Swimmer Terms and Conditions

Version 1 · Effective 24 November 2026

1. About these terms

1.1 These terms apply to all swimming sessions, coaching and events run by **Love Open Water Ltd** ("we", "us") and booked through ACTiO. Company number 11153121. Registered office: Unit 7a Waterside Business Park, Waterside, Chesham, Buckinghamshire HP5 1PE. Email: info@loveopenwater.co.uk.

1.2 **NOWCA** provides the membership, wristband and booking system (ACTiO). Our activities are organised and run by Love Open Water, not NOWCA.

1.3 You must also accept the **NOWCA User Membership Terms**. These cover your membership, wristband, account and use of the NOWCA platform. Our terms cover your swims and activities with us.

1.4 These terms are linked on our website, in every activity description in ACTiO and in your booking confirmation email. **By booking with us, you accept these terms.** Special activities and events may have extra terms, shown in the activity description.

2. Membership and wristband

2.1 You need a **valid NOWCA membership** to swim at our venues. Swimming sessions are booked and paid for separately.

2.2 New members collect their **NOWCA wristband** at their first swim. Wear it whenever you swim. Do not share it.

2.3 **Tap in** before entering the water and **tap out** straight after. Tell our team how far you swam. Once you have tapped out, do not go back in unless a team member taps you back in.

3. Booking

3.1 **Every swim must be booked in ACTiO** before you arrive. Check the date and time before you confirm. **Payment is taken when you book.**

3.2 Pre-booking lets us staff each session safely, keep within swimmer limits and tell you quickly if we need to cancel. If you arrive without a booking, you may be turned away.

3.3 Bookings **cannot be transferred** to another date, time or person. To change, cancel and rebook before the cancellation deadline (section 4).

3.4 **Swim time** is not limited within a session, but everyone must be **out of the water at least 5 minutes before the session ends**, or earlier if a lifeguard tells you.

3.5 If you book the **last timeslot**, be ready to enter at the start of the slot. Book an earlier slot for a longer swim.

3.6 **Running late?** We will try to fit you in, but cannot guarantee a swim. If the next timeslot has space, our on-site team decides.

4. Cancelling your booking

4.1 Cancel in ACTiO (Profile, then Refund) at least **48 hours before the day** of your booking. Example: Saturday swim, cancel by 23:59 Wednesday.

4.2 You get a **credit** for the same activity at the same venue. Paid events: **refund minus the booking fee**.

4.3 Late cancellations and no-shows: no credit or refund.

4.4 The 14-day cooling-off period does not apply to bookings for a set date. Your other legal rights are not affected.

5. If we cancel or change a session

5.1 We may change the course, shorten or stop a session, or cancel it for **weather, water quality, safety or staffing** reasons.

5.2 We rarely cancel ahead of time on forecasts alone. If we cancel, everyone booked is **emailed** and we post the closure in the venue group on **NOWCA Wild**.

5.3 If we cancel a session, you get a **refund or a credit, depending on how you paid**.

5.4 **Thunderstorms:** if thunder follows lightning **within 15 seconds** (the storm is within about 5km), everyone leaves the water **immediately**. Staff watch storms further away and act if they get closer. We go back in after **20 minutes** with no thunder, or **30 minutes** if the storm lingers.

5.5 After a storm stop you can **finish your swim**, unless the session is ending. If you travelled to the venue and **missed your swim or had it cut short**, the Venue or Duty Manager will apply a **credit**.

5.6 If you choose not to come because of a forecast and the session goes ahead, no credit is given.

5.7 **Events** during a session may be delayed. If an event cannot be held, you get a **refund**.

5.8 We are not responsible for delays or cancellations caused by **events outside our reasonable control**, such as our host sites closing access, extreme weather, pollution incidents, restrictions from the authorities or emergencies. If a session is cancelled for these reasons, clause 5.3 applies.

6. Credits and credit packs

6.1 Credit packs are sold in **blocks of 10** at a discount.

6.2 Credits are valid only for the **activity and venue** they were bought for. They cannot be used at other Love Open Water or NOWCA venues.

6.3 **Credits do not expire.** You need an active NOWCA membership to use them, but they stay valid if your membership lapses.

6.4 Credits are **non-transferable and non-refundable**, unless the law requires a refund.

6.5 If a venue **closes permanently**, you can request a **refund of your unused credits** for that venue, within a reasonable time of the closure.

7. Your health and ability

7.1 You must be able to swim **400m in a pool without stopping or standing**, and be comfortable **treading water**.

7.2 Open water is different from a pool: cold, no lane ropes, no floor to stand on. **Swim within your ability** and your own limits.

7.3 Do not swim if you are unwell, or under the influence of alcohol or drugs.

7.4 If you have a **medical condition** that could affect you in the water, keep your NOWCA profile up to date and tell our team before you swim.

7.5 New to open water, nervous or need help? Tell our team when you arrive.

7.6 Our staff may stop you swimming, or restrict where you swim, if they believe it is unsafe for you or others.

8. Cold Water Induction

8.1 A **Cold Water Induction (CWI)** is mandatory:

- from **1 November to 31 March**, whatever the water temperature, your ability or experience; and
- any time the water is **below 15°C**.

8.2 You only need to do it **once**, not every winter.

8.3 Accepted: the **NOWCA online CWI** (book "Online Course Cold Water Induction" under Available Activities in ACTiO), or a **Love Open Water onsite induction**. Onsite inductions at other operators' venues are not accepted.

8.4 **Complete your CWI before you arrive.** We may be able to do one on site if we have enough staff that day. If not, you may miss your swim and no credit is given.

8.5 If a recent induction is not yet on your NOWCA profile, bring your completion certificate.

8.6 No accepted CWI when one is required, and none possible on site: **no swim**.

9. Children

9.1 Minimum age: **Hoveringham 8, Royal Docks 10.**

9.2 Under-16s must be able to swim **400m unaided**, be **linked to a responsible adult** in NOWCA, and swim **with that adult in the water**. Maximum **2 children per adult**.

9.3 Children may only swim when the water is **15°C or above**.

9.4 Parents and guardians are responsible for their children at all times.

9.5 If you book for a child, you **accept these terms on their behalf** and are responsible for them following these terms.

10. Safety rules

10.1 **Tow float and brightly coloured headwear are mandatory.** Tow floats can be hired on site for £3 (card only), first come, first served; you may have to wait. Swim caps are on sale on site.

10.2 Wear **suitable swimwear**: swimsuit, wetsuit or neoprene. No clothing that gets in the way of swimming. **Wetsuits are not allowed when the water is above 24°C.**

10.3 Follow the **lifeguard briefing** and all instructions from our team.

10.4 Swim inside the **designated course**, in the set direction, using the marked entry and exit points. Keep away from dock edges and banks unless told otherwise in an emergency.

10.5 Just dipping? That is fine: stay near the entry area and off the course.

10.6 **No jumping or diving.** No swimming outside session times.

10.7 **Need help in the water?** Roll onto your back, hold your tow float and raise your hand.

10.8 Tell our team straight away if you feel unwell during or after your swim.

10.9 Sessions run in daylight hours, except advertised night swims. **Lights are mandatory at night and twilight swims**, provided by you, attached to your tow float or goggles or inside a dry-bag tow float.

10.10 Wetsuits are not compulsory. We do not hire wetsuits on site.

11. Water quality

11.1 This is **open water swimming** in a natural environment. Water quality **cannot be guaranteed**: no testing system is perfect, and conditions can change quickly, for example after heavy rain.

11.2 The water may contain **bacteria, algae, wildlife, plants and debris**. There is a risk you may become **ill**. You swim at your own risk.

11.3 We **test regularly** and may cancel or suspend swimming if water quality is poor, or a bloom or pollution is seen.

11.4 Try not to swallow water, wash your hands after swimming, and wash and dry your kit after every swim. If you feel unwell after a swim, see a doctor, tell them you swam in open water, and let us know through our Help page.

12. Conduct

12.1 Treat staff, volunteers, other swimmers and our hosts' guests with **respect**. No aggressive, abusive or disruptive behaviour.

12.2 The same standard of behaviour applies **online and by message**, including social media, NOWCA Wild and our community groups.

12.3 On safety matters during a session, **our staff's decision is final**.

12.4 We may refuse entry or ask you to leave for unsafe or inappropriate behaviour, or for ignoring staff instructions. No credit or refund is given.

12.5 Serious or repeated breaches may lead to a **ban** from our venues. Bans are decided by the **Venue Manager, after talking to the General Manager**.

13. Photography and privacy

13.1 Do not photograph or film anyone without their **explicit consent**, including people in the background.

13.2 Photography and filming are **not allowed** in changing areas, toilets and showers. Extra restrictions apply to protect children and vulnerable adults.

13.3 Official photography will be announced in advance and needs consent. Underwater or professional photography needs our permission and, where needed, the water owner's.

13.4 We use your personal data as set out in the **Love Open Water privacy notice**. NOWCA's privacy policy covers your NOWCA account.

14. Venues, facilities and belongings

14.1 Our venues are hosted by others (for example the Good Hotel and the sailing club). Follow their site rules, use the entrances and routes we give you, and park considerately.

14.2 Use the indoor changing areas where provided. Keep pontoons and walkways clear and quiet.

14.3 Small bag drop areas are provided. You leave belongings **at your own risk**. Please do not bring valuables.

14.4 **Lost property** is kept for **2 weeks**, then disposed of.

14.5 Accessibility needs: contact us before booking so we can discuss arrangements.

15. Risk and our liability

15.1 Open water swimming carries **risk**, including cold water shock, injury and illness. You take part knowing these risks and are responsible for your own decisions in and around the water.

15.2 **Nothing in these terms limits our liability** for death or personal injury caused by our negligence, for fraud, or for anything else the law does not allow us to limit.

15.3 Otherwise, we are not liable for losses that were not foreseeable, or that result from you not following these terms or staff instructions. Our total liability for any booking is limited to the price you paid for it.

16. Complaints

16.1 Speak to the Venue or Duty Manager on the day, or contact us through our **Help page** or **contact form**.

16.2 We aim to reply within **7 days**.

17. Changes and law

17.1 We may update these terms. The version shown when you book applies to that booking.

17.2 These terms are governed by the law of **England and Wales**.