

## **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 and First Swim photoshoots.

### **1. Swim Lessons**

#### **The Course**

Approx. 1 week before your course starts, we will send you a 'First Swim Welcome Pack' email. This will include all the information you need 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. 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.

We do aim to ensure that the same teacher is scheduled for all the lessons in your term. Unfortunately, we cannot guarantee this. Where practical and with enough notice we will inform you as soon as possible of any changes to the Instructor be it for a single or multiple lesson. Refunds can not be issued in the event of your teacher changing or being substituted.

Teacher training and development is key to our centre and sometimes it is necessary for a second instructor 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**

First Swim offers a maximum of 3 free catch-up lessons per term, per booking. 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 aware of an absence in advance and would like a catch-up lesson, we ask that you call us on 07951936806 or email us at [info@firstswimlondon.co.uk](mailto:info@firstswimlondon.co.uk) to let us know at least 24 hours before your lesson is scheduled. Unfortunately, any notification received within 24 hours from your scheduled lesson does not qualify you for a catch-up lesson.

The more notice you can give us, the more likely it is that we will be able to help you!

We will give you details of any available catch-up lesson, but we cannot guarantee that this will be at your preferred time or day nor with your regular teacher. Refunds or credit are not issued should a suitable make up lesson not be available, and we can only schedule each catch-up lesson once.

Catch-up lessons can only be offered within the weeks of the term booked and lessons can not be carried forward into subsequent terms.

## **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's just the sniffles then it's fine to bring them along. If they have a bad cough, temperature or are generally quite miserable with it, then it's probably best 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 conjunctivitis, measles, chicken pox and impetigo.

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 GP before coming to any lessons. If a medical condition results in a need to cancel your course, please refer to our refunds section.

## **Supervision**

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. First Swim Ltd and its staff cannot take any responsibility.

## **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.

We do offer our existing customers the opportunity to book ahead of the lessons being made available to others. All existing customers are given early notice of lessons becoming available for booking.

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.

### **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. Discount codes cannot be used with any other offers. Please note Discount codes cannot be redeemed 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 in to 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 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.

### **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. An administration charge of £12 is payable 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 an administration fee of £20 will be charged. Charges will be deducted from any refund before it is processed.

If you wish to cancel a confirmed booking within 28 days of the start of a term, you can do so however a refund will not be issued but a credit note will. The value of the credit note will be equal to the value of the term fee less a £20 administration charge. 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.

If you wish to cancel a confirmed booking once the term has already started, no refund or credit will be offered unless on medical grounds. If your cancellation is based on medical grounds, we ask that you send an email to [info@firstswimlondon.co.uk](mailto:info@firstswimlondon.co.uk) notifying us of your cancellation and this is then followed up by a GP, consultant or specialist note within 10 days which confirming the child should not swim (for at least 3 weeks)

First Swim are unable to refund or credit for any missed lesson (s) this includes any lesson (s) missed due to illness to 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.

Should a lesson already be in progress (or about to start) and have to be stopped for any reason, First Swim is not obliged to refund/credit the lesson, although we will endeavour to make up the cancelled lesson where possible within the Catch-up Lesson Policy.

There may be circumstances out of our control, in which the pool might not be available for First Swim lesson(s).

Where a lesson(s) is cancelled due to an unforeseen circumstance, First Swim Ltd will undertake to ensure additional session(s) are rescheduled as soon as reasonably possible. If First Swim is unable to arrange the additional lesson(s), we will automatically credit you for the forthcoming term or if you do not have a future booking with us, we will offer a refund.

Any agreed refunds will be issued to the card you used to place the original order. This typically takes 5 working days dependent on your bank/card issuer. Please note refunds may take up to 30 days to be processed.

### **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, customer 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. 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 handle 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 too 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**

Within 2 weeks of 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

All digital images are supplied as high-resolution Jpegs

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. The remaining images can be supplied on a DVD for a processing fee of £50. These images will not have been edited beyond basic cropping etc and may for example contain the instructors 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. During this period images can still be ordered for a processing fee of £50 per DVD.

All prices are subject to change.

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