

Swim School Terms and Conditions

Welcome to the Aqualife swim school. This swim school enrolment agreement sets out the terms and conditions of your enrolment at the facility and conditions of entry.

1. Overview

- 1.1 "You" means you, the responsible person.
- 1.2 "Family" refers to all the students enrolled under the reasonable person.
- 1.3 "Us" or "We" means Town of Victoria Park and the Aqua life facility.
- 1.4 "Student" the swimmer the enrolment is under.
- 1.5 This swim school enrolment agreement sets out the terms and conditions of your enrolment at the facility and conditions of entry.
- 1.6 "Perpetual" is an enrolment that is ongoing and debited monthly, until notified to cancel.

Agreement

2. Swim School Enrolment

- 2.1 The student's enrolment is valid from the commencement date specified in their enrolment confirmation.
- 2.2 The student's enrolment includes one designated lesson per week for the student, as specified on the enrolment form.
- 2.3 The student's swim school enrolment is not transferrable to another person.
- 2.4 The student's swim school enrolment cannot be shared with another person.
- 2.5 Students will be required to enrol in a minimum of four (4) lessons before cancellation will be processed.
- 2.6 Should the Aqualife team be unable to provide you with the preferred choice of class time for the student; and if other classes of the appropriate level are available on the timetable, no refunds or credits will be provided if you elect to not uptake the offer of a place in the available class.

3. Patron Access

- 3.1 Each student will receive an access card.
- 3.2 The access card is only valid for one student.
- 3.3 Access cards must be scanned at reception or on the entry door to the pool. 3.4 An access card is not transferrable to another person.
- 3.5 If the access card is lost, a \$5 replacement fee will be charged.
- 3.6 An access card allows the student and two (2) spectators in. Any more spectators will need to pay a spectator fee at reception.
- 3.7 Access is for spectators only, not lap swimmers.

4. Facility Rules

- 4.1 Students and all entrants must abide by the requirements of this clause.
- 4.2 At all times comply with the facility rules and conditions of entry.
- 4.3 Comply with instructions given by our staff in relation to the facility.
- 4.4 Behave in a way which is appropriate, respectful, and safe to all within the facility.
- 4.5 Children under the age of thirteen (13) must be accompanied and supervised by another person over the age of sixteen (16) whilst in the centre.

- 4.6 Students with an inability to control their bladder and bowels are required to wear a suitable swim nappy, with appropriate swimwear over the top.
- 4.7 The hydrotherapy pool is for lesson use only; swimmers are not permitted to enter before or remain following their lesson.
- 4.8 Students under five (5) years are required to wear a yellow “watch around water” wrist band and to be always within an adult arm’s reach.
- 4.9 Personal photos or filming is not permitted in the facility at any time.

5. Payment Methods and Debits

- 5.1 At point of enrolment you are required to pay the pro-rata of that calendar month's lessons upfront. I.e, depending on the date within the calendar month that enrolment occurs, pro rata to the number of lessons remaining in that calendar month including any lesson to be undertaken on the date of enrolment.
- 5.2 Your nominated bank account or credit card will be debited throughout your enrolment period on the twenty-eighth (28) of every month.
- 5.3 Upon enrolment you are agreeing to our direct debit’s terms and conditions.
 - 5.3.1 This is an ongoing membership agreement. This agreement will continue until either you or the supplier terminate it in the way described in the agreement.
 - 5.3.2 If an automatic debit arrangement is in place, membership fees will continue to be debited from your credit card until you or your fitness centre cancels the arrangement.
 - 5.3.3 If you terminate the agreement or stop the automatic debt arrangement in a manner not described in the agreement, then you may be liable to the fitness centre for damages for breach of contract.
 - 5.3.4 The direct debit transaction fee is \$0.88.
 - 5.3.5 The credit card transaction fee is 3.03%.
- 5.4 If you wish to change your payment details, this can be completed on the online portal or at reception before close of business on the twenty-first (21) day of the month.

6. Dishonoured Payments

- 6.1 You will be notified by email when a payment is dishonoured.
- 6.2 A \$10 administration fee will be charged for each time a payment is dishonoured. This is additional to your outstanding fees.
- 6.3 The outstanding and administration fee must be paid within Seven (7) days of due payment. This can be done in person at reception or through the online parent portal.
- 6.4 The facility has the right to terminate your enrolment payment if not settled within the 7 days.

7. Adjustment to Fees and Agreement

- 7.1 We may amend the terms of this swim school enrolment agreement from time to time. Changes can include any of the following:
 - a) The swim school enrolment terms and conditions.
 - b) The facility rules and conditions of entry.
 - c) Fee charges.
- 7.2 At least 10 (ten) business days’ notice will be given of any changes to this swim school enrolment agreement and the date in which they will take place.
- 7.3 If you wish to terminate your enrolment, please refer to clause 9.1-9.2.

8. Missed Lessons

- 8.1 All missed lessons will not be refunded or credited unless related to clause 9.4.
- 8.2 Makeup lessons are not offered for any missed lessons.

9. Cancellation Policy

- 9.1 All fees paid are non-refundable, except under clause 9.4.
- 9.2 All cancellations must be submitted through completing an online cancellation form.
- 9.3 Direct debit payments are processed on the twenty-eighth (28) of the month. All cancellations must be lodged by close of business on the twenty-sixth (26) day of the month.
- 9.4 Refunds for medical reasons, where four (4) or more lessons are missed, require a medical certificate, and refunds will not be back-dated more than thirty (30) days.
- 9.5 All refunds are subject to a \$20 administration fee.

10. Privacy

- 10.1 Your personal information will only be used in accordance with our general business objective and to provide you with our services.
- 10.2 We may film or photograph within the facility, other than within changing rooms and toilets, during operating hours. The content will be used for business-related purposes. The signed agreement allows us to use your image in promotions and other business-related materials.

11. Cooling Off Period

- 11.1 The cooling off period for the swim school enrolment is seven (7) days from the date the agreement is signed.
- 11.2 You may terminate this swim school enrolment agreement within these seven (7) days at any time prior to the close of business on the last day of the cooling off period in writing to the swim school via email at swim@vicpark.wa.gov.au.
- 11.3 If you terminate the swim school enrolment agreement within the seven (7) days, we will refund you the amount paid, minus a \$20 administration fee and the fees incurred for any enrolled class that have occurred prior to the cancellation.

12. Long Term Absence

- 12.1 The swim school is not responsible for contacting you or cancelling your enrolment if you are absent for multiple classes.
- 12.2 No refunds or credits will be issued for missed classes as per section 8.

13. Pandemic Single Lesson / Short Term Absence

- 13.1 A credit will be applied for lesson/s missed for reasons such as but not limited to mandated isolation.
- 13.2 Credit will be added to your account and automatically deducted from your next direct debit payment.
- 13.3 This credit is non-refundable or transferable.
- 13.4 You will be notified of any changes that will impact your agreement and advised to adhere accordingly.

- 13.5 If the student is feeling unwell, it is advised to not attend the facilities until they are feeling well.

14. Prolonged Entire Swim School Shut Down

- 14.1 In the event of a total swim school shutdown due to circumstances outside of our control, any remaining amount on your account will be converted to a credit.
- 14.2 All credits are valid for twelve (12) months from date of issue.

15. Membership

- 15.1 By enrolling in swim school, the student also has access to the Aqualife centre outside of the student's swimming lesson time. The rules as to the accompanying over-16 person's entitlements vary depending on the age of the enrolled swimmer:
- a) Under five (5) years of age: the enrolled student and one (1) accompanying person over sixteen (16) can access the pool for free.
 - b) Five (5) to thirteen (13) years of age: the enrolled student can access the pool and one (1) accompanying person over the age of sixteen (16) can attend but as a spectator only – to swim they must pay casual entry fee.
 - c) Over fourteen (14) years of age: only the enrolled student can access the pool. Spectators must pay spectator fee, swimmers must pay casual entry fee.

16. Behaviour within the class

- 16.1 Behaviour either physical or verbal that is inappropriate, disrespectful, or offensive from the student or responsible persons will not be tolerated.
- 16.2 If the person enrolled or responsible person's behaviour is dangerous or inappropriate to the instructor, or other patrons, the instructor can refuse entry to the lesson or terminate a lesson.
- 16.3 If the person enrolled or responsible persons behaviour continues and shows no signs of improving or is a danger to themselves, the instructor or other staff working at the facility have the right to terminate your enrolment.

17. Booking Management

- 17.1 The swim school reserves the right to assess students prior to any change of booking.
- 17.2 The swim school reserves the right to not accept assessments competed by external providers.
- 17.3 It is the responsibility of the customer to manage their enrolment in the swim school.
- 17.4 The swim school will not be held liable for any errors or omissions made by the customer in managing their bookings at their own discretion.
- 17.5 Credits or refunds will not be provided by the swim school regarding any errors, omissions or incorrect assumptions made by the customer in relation to their bookings.