

# First Swim Terms & Conditions

## Booking Classes

Class levels are based on your child's age and experience and it is your responsibility to check the correct level for your child prior to booking using the 'Find My Level' guide. All classes are booked through our website and are subject to availability. We cannot reserve spaces ahead of any calendar release date.

Existing customers have priority access to the new term calendar for 7 days at the midway point of their current term. After this time remaining spaces will be open to newly registered customers for 3 days before it is opened to all website visitors. The calendar closes when the new term starts.

## Price & Payment

Your booking is not guaranteed until you have fully paid for your class, completed the online booking process and received a confirmation email from First Swim. Check your spam folder if you do not see the confirmation email or contact [info@firstswim.ie](mailto:info@firstswim.ie) so we can investigate the issue. We do not accept cash payment for swim classes. BOIPA is the online methods of payment where you can use all major credit and debit cards.

Valid First Swim gift vouchers that have not expired can be used in conjunction with any card payment by using the unique code on the gift voucher at checkout. First Swim gift vouchers and other discount codes have special terms & conditions and cannot be exchanged for cash. Discount codes cannot be used as credit towards 'special offer' classes or products.

## Agreement

Your agreement with First Swim exists for the duration of the 10 week term for baby & toddler swim classes or for our Paediatric First Aid courses. For each new term you book after that, a new agreement will be created where you must again accept the booking T&C's. An agreement is created between the customer and First Swim during the booking process where you accept the booking T&C's, our Code of Conduct and our Assumption of Risk Liability. It is important that all the information you provide during booking is correct and true. The agreement will be cancelled with no refund offered if any of the information provided was found to be false. You cannot enter a legally binding contract until you are aged 18.

## Changes to confirmed bookings

First Swim reserves the right to cancel or move a confirmed booking in the event of a booking error by the company. Every effort will be made to place you on an alternate date and if this is not possible we will offer you a full refund.

### **Changes to a Booking(s) - Cancellations & Refunds**

First Swim adheres to European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (SI No 484 of 2013) which give effect to Directive 2011/83/EU on Consumer Rights, were enacted on 11 December 2013 and came into operation on 14 June 2014.

All cancellation requests must be made in advance by email to [info@firstswim.ie](mailto:info@firstswim.ie)

(i) You may cancel your contract (booking) within 14 days of your purchase to receive a full refund.\*

(ii) You may cancel your contract (booking) with 14 or more days to the start of your course to receive a refund minus a €50 administration charge per booking deducted from any refund before it is processed.

(iii) You may cancel your contract (booking) with less than 14 days to the start of your course, however no refund or credit will be offered.

(iv) You may cancel your contract (booking) after your term has started, however no refund or credit will be offered.

\*This does not apply if you purchase a term that is due to start in less than 14 days.

Any agreed refunds will be issued to the card you used to place the original order. This typically takes 5-7 working days. Please note refunds may take up to 30 days to be processed.

### **Changes to a Booking(s) - Missed classes**

If you are not able to attend part of or all of your term due to illness, holidays or any other reason outside the control of First Swim, we are not obliged to offer you a refund or credit for any missed lesson(s). We also cannot credit transfer any missed lesson(s) from your current term to an alternative term. (See catch-up classes policy below)

### **Changes to a Booking(s) - Classes in progress**

In the unlikely event where a lesson that has already started must be abandoned, First Swim is not obliged to refund or credit the lesson. A catch-up class will be offered if less than half of the class time has elapsed. No catch-up class will be offered if more than half of the class time has elapsed. Any catch-up class offered is bound by the terms of the catch-up lesson policy below.

### **Changes to a Booking(s) - Catch-up classes policy**

First Swim offers 2 free catch-up lessons per term, per booking and are strictly subject to availability. Catch-up classes must fit in around the existing calendar. First Swim will not create new calendar classes to accommodate catch-ups. The First Swim calendar is

extremely busy and we can only offer you a catch-up class if there is space. You may be offered a catch-up class outside your normal day and time. Catch-up classes can only be offered in classes of a similar level. We cannot mix you in with a different class level. Failure to show for any catch-up class will cancel your right to any further catch-up classes for that term. Catch-up classes can only be offered within the weeks of the term booked and catch-up classes cannot be carried forward into future terms. First Swim catch-up lessons are offered on a discretionary basis and have no cash value. Make-up classes are for emergencies and if you or your little one is sick. Personal holidays planned during your term do not qualify for a make-up class. Failure to notify us of your attendance on the day disqualifies you from receiving a make up class.

### **Changes to a Booking(s) - Cancelled Classes**

Should a situation arise where First Swim needs to cancel a class, we will make every effort to contact you in advance of your class. However there may be circumstances out of our control, that mean we have no time before your arrival where we have to cancel a class. We will make every effort to offer you a like-for-like class but cannot guarantee the day and/or time for these. Should we not be able to find a suitable alternative date then unfortunately the class(es) will be lost with no refund or credit offered.

We will do our best to offer you a class within the existing term or at the start of the next term. The class offered must be at the appropriate level but we cannot guarantee the timing of these classes.

**Late Arrival For Classes** - It is important that you arrive with ample time to be ready for the start time of your class. Please factor in busy traffic periods in the Sandyford area around school drop off and pickup time and also the time you need to change before your swim class. Guests arriving more than 5 minutes after the start time of the swim class will unfortunately not be allowed access to the pool as this will disrupt the teaching of that class. Missing a class due to late arrival does not constitute a free make-up session. We recommend arriving 10-15 mins before the start of your class.

**Minimum Class Numbers** - We require a minimum of 2 persons on any class to ensure that class goes ahead. If a class only has 1 person enrolled then we will have to close that class and move you to another date and time.

**Unforeseen Events** - Should First Swim classes be stopped by a government directive or local agency warning, we can only return to our schedule when it is safe to do so, guided by the available information at the time. Again we will do our best to accommodate customers with replacement dates but these are subject to availability and if we cannot find a suitable time and date we cannot issue refunds and unfortunately the class(es) will be lost with no refund or credit offered.

## **Health & Safety - Medical Conditions**

During booking we ask if there are any existing medical conditions for your baby or toddler and you or the guardian taking your child to the class. If the medical conditions change for any person from the time of your booking, you should inform First Swim. All information will be kept strictly confidential. If you are unsure about something, please consult your GP before taking part in our classes.

## **Compulsory Swimwear**

Babies on Little Dipper classes must use the double nappy system whilst in our pool. This is a properly fitted disposable or re-usable 'swim' nappy worn underneath a re-usable neoprene Smart Nappy. It is so important that the disposable swim nappy is the right size and that the Smart Nappy gives a snug and taut fit around the waist and thighs. These are available on our website. If you have any doubts about the size, contact our staff for advice

Toddlers on the Aquatots classes must wear Jammer shorts for swim lessons which are also available on our website shop. These shorts have elasticated waist and legs which reduce the risk of toilet accidents in the pool even if the toddler is toilet trained. Toddlers who are not yet toilet trained must wear a disposable or re-usable 'swim' nappy or pants underneath the Jammer shorts.

Babies and toddlers who are not using the double nappy system or who are not using the Swim Smart Nappy or Jammer shorts will not be allowed into the pool.

Adults must wear appropriate swimwear in the pool and changing room. Swimwear must be clean and designated for pool use only (no boardie's or rugby shorts).

## **Health & Safety - Illness – Can I attend classes?**

It is not just babies and toddlers that need to be free of illness to attend our classes but parents and guardians too. If you or your child has a significant illness, such as Covid 19, an ear or chest infection, conjunctivitis, measles, chicken pox, fever, diarrhoea or vomiting then please do not attend our classes. Symptoms must have cleared for at least 48 hours. If you are concerned about any medical condition please check with your GP before attending a class. The sniffles worry: We understand that babies and toddlers can just have the sniffles from time to time. As long as you are sure it is just the sniffle you can attend our classes.

## **Health & Safety - Supervision of Children on Premises**

Parents and guardians are responsible for the children in their care at all times while on the First Swim premises. Staff and management cannot take any responsibility for children left unattended in the café area, changing rooms or pool room. It is our policy that no child be left unattended on the premises.

Extra consideration should be given by parents or guardians arriving with more than one child as only the parent/ guardian and the child doing the swim lesson can enter the changing room and pool area. Children accompanying the parent/ guardian must have appropriate supervision in the café or pool viewing area. The changing room is a wet area and strictly off limits to all non-swimmers.

### **Health & Safety - Lost Property & Valuables**

First Swim will not accept any liability for items lost, damaged or stolen on the premises and customers are reminded that all property left on the premises is left at your own risk. Items found by staff or handed in by customers will be kept for up to 2 weeks. Unclaimed items after this 2 week period will be donated to charity. Lost items claimed by phone or email must still be collected within 2 weeks. Please use the lockers in the changing room to store high value items during your swim class.

### **Data Protection Policy**

Data Protection is the means by which the privacy rights of individuals are safeguarded in relation to the processing of their personal data. First Swim will not use or pass your private details to any third party without your prior consent.

First Swim will only use your personal information to send you business updates, class information and general notifications that may benefit you. You can unsubscribe from all First Swim correspondence at any time. Please see our First Swim Privacy policy for more information.

### **Changes to terms and conditions**

First Swim may change our booking terms and conditions at any time. This does not affect your statutory rights.

### **Merchandise**

First Swim reserves the right to withdraw any products from their online and in-store shop at any time and/or remove or edit any materials or content on our website.

Refunds or in store exchanges of merchandise may be given within 14 days from the date of purchase for products of saleable quality returned in the original saleable condition, in their original packaging, with the relevant online dispatch note or store online receipt. Refunds will be credited to the original tender used to process the payment.

### **Queries & Complaints**

We strive to provide the best possible service at all times. However, there may be times when you think we can improve that service. Or, there may be times when you want to tell us about something we have not done well. You can contact us by the email or phone found on the Contact Us page.