

**General Conditions** – All pool patrons must abide by the Aquatic Areas Conditions of Entry, displayed by the pool access gate and the Centre Terms and Conditions.

**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 will be referred to as ‘Swim School Members’ and have all the usage rights and obligations set out below.

**Package Options – The Bluewater Swim School Program has multiple payment packages available including:**

- Direct Debit (DD) package
- Paid in Full (PIF) package
- Private packages

**DD Package Outline**

1. A DD Membership entitles the enrolled student to one (1) 30 minute lesson per week for 45 weeks and free pool access for the duration of the Swim School Program.
2. Classes, debits and pool access continue throughout Easter and spring school holidays. There is a 2 week break over the winter school holidays, no charges will apply during this period unless participating in a holiday intensive program.
3. All Swim School DD memberships are ongoing, unless cancelled or suspended, until the end of the Swim School Program, when they will naturally expire. No refunds will be offered without proof of correctly submitted forms.

**PIF Package Outline**

1. PIF Membership entitles the enrolled student to one (1) 30-minute lesson per week for that block. Access to the pool is only included for the day of the lesson.
2. PIF Membership covers a set block of time, as outlined during payment. Payment is required upfront. No refunds will be given without a medical certificate or at the approval of the Centre Manager.
3. PIF Members cannot use suspensions, due to the set-up of the blocks.

**Private packages outline**

1. Private Lessons are organised at the discretion of the Swim School Team Leader.
2. Privates are dependent on teacher, and pool lane availabilities.
3. Privates are not limited to set times or days, and are set at an agreed upon period by the family and the Swim School Team Leader.
4. Privates only include access to the pool on the day of their lesson.

**Enrolment**

1. Enrolments are applied for via an Enrolment Form – available at Customer Relations and online, [www.bluewater.org.au](http://www.bluewater.org.au)
2. New students can enrol at any time for the current year’s program.
3. The last two weeks of the annual program is called ‘Re-Enrolment Week’ and reserved to offer preferential re-enrolment to current students for the following year.
4. New and re-enrolment must submit all forms and payments *before* allocate of a class day/time.
5. Upon enrolment, the DD students will be supplied an access card to scan at pool entry. Not only does the card operate access control, it logs the student’s lesson attendance for the day. All students must scan their card on *every* entry. PIF and Private students must present at reception for marking attendance and entry passes.

**DD Payments**

1. DD Fees are \$31.00 per child, per fortnight. Concession and multiple child discounts apply.
2. Payments will be debited from your nominated bank account or credit card (no AMEX).
3. Debits will be scheduled fortnightly on a weekday of your choosing.
4. Payments are made in advance for the coming fortnight; therefore the nominated DD day must be prior to the first lesson.
5. A joining fee of \$20.50 applies per family, not per student. Joining Fee’s apply to all new members.

**PIF Payments**

1. PIF Fees are \$18.50 per lesson, per child.
2. PIF Fees are charged up front, in set blocks.

**Private Payments**

1. Private Lessons are charged at \$47.50 per lesson, per child. Multiple child discounts apply.
2. Payments are due in full, prior to commencement of any lessons.

### Assessment & Progression

1. We systemically assess every 5 weeks. These weeks are a designated 'Assessment Week'.
2. During Assessment Week, an Aquatic Services Officer (ASO) will assess the students from on deck. This staff member will work with your child's regular teacher to ensure assessment is:
  - a. Valid – covering the range of skills and knowledge stipulated by each level.
  - b. Reliable – consistent in quality, performance and interpretation of evidence.
  - c. Flexible – reasonably adaptable to the characteristics of individual learners.
  - d. Fair – equitable for all groups of learners.
3. During Assessment Week, progressing students will be awarded their certificates by the ASO. Photos of this presentation are more than welcome, but please respect the privacy of other pool users by ensuring they are not in the frame without their consent.
4. When a student progresses to a higher level, it may be necessary for Bluewater to make changes to their current booking, be it class day, time or teacher. This will always be done in consultation with the student's family with a view to providing continuity from level to level and/or accommodating schedule preferences.
5. Students are formatively assessed by their teachers throughout their regular lessons. Assessment Week is offered as an additional form of assessment.

### Missed Lessons

1. To minimise lesson disruption, Bluewater does not offer make up lessons.
2. To ease the disappointment of a missed lesson, Bluewater offers suspensions for DD members, in 2 week periods.

### Suspension (DD Memberships only)

1. Lessons continue throughout the Easter and spring school holidays. A compulsory break is applied for the two weeks during winter school holidays.
2. If you wish to suspend your membership, suspensions are applied for via a Membership Modification Form – available at Customer Relations and online, [www.bluewater.org.au](http://www.bluewater.org.au)
3. Students are entitled to 3 voluntary suspensions per annum. Accumulative of a maximum of 56 days per calendar year.
4. The minimum voluntary suspension period is 2 weeks. Two (2) weeks' notice must be supplied.
5. Due to the nature of the Swim School Program, there are two options for suspensions:
  - a. *Reserved Suspension* – Suspensions are charged at half price. Swim Class spots are reserved until child returns and fees return to normal.
  - b. *Unreserved Suspension* – Suspension is at no charge. Swim Class spots are not reserved. It is the responsibility of the membership holder to re-select class days/times upon returning to the program. No refunds will be offered if a suspension ends, but no class has been selected by the membership holder.
6. Medical suspension is for a maximum of 10 weeks where a medical certificate and membership modification form is supplied within 1 week of the first absence. Medical suspensions are offered free suspensions with reserved spots. (Valid medical certificate *must* be supplied).
7. There are no lessons on public holidays. Memberships and associated fees will continue unless a modification form is supplied requesting 1-week suspension. This 1 week is NOT included in the voluntary suspension period mentioned above, so will not affect your suspension restrictions. Three (3) business days' notice prior the next scheduled direct debit is required to effect this suspension, not two (2) weeks' as per voluntary suspension.

### Cancellation (DD Memberships only)

1. Cancellations are made via a Membership Modification Form – available at Customer Relations and online, [www.bluewater.org.au](http://www.bluewater.org.au)
2. All cancellations must be provided 3 business days prior to the next scheduled debit.
3. Members have a grace period of 3 months after cancellation where they may return to the program without incurring a Joining Fee.

### Debits & Debts

1. Bluewater uses a third party Direct Debiting company called EziDebit. Please ensure you read and understand the Ezidebit terms and conditions.
2. Ezidebit will notify the customer of any failed debits. These defaults will incur a failed payment fee payable to Ezidebit.
3. 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.
4. Bluewater will make reasonable contact to notify the Member if there are one or more failed debits. Primary communication for membership fee recovery is by post, email and/or SMS.
5. If a member has three (3) failed payments which are not reconciled, the membership is at risk of being cancelled. The amount owing remains payable to Bluewater and the fee may be passed onto a debit collection agency for retrieval. The member will not be permitted to resign as a DD member until their outstanding debt is reconciled.

**Cooling Off Period** – The Swim School DD Membership includes 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.

**Lesson Cancellations** – If Bluewater has to cancel a lesson due to unforeseen circumstances at the Centre, we will issue you with a credit for the swimming lesson to be applied to a future direct debit, or in the case of Private or Paid In Full Lessons, a refund or credit will be offered at Bluewater's discretion.

**Price Increases & Future Changes** – In line with Colac Otway Shire's budget process, fees and charges are reviewed annually and subject to annual increases. Members will be notified approximately one month in advance of any payment increases or changes in the terms and conditions of their membership. Please ensure your contact details are up to date so you don't miss these and other notices.

**Parent/Guardian Supervision** – Bluewater is a proud Watch Around Water (WAW) facility. The WAW supervision policy means there are guidelines that must be followed while visiting:

- Children under 5 MUST BE accompanied into the water by a parent/guardian and remain within arm's reach.
- Children under 10 MUST BE clearly and constantly visible and remain directly accessible by a parent/guardian.
- All children must be ACTIVELY SUPERVISED at all time by a parent/guardian.
- Unsupervised children (of any age) will be removed from the water if the lifeguard is concerned for their safety.

**Parent/Guardian & Teacher Supervision During Lessons** – During a lesson, the supervising parent/guardian and Swim School teacher will share responsibility for the student's safety in accordance with the WAW policy above. In order to uphold this shared responsibility, it is necessary that the parent/guardian be easily contactable by the teacher. Naturally, that makes leaving the facility prohibited. We find that sitting at the end of the designated lane maintains parent-teacher communication, while showing support for your little swimmer.

**Teacher Supervision During Emergencies/Evacuation** – 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** – We ask that parents allow teachers to reasonably supervise their children during the lesson and not approach children or teachers during lessons. If the teacher requires intervention, they will seek assistance from the parents 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.

**Teacher Consistency** – Here at Bluewater, teachers are rostered in 10 week blocks with a view to achieving a level of teacher consistency. Consistency and routine are especially important to infants and toddlers, making them feel secure while they attempt skills outside their comfort zone. At primary school age, consistency and routine are key to managing a lesson, as children learn best with repetition. While we strive to provide your child with a consistent teacher and class, at times this is not possible due to unforeseen illness and other unavoidable circumstances.

**Water Safety Week** – Water Safety is an integral part of the Swim & Survive Program to which Bluewater subscribes. Twice a year, we will ask students to wear suitable clothing over their bathers to simulate and experience real life survival scenarios. At the same time, we will ask children to leave their goggles at home to experience swimming without them. We appreciate that parents/guardians are keen to see their children make progress in the competitive swimming strokes and skills, and ask that parents appreciate the fact that water safety has an important place in our program as well. The skills your children learn in our water safety program could save their lives or the lives of your family and friends.

**Skill Based Games** – Aquatic skills are learnt through children's natural curiosity and drive to explore. While there's no better way to achieve water safety skills than through fun and play, we appreciate that parents want to see productive lesson time. As such, Bluewater will strive to ensure all our Active & Courage Program games are skill-based and exceed no more than 10% of the lesson time (3 minutes). Please understand that the Wonder Program is a water familiarization program and not a learn to swim program, therefore is largely song and game-based.

#### **Refunds or Credits**

Refunds or credits are only available at the discretion of the Manager. Application for a refund or credit must be made in writing and supported by a doctor's certificate or an explanation of extenuating circumstances. Refunds or credits will be calculated from the first business day upon receipt and based on a pro-rata rate for the unused term of the membership, less a \$30.00 administration fee. Refunds are administered by the Colac Otway Shire office via a cheque which will be posted to the individual.

#### **Policy Interpretation**

In all areas concerning memberships, the decision of Bluewater Leisure Centre management is final. Bluewater management reserves the right to amend membership terms and conditions, cancel a membership and/or restrict access to any part of the Centre whether for maintenance or restricted use without alterations to memberships where reasonable and fair action is taken. Management retains total control over standards, policies and operating procedures of the Centre in accordance with governing industry bodies and compliance regulations.

#### **Customer Feedback, Complaints and Grievances**

Bluewater welcomes customer feedback to assist with "best practice" and "best value" principles in offering the community our services. Our staff are approachable and accept customer comments without judgement. Employees are representatives of Colac Otway Shire and as such are not permitted to make public comment including "off the record" statements to customers and the media concerning business or operational policies and procedures. Customers are entitled to forward formal complaints and grievances to the manager in writing on a customer feedback form (available at reception) and can expect all statements to be dealt with in a confidential and professional manner.

#### **Privacy**

**Colac Otway Shire and Bluewater Leisure Centre** consider the responsible handling of information as a fundamental role and make a commitment to respecting and maintaining an individual's right to privacy in accordance with the Information Privacy Act 2000 (VIC). Bluewater collects personal information from members and users for the purposes of; organising and administering your membership, providing medical or first aid treatment to you and disclosing your health information to medical staff that provide medical treatment if required and sending you promotional material such as newsletters, special promotions and customer surveys related to your membership.

Should you need to change or access your personal details or require further information about Council's Privacy Policy contact our Senior Document Management Officer on 5232 9400.