

# Terms and conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

**IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE REFRAIN FROM MAKING A BOOKING ON OUR WEBSITE.**

These Terms and Conditions are offered by The Irish Amateur Swimming Association Limited trading as Swim Ireland, a company incorporated in Ireland with company number 112024 whose registered office is at Irish Sport HQ, National Sports Campus, Blanchardstown, Dublin 15 (**Swim Ireland**)

## Introduction

These Terms and Conditions apply to bookings offered by Swim Ireland. These Terms and Conditions also apply to any participants (each a **Participant** and together **the Participants**), parents/carers and/or guardians of any participant (**Parents/carers and/or Guardians**) and any guests of participants (**Guests**) who are present at any course, class, programme, or event.

## Booking terms and conditions

1. All bookings must be completed via the relevant online booking system on [www.swimireland.ie](http://www.swimireland.ie) (**our site**).
2. All fees must be paid in advance.
3. Cancellations and Refunds and granted within the following timelines.
  - a. Cancellation made 28 days or more in advance of the start of the course, class, programme, or event – you will receive a 100% refund.
  - b. Cancellation made between 27 and 15 days in advance of the start of the course, class, programme, or event– you will receive a 50% refund.
  - c. Cancellation made within 14 days from the start of the course, class, programme, or event – you will receive no refund
  - d. There will be no refunds available in the event of non-attendance
4. Swim Ireland will communicate any information relating to bookings via email and it is the responsibility of users to ensure the correct contact details are provided with the booking.
5. Personal details requested during the booking process are used in accordance with the Swim Ireland Privacy Notice on the Swim Ireland website. At the point of booking, you will have an option to opt in to receive information on future courses, classes, programmes or events. Personal data is not disclosed to any third party without consent. The Swim Ireland Privacy Policy clarifies usage, processing, and protection of personal information in line with the EU's General Data Protection Regulation (GDPR).

6. By booking any course, class, programme, or event on our site, the Participant accepts these Terms and Conditions, and they will form a binding contract between Swim Ireland and the Participant.

Should you need to contact Swim Ireland with regards to your booking, please follow the contact details as directed on the booking page.

#### **Swim Ireland's rights and responsibilities**

7. Swim Ireland reserves the right to refuse admittance to a course, class, programme, or event or to remove any person from a course, class, programme, or event for reasons of public safety, any unacceptable behaviour likely to cause damage, nuisance, or injury.
8. Swim Ireland reserve the right to reschedule or cancel a course, class, programme, or event due to unforeseen weather conditions, essential maintenance, or other circumstances should the need arise and will provide a refund if the rescheduled booking time is not suitable to the Participant.
9. Management reserve the right to temporarily restrict entry to a course, class, programme, or event when necessary for safety reasons.
10. Swim Ireland reserves the right to amend these Terms and Conditions where necessary and any such amendments will be posted on our site. The Participants shall observe any amendment or additional condition or term.
11. Failure to follow instructions of Swim Ireland Staff or Contractors of Swim Ireland may result in booking/event being refused or stopped.
12. Inappropriate use of the facilities, or disruption to other users' enjoyment, may result in usage being revoked, and the offender may be charged for any damage incurred, at the discretion of Swim Ireland.

#### **Participants, Parents, Guardians, Carers and Guests behaviours and responsibilities**

13. Courses, classes, programmes, or events operated by Swim Ireland will take place in a portable pop-up pool at locations chosen by Swim Ireland or at non-Swim Ireland facilities and open water. These Terms and Conditions cover all bookings.
14. When courses, classes, programmes, or events take place at a pool or facility not owned by Swim Ireland participants, parents/carers and/or guardians and guests must also adhere to the specific terms and conditions of that facility while in attendance there.
15. Swim Ireland staff are entitled to dignity, respect and cooperation while delivering a course, class, programme, or event and will not tolerate any form of aggressive or abusive behaviour. Swim Ireland reserves the right to eject any person who is acting in this manner from a course, class, programme, or event.
16. Participants, parents/carers and/or guardians and guests must always treat facilities, facility staff and other users with courtesy and respect. Attendance at a course, class, programme, or

event may be terminated or revoked for violation of any rules or regulations of Swim Ireland or for conduct deemed by Swim Ireland to be detrimental to the welfare, good order, safety, or character of the course, class, programme, or event.

17. Swim Ireland has a no smoking/no vaping policy at a course, class, programme, or event.
18. Alcohol is not permitted at a course, class, programme, or event.
19. All parties must comply with the Swim Ireland Filming and Photography policy on the Swim Ireland Website.
20. Participants must carry out activities and use equipment as per instruction given by Swim Ireland Staff or Contractors of Swim Ireland, where appropriate.
21. Parents/carers and/or guardians and guests must ensure that any other children in their care, who are not part of a course, class, programme, or event, are supervised at all times.
22. Participants, parents/carers and/or guardians and guests who do not adhere to these Terms and Conditions and the general rules of the pool(s) may be removed from any course, class, programme, or event permanently without refund.

### **Pop-up Pool**

23. Participants, parents/carers and/or guardians and guests are requested to vacate the pop-up pool after the end of their allocated session.
24. All children (U18) must be accompanied by a parent/carer and/or guardian. For children aged 8 and under the parent/carer and/or guardian must stay in the pop-up pool marquee. For children aged 9+ the parent/carer and/or guardian must remain within the vicinity of the pop-up pool for the duration of the session. Parent/carer and/or guardian must always be on time to collect their child/children.
25. Participants must arrive at the pop-up pool no earlier than 5 minutes prior to session start time and come beach ready.
26. Running, hopping, skipping, or jumping are not permitted in the pop-up pool marquee.
27. Diving is not permitted.
28. Food is not allowed to be consumed in the pop-up pool marquee.
29. For pool hygiene and member safety, children of nappy wearing age are required to wear a swim nappy and neoprene nappy while using the pop-up pool.
30. Children over 8 will be required to use the appropriate gendered changing area

31. Participants agree that Swim Ireland is not liable for articles damaged, lost, or stolen in or during any course, class, programme, or event, or for loss or damage to any property, including but not limited to automobiles and the contents thereof.
32. Swim Ireland shall not accept any responsibility for any loss, injury or damage to person caused by or arising from directly or indirectly, the negligence, wilful act or default, breach of duty, breach of statutory duty, or breach of contract, of Swim Ireland, servants, or its agents, on or in the vicinity of a pop-up pool.
33. All persons coming into a pop-up pool must take care for their own safety and that of other persons (guests) with them for whom they are responsible or over whom they exercise authority and must supervise and control such persons accordingly.
34. Lockers are not provided in changing areas. Swim Ireland does not accept any responsibility for the loss of any personal items in these areas.

### **Making a complaint**

35. Participants, parents/carers and/or guardians and guests wishing to report a problem with services at the pop-up pool should speak to a member of the Swim Ireland team.
36. Participants wishing to report an issue related to the course, class, programme, or event can raise the issue with the member of staff and/or fill out a complaint form which is available on the Swim Ireland website.

### **Health and safety**

37. Up to date health or any other relevant information must be provided when registering for a course, class, programme, or event. This should also be provided to the swim teacher / coach at the start of the course, class, programme, or event.
38. Swimmers should avoid eating 1 hour prior to the start of their course, class, programme, or event.
39. For Health and Safety reasons jewellery is not permitted to be worn on a course, class, programme, or event.
40. Swimming hats are compulsory during a practical course, class, programme, or event.
41. Conventional swim wear must be worn by all swimmers.
42. Please be aware clothing worn while swimming has the potential to hinder a swimmer's ability to learn how to swim. We recommend close fitting swim costumes and shorts above knees. Footwear should be kept to a minimum as it has the knock-on effect in learning how to float correctly and can have a negative effect on developing leg kick.

43. Participants, parents/carers and/or guardians and guests are not to interrupt teachers or distract pupils during lessons, unless your reason for doing so is a matter of health and safety.
44. Each Participant should have:
- a. Appropriate Swimsuit/ Swim trunks / wetsuit (as per the above);
  - b. Swim Cap (preferably silicone);
  - c. Flip flops or equivalent;
  - d. Towel; and
  - e. Swimming goggles.
45. Management request that participants, parents/carers and/or guardians declare any medical issues, physical or learning disabilities on enrolment to enable Swim Ireland staff to deliver a course, class, programme, or event suitable to the needs of the participant. All information will be treated in the strictest of confidence and on a need-to-know basis.

### **Data protection**

Swim Ireland will handle any personal data in accordance with our privacy policy, which is available on our website at the following link [Website-DP-notice-May-2018-V2.pdf \(swimireland.ie\)](#)

### **Disclaimer**

46. Any course, class, programme, or event are attended at the risk of participants, parents/carers and/or guardians. Swim Ireland cannot make any representations or guarantees that attending a venue or participating is risk free.

### **Covid19 Terms and Conditions Addendum:**

This addendum to these Terms and Conditions contains clauses specifically relating to Covid19 and the temporary changes to our operations in place as a result of the pandemic. It may be amended or withdrawn at any time based on government guidelines and legal requirements.

[An up-to-date version will be always held on our site ([Updated COVID-19 Guidance | Swim Ireland](#)). The current version on our website supersedes any other version.]

### **Covid19 Guidelines:**

47. Before attending after relaunch, participants, parents/carers and/or guardians and guests should familiarise themselves with the guidelines posted on our site. Should there be any difficulty adhering to the guidelines, you should speak to Swim Ireland immediately to discuss what options are available for attendance.
48. Please follow the relevant up to date close contact guidance relevant in Republic of Ireland.
49. Please do not attend any course, class, programme, or event should you have any of the following symptoms:

***Most common symptoms:***

- a. fever
- b. dry cough
- c. tiredness

***Less common symptoms:***

- d. aches and pains
- e. sore throat
- f. diarrhoea
- g. conjunctivitis
- h. headache
- i. loss of taste or smell
- j. a rash on skin, or discolouration of fingers or toes

***Serious symptoms:***

- k. difficulty breathing or shortness of breath
- l. chest pain or pressure
- m. loss of speech or movement

50. By attending any course, class, programme, or event you are declaring that to the best of your knowledge you have not been exposed to Covid 19 and have taken all necessary precautions and that you are medically and physically fit to participate in courses, classes, programmes, or events and that you do not pose a danger to the health and safety of yourself or others.