

This facilities hire agreement (“**agreement**” and/or “**Agreement**”) is dated 2019

PARTIES

- (1) **LAWFORD HOUSE POOL LIMITED** incorporated and registered in England and Wales with company number 12077207 whose registered office is at 108 Sandford Road, Chelmsford, Essex CM2 6DH (the “**Company**”); and
- (2) **THE PERSON FILLING OUT THE APPLICATION FOR USE OF THE FACILITIES USING THE COMPANY’S ONLINE SYSTEM** (the “**Hirer**”).

AGREED TERMS

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Agreement.

“**Additional Charge**”; means the fee of £25 or any other fee as may be communicated by the Company to the Hirer for the hire of the studio facility connected to the swimming pool on a one-off basis or additional basis than otherwise booked.

“**Business Day**”; a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

“**Children**”; means any person aged 16 or under;

“**Commencement Date**”; means the date of this Agreement or when this is completed online by any Hirer whichever is the earlier.

“**Common Parts**”; means those parts of the Premises which do not form part of the Facilities but which are required for the day to day use of the Facilities and shall be deemed to include the corridors, lobbies, entrance and exit ways and open areas common to the Premises as a whole but shall not include any rooms or buildings which do not form part of the Facilities.

“**Competitor**”; means a person or business who provides services or facilities which are in competition with those provided by the Hirer.

“**Consequential Losses**”; means, without limitation, any loss of profit, loss of business, depletion of goodwill, loss of earnings, loss of anticipated savings, storage costs, administrative and overhead costs and collateral damage.

“**Equipment**”; means any equipment required by the Hirer during Hire Periods, brought on to the Premises by the Hirer or any Members of its Group.

“**Facilities**”; means the following facilities: the swimming pool; toilets, showers and changing rooms; on-site car park and studio connected to the swimming pool (at an Additional Charge).

“Group”; means a group of maximum four (4) Members, led by and including a Lead Member, who attend the Premises and use or intend to use the Facilities for the Intended Purpose as part a/the Session(s).

“Hire Fees”; means:

- (i) the fixed rate of £20 for pre-booked Sessions per week, when a minimum of 13 Sessions are booked per week;
- (ii) the daily charge of £25 for Session(s) that have not been pre-booked;

that shall be paid in accordance with clause 4 of this Agreement.

“Hire Period”; means the period of one or more Sessions, whether subsequent or not, depending on how many are booked by the Hirer from time to time on the condition that such Sessions are paid for in advance as set out within this Agreement.

“Intended Purpose”; means using the Facilities for swimming, physiotherapy exercises, rehabilitation exercises or any other exercises that may be carried out in the swimming pool, with a maximum of four (4) Members per Session.

“Lead Member”; means a Member, who is also the Hirer, and who assumes responsibility for the Group for each Session in accordance with this Agreement.

“Lone Swimmer(s)”; means a Member, who is also the Hirer but is not a Lead Member, nor is he/she a part of a Group, who wishes to use the Premises and Facilities for the Intended Purpose in accordance with this Agreement.

“Member”; any individual that is registered as a member of a Session(s), as part of a Group or is otherwise registered by a Hirer to benefit from the Intended Purpose and to use the Facilities for the Intended Purpose.

“Premises”; means the premises described as: the swimming pool only land and buildings of the Company at 108 Sandford Road, Chelmsford, Essex CM2 6DH,, which for the avoidance of doubt, shall include: the swimming pool and changing rooms; the studio, the on-site car park; and reception area.

“Session(s)”; means each one (1) hour and thirty (30) minutes session allocated as follows:

- (iii) Thirty (30) minutes for initial changing and set-up;
- (iv) Thirty (30) minutes for use of the swimming pool; and
- (v) Thirty (30) minutes for clearing up and changing afterwards.

“Terms and Conditions”; means the terms and conditions affecting not only the swimming pool but also the rules that must be adhered to at all times when utilising the Premises, whether or not for any Session(s).

“Third Party”; means a person, company or other entity who is not a party to this Agreement but who may be affected by its terms or provisions, whether directly or indirectly, and whose rights are identified and addressed in clause 20.

“Unforeseen Circumstances”; means circumstances beyond the reasonable control of the Company including (without limitation) strikes, lock-outs or other industrial disputes, war or threat of war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, closure by any statutory body or lawful authority, breakdown of plant or machinery,

terrorist activity, nuclear, chemical or biological contamination, fire, flood, storm, adverse weather conditions, storm damage, staff sickness or Act of God.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** does not include fax or e-mail.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. LICENCE TO USE

- 2.1 In consideration of the Hire Fees (and any applicable Additional Charges paid by the Hirer), the Company grants to the Hirer a licence to access the Premises in order to use the Facilities and Common Parts for each Hire Period for the Intended Purpose as set out within this Agreement.
- 2.2 The Company grants to the Hirer (and his/her or its Group) the right to pass and repass over the Premises for the purpose of and in conjunction with the rights contained in this Agreement.

3. DURATION

This Agreement shall commence on the Commencement Date and shall continue in force unless terminated in accordance with clause 13 of this Agreement and shall cover any and all Session(s) and Hire Period(s) booked by the Hirer or any Lone Swimmers as a result.

4. HIRE FEES AND ADDITIONAL CHARGES

- 4.1 The Hirer shall pay the Hire Fees and any Additional Charges (if applicable) to the Company for each Hire Period in full in advance of each Hire Period. The Hire Fees and any Additional Charges shall be

paid in GBP and payment shall be made by either bank transfer to the Company's account number (details available on request) or by credit/debit card if using the Company's online booking system.

- 4.2 The Hire Fees and Additional Charges are exclusive of any applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law.
- 4.3 All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.4 If the Hirer fails to make a payment due to the Company under this agreement by the due date or any payment made subsequently fails, then, without limiting the Company's remedies under clause 13, the Company may refuse access to the Hirer and any Member of its Group from the Premises and the Facilities.

5. HIRER'S RESPONSIBILITIES

- 5.1 The Hirer shall comply with the Terms and Conditions (which include within them the swimming pool rules) at all times which shall form part of this agreement and be legally binding on the Hirer, each Member, the Lead Member and any Lone Swimmer(s).
- 5.2 The Hirer shall be responsible for the conduct, liability, injury, risk and all other elements relating to or otherwise concerning all Members of its Group (if applicable) at all times, and, shall be liable for all acts or omissions of any Member(s) within such Group.
- 5.3 The Hirer shall ensure that all Equipment and materials brought to the Premises by the Hirer or any Members of the Hirer's Group comply with all relevant legislative and safety requirements, and shall keep records of all associated testing and inspections required by law.
- 5.4 The Hirer covenants with the Company that it will:
 - (a) not hold itself out as or permit other to believe that it is an agent, partner or associated body of the Company;
 - (b) (if applicable) ensure that all of its employees or staff members attending the Premises during the Hire Periods shall be suitably skilled, experienced and qualified for their respective roles;
 - (c) ensure that any Children attending as part of the Hirer's Group are accompanied by an adult and are properly supervised at all times whilst they are on the Premises and/or using the Facilities;
 - (d) use his/her or its best endeavours to observe and follow the rules and/or health and safety procedures communicated to the Hirer by the Company prior to the commencement or during each Hire Period;
 - (e) ensure he/she or it complies with all relevant laws including (without limitation) health and safety legislation whilst at the Premises;
 - (f) observe the Premises and Facilities' fire procedures (where relevant);
 - (g) operate a non-smoking policy at the Premises at all times;
 - (h) co-operate with the Company to ensure the security of the Premises;

- (i) at the request and discretion of the Company, inspect the Facilities with a representative of the Company either/both at the start and at the end of each Session, during which any defects or damage, whether existing prior to or caused during each Session, can be agreed and noted;
- (j) where the Hirer becomes aware of any damage to the Premises caused by the Hirer, any Members of its Group, visitors, agents or representatives, the Hirer shall report the same to the Company and shall be responsible for the costs of replacement or repair of the reported damage, as the case may be;
- (k) the Hirer shall fully reimburse the Company in relation to any repair or replacement referred to in clause 5.4(l) within 30 days of being presented with an invoice for the works completed;
- (l) for the avoidance of doubt, the Company reserves the right to undertake any replacement and/or repair work deemed necessary for health and safety purposes, at the earliest opportunity and present the Hirer with an invoice for the completed works thereafter;
- (m) only use the Premises and Facilities for the Intended Purpose;
- (n) not to use the grounds or buildings that do not form part of the Facilities under the terms of this Agreement otherwise than as set out within this Agreement;
- (o) keep the Facilities and Premises in a clean and tidy condition and leave them in the same condition at the end of the Hire Period as they were at the commencement of the Hire Period, save for any damages reported in accordance with clause 5.4(j);
- (p) use his/her or its best endeavours to preserve the good reputation of the Company and ensure nothing shall be done, permitted or omitted, contrary to any provisions made by or under any statute or bye-law in force from time to time;
- (q) to remove from the Premises any Member of its Group, visitor, agent or representative who, in the opinion of the Company, is not suitable to remain at the Premises after the same has been communicated to the Hirer;
- (r) not to use the Facilities or any other property of the Company other than for the normal use of that property or Facilities;
- (s) take such steps (including compliance with all safety instructions provided by the Company) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- (t) maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
- (u) remove the Equipment from the Premises immediately after the termination of each Session, unless subsequent Session are pre-booked by the Hirer or otherwise agreed in writing with the Company.

6. COMPANY'S RESPONSIBILITIES

6.1 The Company covenants to the Hirer that it shall:

- (a) remain responsible for the reasonably-required maintenance and upkeep of the Facilities;

- (b) co-operate with the reasonable requests of the Hirer to ensure smooth running of the Hirer's Group during Hire Periods (if applicable), including permitting the Hirer to bring Equipment on to the Premises reasonably required for the Intended Purpose .

For the avoidance of doubt, the Company shall not be liable for any loss, damage or liabilities incurred by the Hirer, any Members of its Group, any Lone Swimmer(s) and/or any Third Parties arising out of or in connection with any negligence, misuse, mishandling of the Equipment, or otherwise caused by the actions and/or omissions of the Hirer, any Members of its Group or any Third Parties during the Hire Periods or thereafter, whilst at the Premises.

- (c) (if applicable) provide the Hirer with any relevant key and security codes required to obtain full benefit of the Premises and/or the Facilities for the purpose of this Agreement during the Hire Period;
- (d) not permit a Competitor to use the Facilities during the Hire Period, unless otherwise agreed in writing with the Hirer.

- 6.2 If the Company is unable to perform any of its obligations under this Agreement due to Unforeseen Circumstances, the Company shall (where possible) serve notice on the Hirer in writing specifying the nature and circumstances giving rise to the Unforeseen Circumstances and shall have no liability to the Hirer in respect of the performance of its obligations under this Agreement for the duration of the period specified in the notice.

7. BOOKING OF FACILITIES

- 7.1 The Hirer shall be responsible for booking any Sessions in a Hire Period during which it wishes to use the Facilities during the Hire Period – such bookings shall be done using the Company's online system as part of which the Hirer raises an enquiry with the Company using its online system, which the Company then confirms or denies and only once such confirmation is received, is the booking confirmed. For the avoidance of doubt, any requests made using the online system of the Company are requests for those Sessions only and are not guarantees of those Sessions being booked or confirmed. Only once the Company confirms the booking of the Sessions will the Sessions be formally booked and reserved for the Hirer. Further details of the online booking system of the Company can be found in the Terms and Conditions which form part of this Agreement.
- 7.2 The Company reserves the right to allocate any Sessions, that remain available prior to the commencement of any particular Session or after its conclusion. The Company has discretion to allocate such available Sessions to any Members or Lone Swimmers that wish to use the Facilities as they think fit.

8. CANCELLATION

- 8.1 If for any reason the Hirer does not wish to proceed with any of the pre-booked Session(s), the Hirer shall provide written notice to the Company to this effect. For the avoidance of doubt, the Company shall be permitted to retain and the Hirer shall pay (where it has not already paid for any such Sessions in advance), the full amount of the Hire Fees and Additional Charges (as applicable) which, where paid in advance shall be retained by the Company and, where not paid for in advance, shall be immediately due and payable by the Hirer to the Company. The Company shall not be obliged and the Hirer shall not be entitled to a reimbursement or refund of any of the Hire Fees unless otherwise determined by the Company in its sole discretion.

8.2 For the avoidance of doubt, the Company reserves the right to re-allocate and offer to the public, immediately after cancellation, any Session(s) that have been cancelled, at its discretion and the Company shall have the sole discretion over any refunds (in whole or in part).

9. COMMUNICATION AND MEDIA

9.1 No filming, photography, or recording of any kind or for any purpose whatsoever by the Hirer (or any Members of its Group, visitors or representatives), is permitted at the Premises without the prior and express written permission of the Company and any other Hirers or their Groups on the Premises at the relevant time.

9.2 The express written permission of the Company is also required in relation to any filmed, photographed or otherwise recorded material as set out within clause 9.1, prior to the publication of such material in any format and in any medium whatsoever.

9.3 Any press release or promotional correspondence intended to be given or published by the Hirer where the Company, the Premises and/or the Facilities are referred to or mentioned, shall not be released without the prior written consent of the Company.

9.4 Any press release or promotional correspondence mentioning the Company or in reference to any letting or event taking place at the Premises, shall not be sent without the Hirer first obtaining written permission to such publications from the Company.

9.5 The use of the Company's logo or other brand identities utilised or associated with the Company is strictly prohibited. The use of the said logo and brand identities require the express written permission of the Company.

10. INSURANCE

10.1 The Hirer shall maintain public liability insurance throughout the term of this Agreement with a reputable insurer with cover for not less than £5 million in respect of public liability for its Group. A copy of the current year's schedule and proof of payment of the premium shall be provided to the Company prior to the Commencement Date.

10.2 If the Hirer fails to maintain such insurance to the satisfaction of the Company, or fails to produce any policies or receipts as specified in clause 10.1, the Company shall be entitled forthwith, at the expense of the Hirer, to effect and maintain such insurance and the Hirer shall pay on demand any sums expended by the Company for the purpose of maintaining such insurance.

10.3 The Hirer shall not do, nor omit to do, nor allow to be done, any act or thing whereby the Company's insurance may be invalidated (in whole or in part).

11. INDEMNITY

11.1 The Hirer shall fully indemnify the Company against all losses, damages, injury, costs, claims and expenses suffered or incurred by the Company (whether directly or indirectly and including those instigated by or in relation to third parties) caused as a result of any act or omission by the Hirer, its Group, employees, agents, representatives successors or permitted assigns or as a result of the negligence of the Hirer or its Group, employees, agents, representatives, successors or permitted assigns as well as any breach of this Agreement or non-compliance with legislation and statutory regulations applicable to the Hirer.

11.2 For the avoidance of doubt, under no circumstances shall the Company be liable for any indirect or Consequential Losses or damages which arise out of the performance of this Agreement or any breach of it by the Company or its employees.

12. LIABILITY

12.1 The restrictions on liability in this clause 12 of this Agreement apply to every liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.2 Subject to clause 12.3, the Company's total liability to the Hirer (including any liability for the acts or omissions of its employees, agents and subcontractors) shall not exceed the total amount of the Session(s) booked by the Hirer in the past 3 months.

12.3 Nothing in this agreement limits any liability which cannot legally be limited including but not limited to liability for: death or personal injury caused by negligence; or fraud or fraudulent misrepresentation.

12.4 Subject to clause 12.3, the Company shall not be liable under this agreement for any: loss of profit; loss of revenue; loss of business; or indirect or consequential loss or damage, in each case, however caused, even if foreseeable.

13. TERMINATION

13.1 Either party may terminate this Agreement at any time by giving the other party at least 30 days' notice in writing.

13.2 Without affecting any other right or remedy available to it, the Company may terminate this agreement with immediate effect by giving written notice to the Hirer if:

- (a) the Hirer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified to make such payment;
- (b) the Hirer commits a material breach of any other term of this agreement (including but not limited to the terms and conditions or swimming pool rules therein) which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so;
- (c) the Hirer repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the Company forming an opinion that its conduct is inconsistent with it having the intention or ability of giving effect to the terms of this agreement;
- (d) the Hirer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (e) the Hirer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Hirer with one or more other companies or the solvent reconstruction of the Hirer;

- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Hirer (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Hirer with one or more other companies or the solvent reconstruction of the Hirer;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Hirer (being a company);
- (h) the holder of a qualifying floating charge over the assets of the Hirer (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over all or any of the assets of the Hirer or a receiver is appointed over all or any of the assets of the Hirer;
- (j) the Hirer (being an individual) is the subject of a bankruptcy petition, application or order;
- (k) a creditor or encumbrancer of the Hirer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Hirer's assets and such attachment or process is not discharged within 14 days;
- (l) any event occurs, or proceeding is taken, with respect to the Hirer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2(d) to clause 13.2(k) (inclusive);
- (m) the Hirer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (n) the Hirer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their affairs or becomes a patient under any mental health legislation.

13.3 For the purposes of clause 13.2(b), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Company would otherwise derive from:

- (a) a substantial portion of this agreement; or
- (b) any of the obligations set out in clause 5,

over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

13.3 Termination of this Agreement for any reason, including frustration of contract, shall not affect any rights or obligations which shall have accrued or become due between the parties prior to the date of termination.

14. CONSEQUENCES OF TERMINATION

14.1 Upon termination of this agreement, however caused:

- (a) without prejudice to any other rights or remedies of the Company, the Hirer shall pay to the Company on demand:

- (i) all Hire Fees and other sums due but unpaid at the date of such demand (or where these have been paid in full in advance, these shall be retained in full by the Company);
 - (ii) any costs and expenses incurred by the Company in collecting any sums due under this agreement (including any, insurance, repair and legal);
 - (b) (if applicable) the Hirer shall vacate the Premises and the Facilities as soon as is reasonably practicable;
 - (c) for the avoidance of doubt, the Hire Period shall immediately cease.
- 14.2 Upon termination of this agreement howsoever arising including but not limited to pursuant to clause 13.2, any other repudiation of this agreement by the Hirer which is accepted by the Company, without prejudice to any other rights or remedies of the Company, the Hirer shall pay to the Company on demand a sum equal to the whole of the Hire Period that would (but for the termination) have been payable if the agreement had continued.
- 14.3 The sums payable pursuant to clause 14.2 shall be agreed compensation for the Company's loss and shall be payable in addition to the sums payable pursuant to clause 14.1(a).
- 14.4 Termination or expiry of this agreement shall not affect any of the Company's rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

15. MISCELLANEOUS

- 15.1 This agreement is personal to the Hirer and the Hirer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement. The Company can however, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement in its sole discretion.
- 15.2 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 15.3 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.4 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 15.5 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such

counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

- 15.6 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.
- 15.7 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice or communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and/or if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. A notice given under this agreement is not valid if sent by email or fax.
- 15.8 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.9 The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 15.10 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this agreement is deemed deleted under clause 24.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.11 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Agreeing to this hire agreement:

The Hirer (Lead Member) agrees to the hire agreement on behalf of themselves and each Loan Swimmer in their session.

THIS HIRE AGREEMENT HAS BEEN ENTERED INTO ON THE DATE THE BOOKING ORDER IS CONFIRMED AND PAID.

**THE HIRER MUST INDICATE THEIR ACCEPTANCE OF THIS HIRE AGREEMENT, INCLUDING THE TERMS BY AGREEING TO THESE USING THE ONLINE BOOKING SYSTEM OF THE COMPANY OR SIGNING AND BRINGING A HARD COPY TO THE POOL AND HANDING TO THE INDUCTION STAFF
ME**