

POOLSIDE MANOR LIMITED - TERMS AND CONDITIONS

1. INTRODUCTION AND INTERPRETATION

1.1 These Terms and Conditions form part of the agreement ("the Agreement") between you and Poolside Manor Limited ("the Company") for the provision of certain services ("Services") by the Company, and are the terms and conditions referred to in the appropriate Booking Forms or Membership Application Form and available on site (or, in the case of those wishing to book via telephone, available via the Company website). By signing such form/s ("the Form/s") you thereby agree to be bound by them. In the event of booking via telephone, payment for Services acts as our agreement and acceptance to be bound by them.

1.2 For the purpose of interpreting these Terms and Conditions, the following terms shall have the meanings set out below:

Bather	any person who in accordance with this Agreement enters, or intends to enter, the Swimming Pool;
Fee	subject to sub-paragraph 2.4 below, the appropriate total fee payable as specified on the Form (or otherwise agreed with the Company);
Guest	any person invited onto the Premises either: <ul style="list-style-type: none"> i) by a Member in accordance with the Rules and Regulations relating to his/her Membership; or (as the case may be) ii) (as a "Party Guest") by you in accordance with paragraph 8 below;
Manager	any Staff Member in whom managerial responsibility has been vested by the Company;
Member	any person who has been notified by the Company that his Membership Application Form has been accepted;
Membership	the belonging of a Member to Poolside Manor Membership swimming in accordance with the type A or B membership fees paid for the year 1 st April to 31 st March.
Premises	the land owned by, and the building and facilities operated by the Company, situated at Lyndhurst Gardens, Finchley Central, and known as "Poolside Manor"; and St. Mary's Primary School, Dollis Park.
Responsible Adult	any person who is required, in accordance with sub-paragraphs 6.12 to 6.16 below, to accompany and supervise a Bather;
Staff Member	any employee of the Company;

Visitor you and/or any person, including (without limitation) Bathers, Members, Guests, and Responsible Adults, who enters the Premises as a direct or indirect result of you entering into this Agreement.

1.3 Unless the context requires otherwise, any reference to a room, area or facility is a reference to the room, area or facility known as such on the Premises.

1.4 Unless the context otherwise requires, any reference to the singular shall include the plural (and vice versa), and any reference to the male gender shall include female gender (and vice versa).

2. PAYMENT

2.1 Bookings are accepted at the discretion of the Company, and the Fee is not transferable or refundable.

2.2 The full Fee must be remitted together with the Form in order for a place to be booked in for a Service/s of the Company.

2.3 All cheques must be made payable to "Poolside Manor Ltd" and crossed with "a/c payee". If your cheque is not cleared by the bank, you will become liable for an additional administration payment to the Company of £10.00.

2.4 Value Added Tax ("VAT") at the prevailing rate is included in the Fee.

2.5 The Company will normally expressly notify you of its acceptance of your Booking. However, the Company will NOT notify acceptance to Members who have submitted a Membership Renewal Form unless specifically requested to do so by that Member.

3. RULES, REGULATIONS AND YOUR LIABILITY

3.1 You agree to be wholly liable for any and all actions and/or omissions of any Visitor. Without prejudice to the generality of the foregoing, you shall be liable for any liability, financial or otherwise, or injury or damage to any person or property caused by any Visitor whilst on the Premises, and shall fully indemnify the Company, its agents, contractors and/or employees.

3.2 Any rules, regulations and instructions ("the Rules") of the Company, as may be amended from time to time, form part of these Terms and Conditions and will be notified by Newsletter and/or by being available at the Premises and/or by posting to the Company website.

3.3 The Company, without prejudice to any other remedy that may be available, reserves the right to terminate this Agreement forthwith and without refund on the grounds of safety or unsuitability, or if any Visitor fails to comply with these Terms and Conditions or with any of the Rules.

3.4 Each Bather or Responsible Adult is responsible for any loss or theft of their possessions, however valuable, from the Changing Rooms, Pool Hall, Viewing Gallery or any other part of the Premises.

4. THE COMPANY'S LIABILITY

4.1 Without prejudice to the following sub-paragraphs, if for any reason the Company terminates this Agreement, its total liability will not exceed the value of the Fee (or portion thereof) actually received by it.

4.2 The Company is not liable for any circumstances out of its control.

4.3 The Company reserves the right to cancel lessons, alter schedules, class ability and badge classifications, class sizes and average swimmer-teacher ratios, the Premises, and/or personnel as it thinks fit. Any such alterations do not constitute breach of contract or grounds for a refund. For the avoidance of doubt, besides the Company's Parent and Toddler and Club swimming lessons, we adhere to an *average* ratio of six swimmers to each teacher in each half hour session. This is not the same as the upper limit on each class, which is set as seven swimmers per teacher. The vast majority of our classes will contain no more than six swimmers, but occasionally a class may contain seven swimmers for one teacher, whilst a concurrent class may therefore contain five swimmers for a different teacher, so as to maintain our average six to one ratio across each half hour. The company's adherence to this average ratio means that if there are three classes running in a half hour session, there will be no more than eighteen swimmers booked in in total and if there are four classes running, there will be no more than twenty-four swimmers booked in in total.

4.4 The Company reserves the right to cancel lessons in the event of acts outside of the Company's control, and/or partially or wholly within the Company's control. Acts outside the control of the Company may include but are not limited to, staff absence, Acts of God, extreme weather such as snow, ice, fog, rain, cold temperatures outside of the building, health and safety issues, pool soiling by any Bather, and security issues. Acts partially or wholly within the control of the Company may include but are not limited to, failure of plant machinery resulting in sub normal temperatures in pool and/or shower water or air temperature in any part of the Premises; or water deemed to be unsafe to swim in as determined by the Pool Manager or a Company Director, staff absence where the Company has played a part in determining such absence, closure of all or part of the Premises in response to quarantining a hazard, infection or other dangerous situation.

4.5 In the event that the Company does exercise this right to cancel a lesson, lessons or part of a lesson, the Company's policy to compensate for this is by offering a makeup lesson, or part thereof, as the case may be, within the same calendar term; not necessarily at the same time or on the same day as the original booking. The Bather/and or their Responsible Adult must make every attempt to attend the proposed make up lesson. If the Bather and/or their Responsible Adult decline the offer, as stated to the Pool Manager or a Director of the Company at the issue of the offer, to attend the proposed makeup lesson, then a final offer may be made at the complete and sole discretion of the Pool Manager or a Director of the Company. This final offer may be scheduled for the current or next calendar term, and again may be at a different time or day to the original booking. At no stage of this process is the Company obliged to offer monetary compensation such as a refund or

exchange between different Bathers, different booking times, different calendar terms or different Services offered by the Company.

4.6 The Company does not offer makeup lessons or monetary compensation such as a refund or exchange in the event of a Bather and/or Responsible Adult being unable to attend a swimming lesson, lessons, or part thereof, whether the Managers and/or Director of the Company are informed in advance or retrospectively or not at all. However, in the event of a Bather, not their Responsible Adult, being unable to attend the majority of lessons in a term, either through serious illness or injury, the Company will require the Responsible Adult to produce a signed and authorised doctor's letter to this effect for witness by the Pool Manager or Managing Director. Upon witnessing this, the Pool Manager or Managing Director may, at their discretion, consider offering the Bather a number of lessons only in the following calendar term. This offer will only be made for the said Bather and requires a full booking to be made for this following calendar term. The lessons offered in the following term will form part of the following term's swimming lessons and not be in addition to the full term's number of lessons or be scheduled for a different time or different day. The course Fee will be adjusted at the discretion of the Pool Manager or Managing Director. Further absence is treated as a separate issue.

4.7 Any Bather, if aged over 14, or his Responsible Adult or Visitor if aged under 14, is liable for their soiling of the pool. Such act represents a breach of the Contract and can, at the discretion of the Pool Manager or a Director of the Company, result in the Bather being refused entry to the Pool and in serious and/or repeat cases, result in the Bather's booking being terminated immediately without refund.

4.8 The Company will not be bound by any statement unless it is in writing and authorised by a Director of the Company.

4.9 By completing a booking, you acknowledge and accept that there are risks, however small, inherent in the nature of swimming, swimming tuition and related activities (such as the Services provided by the Company), and you accordingly acknowledge and accept that whilst the Company undertakes to exercise all reasonable care and attention, it cannot and does not warrant or guarantee the absolute safety of any Visitor.

5. VISITORS

5.1 Swimwear must not be worn in the Refreshment Bar or Activity Room or anywhere else on the Premises besides the Swimming Pool Hall and Changing rooms.

5.2 No outdoor footwear may be worn in the Pool Hall unless covered by protective shoe covers provided by the Company.

5.3 No food or drink may be brought onto the Premises without prior consent of the Company.

5.4 Any food or drink consumed on the Premises must be consumed in the Refreshment Bar. No food or drink may be taken into the Changing Rooms or Pool Hall.

- 5.5 Glass containers or bottles **MUST NOT** be brought onto the Premises under any circumstances.
- 5.6 Smoking is **NOT** permitted on the Premises other than in the Company's Car Park, to the side of the building at the side meeting the deep-end of the Swimming Pool.
- 5.7 Visitors may not enter any Office, Store or Plant Room unless invited by a Manager.
- 5.8 No Visitors other than Bathers may enter the Pool Hall unless invited by a Staff Member.
- 5.9 No electrical goods other than those provided or approved by the Company may be used on the Premises.
- 5.10 In the event of the provision of wireless network access and Internet by the Company, such access will be secured by a password available from the Receptionist on duty or Pool Manager, which is subject to change as the Company see fit. This provision of this service is a free and additionally provided by the Company and does not form part of the Service provided in exchange for the Fee paid, and therefore it's temporary or permanent withdrawal or withholding of access to specific visitors or visitor's devices does not constitute a breach of the Contract on the part of the Company.
- 5.11 In the event of the provision of wireless network access and Internet by the Company, the Visitor is responsible for the activities performed using their device by themselves or any other party. The Company is not liable for any hardware, software or virus damage incurred by use of the wireless network. It is also the responsibility of the Visitor to ensure that all computer content displayed or website content downloaded or visited is not illegal, pornographic, likely to be deemed offensive to other visitors, or deemed inappropriate given the family and child friendly nature of the Company and its Services.
- 5.12 Any actual accident or any incident which appears to involve an element of safety witnessed by any Visitor must be reported immediately to a Staff Member.
- 5.13 All used nappies, sanitary towels and other similar items must be deposited in the receptacles provided or be removed from the Premises. Such items **MUST NOT** be deposited in any of the toilets. You are reminded that you will be liable for any damage or expenses incurred resulting from failure to comply with this clause.
- 5.14 The Company reserves the right at any time to limit the number of people on the Premises or in any part thereof.
- 5.15 The Company may use for publicity purposes and without prior notification any statement (whether written or oral) made by, or any photograph taken on the Premises of, you or any Visitor.
- 5.16 No dog, cat or other animal may be brought onto the Premises without prior consent of the Company.

6. BATHERS

6.1 Bathers must enter the Pool Hall via the Changing Rooms, and NOT through the Staff Only door in the Viewing Gallery.

6.2 Bathers must wear appropriate swimwear when in the Pool Hall.

6.3 No swimming aids, aquatic toys or other bathing apparatus may be used on the Premises unless provided or approved by the Company.

6.4 All Bathers must shower before entering the Pool Hall.

6.5 Bathers may not use Rubber Rings at any time unless the Company has otherwise given express prior consent.

6.6 Bathers who are beginner or low ability swimmers must wear armbands at all times, unless, whilst undergoing tuition by the Company or taking part in a pool party, they are instructed otherwise.

6.7 Vertical diving is **NOT** permitted by Bathers at any time. Horizontal plunge diving is permitted only from the short side at the deep end of the Swimming Pool, unless instructed otherwise whilst undergoing tuition by the Company.

6.8 Any Bather must wear a swimming hat whilst in the Swimming Pool, unless agreed by the Management.

6.9 Swimming equipment or apparatus belonging to the Company may only be used in the Swimming Pool with the prior consent of a Staff Member.

6.10 For the avoidance of doubt, and without prejudice to paragraph 3 above, Bathers, Visitors and Responsible Adults must comply at all times with all Rules, AND with any instructions of the lifeguard on duty.

6.11 Bathers **MUST NOT** enter the Pool Hall UNDER ANY CIRCUMSTANCES unless a lifeguard is on duty.

6.12 All Bathers under the age of 14 years must be accompanied on the Premises by a Responsible Adult.

6.13 Without prejudice to sub-paragraphs 6.14 and 6.15 below, any Bather under the age of 18 years who is a non-swimmer must at all times be accompanied in the Swimming Pool by a Responsible Adult and wear armbands unless agreed or instructed otherwise by a swimming teacher, party lifeguard, Pool Manager or a Director of the Company.

6.14 Unless the Company otherwise requires, sub-paragraph 6.13 above shall not apply to Bathers during such time as they are undergoing tuition by the Company.

6.15 For the avoidance of doubt, sub-paragraph 6.13 **SHALL** apply to all such Bathers during all Parent & Baby and/or Parent & Toddler classes.

6.16 Where a Responsible Adult is required to accompany a Bather, such Responsible Adult must supervise that Bather and ensure that he complies with all of the Rules.

7. MEMBERS

7.1 The Company reserves the right to require any Member to leave the premises or refuse him entry if he fails to produce on request his Membership Card.

7.2 Membership Cards remain at all times the property of the Company and must be surrendered by the Member to the Company on expiry or termination of his Membership, or on request by the Company.

7.3 Membership Cards are not transferable. A Member may not allow any other person to take possession of his Membership Card or use it in his behalf, with or without the Member's express permission .

7.4 Membership sessions may not always be staged on an exclusive basis and may share the Premises time or space, including the Pool, Pool Hall, Changing Rooms and Viewing Gallery, with other activities such as swimming tuition, staff meetings, staff training, maintenance, school swimming lessons or changing for such lessons. Such occasions may not feature in the membership timetable with advanced notice. This does not constitute a breach of the Contract or grounds for arrangement of a makeup session, or refund or exchange of the Membership fee or any part thereof.

7.5 The Company reserves the right to cancel or amend membership sessions on a one-off, temporary or permanent basis for any reason that it sees fit. The Company will notify Members in advance, if possible, by way of sign or notice, verbal communication and/or modified membership timetable at the Premises or via the Company website. If such notice is not possible, immediate notice by way of sign or notice, verbal communication and/or modified membership timetable at the Premises or via the Company website will suffice and does not constitute a breach of the Contract or grounds for arrangement of a makeup session, or refund or exchange of the Membership fee or any part thereof.

7.6 Without prejudice to the foregoing sub-paragraphs, all Members agree to comply with all of the Rules set out in the current Membership Details Sheet. In particular, Members are reminded that they must pay a fee in respect of any Guest Bathers brought onto the Premises in accordance with the Membership Rules, and that without prior consent by POOLSIDE MANOR no such Guest Bather may visit the Premises more than three (3) times in any one Membership year and each time must be accompanied by a Member in the Pool.

8. PARTIES AND PRIVATE FUNCTIONS

8.1 All Party Guests must vacate the Premises immediately on expiry of the time booked for the Party.

8.2 Party Guests may not enter any part of the Premises unless it has been specifically booked for the occasion.

8.3 Unless otherwise agreed in advance with Poolside Manor, bathers under the age of 5 years are **NOT** permitted at Parties. Any such measures prescribed or conditions of bathing laid down by the party lifeguards must be followed.

8.4 Party Guests must understand that a party booking does not provide exclusive access to the entire Premises and that each set of Party Guests is jointly responsible for the sharing of the Premises and facilities, in particular the Viewing Gallery and Reception area, during the changeover process when two overlapping parties are both on site. The Company mitigates this as far as it will by adhering to the scheduled party times and agreed formats.

8.5 Party Guests are responsible for the behaviour and welfare of the Bathers and Visitors in attendance and as such may be called upon to deal with such issues as they arise.

8.6 All Party Guests understand that the authority and decision making of the Party Lifeguards on duty is not to be questioned. The rules set in place by, and actions of each Party Lifeguard will govern the goings on at a party; and as such any Party Lifeguard reserves the right to evict any Bather from the Pool or any Party Guest from the Premises on the grounds that they have constituted or do constitute a risk to the safety or welfare of themselves or others, or a serious risk to the enjoyment of others.

9. MEDICAL AND BEHAVIOURAL

9.1 If any Visitor has come into contact with any contagious or infectious disease during the 14 days prior to his entering the Premises, you or he shall so notify the Company in writing and provide a medical certificate from that Visitor's doctor giving approval for the Visitor to enter the Premises or the Swimming Pool (as the case may be). You acknowledge that any failure to comply with this sub-paragraph 9.1 is a fundamental breach of the Agreement.

9.2 Any medical or behavioural problems known to you of any Visitor must be notified to the Company in writing on the Form/s, and in any event prior to that Visitor entering the Premises. In such cases the Company reserves the right at its absolute discretion not to accept your booking or admission to the Premises.

10. LOST PROPERTY

10.1 The Company does not accept responsibility for any property left on the Premises by any Visitor, and may dispose of any such property if not claimed by you within 14 days.

11. COMPLAINT PROCEDURE

11.1 In the event of a minor problem (e.g. rubbish to be cleared from the changing room, or uncleared spillage in the coffee bar) you should bring the matter to the notice of the Receptionist. If the Receptionist is unable to deal with the matter satisfactorily, then you should ask the Receptionist to refer the matter to the Pool Manager.

11.2 In the event of a major problem (e.g. a complaint about a teacher's behaviour, or about teaching methods, or about serious problems beyond the ability of the Receptionist to resolve), then you should address your complaint directly to the Pool Manager. If, for whatever reason, the Pool Manager is unable to deal with the matter at that time, then please leave a written message, for the Receptionist to forward to the Pool Manager, (marked private and confidential, if appropriate) with the following information:

your name, contact phone number and/or address, the nature of the complaint and the time and date

11.3 If, in your opinion, the Pool Manager does not respond satisfactorily, or in your opinion the complaint relates to a serious matter beyond the ability of the Pool Manager to resolve, then please address your complaint to the Managing Director of the Company (marked private and confidential, if appropriate) with details of your name, contact phone number and/or address, the nature of the complaint as well as a detailed account of your complaint, the time and date at which the reason for the complaint occurred, and the time and date of writing.

11.4 If, in your opinion, the Managing Director does not respond satisfactorily, or if the matter is so serious as to be beyond the ability of the Managing Director to resolve, then you may address your complaint to the Institute of Sport Recreation Management, the Swimming Teachers Association, or the Royal Life Saving Society as appropriate (of which the Company is a corporate affiliate), with a copy to the Managing Director.

12. NO WAIVER

12.1 No delay or failure by the Company to exercise or enforce any right shall operate as a waiver. If the Company expressly waives any breach, such waiver shall not operate as a waiver of a similar breach on another occasion or as a waiver of another breach.

13. WHOLE AGREEMENT

13.1 This Agreement embodies the entire understanding between you and the Company, and there are no promises, terms, conditions or obligations, oral or written, other than those contained in it, subject to any mutually agreed subsequent amendment and/or modification.