

Club First Swim: TERMS AND CONDITIONS

Please read these terms and conditions carefully as you will need to confirm you have understood and accept them before paying for Club First Swim

These terms and conditions cover the Club First Swim enrolment service offered by First Swim Limited and do not cover any other service

### 1. Club First Swim

#### The Service

For a fee a series of bookings are made for future terms for you by First Swim ahead of general release sale of those terms. All bookings are subject to availability. Club First Swim covers and enrolment period of 12 months from the date of purchase.

The service is available for customers of a specific class of a specific day and a specific time to retain that space (day/time) on each subsequent term from the date of purchase, using the customers most recent purchase as the 'baseline' booking on which subsequent bookings will be made. A Club First Swim enrolment fee is payable for each customer and covers bookings made for their family members only. Club First Swim reservations always apply to a term not yet released for general sale and cannot be retrospectively applied to terms that may have already started or being on sale before its start date.

Club First Swim is available for existing customers only who have a space on an existing lesson on a term not yet released — customers may be considered for Club First Swim if they have attended the same day/time class previously for more than 2 complete terms.

In the week before a term is offered for general sale, First Swim will notify you that your reservation has been created and to finalise the booking payment is required.

A period between the notification and the general sale of the term (not less than 4 days) will be available to complete payment for the term of lessons (Booking).

Upon making payment for the booking the booking is confirmed and will not be resold. Please note that First Swim reserves the right to change lessons even at short notice, in the event of a lesson being changed then a full refund for the booking and the Club First Swim service would be available.

First Swim do reserve the right to change our course timetables. We aim to keep any changes to a minimum, but should we need to we will contact you via email, phone or text and offer you an alternative time/day. If this revised slot is unacceptable to you, then we will offer a full refund.

The service does not quarantee the same instructor across terms.

First Swim reserves the right to withdrawal in full or in part the Club First Swim service and will refund valid customers appropriately should this be the case.

#### Purchase

Club First Swim is purchased through our website and is subject to availability.



As part of the booking process you will need to specify the correct 'Enrolment type'. This is used by First Swim to correctly identify your lesson.

All requests to enrol are validated and invalid requests may lead to the loss of the fee paid or the charging of a £12.50 Administration fee. An invalid request may be due to incomplete details, wrong details or incorrect information about your existing booking.

## Payment

To pay for Club First Swim, you will need to make payment in full. A receipt (from First Swim) for your order will be emailed to you, If for any reason you do not receive this email, please contact info@firstswimlondon.co.uk so we can confirm your booking has been made.

Stripe Inc is our card processor and will process your payment details and First Swim will not have access to them.

First Swim may offer discount codes to new and existing customers for various promotional reasons. Discount codes can only be used online during the booking process. Discounts cannot be applied after payment is complete. First Swim will not offer credit or refund any discount offer after the process is complete. Discount codes cannot be used with any other offers. Please note Discount codes cannot be redeemed for cash.

# Agreement

To complete a purchase of Club First Swim, you will need to have read and accepted our (i) Club First Swim Terms and Conditions. Once your booking has been processed, this contract will immediately come into effect.

Your agreement with First Swim exists for a 12 month duration from the date of purchase. During this period First Swim will endeavour to make every reasonable effort to reserve the same space (Same day of lesson and same time of lessons) for all terms commencing between the start date and end date of this agreement. First Swim reserves the right to changes lessons offered each term and should the situation arise where the lesson offered at the same time/ same day as your current booking be inappropriate for your child then an alternative lesson will be offered. If the alternative is not suitable then First Swim reserves the right to cancel the agreement and refund in full or on a pro-rated basis the fee paid. First Swim does not discuss or enter into legal contracts with persons under the age of 18.

First Swim reserves the right to withdraw from the agreement with no refund if the information you have provided during the booking process or term is proved to be deliberately false or incorrect.

First Swim reserves the right to withdraw from the agreement with no refund if there is infringement of the national or local health and safety requirements/policy and/or First Swim Code of Conduct.

First Swim may, at its own discretion, refuse entry to a client to its courses if it is felt that the client's behaviour is unreasonable.

## Cancellations and Refunds



We ask that you request a cancellation of a confirmed booking via email to <a href="mailto:info@firstswimlondon.co.uk">info@firstswimlondon.co.uk</a>. Refunds are issued Club First Swim purchases cancelled with in the first 28 days' of purchase or more to the notification period of a term going on general sale and an administration fee of £10 will be charged. Charges will be deducted from any refund before it is processed. Refunds cannot be processed after this time, irrespective of circumstances.

# Data Protection Policy

First Swim will not use or make available any personal information that we hold to any third party not directly responsible for or connected with the administration of your booking.

First Swim will not use your personal information except to send you promotions, mail marketing, course information and notifications. If you prefer not to be sent any correspondence from First Swim, please contact us by email at info@firstswimlondon.co.uk.

First Swim collects information about you when you book a swimming course, take part in promotions, competitions, costumer surveys and questionnaires or when you contact us e.g. in writing, call or email us.

Please read First Swim Privacy Statement for more information.

## Information Accuracy

First Swim ensures that all the information provided in our documentation or by any other mediums such as our web site, www.firstswimlondon.co.uk is accurate. Where we are aware of any changes following the receipt of your completed booking documentations and payment, we will make every effort to inform you prior to the start of your lessons.

### Amendments to Terms & Conditions and Statutory Rights

First Swim reserves the right to amend its booking terms and conditions and associated documentation at any time. These Terms and Conditions do not affect your statutory rights.