children in the class.

- We may, from time to time, send promotional emails for **swim!** or on behalf of our partners.
- We may run promotional events which include photography sessions, if so we will always inform you in advance to seek your consent.

Safeguarding

- **swim!** is committed to providing a safe environment for families, all our **swim!** team have completed a child protection course and hold a valid DBS check.
- If you have any concerns regarding child welfare, please ensure this is highlighted to the **swim!** team or anonymously by phone if this is your preferred option of communication.
- You can also call the ASA Swim Line on 0808 100 4001 or NSPCC Child Protection Helpline direct on 0808 800 5000. This line is open for 24 hours each day and calls are free of charge. If you have a Textphone you can call the NSPCC Textphone on 0800 056 0566.

Data Protection Act

- We are committed to respecting your privacy. For the Data Protection act 1998, Swim Sports Company Ltd is the data controller. We hold information for the purposes specified in our notification made to the information commissioner.



- 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.
- Data will be shared between companies within the Total Swimming Group and partners but not with any external parties unless specified.

Changes to Terms and Conditions

- These terms may be reviewed and/or altered at any time. 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 and Terms will also be available via your online account and on our website swim.co.uk.
- You are free not to accept these changes, but we would ask you to notify us in writing of your non-acceptance within 14 days of your receipt. If you do not contact us, we will treat our agreement with you as being subject to the updated terms and conditions.

