

## **Birr Leisure Centre** **Sales of Goods and Supply of Services Policy**

### **SERVICES**

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

- If a membership is cancelled, we are not obliged to provide you with any credit or refund. Under exceptional circumstances, 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.
- If a service is cancelled before or after commencement, we are not obliged to provide you with any credit or refund, however, under exceptional circumstances, a refund/voucher may be issued, but this is strictly at the discretion of the Centre Manager.
- While we adhere to a No Refund Policy, under exceptional circumstances, we do allow credit to be given in the form of a Birr Leisure Centre voucher (to be used within 12 months of receipt). If credit is warranted, it is strictly at the discretion of the Centre Manager.

### **MERCHANDISE**

This includes, but is not limited to, Vending, Clothing, Toiletries and Pool/Gym Accessories.

Upon purchase, we allow a 14-day cooling-off period in which the customer can change their mind; however, a refund or credit can only be given at the Centre Managers' discretion. 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.

All refunds/credits are at the discretion of the Centre Manager unless:

## Sale of Goods and Supply of Services Act

### Anything you buy from a retailer must be:

- of merchantable quality
- fit for its normal purpose, and reasonably durable
- As described, whether the description is part of the advertising or wrapping, on a label, or something said by the salesperson.

When you buy goods from a retailer, you make a contract with him. He/she agrees to provide certain goods to you for a certain price. If your purchase turns out to be faulty, the retailer, not the manufacturer, is responsible to you and must sort out your complaint. You are entitled to a refund, a replacement or a repair. You do not have to take a credit note if your complaint is covered by the Sale of Goods Act. You can insist on a refund, a replacement or a repair.

If you have a genuine complaint about faulty goods, you can ignore shop notices such as 'No Refunds' or 'No Exchanges'. Such notices cannot take away any of your statutory rights under the Sale of Goods Act see Retailers' responses.

You have no rights under the Sale of Goods Act if you simply change your mind about wanting the goods.

You also have no rights if faults are due to misuse of the product after purchase or if faults should have been seen on examination or were pointed out at the time of purchase.

The person who purchased the goods holds the rights under the Act. If you receive the goods as a gift, you have no contract with the retailer and don't have the same rights. In practice, most retailers will oblige the user of the goods, but this is a gesture of goodwill, not a legal requirement.

Your rights under the Act also apply to goods purchased at sale prices. They must be of merchantable quality, fit for their particular purpose and as described. If goods are being sold as seconds or shop-soiled, however, you cannot expect the same standard.

**Please Note: The article above is taken from the Sale of Goods and Supply of Services Act, the full version can be viewed upon request.**