

Terms & Conditions

(Last Updated June 3, 2021)

1. Welcome to the Swimbooker website and services

Please Read Carefully

The Swimbooker Website, services, and any other online platform is owned and operated by "Swimbooker" with Company Number 12915151 and business address; 2 The Morlings, Bearsted, Maidstone, Kent, United Kingdom, ME14 4FG. These terms and conditions set out the rules and guidelines for using the Swimbooker services; it also describes the laws that govern both our services ("services") and our users ("Consumers or Private Lake Owners"). When we refer to "You" within the document, we mean Users, Consumers, or Private lake owners, where we refer to "we," "us," "Our" refers to Swimbooker. We are committed to providing transparent services, so we hope you will use our Website transparently and legally as a user.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE THE SERVICES.

- 1) General
- 2) User Agreement
- 3) Copyright Policy
- 4) Description of Services
- 5) Periods for Making a Booking
- 6) Payment and Booking Confirmation
- 7) Your Rights and Obligation
- 8) User Eligibility
- 9) Private lake Description
- 10) Individual
- 11) Personal Information and Privacy
- 12) Acceptable User Conditions
- 13) Termination and Suspension
- 14) Your Intellectual Property
- 15) Swimbooker Intellectual Rights and property



- 16) Cancellations and Refunds**
- 17) Notice Of Copyrights Infringers**
- 18) Indemnify Us**
- 19) Other websites**
- 20) Damages**
- 21) Website Disclaimer**
- 22) Communications**
- 23) Children Policy**
- 24) Your Feedback**
- 25) Information Security.**
- 26) Revision to Terms of Service**
- 27) Governing Law and Jurisdiction**
- 28) Complaints**

2. User Agreement

By using the Swimbooker Services, you state that (a) you form a binding contract with swimbooker.com and Swimbooker; (b) you agree to comply with these Terms and all applicable local, state, laws, and regulations; and (c) you agree that The United Kingdom Copyright, Designs, and Patents Act 1988 protects Swimbooker contents and materials. Suppose you are using the Services on behalf of an entity. You agree to grant Swimbooker all license found herein and agree on behalf of the third party to all agreements found in this Terms.

3. Copyright Policy

Copyright (C) 2021(S) Swimbooker website and services are subject to the United Kingdom Copyright, Designs and Patents Act 1988. And to the express provisions of these terms found herein.

- Together with our licensors, we own and control all the copyright and intellectual property and materials rights found on the swimbooker.com website.
- All the copyright and other intellectual property rights in the Swimbooker.com website and the material are reserved.
- Swimbooker.com owns all copyright on all affiliated websites owned and controlled by Swimbooker.

4. Description of Services



Swimbooker operates an online marketplace for the leisure fishing industry in which consumers, a.k.a anglers, can make bookings for a private lake venue (named 'Fisheries') via the Swimbooker website. Please read all Private lake descriptions and warnings carefully before making your Booking, or perhaps do your research before booking a private lake venue. Swimbooker provides this website as the facilitator and not the private lake owner.

5. Periods for Making a Booking

As a registered consumer or User of the Swimbooker website, you can make your booking any time of the week. Please keep in mind that each Booking will be backed up with Swimbooker terms and conditions, however, the fishery owner will determine the availability of the private lake venue. Your continued use of the Swimbooker website and service constitutes your acceptance of the terms and conditions found herein.

6. Payment and Booking confirmation

When you make a booking for a Private Lake venue, you agree to pay the full total amount specified for the use of the private lake venue. You agree to complete the payment within 24 hours. For refund concerns, please see our cancellation and refund section below.

7. Your Rights and Obligation

This Agreement (referred to as "terms") set out the rights and obligations in connection with the Booking of any private lake venue found on the Swimbooker.com website (referred to as "Swimbooker"). The Swimbooker terms of Service solely apply as the complete terms and conditions. Contradictory terms or use terms that deviate from these terms shall not be recognized unless we have identified and have exclusively and in text form agreed to the validity of such.

8. User Eligibility

To access or use the Swimbooker Website, you must be 16 years or older to use the Swimbooker service and enter into these terms. You may not access or use the Swimbooker Website if you are a competitor of ours, or have intentions of collecting or utilizing our content for your purposes or if we have previously banned you from the website or closed your account.



9. Private Lake Description

Swimbooker implores all private lake owners to try to be as accurate as possible in describing each fishery (Private lake venue) listed on the Swimbooker website. However, Swimbooker does not warrant that a fishery (private lake venue) description or other content is correct, complete, reliable, current, or error-free.

10. 'Individual'

The Swimbooker Services are available only to individuals (users) 16 years or above and can enter into a legally binding agreement under United Kingdom law.

11. Personal Information and Privacy

Swimbooker is always committed to protecting every user's privacy. This statement is made in light of the European Union GDPR Data Protection Act ("the Data Protection Act") and the United Kingdom Data protection directive. When you register on the Swimbooker website to book a private lake venue or post a fishery for consumer booking purposes, we may collect and store some Sensitive PII about you ("personal identification information"). Swimbooker is committed to ensuring that your personal information is protected. Suppose you provide personal information to the Swimbooker website. In that case, it will only be used under The United Kingdom Data Protection Act 2016 and the European Union GDPR Data Protection Act ("the Data Protection Act"). Sensitive Personal Information can be defined as

- **Name**
- **Email Address**
- **Phone number**
- **Financial account information (Debit/credit card numbers)**

12. Acceptable User Conditions

Your use of and access to this Swimbooker website and the contents are subject to the following conditions ("Acceptable Use Conditions"), and you agree that failure to comply with any one of the Acceptable Use Conditions will constitute a breach of these Terms. The Acceptable Use Conditions are as follows:

- **No Fraud.** We do not tolerate Fraud in any capacity



- **No Interference.** You may not interfere with any other user's ability to use or enjoy our Services.
- **No Bullying.** You may not use our Services to threaten, abuse, harass, or invade the privacy of any third party.
- **Content Posted by You Must be Yours.** You may not upload, post, transmit or otherwise distribute or facilitate the distribution of content that is fraudulent or infringes on the rights of any third party, including, without limitation, patent, trademark, copyright, right of publicity, or other proprietary rights.
- **Your Materials Must Be Lawful and Appropriate.** You may not upload, post, or otherwise distribute or facilitate any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, indecent, or otherwise inappropriate information of any kind, including without limitation, any images or other material of a sexual nature.
- **Don't Damage Our Services or Servers.** You may not post or facilitate the distribution of software viruses or any computer code designed to disrupt, damage, or limit our Services' or obtain unauthorized access to our Services or Content or any data or other information of any third party.
- **No Collection of Personal Information from Other Users.** You may not collect information about other users of our Services or use any such information to transmit or facilitate the transmission of unauthorized or unsolicited advertising, junk or bulk email, chain letters, or any other form of unauthorized solicitation.
- **Be Yourself.** You may not impersonate or falsely state, or otherwise misrepresent your professional or other affiliation with any other person or entity.
- **Follow These Terms of Use and Conduct Rules.** You may not take any action on or through our Services that violates any applicable law or these Terms of Use.

If You violate these website guidelines, we reserve the right to remove You and any of Your Content from the Swimbooker site. Whether conduct violates our rules of conduct will be determined in Swimbooker's sole discretion

13. Termination and Suspension

Swimbooker retains the right to suspend or terminate this service without warning any user for violating any terms and conditions found in this Agreement.

14. Your Intellectual Property



As between Swimbooker and you, you agree to own all intellectual property regarding your User Content/private lake venue and any other materials created by you, including any designs, images, animations, videos, audio files, fonts, logos, illustrations, descriptions, and listing. Swimbooker does not claim ownership rights on your content. For the sole purpose of granting you the Service, you agree that we will need to access, upload and copy your User Content to our Swimbooker platform, including cloud services and CDN's, to perform display adjustments, and duplicate for backup.

15. Swimbooker Intellectual Property

Swimbooker retains all rights, title, and interest in the platform, the Swimbooker website performance, including response times, load averages, usage statistics, and activity logs (collectively, "Usage Information"), Usage Information, and any derivative works thereof. You will not copy or transmit any Material except if you are doing so for your personal, non-commercial use. All copyright, trademark, and other proprietary rights notices presented on Our Website must appear on all print copies. Other non-Swimbooker product, Service, or swimbooker.com designations belong to those respective third parties and may be mentioned on our Website for identification purposes only. You should contact the appropriate User (Fisheries owner) for complete information regarding such information and their lake description. Your use of and access to the Swimbooker Website does not grant you any license or right to use any of the marks included on the Swimbooker Website.

16. Cancellations and Refunds

Once you request a specific date to use a private lake venue, you should be committed to that date. Refunds and cancellations should be communicated directly to the fishery with which the User has booked. Refunds and cancellations are at the discretion of the fishery directly and will not be managed or processed by swimbooker directly.

17. Notice Of Copyrights Infringers

swimbooker's website and service complies with The United Kingdom Copyright, Designs, and Patents Act 1988, and we stand against anyone infringing upon another intellectual property. We are firmly against the exploitation of someone else's intellectual property. If you believe any of the Services violate your copyright, please notify our copyright agent in writing. The contact information for our copyright agent is at the bottom of this section.



For us to take action, you must do the following in your notice

- (a) Provide your physical or electronic signature;
- (b) Identify the copyrighted work that you believe is being infringed;
- (c) Identify the item that you think is infringing your work and include sufficient information about where the material is located so that we can find it;
- (d) Provide us with a way to contact you, such as your address, telephone number, or email;
- (e) Please provide a statement and evidence of the copyrighted content you believe and identified to infringe on your intellectual property.
- (f) Provide a statement that the information you provide in your notice is accurate and that (under penalty of perjury) you are authorized to act on behalf of the copyright owner whose work is being infringed.

We reserve the right to remove from the Website any User, who are repeat offenders of the Swimbooker Copyright policy. Here is the contact information for our copyright agent:

18. Indemnify Us

Subject to these terms, you agree to defend, indemnify and hold us and each of our officers, directors, employees, and agents harmless from and against any claim, cause of action, liability, expense, loss, or demand, including—without limitation—reasonable legal and accounting fees, arising out of, or in any way connected with your breach of these terms or the agreements made part of these terms by reference, your violation of any applicable law, and your use of or access to our Website, our paid services or the intellectual property.

19. Other Websites

The swimbooker site may contain links to other websites ('Third Party Websites'). swimbooker.com is not a partner to any third-party website and shall not be responsible for the contents, accuracy, and opinions expressed in such Third Party Websites (which are not investigated, monitored, or checked for accuracy or completeness by Swimbooker). Including any reference to any links or internet addresses on the Swimbooker Sites does not imply Swimbooker approval or endorsement of those sites. If a User decides to leave the Swimbooker Site and access Third Party Sites, the User does so at his/her own risk.



20. Damages

You (User) agree to be liable for any form of damages caused during the period of your booking. swimbooker is not liable for any damages caused by an angler during the period of booking.

21. Website Disclaimer

Swimbooker does not provide, own or control any of the services and Fisheries you can access through the Swimbooker Website (the "Swimbooker Products"). The Swimbooker private lakes are owned, held, or made available by third parties (the "Private lake owners"). The private lake owners are responsible for all lake venues listed on the Swimbooker website. The terms of the actual lake owner apply to your use of the lake venue, so you must also agree to and understand those terms. Your interaction with any private lake owner via the Swimbooker Website is at your own risk; Swimbooker does not bear any responsibility should anything go wrong with any privately owned lake venue booked via the Swimbooker website.

22. Communications

You agree to receive communications from Swimbooker in an electronic format; you acknowledge and understand all terms and conditions, notices, disclosures, and other communications that Swimbooker provides to you electronically will satisfy all legal requirements. The preceding does not affect your non-waivable rights. You retain the right to opt-out of receiving Electronic Communication from us; however, opting out may prevent you from receiving messages regarding Swimbooker services or special offers

23. Children's Privacy

Swimbooker respects children's privacy, and we are committed to complying with The GDPR Children's Online Privacy Regulation. This Children Policy describes our practices concerning collecting personal information from children under 16. This Site does not knowingly collect, use, or disclose personal information from children under 16 without prior parental consent. Neither do we provide Swimbooker services to children under 16 years of age except as permitted by the GDPR Children's Online Privacy Regulation.

24. Your feedback



We encourage you to share your reviews and feedback with us, and we promise to respect your view irrespective of the outcome, for it helps us improve our services and serve you better. However, you agree to grant Swimbooker irrevocable, perpetual, non-exclusive, transferable, fully-paid, worldwide license rights. To use, copy, modify, publicly perform, publicly display, reformat, translate, syndicate, republish (in whole or in part) and distribute such feedback we receive from you for any purpose, including business, commercial, marketing, advertising, or otherwise.

25. Information Security

Swimbooker is committed to protecting the confidentiality and privacy of your personally identifiable information. Please see Swimbooker Privacy Statement for more information about our collection, use, and protection of your personal information. By using the Site, you are explicitly consenting and agreeing to the Swimbooker Privacy policy. If you're located in the European Union, you expressly consent that Swimbooker may transfer, process, and store your data within and outside the United Kingdom.

26. Revisions to Terms of Service

At our sole discretion, we reserve the right to update, change or replace any part of these Terms of Service by posting updates and changes to the Swimbooker website.

27. Governing Law and jurisdiction

The laws of the United Kingdom govern these terms and conditions and your use of the swimbooker.com website and services. [\(Including that required by the European Union GDPR Regulation.\)](#)

Any disputes relating to these Services shall be subject to necessary arbitration.

28. Comments and Complaints

If you have any questions about these terms & conditions or wish to submit a claim or complaints, you can send us a message via info@swimbooker.com. We will respond to your complaints within 24 to 72 hours. We will investigate the problem and attempt to help with a resolution.

