

# Booking Terms & Conditions

Version 2.2 | Effective date: September 2026 | Governing law: Scots law

## 1. About These Terms

These Terms apply to all bookings made with SwimWise Scotland CIC ("SwimWise", "we", "us"). By completing a booking or intake form, the person making the booking agrees to these Terms on behalf of themselves and, where applicable, the participant taking part.

These Terms form a continuous agreement. They apply to the initial booking and continue across future months and terms until the booking ends in accordance with these Terms.

We may update these Terms when reasonably necessary. We will give reasonable notice of any material change before it takes effect. Nothing in these Terms affects your statutory rights as a consumer.

## 2. Key Definitions

- **Participant:** The child or adult taking part in a SwimWise lesson, class or coached activity.
- **Person responsible for the booking:** The adult who completes the booking and is responsible for information, communication and payment.
- **Session:** An individual scheduled lesson, class or coached activity.
- **Programme:** The participant's scheduled series of sessions across the relevant academic year or agreed booking period.
- **Academic year:** September to June, aligned broadly with local school terms.
- **Soakly:** The online system SwimWise uses to manage participant information, bookings and payment arrangements.
- **Stripe:** The payment gateway and processor used for payments made through Soakly.

## 3. Bookings, Renewals and Payments

### 3.1 Booking method

Bookings must be completed electronically using the SwimWise booking and intake process or another method confirmed by us in writing. We do not accept or process bookings by telephone or text message.

### 3.2 Lesson price and payment calculation

Lessons cost £9.50 for each scheduled session. The total cost of a participant's programme is calculated from the number of scheduled sessions available to that participant during the relevant academic year or booking period.

The total programme cost is divided into monthly instalments, normally due on the 1st of each month on the payment dates shown through Soakly. Monthly instalments spread the total programme cost across the payment period. They do not necessarily correspond to the number of sessions taking place in an individual calendar month.

The payment schedule provided through Soakly will show the amount and timing of the instalments due for the participant's place.

### 3.3 Joining after a programme has started

If a participant joins after the programme has started, we will calculate the cost of the remaining scheduled sessions at £9.50 per session. That amount will be divided across the remaining payment dates and confirmed through Soakly before payment begins.

### 3.4 Direct Debit and standing order payments

Payments are managed through Soakly and made by Direct Debit or standing order. Stripe is the payment gateway and processor for payments made through Soakly. Direct Debit collections will be requested automatically in accordance with the payment schedule. Where payment is made by standing order, the person responsible for the booking must set up and maintain the standing order using the payment details and reference provided.

SwimWise does not ask customers to send full card or bank details by email.

Cancelling a Direct Debit or standing order does not cancel the booking or remove responsibility for amounts already due. The cancellation process in Section 11 must be followed.

### **3.5 Changes to fees**

We may review lesson fees for a future term or academic year. We will give at least 30 days' notice before a fee change takes effect. A change will not be applied retrospectively. If you do not wish to continue at the revised price, you may end the booking before the change takes effect by notifying us in writing.

### **3.6 Continuing bookings**

A participant's booking continues from month to month and term to term unless it is ended in accordance with Section 11, or ended by SwimWise under these Terms. Continuing bookings help us maintain consistent groups, safe ratios and predictable staffing.

### **3.7 Missed or failed payments**

If a payment is missed, returned or cancelled, we will contact the person responsible for payment. The outstanding amount must be paid within seven days or an alternative arrangement agreed with us.

We may pause participation while payment remains outstanding. If payment has not been received, and no alternative arrangement has been agreed, within 14 days of the original due date, we may end the booking and offer the place to another participant. Amounts already due remain payable.

## **4. Information You Provide**

The person responsible for the booking must provide accurate and current contact, health, medical and support information through the intake process. Relevant changes must be updated through Soakly or reported to SwimWise promptly by email.

If information relevant to safe participation has not been provided, we may pause participation while we discuss whether the participant can be supported safely and appropriately. We handle personal information in accordance with our Customer Privacy Notice.

## **5. Physical Contact and Instruction**

Swimming instruction may involve appropriate physical support, guidance or contact. This may include supporting balance or floating, helping a participant understand body position or technique, or guiding a participant to safety.

Where practical, teachers and coaches will explain the support being offered and communicate directly with the participant before providing physical guidance. Staff may act immediately without prior agreement where reasonably necessary to protect a participant or another person from harm.

## **6. Health, Fitness and Safety**

Participants must be well enough to take part safely. A participant must not attend if they have a contagious illness or if taking part would create an unreasonable risk to themselves or others.

Swimming, coaching and open-water activities involve inherent risks. Participants must follow safety information and all reasonable instructions given by SwimWise teachers and coaches.

A teacher or coach may modify or refuse participation where they reasonably believe it would be unsafe. Where possible, we will explain the reason and discuss any appropriate alternative or reasonable adjustment.

## **7. Safeguarding, Supervision and Personal Care**

Parents and guardians remain responsible for children until the agreed handover at the start of the session and must collect them promptly from the designated place at the end. Repeated or significant late collection may result in the booking being reviewed.

Unless a specific support arrangement has been agreed in writing, SwimWise staff do not provide assistance with changing, toileting, drying or other personal care. Parents, guardians and independent adult participants remain responsible for these needs.

## **8. Behaviour and Conduct**

We expect participants, parents, guardians and spectators to contribute to a safe, respectful and positive environment. We will consider a participant's age, communication needs and any relevant additional support needs when responding to behaviour.

If behaviour creates a serious safety risk or substantially disrupts a session, we may modify, pause or end participation. Wherever reasonably possible, we will discuss concerns and appropriate

support before ending a booking. We may act immediately where necessary to protect the participant, other swimmers or staff.

## **9. Teacher and Coach Decisions**

Our teachers and coaches make day-to-day decisions about safety, group organisation, teaching methods and skill progression. Decisions will be made reasonably, in good faith and with regard to the safety and development of the participant and the wider group.

## **10. Changes and Cancellations Made by SwimWise**

### **10.1 Minor changes**

We may occasionally change a teacher or coach, venue, session time or group structure. Minor operational changes that do not materially affect the participant's ability to attend do not normally entitle the customer to a refund.

### **10.2 Significant changes**

If we make a significant change that materially affects the participant's ability to attend, we will offer an appropriate alternative where possible. If no reasonable alternative is available, we will provide a credit or refund for affected sessions.

### **10.3 Sessions cancelled by SwimWise**

If SwimWise cancels a session, we will normally offer a replacement session or apply a credit to the participant's account. Where neither is suitable, a refund for the cancelled session will be available on request.

We are not responsible for additional or indirect costs such as travel, accommodation or childcare, except where the law requires otherwise.

### **10.4 Third-party venues and circumstances outside our control**

A venue owner, public authority or other third party may sometimes close or restrict access to a venue. Severe weather or another circumstance outside our reasonable control may also prevent a session from taking place. We may need to cancel, relocate or rearrange the session. The credit and refund arrangements in Section 10.3 will still apply.

## **11. Cancellation by You**

### **11.1 Giving notice**

To end a continuing booking, you must give SwimWise at least 30 days' written notice by emailing [hello@swimwise.scot](mailto:hello@swimwise.scot). The notice period begins on the date we receive the email.

We will confirm the participant's final session, the effective cancellation date and any remaining payment or credit. A request made by telephone, text message or by cancelling a payment instruction does not constitute notice.

### **11.2 Sessions and payments during the notice period**

The participant's place remains available throughout the notice period. Payment remains due for all scheduled sessions falling within that period, whether or not the participant chooses to attend.

Because monthly instalments spread the programme cost across the payment period, the final account may require an adjustment. We will calculate the cost of the scheduled sessions available up to the effective cancellation date at £9.50 per session and deduct the instalments already paid.

We will confirm any final balance or refund. Any remaining balance may be collected through the existing payment arrangement. Any overpayment will normally be returned within 14 days of the effective cancellation date using the original payment method where reasonably possible.

### **11.3 Payment instructions**

A Direct Debit or standing order must remain active until we have confirmed the final account. Cancelling the payment instruction does not cancel the booking or remove responsibility for amounts already due.

### **11.4 Exceptional circumstances**

We may agree an earlier end date, credit or other reasonable adjustment where a serious injury, medical condition or exceptional circumstance prevents continued participation. Requests will be considered individually, and we may ask for information reasonably necessary to assess the request.

## **12. Missed Sessions and Transfers**

If a participant misses a scheduled session for personal reasons, including holidays, minor illness or a conflicting commitment, we cannot provide a refund, credit, transfer or catch-up session. The participant's place and associated staffing remain reserved for them.

A request to move permanently to another day or group is subject to availability, group suitability and safe operating ratios. We will try to help but cannot guarantee that an alternative place will be available.

## **13. Photography and Video**

Participants, parents, guardians and spectators must not photograph or record other participants without their explicit permission or, for a child, permission from their parent or guardian. A teacher or coach may prohibit photography or recording during a session for safety, privacy or safeguarding reasons.

SwimWise will only take or use identifiable photographs or recordings in accordance with its photography arrangements, privacy information and any permissions required for that use.

## **14. Personal Belongings**

Participants and spectators are responsible for their own belongings, clothing and equipment. SwimWise is not responsible for loss or damage unless it was caused by our negligence or where it would otherwise be unlawful to exclude responsibility.

## **15. Data Protection**

We process personal information to administer bookings, communicate with participants and families, manage payments and support safe participation. Health and medical information receives additional protection under data protection law. Further information about what we collect, why we use it, who we share it with, how long we retain it and individual rights is provided in the SwimWise Customer Privacy Notice available on our website.

## **16. Liability**

Nothing in these Terms excludes or limits liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.

We are not responsible for losses that were not a foreseeable result of our breach, or for incidents caused by a participant's failure to follow reasonable safety instructions, except where the law provides otherwise.

## **17. Equality and Inclusion**

We aim to make swimming accessible and inclusive. The person responsible for the booking should tell us about any support needs or reasonable adjustments that may help the participant take part.

We will consider reasonable adjustments and alternative arrangements where they are safe, practical and achievable within the venue, activity and staffing available. We will discuss any limitation openly and consider reasonable alternatives wherever possible.

## **18. Complaints and Concerns**

If you have a concern, please contact us at [hello@swimwise.scot](mailto:hello@swimwise.scot) so that we can try to resolve it promptly. Formal complaints will be handled in accordance with the SwimWise Complaints Policy available on our website.

## **19. Governing Law**

These Terms are governed by Scots law. Nothing in these Terms affects any statutory rights or rights a consumer may have to bring proceedings in another court where the law permits.