

Terms and Conditions - South West Swim

Introduction

[Fullname], Welcome to South West Swim! Before the excitement of your session with us we have to go through all of the boring but important bits, and we please ask you to take a minute to read them so you understand your rights as a South West Swim customer. This includes the important policies around cancellation periods, session fees, charges etc.

The following terms and conditions, which outline our policies of trade for both coaching and retail services, form the basis of your contract with South West Swim. These terms cover session bookings, cancellations, refunds, retail purchases and gift card purchases.

By booking a session or purchasing any services with us it automatically indicates your acceptance of these terms, you also need to sign and agree to these terms in our booking system before you are able to book any coaching sessions.

If you do not agree to these terms please do not proceed with your purchase or booking.

Information for all swimmers is held by South West Swim in accordance with our privacy policy which is available to view at

<https://southwestswim.co.uk/wp-content/uploads/PrivacyPolicySWS.pdf>

For the purposes of this document the following terms are used;

South West Swim - defines us, south west swim as a business entity

Customer / swimmer - defines you as our customer, athlete, swimmer.

Venue - the location and / or business where your session is held

Vendor / third party - a supplier outside of South West Swim's responsibility.

Declaration of Health and Risk for Coaching Sessions:

Ensuring you are fit and healthy for our sessions and understand the associated risks of swimming.

Swimming in a South West Swim session is at the swimmers own risk and South West Swim and any of its employees, volunteers or venues are not liable for any injury, death, loss or theft. This applies before, during and after your session.

Swimming, especially in open water is a high risk activity and whilst we go above and beyond to make your session as safe as possible these risks should not be ignored by the individual swimmer. Please ensure you are fit and healthy before your session (including on the day) and do not take part in any session if you feel unwell for any

reason, even if this means a late cancellation and loss of session fee. Please follow all directions and instructions given by your coach, lifeguard or venue representative. In lifeguarded sessions (pool and Open Water) the lifeguard is responsible for all safety decisions and their decision is final and overrides the coach. The venue's decisions override both lifeguards and coaches of South West Swim.

To keep you as safe as possible please ensure that you let us know any information that is pertinent to your safety in our sessions, including health, experience in water and anxiety. This information is stored and should be updated in your booking profile and will be kept confidential at all times. The responsibility to keep your health details (and other information) up to date is solely with the customer and questions should be answered accurately and honestly.

This personal information will only be disclosed (as needed) to venue / South West Swim safety staff and the emergency services, if they are needed for any emergency. South West Swim and its staff, and venues, reserve the right to remove swimmers from any sessions on the grounds of behaviour (physical and verbal), safety, equipment failure, ability and adverse weather conditions. This decision will be final.

South West Swim are fully commercially insured for swimming teaching and coaching in both open water and pool environments and all coaches hold at least a level 2 coaching qualification in the pool and an Open Water or BTF coaching qualification for open water (with any helpers being experienced open water swimmers). Lifeguards are present in all of our squad sessions and we have our own open water lifeguard team for open water sessions that require an independent lifeguard presence. Head Coach Jason Tait is also open water lifeguard trained, First aid qualified and NRASTC trained for all pool based sessions.

COACHING SERVICES

General Information about our sessions

Booking A Session - please note that ALL sessions need to be booked in the name and details of the swimmer who is swimming the session, this is an insurance, health and safety and risk assessment requirement. Please ensure that the swimmer swimming the session is booked into the session with an account registered in their name. Failure to book correctly renders the session void until the details are changed, which may eat into your session time (and may not be possible to accommodate lakeside).

Before your session - We put a lot of effort into making sure you are well prepared and informed for your session and that you know what to do and where to park / meet on arrival, be it our lake, pool or endless pool venues. Please ensure you turn on all your notification options in your booking profile so that you receive these

pre-session email documents. Please also ensure you read them / view the videos so that we can make the best out of your session time with us. If you have questions please feel free to email us in advance (swim@southwestswim.co.uk).

- **Open Water Sessions:** Open Water is a high risk activity and swimmers new to open water MUST be able to swim a basic breaststroke or front crawl and be relatively confident in the pool to take part in a South West Swim open water 1-to-1 session. For events and workshops we may have a stricter minimum standard, this will be detailed in the session description.
- For your safety and enjoyment wetsuits are required for our open water sessions unless explicit permission is gained from the Head Coach (Jason Tait) beforehand. Permission may be granted after a conversation with the swimmer and will depend on the time of year, swimmer ability, goals and experience. For example, if we are coaching a channel swimmer we would not expect them to wear a wetsuit due to the nature of their event. Please have this discussion with us (Jason@southwestswim.co.uk) before booking your session as failure to do so may mean we won't be able to host your session if the correct equipment is not brought to the session. In this instance your session fee will be lost as a late cancellation / no show term will be invoked.
- **Endless Pool Sessions:** We only coach front crawl in our Endless Pool. Minimal equipment is required but must consist of a Swimming Costume, Swim Hat (if you have long hair) and goggles. If you have any other swim training aids (such as pull buoy, paddles, fins) please bring these with you. A wetsuit is not required for an endless pool session. Please read your Endless Pool Session guide before coming to your session as this includes details of where to park and when to arrive.
- **Squad / Group Pool Sessions:** Our squad training sessions are for swimmers looking to train with like minded swimmers to gain fitness and swim skills. These are not learn to swim based sessions and a minimum standard of swim ability is required for these sessions, as well as certain training aids. See www.southwestswim.co.uk/poolsquads for our current criteria and kit list.
- **Pool and Open Water workshops & Clinics:** These are varied, please refer to the workshop / clinics individual description for swim standards and kit required.
- **1-to-1 Videos:** We may film you in some of our sessions, these videos are stored within our secure google drive and/or our removable hard drive. In accordance with GDPR and our Privacy policy, please contact us if you wish for these to be deleted. Once deleted we will have no further access to the content for any purpose, including follow up sessions. No video content from our 1-to-1 based sessions is distributed outside of the coach / swimmer

relationship, or used on social media, without prior consent from the swimmer.

- **Squad Photography & Video:** We may photograph / Video swimmers at events or our sessions for use on our social media channels. These are stored within our secure google drive and/or removable hard drive media. Should you not wish to be photographed / filmed in our workshops, events or squads please advise us and we will avoid any full facial / identifying photographs of you and will try to limit appearance in the background of other pictures and videos. This data is stored within our secure google drive and/or our removable hard drive. In accordance with GDPR and our Privacy policy, Data consent is gained via a question within your profile settings which can be changed at any time.

Coaching Purchases & Sessions

By purchasing coaching sessions, you agree to the following terms:

- All sessions must be booked in the name of the swimmer who will be swimming in the session, this includes sessions for juniors. Therefore all swimmers must have their own booking profile in the system, giving their correct details and emergency information. This is for both insurance and health and safety purposes and failure to book correctly may result in the inability to host the session, with no refund offered.
- All coaching service and gift card purchases are non-refundable, non-returnable, and non-transferable.
- Session expiration dates vary between services and are not extendable for any reason.
- For squads and group coaching sessions, ensure you purchase the correct session pack based on the expiration date and how many sessions you intend to swim per week. Squad packs are not extendable as we offer a discounted rate as reward for regular swimming. Failure to use all sessions by the stated expiry date will mean you lose the unused sessions.
- We offer an advance booking program for regular swimmers. If partaking in the Advance Booking scheme then session credit packs are renewed automatically upon the last session being used, or the expiry date being passed. This is charged to the credit card stored within the customers booking account. If the customer wishes to withdraw from the Advance Booking program they must contact us directly so we can disable the auto renewal on your account. Failure to do so means that session packs will still

be sold to the customer. It is the responsibility of the customer to advise us of withdrawal from this program.

Cancellation Policies

Explanation of cancellation types

Cancellation windows are fixed and non negotiable. This is in order to have one policy which is fair to all our customers and also to us at South West Swim.

- **Early Cancel:** The session has been cancelled within the early cancel window; your session credit will be added back to your account for later use.
- **Late Cancel:** The session has been cancelled outside of the cancellation window; your session credit will be taken as if attended. This applies for a late cancellation for ANY reason.
- **No Show:** The session was not attended, and no late cancellation was put through the system by the customer; your session credit taken as if attended, as per the late cancel policy.
- **Coaches Cancellation:** A cancellation due to an internal issue at South West Swim or adverse weather conditions. In this instance the session credit will be added back to your account or an alternative date/refund offered.

Session Types and Their Cancellation Windows:

- **1-2-1 Coaching (Pool, Open Water and Learn to Swim) & Video Analysis Sessions:** Early cancel up to 48 hours before; no rescheduling after cancellation window. Late cancellations and No shows will be charged as if attended, regardless of reason.
- **Squad Sessions:** Early cancel up to 24 hours before; no rescheduling after cancellation window. Late cancellations and No shows will be charged as if attended, regardless of reason.
- **Workshop & Bespoke Sessions:** Early cancel up to 5 days before; no rescheduling after cancellation window. Late cancellations and No shows will be charged as if attended, regardless of reason.
- **Terms for Special Discounted Sessions:** Special offers or special sessions may have different cancellation terms to the above. This will be stated in the session description and will override our standard cancellation windows if this is the case (i.e. some special sessions may have a no early cancellation period). Please check any such sessions in the session description before booking.
- **Cancellation by us:** In the event of external factors that may affect delivery of your session an alternative date will be offered and the session credit used for this. In the event of unforeseen circumstances or adverse weather conditions

we may not be able to facilitate your session and in this event will contact you as soon as possible to rearrange.

- **Personal Expenses, Travel & Hotel Expenses:** In the event of a cancellation for any reason, and by any party, South West Swim is not responsible or accountable for a customer's personal expenses, travel costs, hotel bills or any other expenses incurred.

Responsibility and Method of Cancellation:

Cancelling, either early or late, is the responsibility of the customer. Please cancel any session you cannot make so that we know you are unable to attend and we don't waste time and resources preparing or travelling to your session.

All cancellations and reschedules must be made through the booking system via your account (Go to My Schedule and cancel from this screen). Cancellations via email, text, or phone are not valid.

Payment For Services

Payment is required for all services at the time of booking and this is done as part of the booking process online via a credit or debit card. We do not take cash payments for any services or products. All bookings for services at South West Swim are non-refundable and non transferable.

Additional rules and information

We use a number of venues for our services in both the pool and open water, these will have their own rules governing the use of the facility which South West Swim and our Customers will need to adhere to. These will be advised as needed by your South West Swim Coach on the day, or via your booking email notifications. Please read your pre-session emails when received as these will contain important information about your session and what to do on the day of your session (parking, checking in etc).

NON COACHING PURCHASES

Gift Voucher Purchases

Gift vouchers are available for South West Swim coaching sessions via

www.southwestswim.co.uk/gifts. We offer two main types of gift vouchers;

1. For a specific service - gift vouchers of this nature can only be used for the specific service purchased and are not exchangeable for other services (due to

limitations in our booking system). Once redeemed the expiry date of the session purchased is invoked and the gift card expiry terms are no longer valid. For example if redeeming for your 1-to-1 session then the expiry date becomes that of the 1-to-1 service itself.

2. For a monetary value dictated at point of purchase - This type of voucher places the gift amount into the users booking account. Once redeemed can be used for any of our services or retail products (ordered via the booking system for collection only).

All gift vouchers are valid for 12 months from the date of the original purchase and are non refundable and carry no cash exchange value. No change is given if any funds are left over after the users booking.

Gift cards are redeemed via the booking system when booking a session, this is done via the 'MY PROFILE' tab and then by entering the code into the 'Billing' box.

South West Swim Retail Sales

We offer a number of products through our booking system for sale..

Our swimmers get a discount on these products if purchased through the booking system (collection only). We also have a retail website via

www.southwestswim.co.uk for purchases that need to be dispatched via Royal Mail (no discount applicable via this method).

Our 'Squad Perks' partner discount program does not fall under our retail T&C's and your contract for any purchases made with our squad perks discounts is solely with the retail partner, not South West Swim. South West Swim has no control over purchases made without partners.

Retail Ordering:

Via the booking system: If you have had a session with us you should order via the booking system to qualify for any discounts you may be entitled to, these are automated at checkout. This is a collection only service.

Via our website at www.southwestswim.co.uk: Orders that require shipping must be placed via our website store at www.southwestswim.co.uk and all orders will be shipped ASAP via 'Royal Mail Signed for' service. We do not use other carriers or services even on request.

Cancellation of Retail Orders:

Order cancellation before dispatch will entitle the customer to a full refund.

Cancellations after dispatch must be processed as a return at the customers cost as per our returns policy below. Refunds are subject to charges and will not be refunded until the product is received, inspected and passed.

Returns of retail product:

Return requests must be emailed to swim@southwestswim.co.uk within 28 days of the order being placed, so we can assess the request. Return postage is at the customers cost and liability. All products must be returned unused and in the original undamaged product packaging. Refunds will be issued after receipt and inspection of the product to deem it resellable at South West Swim. Refunds will be for the original product cost only, minus a 10% restocking fee. Refunds will not include the original postage and packaging charge paid by the customer. Items received in a state of use or have damage / damaged packaging will not be refunded. Any custom made or special order items are non-returnable unless faulty.

Returns, refunds and queries from our affiliate partners via our squad perks program are excluded from this returns policy. Terms for such purchases are outside of the liability of South West Swim and the customer should contact the individual vendor, as the contract for purchase is between the customer and third party directly.

Privacy Statement:

Our full privacy statement can be found on our website at

<https://southwestswim.co.uk/wp-content/uploads/PrivacyPolicySWS.pdf>

A few key points of this policy are mentioned below;

- We will only share your data in accordance with our privacy policy, however we will share medical details with South West Swim staff and volunteers, venue operators and emergency services in the event of an emergency or in any scenarios that may affect the running of your session or present a risk/safety concern during the session.

- All credit card information is stored in our booking system which is hosted by Wellness Living and payments are processed via our compliant acquiring bank processors. All card details are encrypted, and we operate in accordance with PCI DSS which is renewed yearly. We are unable to see your full card details within our systems.

- Many settings regarding your personal data can be edited and managed via your booking account profile.

- Email notification settings can be managed under the notification setting in your booking account profile. For a complete service from us and in order not to miss important emails about your sessions we highly recommend you have **all** options turned on and simply delete any emails that are not of interest to you. This is a recommendation only.

- You can request deletion of your booking account, and therefore your personal data at any time by emailing swim@southwestswim.co.uk

- Cookies are used for various functionalities on both our booking system website and at www.southwestswim.co.uk

South West Swim reserves the right to amend and update these terms and conditions. When we do so you will need to read and resign via your booking system account. We will notify you if this document changes via email to your booking system email address. The system is set so that you will not be able to book sessions until this document has been signed and agreed.

Declaration:

Your signature, either electronic online or in person (certain sessions only) indicates agreement with the terms, conditions, and information set forth in this document. To electronically sign this document drawk your signature in the box provided with your mouse, touchpad or touch screen.

Questions about this policy should be directed to swim@southwestswim.co.uk

Jason Tait, on behalf of South West Swim