LIUT SWIM LTD

TERMS & CONDITIONS

Document prepared: 22 October 2026

Effective date: 1 December 2026

Applies to: All children and adult participants enrolled with Liut Swim LTD

These Terms & Conditions govern the provision of swimming and artistic (synchronised) swimming lessons by Liut Swim LTD ("Liut Swim", "we", "us" or "our").

By completing and submitting an enrolment form, booking a place or accepting a place at Liut Swim, you confirm that you have read, understood and agree to these Terms & Conditions.

For participants under 18, references to "you" in relation to bookings, payments and parental responsibilities refer to their parent or legal guardian, as appropriate.

1. General

1.1. These Terms & Conditions, together with any applicable Liut Swim policies, govern the agreement between Liut Swim and the person booking or participating in our lessons.

1.2. Liut Swim may amend these Terms & Conditions by giving at least one month's written notice. Any changes will be communicated clearly and will be subject to applicable consumer protection law.

1.3. We aim to resolve complaints and disputes amicably. Where a dispute cannot be resolved informally, it will be dealt with under the laws of England and Wales, subject to any mandatory legal rights.

1.4. Lessons operate on an ongoing, term-time basis. A participant's place is reserved for them and will automatically continue from term to term unless cancelled in accordance with Section 6.

1.5. Nothing in these Terms & Conditions excludes or restricts any statutory rights or liability that cannot lawfully be excluded or restricted.

2. Our Lessons

2.1. We provide group, semi-private group and individual swimming and artistic (synchronised) swimming lessons, delivered by our coaches or instructors.

2.2. We welcome children and adults, subject to the suitability and availability of the relevant sessions.

2.3. All lessons must be booked in advance by telephone, email or another booking method offered by Liut Swim. Participants may not attend without a confirmed booking.

2.4. We may offer one trial lesson to prospective participants, subject to availability. We do not generally offer one-off lessons. Regular attendance is important, particularly for artistic swimming, which involves teamwork and progressive skill development.

2.5. Participants are expected to attend their scheduled lessons regularly. Repeated absences may affect progress, advancement to another level or suitability for a particular group. Illness and emergencies will be considered on an individual basis.

2.6. We operate a waiting list when places are unavailable. Places are generally offered in waiting-list order, subject to suitability, availability and safety requirements.

2.7. Our coaches will assess participants and allocate them to a suitable group or lesson based on age, ability and development.

2.8. Participants must attend only their allocated time, group and location. Requests to change a booking will be considered subject to availability and Liut Swim's approval.

2.9. Term Dates Liut Swim uses the London Borough of Hounslow's published school term dates as a reference when planning its lesson schedule. Official calendar: https://www.hounslow.gov.uk/schools-colleges/school-term-dates. Liut Swim's own lesson dates, times and scheduled breaks will be communicated separately and may differ from the Council's calendar due to pool availability, venue arrangements and operational requirements. Participants should follow the schedule published by Liut Swim.

2.10. A participant's place continues from term to term unless cancelled in accordance with Section 6 or ended by Liut Swim under these Terms & Conditions.

3. Fees and Payments

3.1. Fees will be communicated before enrolment is confirmed. We may review our fees and will give at least one month's written notice of any increase affecting an existing booking.

3.2. Fees are payable in advance for each term and must be received before the first lesson of that term, unless otherwise agreed in writing.

3.3. If payment has not been received by the start of the term, we may suspend attendance while the payment remains outstanding. We will issue a reminder. If payment remains outstanding 14 days after the reminder, we may cancel the participant's place and pursue recovery of legitimately outstanding fees through lawful means.

3.4. Missed Lessons Fees are payable for the place reserved, not solely for lessons attended. Missed lessons, late arrivals and early departures do not ordinarily qualify for a refund or replacement lesson, subject to Section 3.5 and applicable law.

3.5. Illness and Catch-Up Lessons Where a participant misses a lesson due to illness, Liut Swim may offer a catch-up session at another suitable time or location, subject to availability in an appropriate group. Catch-up sessions must be agreed with Liut Swim in advance and are not guaranteed. A maximum of two illness-related catch-up sessions may be offered per participant per term. We may request reasonable supporting information where appropriate. Catch-up sessions provide an alternative opportunity to attend a lesson. They do not ordinarily entitle the participant to a cash refund, except where a refund or other remedy is required by law.

3.6. Lessons Cancelled by Liut Swim If we cancel a lesson due to pool closure, coach illness or another operational reason, we will notify affected participants as soon as reasonably practicable. Our normal approach is to offer a replacement lesson or catch-up session at another suitable time or location. We do not ordinarily provide cash refunds where an appropriate replacement is offered, subject always to any refund or other remedy required by law.

3.7. Fees for the Full Term Fees are payable for the full term for which a place is reserved. If the required cancellation notice under Section 6 is not given, the booking will ordinarily continue into the next term and the full fees for that term will remain payable, subject to applicable consumer protection law.

4. Your Responsibilities and Those of the Participant

4.1. Equipment You must ensure that the participant arrives with the appropriate swimming attire and equipment required for their lesson. Liut Swim will communicate any specific requirements.

4.2. Medical Conditions and Additional Needs Before the participant's first lesson, you must inform Liut Swim in writing of any relevant medical condition, disability, allergy or additional need that may affect safe participation. You must also notify us of any material changes. We will discuss relevant needs with you and consider reasonable adjustments where appropriate. Nothing in these Terms & Conditions excludes any duty of care or legal obligation owed by Liut Swim.

4.3. Illness and Fitness to Participate Participants must not attend if they have a fever, a potentially contagious illness or other symptoms that may make participation unsafe or put others at risk. Please follow appropriate medical advice and applicable public health guidance before returning to lessons. Liut Swim may temporarily refuse participation where reasonably necessary for health and safety.

4.4. Supervision Before and After Lessons For participants under 18, parents or carers are responsible for supervision before the lesson begins and after it ends, including while changing, unless otherwise agreed in writing. Liut Swim supervises participants during the agreed lesson period and does not assume responsibility for supervision outside that period merely because a participant has arrived at the venue.

4.5. Collection and Late Collection Charges Children must be collected promptly at the end of their scheduled lesson by an authorised parent, carer or other agreed person. If you expect to be late, you must notify Liut Swim as soon as possible. After more than two late collections within a 12-month period, Liut Swim may charge £3 for each five-minute period of additional waiting time, or part thereof, where a coach or staff member must remain beyond their scheduled working time to supervise the child. This charge is intended to contribute towards the additional staff time and staffing costs incurred. It will be communicated transparently and applied fairly, subject to applicable consumer protection law.

4.6. Personal Belongings Participants are responsible for their personal belongings. We recommend that valuables, including jewellery, money and mobile phones, are not brought to lessons unnecessarily. Changing facilities may be available, but Liut Swim cannot guarantee the security of personal belongings. Nothing in this clause excludes liability where the law does not permit it.

4.7. Behaviour and Respect Participants, parents and carers must treat coaches, staff and other participants with respect. Bullying, harassment, discrimination, intimidation, aggressive behaviour and abusive language will not be tolerated. Participants must make reasonable efforts to follow their coach's instructions and participate safely. Concerns should be raised using the contact details in Section 7.

4.8. Pool Rules and Safety Instructions All participants and accompanying adults must comply with the pool operator's rules and Liut Swim's safety instructions. Participants must not enter the water until their designated coach or instructor is present and has authorised them to do so. Liut Swim may suspend participation where a person fails to follow safety instructions or creates an unacceptable risk.

4.9. Damage or Injury Caused by a Participant or Visitor A person may be responsible for reasonable losses or damage directly caused by their negligent or wrongful conduct, to the extent permitted by law. Any claim for reimbursement will be assessed in accordance with the circumstances and applicable legal principles.

4.10. Entry to the Pool Without a Coach Participants must wait for their designated coach or instructor before entering the water. Liut Swim does not provide lesson supervision for a participant who enters the water without authorisation or before the coach is present. This rule does not exclude any responsibility Liut Swim may have under applicable law.

5. Our Responsibilities

5.1. We will take reasonable steps to ensure that coaches and instructors have appropriate training, qualifications and safeguarding checks for their roles, including DBS checks where required or appropriate.

5.2. We aim to provide a welcoming and supportive learning environment. Group sizes will be managed with regard to safety, effective instruction and the nature of the lesson.

5.3. We will take reasonable steps to supervise lessons appropriately, assess relevant risks and respond to safety concerns. We may remove a participant or other person from a session or pool area where reasonably necessary for safety.

5.4. We take safeguarding seriously. Our management, coaches and staff will follow applicable safeguarding procedures and report concerns to the appropriate authorities where required.

5.5. We will handle personal information in accordance with applicable data protection legislation. Details of how personal information is collected, used, stored and shared will be set out in our separate Privacy Notice.

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

6. Cancellation and Termination

6.1. Cancellation by You A participant's place automatically continues from term to term unless cancelled. To cancel a place, you must send written notice by email to liutswim@gmail.com at least six (6) weeks before the start of the next term. The notice must identify the participant and clearly confirm that you wish to cancel their place.

6.2. Notice Period and Fees If written notice is not received at least six (6) weeks before the next term begins, the place will ordinarily remain booked for that next term and the full term fees will remain payable, subject to applicable consumer protection law. This is because the place is reserved for the participant and may not be available to offer to another swimmer at short notice.

6.3. Non-Attendance Is Not Cancellation Failure to attend lessons, failure to respond to messages or a decision to stop participating does not constitute cancellation. The written cancellation procedure in Section 6.1 must be followed.

6.4. Behavioural or Safeguarding Concerns Where a participant's behaviour materially disrupts lessons, affects the safety or learning of others, or breaches our behaviour requirements, we will normally seek to discuss the concern with the participant or, where appropriate, their parent or carer. Where behaviour presents a serious or ongoing risk, or immediate action is required for safeguarding reasons, Liut Swim may suspend or withdraw the participant's place in a proportionate manner. Any refund or outstanding payment following termination will be assessed in accordance with applicable contractual terms and law.

6.5. Non-Payment Liut Swim may suspend or cancel a participant's place where fees remain unpaid, in accordance with Section 3.3.

6.6. Cancellation by Liut Swim Liut Swim may cancel a booking or discontinue a lesson where reasonably necessary, including for safety, operational, facility or other legitimate reasons. Where practicable, we will provide notice and explain any available alternative arrangements. Any refund or other remedy will be handled in accordance with applicable law.

7. Contact Information and Complaints

All cancellation notices, payment queries, communications, concerns and complaints should be sent to:

Liut Swim LTD
Telephone: +44 7399 324217
Email: liutswim@gmail.com

Please include the participant's name and relevant lesson details so that we can identify the booking and respond appropriately.

8. Safeguarding and Relevant Policies

Liut Swim takes the safety, welfare and wellbeing of participants seriously.

Where applicable to our organisation and activities, we follow the relevant safeguarding requirements and policies of Swim England, including Wavepower.

Wavepower — Swim England Safeguarding Policy and Procedures:
https://www.swimming.org/swimengland/wavepower-child-safeguarding-for-clubs/

Participants, parents and carers are expected to cooperate with reasonable safeguarding and safety requirements communicated by Liut Swim.

9. Acceptance of These Terms & Conditions

By completing and submitting the enrolment form, you confirm that you have had the opportunity to read these Terms & Conditions and agree to them.

Where the participant is under 18, the person completing the form confirms that they are the participant's parent or legal guardian, or otherwise authorised to make the booking and accept these Terms & Conditions on their behalf.

Where the participant is an adult, the participant is responsible for accepting these Terms & Conditions and paying applicable fees, unless another payment arrangement has been agreed in writing.

By submitting the form, you acknowledge the ongoing, term-time nature of bookings and the cancellation requirements set out in Section 6.