

# First Swim Terms & Conditions

## [1] 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.
- An agreement is created where you accept the booking T&C's, our Code of Conduct and our Assumption of Risk Liability.
- The agreement will be cancelled with no refund offered if any of the information provided was found to be false.

## [2] CHANGES TO 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.

## [3] CLASS MOVES & MISSED CLASSES

- We do not offer class moves after week 2 of the swim term
- We do not offer refunds or credit for any missed lessons

## [4] CANCELLATIONS & REFUNDS

- Cancellation requests must be submitted by email to [info@firstswim.ie](mailto:info@firstswim.ie)
- Right to cancel under the European Union (Consumer Information, Cancellation, and Other rights) Regulations 2013 does not apply to First Swim
- FULL REFUND: You may cancel your booking within 7 days of your purchase to receive a full refund if there are 14 or more days to the start of your swim class
- 50% REFUND: You may cancel your booking with 7 or more days to the start of your class to receive a 50% refund
- NO REFUND: You may cancel your booking with less than 7 days to the start of your course, however no refund or credit will be offered
- NO REFUND: You may cancel your booking after your term has started, however no refund or credit will be offered
- Refunds takes 5-7 working days. Please note refunds may take up to 30 days

## [5] ABANDONED CLASS

- 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.

## **[6] CATCH-UP CLASS POLICY**

- Each booking has 2 offered catch-up classes per term
- Catch-ups can only be offered on existing classes where there is space
- Catch-up classes can only be offered in classes at the same level or lower
- Failure to attend a catch-up class will count as one of your 2 for that term
- Cancelling a catch-up class on the day will count as one of your 2 for that term
- Catch-up classes cannot be rolled over into a new term
- Midweek classes can catch-up on the weekend for an additional fee

## **[7] CANCELLED CLASSES**

If a lesson is cancelled we will offer you credit for the value of that lesson, provide a replacement lesson or offer you a refund

## **[8] NO SHOWS FOR CLASSES**

- No-shows will not qualify for a catch-up class and you will be marked as absent
- You must notify us before the start of your scheduled class time if you plan not to attend

## **[9] LATE ARRIVALS**

Guests arriving more than 5 minutes after the start time of the swim class will not be allowed access to the pool

## **[10] MINIMUM CLASS NUMBERS**

We require a minimum of 4 persons on any class to ensure that class goes ahead

## **[11] DEFERRALS**

- An admin fee of €50 is applied to all deferral requests
- Credit for remaining classes is applied to your account less this admin fee

## **[12] TERM ATTENDANCE**

- Only those with a 50% or more attendance during the current term will be offered a space on the next level re-enrolment
- Those with less than 50% will be offered the same level on the new swim term

## **[13] NEW TERM EVALUATIONS**

During the first 2 weeks of each new term, the swim teachers evaluate whether or not the level you have chosen is the best level for you. We may move you up or down a level best suited to your child's needs based on that feedback

#### **[14] UNFORESEEN EVENTS**

Should First Swim classes be stopped by a government directive 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

#### **[15] 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.

#### **[16] COMPULSORY SWIMWEAR**

- Babies on the Little Dipper classes must adhere to the double nappy system
- This is a disposable 'swim' nappy worn underneath a Splash About Happy Nappy
- No other neoprene nappy brands are allowed
- Toddlers on the Aquatots classes must wear Splash About Jammer shorts
- Toddlers not yet toilet trained must wear a disposable 'swim' pants underneath
- Those not complying with the our swimwear policy will not be allowed into the pool
- Adults must wear appropriate swimwear in the pool and changing room
- Adult swimwear must be clean and designated for pool use only

#### **[17] ILLNESS & ATTENDANCE**

- Babies, toddlers and parents need to free of illness to attend our classes
- Please do not attend if you have Covid 19, ear or chest infection, conjunctivitis, measles, chicken pox, fever, diarrhoea or vomiting
- Symptoms must have cleared for at least 48 hours before you can attend
- Sniffles worry: We understand that babies and toddlers may have the sniffles from time to time. As long as you are sure it is just the sniffles you can attend our classes

#### **[18] SUPERVISION OF CHILDREN**

- 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. No child be left unattended on the premises
- The changing room is a wet area and strictly off limits to all non-swimmers

### **[19] POOL TEMPERATURE**

- First Swim have a minimum operating temp of 29C. We will not run classes below this
- Our optimum teaching temp is 33C and this is what we strive to achieve for each class
- If the pool temp drops below 29C we will cancel classes and offer a make-up session

### **[20] LOST PROPERTY & VALUABLES**

- First Swim will not accept any liability for items lost, damaged or stolen on the premises
- 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 items during your swim class

### **[21] POOL SIDE RULES**

- Spectators are not allowed poolside. Strictly 1 parent per child
- No photography is allowed in the pool or the TV viewing area
- Do not wear flip-flops to the pool as these offer no traction on wet surfaces
- Do not enter the pool or the pool room when no teacher is in attendance
- Do not enter or exit or pool using the ladder while holding your child

### **[22] DATA PROTECTION**

- First Swim will not pass your private details to any third party without 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.

### **[23] MERCHANDISE**

- 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.

### **[24] OFFICIAL COMMUNICATION**

- Instagram, Messenger and WhatsApp are platforms that we use from time to time but these are not official forms of comms for First Swim
- We will always prioritise contact via email to [info@firstswim.ie](mailto:info@firstswim.ie) or through our phone on (01) 4370944

# Code of Conduct

The purpose of this document is to provide the best possible environment and experience for you and your child and for the safety and wellbeing of all visitors to our centre.

## General

- You should arrive at the pool 10-15 minutes before your scheduled class time to allow the class to start on time. **IMPORTANT:** If you arrive at reception more than 5 minutes after your scheduled class start time you will not be permitted entry to the pool.
- Any elements of the classes that you missed due to late arrival will not be repeated as we must keep to the schedule and start the next class on time.
- You should familiarise yourself with the fire exits and escape procedures.
- We allow only one parent/guardian in the pool with each baby or toddler. Guests and visitors are not allowed in the changing room but can use the pool viewing area and café.
- No bags or belongings of any description are allowed poolside.
- Buggy's and car seats are not allowed in the changing rooms. We have a buggy park and car seat shelf located by reception. Use this facility at your own risk.
- All property left within First Swim premises is done so at your own risk. We are not responsible for any items lost, damaged, or stolen.
- Photography and video recording are not allowed either poolside or from the viewing area.
- Please follow all communication from the First swim staff on how to behave both in the pool and around the premises.
- First Swim will not tolerate any abusive, violent, or unreasonable behaviour towards our staff, other customers or our commercial & residential neighbours.

## Health & Safety and Hygiene

- First Swim operates a strict double nappy system for all babies toddlers until they are toilet trained. This is a properly fitted disposable swim nappy worn underneath a reusable 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. If you have any doubts about the size, contact our staff for advice. Other children's swimwear is allowed as long as our double nappy policy is adhered to.
- 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)
- You must ensure those in your care are under your direct supervision from the time of your arrival until departure. Children must not be left unattended at any time.
- 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 and stools returned to normal before you can attend. If you are concerned about any medical condition please check with your GP.
- All footwear including socks must be removed and placed in the footwear shelf before entering the changing rooms.
- Do not leave used nappies on the changing room floor or in the cubicles. Please dispose of them in the nappy bins provided.
- There is strictly no eating in the changing room or pool area (with the exception of baby milk). Please use the café before or after your class.
- The other No's: No animals allowed on the premises; No smoking or vaping on the premises; No scooters or other similar children's vehicles; No glass containers or bottles.

# Code of Conduct

## Changing room & pool

- Please use the lockers in the changing room for your belongings.
- Pay attention to the information provided by your instructor. Please make sure you wait to enter the pool in the designated waiting area. Do not enter the pool whilst there is another class in progress and only when requested by your Instructor. Do not enter the pool if your Instructor is not in the water.
- While poolside waiting for your lesson, both you and your child should not disturb the current class being taught. If your child is unsettled please remove yourself to the changing room until your class starts.
- Your child's behaviour must remain reasonable and respectful of the First Swim staff while on the premises. Repeated disruption and/or unacceptable misbehaviour could result in removal from the course with no refund.
- Please do not run in the changing room or poolside.
- Entry to the pool is by ladder. Please use the handrail at all times and ascend/descend using one step at a time.
- You must not enter the pool carrying your child. Please wait for the instructors assistance with this.
- Please report all accidents, dangerous occurrences, unsafe or unhealthy conditions or other hazards to your instructor.

## Café Area

- We would ask all customers to be respectful of the facilities in the café area and remember that this is an area for all customers. Please refrain from putting your feet/shoes on our furniture and please do not sit on the tables.
- The microwave, bottle warming stations, high-chairs and tables are all for communal use.
- Babies and toddlers should be supervised at all times as the café area can be a busy place with people drinking hot beverages. Please keep the walkways clear for arriving customers and be mindful of other café users.
- Please leave your table area in a reasonable condition so another guest can enjoy their time after you.
- WIFI is free and we ask that guests be respectful with regards to the volume and content of any media used while on our premises.

# Assumption of Risk

Please read this Assumption of Risk agreement carefully as you will need to confirm you have understood and accept it before your booking with First Swim can be finalised.

This statement informs you of the risks involved with swimming and sets out the circumstances under which you, your Spouse/Partner, your child, child's legal guardian or those 'in whose care you have placed your child to attend First Swim, will participate in and which is undertaken at your own risk. During the online booking process, you will need to agree to our Risk Agreement. This is a condition of attending any of our courses. A binding contract comprising of this Risk Agreement will come into effect once your booking has been processed.

**IMPORTANT-** Swimming, which takes place in, on or around any body of water or in the immediate area of any body of water has obvious inherent risks including, but not limited to drowning. When attending for the purpose of taking part in or viewing any First Swim swimming session you must ensure that you, those in your care, and those accompanying you, follow First Swim's Code of Conduct to keep your child safe.

**HEALTH-** During the online booking process or following the start of the booked swimming session(s), you must inform First Swim of any medical condition diagnosed for your child and where applicable, those in whose care you have placed your child for the purposes of swimming with First Swim. If you have any concerns regarding health issues and swimming, it is advised that you contact your GP or Health Visitor prior to the agreement of this statement and participation in any First Swim swimming session.

**EXCLUSIONS-** Neither First Swim, its employees or instructors, accept any responsibility for any death, injury or loss suffered nor damage to any part of the swimming pool or building in which the pool is located, or any adjoining lands, buildings or boundaries caused by you, your child, or those in whose care you have placed your child, for the purposes of swimming with or observing First Swim, resulting from any conduct, matter or condition under your or their control, which amounts to contributory negligence whilst attending any First Swim swimming session.

Neither First Swim, nor its employees or instructors accept any responsibility for any damage, discolouration or tarnishing to any items of jewellery, including watches, worn by you, your child or those in whose care you have placed your child, for the purposes of observing or swimming with First Swim.

In the absence of any proven negligence, lack of due diligence or breach of duty by the instructor(s), First Swim, or its' employees, the participation of you, your Spouse/Partner, child, or those in whose care you have placed your child for the purposes of attending or observing First Swim swimming sessions is done so entirely at your and their own risk. This Assumption of Risk also extends to any other person(s) who may voluntarily or otherwise, accompany you, your child, your Spouse/Partner, or those in whose care you have placed your child for the purposes of observing or swimming with First Swim.

I acknowledge this document and have read all the terms before completing my booking and agreeing. I also confirm that I am over 18 years of age. First Swim is unable to enter into a binding agreement with persons under the age of 18.



8<sup>th</sup> of May 2025

To whom it may concern

Re.: First Swim Limited  
(Unit 10 The Plaza, Beacon South Quarter, Sandyford, Dublin)

Flynn Accounting & Tax Services Limited (TaxAssist Accountants) is acting as an accountant to Colin Mac Andrias at Swim Limited (Reg. number 694216, Tax number 4038073EH). Colin is the director of the company with 100% shares in the business.

His basic salary is €45000 per annum excluding any dividends or bonuses.

Should you require any further detail in relation to our clients' payroll or tax affairs, please do not hesitate to contact me directly.



Yours sincerely

Eamonn Flynn  
(FCCA, BComm, MMII)

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