

# Inner West Aquatics

## Swim School Terms and Conditions



**I understand and agree to the following:**

### **Learn to Swim and Junior Squad Memberships**

The Learn to Swim and Non-Competitive Squads run a perpetual program throughout the year suspending only on Public Holidays and a December/January shutdown. These timeframes will be communicated to patrons and no charges will occur during this time.

All Swim School enrolments are paid via direct debit fortnightly on Thursdays, as ongoing payments.

### **Payment Fees and Direct Debit**

Direct debit can be made from a bank account or nominated credit card and will occur fortnightly. Payments are made two (2) weeks in advance. The first class(s) of the enrolment are required to be paid in advance at the time of the enrolment; this pro rata is based on the next Direct Debit payment. If a scheduled payment day falls on a Public Holiday, your account will be debited on the next business day. Payments may take up to five (5) business days to be processed depending on your bank. Upon accepting the Debit Success Terms and Conditions the member is agreeing to pay the instalment amount at the agreed payment frequency until the swim lesson membership is formally suspended or cancelled.

Inner West Aquatics (IWA) will apply fees associated with the activities offered as part of Inner West Council's gazetted fees and charges. By accepting the Debit Success terms and conditions the member is agreeing to all Terms and Conditions.

#### **The member is responsible for:**

Ensuring the nominated account is set-up to accept Direct Debit. Please check with the financial institution where the account is held.

Pro rata is paid upon booking.

Ensure there is enough money in the nominated account on the Direct Debit due

date and up to five (5) business days following. Please note there may be a delay in the processing of Direct Debit if there is a public Holiday on the scheduled date of Direct Debit.

Any associated default fees for missed payments are the responsibility of the member and will incur a rejection fee as specified in Inner West Council fees and charges.

If the nominated account is unsuccessful, IWA Swim School will require you to make a manual payment online or at the Centre on your next visit.

Notifying IWA Swim School of a change of bank details or updating this through the Swim School online portal.

If two (2) or more payments fail, this will result in an automatic cancellation of swim classes

### **Make-Up Classes**

All members will receive a maximum of six (6) make-up classes per calendar year. Absences must be marked on the Swim School online portal a minimum of 24 hours prior to the booked class and up to 14 days prior. Once you mark the student as absent this cannot be changed.

Marked absences less than 24 hours prior to the booked class will not result in a make-up lesson. Make-up classes must then be booked online via our Swim School online portal. Make-up classes are subject to availability and can be viewed online.

Make-up classes must be used in the calendar year. Unused make-up classes will not be carried into a new year. Make up lessons expire upon cancellation from our swim school program and cannot be used after your cancellation has been processed.

Once a make-up lesson has been booked, this booking cannot be moved or cancelled. Any missed make-up classes will not result in an additional make-up class. This will be forfeited, with the exception of medical certificate or extenuating circumstances as approved by the Centre Manager.

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### Illness/Extended Absences

**Do not send children to lessons if they are unwell.**

If a student is absent due to illness or injury, a credit can be applied only if a medical certificate is provided within seven (7) days of the absence. For absences over four (4) weeks due to long term illness, injury or holiday, please email the Swim School.

### Cancellations

To cancel your Swim School membership, you will need to provide two (2) weeks' written notice to cease enrolment and the direct debit agreement.

Direct debit payments will continue until a cancellation form is submitted by the responsible person or an email is sent to the Swim School office. All members will receive a confirmation receipt sent from the Swim School after the request is actioned.

Cancellation of enrolment and subsequent refund will be considered due to serious illness or permanent injury. Medical Certificate must be sighted.

Credits or Refunds will not be granted for missed lessons prior to written notification.

All patrons have a seven (7) day cooling off period. To be eligible for a cancellation, an email must be sent to the Swim School or a cancellation form must be completed and received within seven (7) days of the first lesson.

All services used during these seven (7) days will be charged at the applicable rate.

Management may at its discretion cancel an enrolment.

Cancellations will not be processed until any outstanding amounts owing are paid in full.

Management reserves the right to terminate any membership if the member is not adhering to the following:

The conduct of the member is detrimental to the centre, disruptive, harassing, threatening,

abusive, rude or intimidating to other users or to facility staff.

The member has breached the facility rules and regulations, or any condition, rule or regulation of the facility as posted within the centre.

The member has continually defaulted on payments due, totalling two (2) or more failed payments.

The member does not follow the instructions of the facility staff.

Termination of a membership or expulsion of the member may be done with immediate effect and in line with the Facilities conditions of entry.

A member whose membership has been terminated will forfeit all the entitlements of the membership with immediate effect and without claim for refund of any joining fees paid.

### Changes to Bookings

Every effort will be made to adhere to the timetable. However, IWA Swim School reserves the right to consolidate classes, alter timetables and change instructors to suit seasonal and usage requirements as necessary. We will endeavour to inform members of any timetable changes 2 weeks in advance, wherever possible. **Refunds will not be issued for instructor or pool changes.**

### Credits and Refunds

**Credits and Refunds will be issued under the following guidelines:**

Major illness or Hospitalisation.

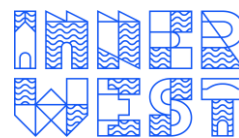
Medical Certificate must be sighted.

Enrolments cannot be transferred to another person or to other IWA programs or services.

In the event of extenuating circumstances of a serious nature your refund request will be reviewed by the Centre Manager.

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### Swimwear

**In the interest of public health and safety the following is required:**

Please be aware that nappies are required to be worn by all children that are UNDER 4 years old. If they are 4 years old then they are not required to wear Water Proof Aqua Pants or a Happy nappy.

No underwear, nappies, boxer shorts or cotton outerwear permitted in the water.

Huggies (or similar disposable) swim pants must have aqua pant over the top.

Board shorts **must** have a tight fitted swimming brief underneath. **No underwear.**

All swimmers must wear swimwear in the pools for hygiene and safety reasons.

All children's swim attire to be tight fitting, saggy, loose-fitting garments will not be permitted in lessons.

If you do not have the appropriate swim wear you will be asked to leave the water or swimming lesson.

### Photography

No camera of any description is to be used in the facility at any time without IWA Swim School's permission. No camera of any description is permitted in the change rooms under any circumstances.

Filming of lessons is not permitted in line with the Terms and Conditions of entry.

### Pool Closure

NSW Department of Health protocols state that the pools must remain closed for a set period if a contamination has occurred.

Any affected classes will be relocated subject to availability.

Should a class be cancelled due to a contamination, your LTS membership account will be credited for the cancelled class.

Outdoor pools will be closed due to dangerous weather conditions such as lightning.

### Change of Details

IWA Swim School will use email as the primary channel of communication. It is the member's responsibility to keep IWA Swim School informed of any changes of contact, bank accounts or credit card details. Change of bank/credit card details can be completed through the online booking portal. Changes to concession eligibility must be communicated to the Swim School.

### Parental Supervision Policy

IWA Swim School participants 14 years or under must be accompanied by a responsible person aged 16 years or older and IWA reserves the right to refuse entry to any person, including IWA Swim School participants. IWA Swim School students under the age of 2.5 years will not be accepted by their instructor into lessons without their parent or guardian present.

Parents and guardians must remain poolside to be contactable to the IWA instructor and Wet Deck throughout the lesson. Failure to adhere to IWA supervision policies may result in the termination of lessons.

IWA are partners of the NSW Royal Life Saving's Keep Watch in Public Pools program, and all customers are required to adhere to the terms and conditions of the Keep Watch program which are clearly signposted throughout the centres. Further information on Keep Watch at Public Pools can be found through [Royal Life Saving Society Australia](https://www.royallifesaving.org.au/).

Customers enter the facility and participate in IWA Swim School programs at their own risk.

In my absence and/or in the event that my child or children require medical or hospital treatment whilst attending swimming lessons, I authorise IWA staff to organise medical or hospital treatment on my behalf.

All patron information will be managed in line with Inner West Councils privacy policy.