

**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.

**DD Membership Conditions:**

1. DD Membership entitles the enrolled student to one (1) lesson per week during the school terms, free pool access for the duration of the school year and one (1) Holiday Intensive program per annum.
2. A joining fee of \$14.00 applies.
3. Debits are \$21.50 (No discount for 3<sup>rd</sup> child).
4. Membership payments are made in advance for the coming fortnight from an approved credit card or bank account.
5. Debits and pool access continue throughout the schools holidays. Both cease in the summer holidays.
6. DD Memberships are ongoing until a Membership Modification Form has been completed and signed with notice of cancellation.
7. The minimum term is 1 year.
8. Memberships cancelled within the minimum period will incur a cancellation fee of \$50.
9. Participants may suspend their DD membership for a maximum cumulative period of 16 weeks.
10. All amendments, including suspensions, changes of debit details and notice of cancellation, must be provided 3 business days prior to the next scheduled debit.
11. Absences due to illness are claimable via the dedicated Medical Suspension Form. A medical certificate must be provided within one (1) week of the first absence and cover the dates of the missed lessons. Alternatively, clients can 'make up' the lesson/s. (See Make-Up Lesson Policy).
12. Failed debits remain due and payable with any processing costs incurred by the Centre passed onto the member.
13. Bluewater will make reasonable contact to notify the Member if there is an unsuccessful DD payment. Primary communication for membership fee recovery is by post, email and/or SMS.
14. Where a member has not reconciled an account over the counter, Bluewater will implement re-debit measures as necessary to recover the outstanding amount.
15. If a member has two (2) consecutive failed payments which are not reconciled in person or by re-debit, 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.
16. If an account frequently fails, Centre Management will respectfully request that the client take out the PIF Term Package.
17. Except where terms differ from those stated above, standard *Bluewater Direct Debit Membership Terms and Conditions* apply.
18. Current Direct Debit Members will be automatically re-enrolled for the next term. Administration will transfer your class holdings to the following term with as much continuity as possible. Members are reminded to check in with customer relations towards the end of each term, in order to confirm that the day and time suit. Remaining with the proposed day and time is not mandatory – members are welcome to select any available session during 'Re-confirmation' week, which is the 2<sup>nd</sup> last week of term (i.e. week 9 in a 10 week term). Re-confirmation week is scheduled prior to 'Re-enrolment' week, which is for Paid in Full customers. This schedule aims to ensure preferential continuity for our Direct Debit clients given their membership status.

**PIF Term Package Conditions:**

1. PIF Term Packages entitle the participant to one (1) lesson per week for the enrolled school term.
2. Packages are paid in advance for the coming lessons (if booking mid-term) or following term.
3. Fees are \$12.40 per lesson, per child. (20% discount on 3<sup>rd</sup> child).
4. New Enrolments for the following term may be processed during the last two weeks of term.
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 Medical Suspension Form submitted within two (2) weeks of the first absence and include an attached medical certificate covering the dates of the missed lessons.
8. Paid In Full clients will not be automatically re-enrolled for the following term. Administration will provide reminders of relevant 'Re-enrolment' dates and processes each term. 'Re-enrolment' week for PIF clients will be scheduled in the last week of term (i.e. week 10 in a 10 week term).

**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 prior to each lesson. Additionally, DD members are required to scan their card at the pool access control gate prior to each swim that is not a swim school class. This allows the Centre to record attendance, a requirement of legislation. 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** – All swim, sport and leisure pools follow and enforce the Watch Around the Water Program. This program holds that children under the age of 10 years must be actively supervised by an adult or guardian 16 years or over at all times. 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/course. Parents who wish to leave feedback for the Swim School are invited to do so directly with the Aquatic Coordinator, by email to [dionne.smith@colacotway.vic.gov.au](mailto: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 learners.
  - 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. Each student may claim a total of two (2) make-up sessions per school term.
2. Make-up lessons can only be honoured when notice of non-attendance is given to the Swim School 24 hours prior to session commencement.
3. No make-ups shall be honoured if contact is made after or during the missed lesson.
4. All make-up lessons are subject to availability and cannot be guaranteed to be on the same day and time as the regular lesson.
5. Make-up lessons shall be redeemed during the current term unless extenuating circumstances make this unachievable. Unused make-up lesson credits are forfeited at the end of every term unless specified otherwise by Bluewater administration.
6. Families who find they are unable to provide notice of non-attendance or schedule a timely make-up lesson may review their lesson suspension/credit/refund entitlements listed under respective Package Options.
7. Bluewater will take responsibility for making-up or refunding lessons cancelled due to unforeseen circumstances (such as emergency situations that suspend daily operations).

**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.

**DD Rollover, PIF Re-enrolment & New Enrolment** – DD students will be rolled over from term to term by Bluewater administration. The rollover will aim to provide continuity, with the day/time as close as possible to the previous term. DD customers will be advised of their student's prospective day/time in the second last week of term, at which time they will have the option to change their scheduled class. At the end of Rollover Week, DD transfers will cease and Re-enrolment of PIF students will commence. The last week of term will be dedicated to Re-enrolment of PIF students only. New enrolment (i.e. students who did not participate in the previous term) of DD and PIF students will commence in the school holidays.

**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 your child's lesson falls on a public holiday, the cost of the class will be automatically deducted from the PIF fee schedules at time of enrolment.

**School Holidays** – Holiday Intensives are available in the two week school break between terms, not over the 6 week summer break between school years. Holiday Intensives will run Monday – Friday over both weeks at advertised times subject to other pool programming. DD members are entitled to book one (1) free Holiday Intensive per school year. This provision is an added benefit to members. As such, if unclaimed in the eligible year, it cannot be converted to other products or services. DD members are also entitled to swim over the two week break between terms. As the summer break period has not been factored into DD Swim School memberships, standard entry fees apply during this time. PIF Holiday Intensive packages are available to all. All Holiday Intensive bookings must be made during the last two weeks of term.