

1 - REFUND POLICY

This policy applies to all services provided by Birr Leisure Centre.

There is a No Refund Policy on all our Memberships, PAYGO Transactions, Merchandise, Classes and Courses: these include but are not limited to Swim Lessons, Fitness Courses and Pool/Gym Events.

All policies within this document do not affect the statutory consumer rights of the customer.

2 (A) - MEMBERSHIPS

If a membership is cancelled, we are not obliged to provide you with any credit or refund. Under exceptional circumstances (see section 10), a refund/voucher may be issued with a pro-rata charge for services used, but this is strictly at the discretion of the Centre Manager.

- Should you wish to apply for cancellation, the Centre Manager must be notified in writing via a letter or an email (info@birrleisurecentre.ie) 30 days prior to the requested date.

2 (B) - MEMBERSHIP SUSPENSION

We allow all memberships to be frozen at any time with a minimum of 1-month suspension if they are ill or have an injury that doesn't allow them to enter the leisure centre. A doctor's cert may be requested.

3 - PAYGO TRANSACTION

No refund is to be issued. Under exceptional circumstances (see section 10), credit in the form of a voucher may be issued, but this is strictly at the discretion of the Centre Manager.

4 - FITNESS CLASSES

We adhere to a strict no-refund policy for all our class bookings: we may, however, issue credit in the form of a voucher under the following conditions:

- If a class is cancelled by the customer before commencement, we are not obliged to provide you with any credit or refund. Under exceptional circumstances (see section 10), a refund/voucher may be issued, but this is strictly at the discretion of the Centre Manager.
- If a class is cancelled at any stage after commencement by the customer, we are not obliged to provide you with any credit or refund. Under exceptional circumstances (see section 10), a refund/voucher with a pro-rata charge of service used may be issued, but this is strictly at the discretion of the Centre Manager.
- If a prepaid class is cancelled due to a decision made by Birr Leisure Centre Management, then we will offer credit in the form of a voucher, as it is out of the customer's control.
- Exceptional circumstances (see Section 10). **Please note: this condition is entirely at the Centre Managers' discretion.**

5 – VOUCHERS

Expiry dates on gift vouchers

Vouchers bought after 2 December 2019

Under the Consumer Protection (Gift Vouchers) Act 2019, there is a 5-year minimum expiry date for all vouchers sold after 2 December 2019.

Under the new rules, gift vouchers must either:

- Have no expiry date, or
- Must be valid for at least 5 years from the date the gift voucher is issued.

You must be given details of the expiry date in a durable format (for example, on paper or by email) at the time you buy the gift voucher.

The legislation does not apply to gift vouchers bought before 2 December 2019.

Vouchers bought before 2 December 2019

You should have been made aware of the expiry date at the time of purchase. BIRR Leisure Centre will date the voucher on purchase. You have 5 years from the date of purchase to use the voucher in our facility.

If you are buying a voucher as a gift, make sure the person you are giving it to knows the expiry date and can use the voucher during the time allowed. If you get a voucher, check for the expiry date straight away. Don't assume that there isn't one just because you cannot see it. Contact us to find out the expiry date. Set a reminder on your phone to remind you to use it on or before that date.

If your voucher has expired, you can contact the manager to see if they will extend it. However, if you bought the gift voucher before 2 December 2019, they have no legal obligation to do this, and some may charge a fee.

Lose gift vouchers

Gift vouchers are like cash, so if you lose them, we do not have to replace them. If a voucher was made out to you specifically and is not transferable to anyone else, you may be able to get a replacement.

If you lose a gift card, you may be able to get a replacement card, but you need to check with the manager. You could be charged a fee for the replacement card.

Vouchers bought during offers:

Any vouchers that were purchased during special offers, i.e. Christmas Time deals, can only be used for whatever deal they were purchased for.

Example:

A voucher that says it is for a 3-month membership can only be redeemed for a 3-month membership and not used for anything else like private lessons or group classes etc.

Vouchers that are bought with just a cash amount can be used for anything we sell, i.e. swim caps, goggles, classes, membership etc.

6 - SWIM LESSONS

Upon payment, the customer will receive a receipt displaying the date of payment and time if requested. As such, if there is a problem with the booking and the customer cannot provide the correct receipt, then Birr Leisure Centre accept no responsibility for any errors.

If you are booking over the phone, you are required to pick up your receipt within 24 hours of booking.

- If you decide to remove your child from lessons before commencement, we are not obliged to provide you with any form of credit or refund. Under exceptional circumstances (see section 10), a refund/voucher may be issued, but this is strictly at the discretion of the Centre Manager.
- If the swimmer decides to no longer attend the lessons at any stage after commencement, we are not obliged to provide you with any credit or refund. Under exceptional circumstances (see section 10), a refund/voucher with a pro-rata charge of lessons used may be issued, but this is strictly at the discretion of the Centre Manager.
- If a course of swim lessons is cancelled due to a decision made by Birr Leisure Centre Management, then we will offer a full refund or credit/voucher as it is out of the customer's control.
- If a single swim lesson is cancelled due to pool closure, then we will offer credit to the value of the swim lesson.
- Classes cannot be transferable to other days.
- If a child or adult misses a lesson due to illness/COVID-19, we are not obliged to provide you with any credit or refund, nor can you make up the days you miss by attending another day or class.

7 - COURSE / EVENT

These include, but are not limited to, Pilates, Galas, Fitness Programs, Personal Training and Pool/Gym/Events.

- If a course/event is cancelled before commencement, we are not obliged to provide you with any credit or refund. Under exceptional circumstances (see section 10), a refund/voucher may be issued, but this is strictly at the discretion of the Centre Manager.
- If a course/event is cancelled at any stage after commencement, we are not obliged to provide you with any credit or refund. Under exceptional circumstances (see section 10), a refund/voucher with a pro-rata charge of service used may be issued, but this is strictly at the discretion of the Centre Manager.
- If an entire course/event is cancelled due to a decision made by Birr Leisure Centre Management, then we will offer a full refund or credit/voucher as it is out of the customer's control.
- If a single course/event is cancelled due to facility closure, then we will offer credit to the value of the missed service.

8 - MERCHANDISE

These include, but are not limited to, Vending, Clothing, Toiletries and Pool/Gym Accessories.

Upon purchase, there is a 14-day cooling-off period during which the customers have the right to change their minds. Any products that are returned must be brought back in a saleable condition (clean and all tags still in place) along with the receipt. Otherwise, we will not exchange the item.

After that, any refunds are at the discretion of the Centre Manager (see Section 10) unless:

- A product is faulty/not fit for its normal purpose.
- The best-before date has expired.
- A product is not as described.
- The product has been used.

9 - SPECIAL CONSIDERATIONS

Under the rare exception that a refund is warranted, it is entirely at Management's Discretion, reasons may include but are not limited to the following:

1. **Illness/Injury** - A Doctor's note stating the cause must be presented along with the refund request.
2. **Bereavement** in the family.
3. **Relocation** - should a customer need to relocate from their living arrangement at the time of registration, then this will be taken into account depending on travel impediments.
4. **Complaint** - Should a customer feel that they can no longer attend our facility due to a member of staff/customer, then an investigation must be conducted by the Centre Manager, and the refund request will be considered based on the outcome.

Please Note: As previously stated, the reasons above are taken into consideration by the Centre Manager but do not guarantee a refund.

10 - CREDIT

While we adhere to a No Refund Policy, under exceptional circumstances (see Section 10), we do allow credit to be given in the form of a Birr Leisure Centre voucher (to be used within 12 months of receipt).

11 - SALES OF GOODS AND SUPPLY OF SERVICES

- Ensure that the centre has our sales of goods policy clearly on display at reception, customer notice board, website and online sales platforms.
- Sales of Goods and Supply of Services Act should also be on display at the reception/notice board.