

## 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 your booking with First Swim can be finalised.

These terms and conditions cover bookings for both swim lessons (i) and First Swim photoshoots (ii)

### 1. Swim Lessons

#### The Course

When you place a booking online, you will receive a 'First Swim Welcome Pack' along with your booking confirmation email. This includes helpful information for your upcoming term including details of how to get to First Swim, procedures for the day, general information, and handy tips.

We do reserve the right to change our course timetables and we aim to keep any changes to a minimum before the commencement of term. Should we need to change your booked class, we will contact you and offer you an alternative time/day. If this revised slot is unacceptable to you, then we will offer a full refund.

We do aim to ensure that the same teacher is scheduled for all the lessons in your term but unfortunately, we cannot guarantee this. Refunds cannot be issued in the event of your teacher changing or being substituted.

Teacher training and development is key to our centre and therefore it is sometimes necessary for a second teacher to join classes for training purposes.

First Swim's **Code of Conduct** is part of our Terms and Conditions. Anyone booking for lessons on First Swim premises has an obligation to read and follow this [Code of Conduct](#) and to ensure that any accompanying guests do so.

#### **Catch-up Lessons (applicable to Baby and Toddler lessons only)**

First Swim offers **up to 3** free catch-up lessons per term, per booking, which can be booked from **week 2** of the term.

Your attendance is managed online in your First Swim account (from your phone, tablet, or desktop) Here you can mark if you are going to be absent from your scheduled lesson/s. If eligible, you can book a catch-up lesson/s by searching our available spaces and selecting a day/time that is most suitable for you.

Once a catch-up is booked, it cannot be rescheduled as they can only be booked once. If you can no longer attend your catch-up, please do mark yourself as absent so the space is available for other customers.

There is a high demand for catch-up lessons and as such, they are **subject to availability**, and we therefore cannot guarantee that a space will always be available. If you are restricted in your availability (e.g. if you are limited to attending at weekends) you will find catch up places are harder to book in. Please bear this in mind when booking a course of lessons.

We do politely remind customers that our catch-up lessons are offered on a discretionary basis, so they cannot be credited or refunded if missed, or exchanged for a cash value.

Catch-up lessons can only be used within the term dates, we cannot roll these into subsequent terms.

We cannot offer any catch-up lessons for Kick-Start Kids.

## **Health & Safety**

It is our priority to ensure that your visit is as safe as possible.

Please familiarise yourselves with the fire plan on first arrival. In the event of a fire alarm please proceed to the nearest fire exit and make your way to the fire assembly point shown on the Fire Plan. First Swim Team Members will be on hand to help. **DO NOT STOP TO COLLECT PERSONAL BELONGINGS.**

You must read and adhere to any health & safety notices posted in the premises and if you do not understand any notice or sign, please ask a First Swim Team Member.

You must comply with any reasonable requests made by the members of staff in relation to matters of health and safety.

Any COVID-19 messages related to Health & Safety will take precedence over other measures.

## **Medical Conditions**

It is your responsibility to disclose any medical conditions that may impact you or your child's ability to safely take part in your swim lessons, and you must warrant that you are in good enough health to undertake the activities at First Swim.

If you have high or low blood pressure, heart disease, cardiac irregularities, asthma and/or diabetes, or if you are pregnant, you should consult your doctor prior to using our facilities. If you are in any doubt, please consult a medical professional/GP before taking part. We recommend that Asthmatics bring their inhalers poolside.

## **Mandatory Swimwear**

For health & safety and hygiene reasons, First Swim operate a strict double nappy system for all babies and toddlers until they are fully toilet trained.

The double nappy system is a disposable swim nappy worn underneath a Swim Smart Nappy (reusable neoprene nappy). The Swim Smart Nappy should fit with a tight snug around the child's waist and thighs. Your child is welcome to wear a swimsuit, trunks, or an eczema suit however they will still have to wear the double nappy system underneath if not toilet trained. Adults must wear appropriate swimwear.

## **Illness**

Babies frequently get colds and if it is just the sniffles then it is fine to bring them along. If they have a bad cough, temperature or are generally quite miserable with it, then we would advise you to stay at home.

We politely ask that you do not attend your lesson if you and/or your child have any illness that you could pass on to others, cause contamination or that is making you or your child feel unwell. Common highly contagious illnesses include Covid-19, conjunctivitis, measles, chicken pox and impetigo – this is not an exhaustive list.

Unfortunately, there is strictly no admittance to the centre if you or your child are suffering from diarrhoea or vomiting. The symptoms must be fully recovered, and stools returned to normal before you can attend.

If you are concerned about any medical condition, we ask that you always check with your medical professional/GP before coming to any lessons.

## **Supervision/Children in the Premises**

All children visiting (either for lessons or viewing) are the responsibility of the accompanying adult and must always be supervised during their time in the premises, including the changing rooms. First Swim Ltd and its staff cannot take any responsibility.

To ensure safety at all times, no child under the age of 10 can be left unattended in any area of First Swim. Any child, including attending siblings, who come into the premises, must be under direct adult supervision at all times. Only one adult and the child participating in the lesson are allowed in the wet areas. If you are in the pool with your child for a lesson, any siblings under the age of 10 must remain in the coffee shop and be accompanied by a supervising adult. If a child is found to be unattended, this may result in classes being stopped until the accompanying adult is located.

First Swim Ltd and its staff cannot take any responsibility for children left unattended.

## **Kid's Lessons**

All children attending our Kids Lessons must be fully toilet trained.

Please ensure children are ready to enter the pool 5 minutes before the start of the lesson. Adults must accompany the children into the changing room and get them dressed before and after the lesson, and ensure they reach poolside for the teacher to collect them. We ask that all parents/guardians remain in the premises, observing the lesson from the viewing area for the duration of your child's lessons and sign a consent form at the start of every term.

Throughout the lessons your child's behaviour must remain reasonable and respectful of the teacher and their environment, pool, and premises. Any repeated disruption or unacceptable misbehaviour could result in removal from the course. This is solely at First Swim's discretion and refunds would not be given in this instance.

We do not offer catch up lessons for Kids courses.

## **Photography and Video Recording**

Please note that First Swim does allow spectators to take photos and video during your lesson(s) from the spectators' area. We do ask that any photos that are of your own child only and not the rest of the group.

Photos and/or video recording may only be taken from the spectator's area. No photography or filming (including mobile phones) may take place in any changing and pool areas.

If you have any concerns regarding other parents/viewers taking photos or videoing during your lesson(s), please email us at [info@firstswimlondon.co.uk](mailto:info@firstswimlondon.co.uk) before the term starts and allow us to inform your class and outline any restrictions. Subsequently, we ask that any individuals who have requested not to be photographed or videoed are respected.

Please note you have a legal responsibility of not publishing or sharing any photo(s) or video(s), including other adults or minors without their permission. First Swim reserves the right to expel any person(s) who fails to comply with these guidelines.

## **The booking process**

Our lessons are booked through our website and are subject to availability. Unfortunately, we cannot hold spaces on classes in advance due to the limited number of spaces in each lesson.

All existing customers are given early notice of lessons becoming available for booking, in advance of communication out to others. Our 'Club First Swim' membership is available to existing customers wishing to keep the same space (time/day of lesson). For full Terms and Conditions visit the link [here](#)

As part of the booking process, we will ask you to register with First Swim. This is done simply by completing the 'create account' process. Returning customers can make future bookings by entering their username and password when prompted.

## **Payment**

To complete a booking, you will need to make payment in full. Payment can only be accepted as part of the online booking process. Your booking is not guaranteed until you have completed the booking process and received a confirmation email from us. If for any reason you do not receive this email, please contact [info@firstswimlondon.co.uk](mailto: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. Some Discount codes cannot be used with any other offers (please refer to the details of the discount code when issued). Please note Discount codes cannot be redeemed or exchanged for cash.

## **Agreement**

To complete a booking, you will need to have read and accepted our (i) **Terms and Conditions**, (ii) [Assumption of Risk agreement](#) and (iii) our [Code of Conduct](#). Once your booking has been processed, this contract will immediately come into effect.

Your agreement with First Swim exists for the duration of the booked term. A new agreement will be created for each new term booked in line with our booking procedures and current Terms and Conditions. First Swim does not discuss or enter 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 or is in breach of our Code of Conduct.

## **Changes to your booking**

First Swim will consider making changes to your booking after confirmation is complete and/ or following the start of term. Changes however cannot be guaranteed. If you wish to make a change to a booking contact [info@firstswimlondon.co.uk](mailto:info@firstswimlondon.co.uk) and we'll do our best to help. We reserve the right to apply an administration charge of £12 for making any changes.

## **Cancellations and Refunds**

We ask that you request a cancellation of a confirmed booking via email to [info@firstswimlondon.co.uk](mailto:info@firstswimlondon.co.uk). Refunds are issued on bookings cancelled with 28 days' notice or more to the start date of a term and we reserve the right to charge an administration fee of £20. Charges will be deducted from any refund before it is processed.

Any agreed refunds will be issued to the card you used to place the original order. This typically takes 5-7 working days dependent on your bank/card issuer. Please note refunds may take up to 45 days to be processed.

If you wish to cancel a confirmed booking within 28 days of the start of a term, you will be issued with a credit note and no refund will be issued. The value of the credit note will be equal to the value of the term fee, and we reserve the right to charge £20 administration fee. Please note the Credit Note must be used within 12 months from the day of the original booking. Please note Credit Notes are not transferable to any other person and cannot be refunded. Our full credit/voucher terms and conditions can be found [here](#)

If you wish to cancel a confirmed booking once the term has already started, no refund or credit will be offered.

### **Missed Lessons**

First Swim are unable to refund or credit for any missed lesson(s), this includes any lesson(s) missed due to illness of either parent/guardian or child, holidays, or non-attendance. First Swim will not refund, credit, or transfer any missed lesson(s) from your current term to an alternative term.

### **Lessons in Progress**

Should a lesson already be in progress (or about to start) and must be stopped for any reason, First Swim is not obliged to refund or credit the lesson. If the lesson has been running less than 20 minutes when stopped, we will offer you a catch-up lesson within our catch-up lesson policy. If the lesson must be stopped for any reason after 20 minutes, no catch-up lesson can be offered.

### **Cancelled Lessons**

There may be circumstances out of our control, where we are unable to provide you with your lesson. First Swim will make reasonable efforts to communicate this to you via email and/or text message in advance of your lesson.

Where a single one of your planned lessons is cancelled due to circumstances out of our control, First Swim will offer available places on other, level appropriate, planned lessons within the timetable/remainder of the term or a 4-week period thereafter. First Swim cannot guarantee the timing of these sessions will be appropriate for your schedule. In the event that no suitable alternative can be found or offered then unfortunately the lesson will be lost, and no refund or credit will be given.

All reasonable and practical effort is made by First Swim to provide you with your lessons, however in the instance where more than one of your lessons is cancelled during a term of lessons and/or an extended period of closure is necessary as a result of circumstances outside of our control, it is highly likely that First Swim will unfortunately be unable to provide you with your lessons and the affected lessons will be lost and no refunds/credits will be given.

### **Lost Property and Valuables**

All property left within First Swim premises is left at your own risk. First Swim will not accept any liability for articles lost, damaged or stolen in any First Swim Centre – any lost property will be kept for up to 4 weeks (if the item is small and can be practically stored). Larger items will be kept for up to 2 weeks. Any unclaimed lost property after these periods will be donated to local charities or disposed of.

### **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](mailto: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](http://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.

#### 2. Photoshoots/Professional Photography

### **Bookings and refunds**

Booking photoshoots takes place on our website [www.firstswimlondon.co.uk](http://www.firstswimlondon.co.uk).

The photo shoot booking fee covers the cost of attending the photo shoot, and 4 professionally edited high resolution digital images - it does not include any products such as prints, posters or frames.

If you wish to cancel your photo shoot booking more than 14 days before the photo shoot, you will receive a full refund less an administration charge of £20. Cancellations within 14 days will result in a credit note being issued less an administration charge of £20, which can be redeemed against purchases from First Swim Ltd.

Refunds cannot be issued should you be unable to attend the photoshoot on the day (due to sickness for example).

If the photoshoot is unable to go ahead on the day, or the time or date of the photoshoot changes due to reasons beyond the control of First Swim Ltd, all reasonable efforts will be made to offer an alternate date/ location as soon as possible. We are unable to offer refunds in this situation.

### **Photo Shoot Attendance**

The safety and wellbeing of all children attending a First Swim Photoshoot is our priority.

All children in attending the photoshoot need to be comfortable in the water and able to be handled by a First Swim Ltd swim instructor. We do not recommend attending a first swim photoshoot if your child is not fully comfortable in the water. Our Swim instructors are trained to appropriately handled children in the water and will use cues to prompt activity in the water such as underwater submersions – enabling our professional photographer to capture images.

Every effort will be made on the day to ensure that little ones are happy and can participate, however should our teacher decide that underwater photographs are not appropriate (because the child is to upset for example) then surface photos will be taken instead.

As part of the booking process, we will ask you to become a First Swim member. This is done simply by completing the 'create account' process. Returning customers can make future bookings by entering their member ID and password when prompted. The policies regarding illness, personal

photography and video recording and child supervision all apply when attending First Swim premises for a photoshoot.

### **Photo Shoot Images**

Approx. 3-4 weeks (subject to change) following the photo shoot you will receive an email containing a link to your high-resolution jpeg images. These images can be downloaded to your computer and are yours to keep and reproduce as you see fit. Supplementary products such as prints, posters, frames etc cannot be ordered from First Swim.

A number of images will be captured on the day, four of which will be selected for you and edited to a 'final' version and sent to you. These initial images will not have been edited beyond basic cropping etc and may for example contain the instructor's elbow or leg, which professional editing would remove. The number of images you'll receive, depend on many factors including how your child is on the day.

'Final' version means your images have been edited by professionals to a high standard, this includes removing distortion caused by shadows and movement in the water, arms and legs of instructors and even rashes etc.

Images will be retained by First Swim and held securely on our servers for a minimum period of 6 months, after which they will be routinely deleted. All prices are subject to change.

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