

# Coral Leisure Refund N.O.P

Version 2 - 2022

## 1 - REFUND POLICY

This policy applies to all services provided by Coral Leisure.

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 9) a refund/voucher may be issued with a pro rata charge of services used, but this is strictly at the discretion of the Centre Manager

- Should you wish to apply for a cancellation the Centre Manager must be notified in writing via a letter or an email (Monaghan@Coralleisure.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.

## 3 - PAYGO TRANSACTION

No refund is to be issued. Under exceptional circumstances (see section 9) a refund/voucher may be issued but this is strictly at the discretion of the Centre Manager.

## 4 - ONLINE TRANSACTIONS

These include, but are not limited to Memberships, PAYGO, Swim Lessons, Fitness Courses and Pool/Gym Events.

All online transactions adhere to the same policies and rules set in:

- Section 2 (A) - MEMBERSHIPS
- Section 3 - PAYGO
- Section 6 - SWIM LESSONS
- Section 7 - COURSE / EVENT

## 5 - ONLINE FITNESS CLASS BOOKINGS

**We adhere to a strict no refund policy for our online booking:** we will however issue credit to your Coral Leisure online booking account under the following conditions:

- The class booking is cancelled by the customer 1-hour before commencement.
- If the class is cancelled due to a decision made by Coral Leisure Management as this is out of the customer's control.
- Exceptional circumstances (see Section 9). **Please note: this condition is entirely at the Centre Managers discretion.**

**Please note:** If a class booking is cancelled by the customer less than (time is specific to each sites T&C's) hours before commencement or the customer fails to attend the class, we are not obliged to provide any credit to the booking account.

**Additional:** Should a customer whose membership includes classes fail to cancel a class booking 1-hour before commencement or fails to attend the class, then a no-cancellation fee of €2 will apply: the member will no longer be able to use the online booking feature until the balance is rectified.

## **6 - SWIM LESSONS**

After booking the customer will receive a confirmation e-mail containing all the details of the swimming lessons including: Dates, Day and Times. As such, if there their booking details are incorrect, the customer must contact Coral Leisure to rectify the booking. Coral Leisure accept no responsibility for any errors on the customers part and as a result are not obliged to correct the issue.

- If lessons are cancelled before commencement, we are not obliged to provide you with any credit or refund. Under exceptional circumstances (see section 9) a refund/voucher may be issued but this is strictly at the discretion of the Centre Manager.
- If the swimmer is cancelled at any stage after commencement, we are not obliged to provide you with any credit or refund. Under exceptional circumstances (see section 9) 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 Coral Leisure Management, then we will offer a full refund or credit 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 1 swim lesson, or we will add an additional lost time to the lesson set.

## **7 - COURSE / EVENT**

These include, but are not limited to Pilates, Galas, Fitness Programmes, Personal Training and Pool/Gym Challenges/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 9) 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 9) 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 Coral Leisure Management, then we will offer a full refund or credit 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, Supplements, Clothing, Toiletries and Pool/Gym/Sunbed Accessories.

Upon purchase there is a 14-day cooling off period during which the customers have the right to change their mind. 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 7), unless:

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

## **9 - SPECIAL CONSIDERATIONS**

**Under the rare exception of a refund being warranted it is entirely at Management 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 upon 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 9) we do allow credit to be given in the form of a Coral Leisure voucher (to be used within 12 months of receipt). If credit is warranted it is entirely at the Centre Managers discretion.

## **11 - SALES OF GOODS AND SUPPLY OF SERVICES**

- We ensure that the centre has our sales of goods policy clearly on display at reception and website.
- Sales of Goods and Supply of Services Act is also be on display at reception.

# Coral Leisure

## Sales of Goods and Supply of Services Policy

### **SERVICES**

There is a **No Refund Policy** on all our Memberships, PAYGO, Online Transactions, 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 of services used, but this is strictly at the discretion of the Centre Manager. Should you wish to apply for a cancellation the Centre Manager must be notified in writing via a letter or an email (CENTRE NAME@CoralLeisure.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 Coral Leisure 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, Supplements, Clothing, Toiletries and Pool/Gym/Sunbed 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/credit are at the discretion of the Centre Manager unless:**

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

**Coral Leisure's policies are in line with the Sale of Goods and Supply of Services Act and as such do not affect your statutory consumer rights.**

## **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 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.**