

Website Terms of Use

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Using our website

This website is here to help people find clear, useful information about SwimWise. Please use it lawfully and respectfully. These terms apply to the website itself; bookings, payments and fundraising have their own separate terms and policies.

1. About these terms

These Website Terms of Use apply to www.swimwise.scot and any page, form, download or content made available through it (the website). The website is operated by SwimWise Scotland CIC, a Community Interest Company registered in Scotland (company number SC886931).

By using the website, you agree to these terms. If you do not agree, please do not use it. We may update these terms from time to time; the current version will be published on the website with its revision date.

2. What these terms do and do not cover

These terms govern use of the website. They do not replace the terms that apply when you book a session, register a swimmer, make a payment, make a donation, support a crowdfunding campaign or enter into a separate agreement with SwimWise.

Where you use a booking, payment, donation or other service provided by a third party, that provider's own terms and privacy information may also apply. This includes the services we use to manage bookings, payments and fundraising.

3. Using the website

You may use the website for lawful, personal and non-commercial purposes. You must not:

- use the website in a way that is unlawful, fraudulent, harmful or intended to disrupt it;
- attempt to gain unauthorised access to the website, its systems, accounts or data;
- introduce viruses, malware or other harmful material;
- copy, scrape, republish or use website content for commercial purposes without our written permission; or
- misrepresent yourself or submit false, misleading or inappropriate information through a website form.

4. Information on this website

We take reasonable care to keep website information accurate and useful. However, session availability, venues, timetables, prices, programmes, resources and links can change. Information on the website is not a guarantee that a particular session, place, service or resource will be available.

If you are making a decision based on information that is important to you, please contact us or check the relevant booking route before relying on it. Swimming and water-safety information on this website is general information only; it is not a substitute for an individual assessment, formal instruction, lifeguarding provision, medical advice or emergency advice.

5. Bookings, registrations and payments

Current sessions, swimmer registration and booking management may be provided through the SwimWise portal. Booking Terms and Conditions apply to bookings and payments, and should be read before a booking is made. Where payment is processed by a third-party provider, we do not store payment-card details ourselves.

A website enquiry or expression of interest is not a confirmed booking. A place is only confirmed when SwimWise or the relevant booking system confirms it in accordance with the applicable booking terms.

6. Donations, fundraising and partnerships

Information about donations, crowdfunding, Easyfundraising, fundraising activity and partnerships is provided for general information. Donations and fundraising support are governed by our Fundraising & Donations Policy and, where applicable, the terms of the relevant fundraising or payment platform.

7. Intellectual property

The SwimWise name, logo, website design, text, photographs, illustrations, sketches, graphics and other content on the website are owned by SwimWise, licensed to us or used with permission. You may view, download or print material for your own personal use only. You must not reproduce, adapt, distribute, sell or use it commercially without our written permission, except where the law allows it.

8. Third-party websites and resources

The website may link to third-party websites, platforms, documents or resources. Those links are provided for convenience and information. We do not control third-party content, availability, security or privacy practices, and a link does not mean that SwimWise endorses every part of the external site or organisation.

9. Availability and security

We do not guarantee that the website will always be available, uninterrupted, secure or free from errors. We may suspend, withdraw or change any part of it for maintenance, security, operational or other reasonable reasons. We will take reasonable steps to protect the website, but you should use your own up-to-date security measures when accessing the internet and downloading files.

10. Liability

Nothing in these terms excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation. Nothing in these terms affects rights you may have under consumer law.

Subject to the paragraph above, SwimWise is not responsible for loss or damage arising from use of, or inability to use, the website; reliance on general website information; or the content, availability or actions of a third-party website or provider. This does not affect any separate rights or remedies that may apply under a booking, payment or other contract with us.

11. Privacy and cookies

Our Privacy Notice explains how we handle personal information. Our Cookies Policy explains how we use cookies and similar technologies, and how you can manage your preferences. Please read those documents alongside these terms.

12. Governing law

These terms are governed by Scots law. Nothing in them affects rights you may have under consumer law. If you have a question about these terms, please contact hello@swimwise.scot.