

SWIM SCHOOL TERMS & CONDITIONS

General Conditions - All pool patrons must abide by the general terms and conditions of entry.

Swim School Conditions – All membership conditions have been established to ensure maximum usage of the Centre by Swim School Members. On purchase of a Swim School package, students/families will be referred to as 'Swim School Member/s' and have all the usage rights and obligations set out below.

Package Options - Package options include a Direct Debit (DD) Membership and Paid In Full (PIF) Term Package.

Swim School Membership Conditions:

- 1. DD Membership entitles the enrolled student to one (1) lesson per week, free pool access for the duration of the swim school year (48 weeks). Classes, debits and pool access continue throughout the Easter, winter and spring school holidays. There is a four week break commencing the week before Christmas. During this time, families have the option of suspending payments for free and not having access to the facility. OR, families can continue payments and receive free family access (i.e. including parents and other siblings) to aquatics and the stadium for four weeks.
- 2. Participants may suspend their DD membership during the 48 weeks. A fee of \$2.50 per family, per week is charged to hold the student's place in the class. The minimum length of suspension is 1 week.
- 3. A joining fee of \$20.00 applies.
- 4. The weekly cost is \$14.80 Direct Debits occur fortnightly (\$29.60 per fortnight) (A 20% discount applies for 3rd and any additional children).
- 5. Membership payments are made in advance for the coming fortnight from an approved credit card or bank account.
- 6. DD Memberships are ongoing until a Membership Modification Form has been completed and signed with notice of cancellation.
- 7. The minimum term of contract is 3 months.
- 8. Memberships cancelled within the minimum period will incur a cancellation fee of \$50.
- 9. All amendments, including suspensions, changes of debit details and notice of cancellation, must be provided 3 business days prior to the next scheduled debit.
- 10. We provide free medical suspensions upon completion of the dedicated Membership Modification Form. A medical certificate must be provided if more than 1 week is missed, otherwise the \$2.50 suspension fee will be charged.
- 11. We use a third party Direct Debiting company called EziDebit. Please ensure you read and understand the Ezidebit terms and conditions.
- 12. Ezidebit will notify the customer of any failed debits. These defaults will incur a failed payment fee payable to Ezidebit.
- 13. Failed debits remain due and payable to Bluewater, with any processing costs incurred by the Centre passed onto the member. These fees must be paid in person at Customer Relations, they cannot be debited from your nominated account.
- 14. Bluewater will make reasonable contact to notify the Member if there is a/multiple failed debit/s. Primary communication for membership fee recovery is by post, email and/or SMS.
- 15. If a member has three (3) consecutive failed payments which are not reconciled in person, the membership will be cancelled prior to the next scheduled direct debit. The amount owing remains payable to Bluewater and the fee may be passed on to a debit collection agency for retrieval. The member will not be permitted to resign as a direct debit member until their outstanding debt is reconciled.
- 16. If an account frequently fails, Centre Management will respectfully request that the member take out a PIF package. See below. Except where terms differ from those stated above, standard *Bluewater Direct Debit Membership Terms and Conditions* apply.
- 17. Current Direct Debit Members will be automatically re-enrolled for the next year's program. Administration will transfer your class holdings to the following year with as much continuity as possible.

Paid in Full (PIF) Package Conditions:

- 1. PIF Packages entitle the participant to one (1) lesson per week for the PIF period.
- 2. Packages are paid in advance for the coming lessons.
- 3. The minimum PIF package is 12 weeks of lessons.
- 4. Fees are \$14.80 per lesson, per child. (A 20% discount applies for 3^{rd} and any additional children).
- 5. Booking and payment-in-full will occur simultaneously. Bluewater is unable to reserve spaces without full payment.
- 6. Absences due to illness are redeemable via a make-up lesson. (See Make-Up Lesson Policy).
- 7. Credits/Refunds are available where a student is forced to forfeit their place due to any extended illness or injury that prevents their participation. These applications can be made via a Membership Modification Form submitted within two (2) weeks of the first absence and include an attached medical certificate covering the dates of the missed lessons.
- 8. PIF customers will not be automatically re-enrolled after their PIF package expires. Administration will endeavour to provide reminders of relevant expiry dates.

Cooling Off Period – All package options honor a 7-day cooling off period from the time of enrolment. The contract of this membership can be voided within seven (7) days of joining and total monies refunded without further obligation. All terms and conditions of membership are binding after seven days.

Price Increases & Future Changes – Members will be notified approximately one month in advance of any payment increases or changes in the terms and conditions of their membership.

Attendance – After registration, an access pass will be linked to the students membership account and provided to the parent. Students are required to produce their card at reception and to scan their card at an automated access control point prior to each lesson. Members are required to do the

same for each play/swim taken outside of their lesson. This allows the Centre to record attendance. It also allows staff to identify your registration status and provide you with relevant notices. Please have your access pass available when re-enrolling or making other enquiries.

Parent/Guardian Supervision – At Bluewater we enforce the Watch Around Water supervision policy. Children under 5 years old must be accompanied into the centre by a responsible parent/guardian and must be constantly and actively supervised during recreational play within arm's reach. Parents/guardians must be in the water with their child. Children under 10 years old must be accompanied into the centre by a responsible parent/guardian and must be constantly and actively supervised. The parent/guardian must be positioned to have a clear view of the child with no physical or structural barriers between them and the child/children. Parents must be prepared to get into the water if needed. This includes during lessons. Your presence at the end of the lane will assist the teacher in maintaining class control while providing morale support for your little swimmer.

Teacher Supervision – Teachers and staff of the Centre have a responsibility to take reasonable steps to protect students from risk of injury, including those that may be encountered beyond the class. In the event of a centre-wide emergency or evacuation, the teacher will assume responsibility for the class being taught. After securing the safety of their class to the designated assembly point, the teacher may assist other wardens or first-aiders in their emergency roles. If parents are present during the emergency or evacuation, we ask that they accompany the class as opposed to removing their child from the teachers care prior to the designated assembly point.

Inquiries or Issues – Parents must allow teachers to reasonably supervise their children during the lesson and should not approach children or teachers during lessons. If the teacher requires intervention, they will seek assistance from the parent at a time that least inconveniences the class. Teachers have no time scheduled for communication between lessons. A suitable time should be arranged with the coordinator should a parent require feedback or need to discuss any issues or concerns.

Feedback – Students will be provided regular verbal feedback throughout the course of instruction. Written feedback is provided on certificates, which are issued at reception when the child is assessed as having completed a level. Parents who wish to leave feedback for the Swim School are invited to do so directly with the Aquatic Operations Coordinator, by email to dionne.smith@colacotway.vic.gov.au or via a Customer Feedback form (available at reception).

Assessment:

- 1. An assessment may be booked for New Enrolees in order to place them in a suitable class. Please see reception for available days and times.
- 2. Once a student is in the program, assessments are ongoing as children develop at their own pace.
- 3. Swim School Instructors will be responsible for the promotion of swimmers through the levels.
- 4. Assessment will be:
- a. Valid covering the range of skills and knowledge stipulated by each strand.
- b. Reliable monitored and reviewed to ensure there is consistency in interpretation of evidence.
- c. Flexible reasonably adaptable to the characteristics of individual leaners.
- d. Fair equitable for all groups of learners.
- 5. Teachers will provide progressing students with a promotion token. Parents are required to present this token at reception. Customer Relations will provide the level award and assist in level transfer.
- 6. While we endeavour to effect an immediate transfer, there may be times where accommodating the transfer requires the creation of a new class. Any lessons missed due to lost-time will be made-up /credited/refunded according to customer preference.

Make-Up Lesson Policy:

- 1. Make-up lessons can only be honoured when notice of non-attendance is given to the Swim School 24 hours prior to session commencement.
- 2. No make-ups shall be honoured if contact is made after or during the missed lesson.
- 3. All make-up lessons are subject to availability and cannot be guaranteed to be on the same day and time as the regular lesson.

Request for Class Change – While Bluewater offers ongoing assessments and make-up lessons to facilitate a program that's efficient for students and cost-effective for parents, we recognise that random class changes are disruptive to the teachers and students alike. Requests for class transfers that are not assessment-based will be given due consideration and approved at the discretion of management.

Year to Year DD Rollover – DD students will be rolled over from year to year by Bluewater administration. The rollover will aim to provide continuity, with the day/time as close as possible to the previous year of swimming.

Non-Transferable – Swim school memberships are not able to be transferred to other people nor converted to other products or services.

Public Holidays – Classes do not run on public holidays. If you child's lesson falls on a public holiday, the cost of the class will be automatically deducted from your direct debit payment.

School Holidays – As our program operates year round, classes continue during Easter, winter and spring school holidays. Over the four week swim school break, a holiday intensive program will be available at a discounted member rate, and also at a non-member rate. Bluewater will also host the VicSwim intensive program. During the 4 week swim school break, families can suspend for free or continue their payments and receive free family aquatic and stadium access.