



SWIM SCHOOL TERMS & CONDITIONS

General Conditions – All pool patrons must abide by the Aquatic Area Conditions of Entry 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

Direct Debit (DD) Members

DD Package Outline

1. A DD Membership entitles the enrolled student to one (1) 30 minute lesson per week for Victorian School Terms, as specified during the enrolment process.
2. For DD members, free pool access is included for the duration of the Swim School Program. This includes swim access during the Autumn, Winter and Spring school holidays.
3. Additional weekly classes are available to add; cost is calculated per class each week.
4. All Swim School DD memberships are ongoing until the conclusion of Term 4, unless cancelled or suspended. Cancellation or suspension must be requested in writing.
5. Swim School members can suspend up to 2 lessons in a term. See *Suspensions* for more conditions.
6. During the enrolment process, a class day and time will be specified. This is the only class a Swim School member is entitled too, no make-up lessons will be available if this lesson is missed.
7. Swim School members can change their nominated group lesson, by contacting Customer Service.

DD Payments

1. DD Fees are \$17.50 per lesson, per child. Concession and multiple child discounts may apply, please contact Customer Service to arrange if applicable. It is the responsibility of the member to inform Bluewater of any eligible discounts, and Bluewater cannot backdate discounts if requests and/or proof is submitted late.
2. Bluewater uses a third party Direct Debiting company called Payrix. Please ensure you read and understand the Payrix terms and conditions when joining.
3. Payments will be debited from your nominated bank account or credit card (no AMEX), as per the Direct Debit agreement.
4. Payments can be made on the Client Portal at any time.
5. Payments are due in advance for the coming fortnight; Where the payment day occurs after the first lesson, the first payment will include lessons passed, as well as the next 2 weeks in advance.
6. Direct Debit Fees are calculated automatically, and include any amount's owing on the profile, as well as the membership charges for the next fortnight. If a class is not scheduled, (such as Public Holidays and Closures) you will not be charged. If a class is cancelled by Bluewater after payment, due to unforeseen circumstances, you will receive a credit towards your next scheduled payment.

Paid In Full (PIF) Members

PIF Package Outline

1. PIF Membership entitles the enrolled student to one (1) 30-minute lesson per week for that block, as specified in the enrolment process.
2. The PIF membership allows the student free pool access for the day of the scheduled lesson only. Access during school holidays is not included with this package.

3. PIF Membership Fees are calculated on the number of classes scheduled during the time period requested by the member. A time period must be specified, including a start date and end date.
4. Payment is required upfront, at the time of booking. No bookings, or spot reservations can be made without payment.
5. No refunds will be given without a medical certificate, or at the approval of the Centre Manager in extenuating circumstances.
5. PIF members who suspend lessons will be given a credit that can be used for future lessons. No refund will be applicable without a medical certificate supplied.
6. No lessons are run on Public Holidays, or School Holidays.

PIF Payments

1. PIF Fees are \$16.60 per lesson, per child. No further discounts apply.
2. PIF Fees are due upfront, before bookings. These are payable direct to the centre.
3. PIF Fees are charged in blocks, as outlined in the enrolment process.

Private Members

Private packages outline

1. Private Lessons are organised at the discretion of Bluewater Management and are dependent on teacher, and pool lane availabilities.
2. Privates are not limited to set times or days, and are set at an agreed upon period by the family and Bluewater Management.
3. Private packages only include access to the pool on the day of the scheduled lesson.
4. Lessons must be pre-paid.

Private Payments

1. Private Lessons are charged at \$50.75 per lesson, per child. Group private lesson discounts are available.
2. Payments are due in full, prior to commencement of any lessons.
3. For ongoing, weekly Private Lessons, a Direct Debit schedule can be entered into at the discretion of Bluewater Management.
4. Refunds are not available for missed lessons, and are at the discretion of the Centre Manager.

All Swim School Members

Enrolment

1. Enrolments are applied for via an Enrolment Form – available at Customer Relations and online www.bluewater.org.au
2. New students can enrol at any time for the current year's program, with the exception of Re-Enrolment Week
3. The last two weeks of the term based program is called 'Re-Enrolment Week' and reserved to offer preferential re-enrolment to current students for the following term.
4. New and re-enrolment must submit all forms and payments **before** allocation of a class day/time.
5. Upon enrolment, the students will be supplied an access card to scan at pool entry. This card operates access control and logs the student's lesson attendance for the day. All students must scan their card on **every** entry. Private students must present at reception for marking attendance and entry passes.
6. Enrolments are considered final only when all payments and bookings have been confirmed by a Customer Service staff.

Assessment & Progression

1. We aim to systemically assess every 5 weeks. These weeks are a designated 'Assessment Week'.
2. During Assessment Week, an instructor 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 may be awarded certificates. 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 and PIF members.

Suspensions

Lessons run in line with the Victorian School Terms and are not run during school holidays. No lessons are run on Public Holidays.

1. If you wish to suspend your membership, suspensions are applied for in writing or via a Membership Modification Form – available at Customer Relations and online www.bluewater.org.au
2. Students are entitled to 2 voluntary suspensions per term. A voluntary suspension requires notice prior to the beginning of the lesson before payments can be altered.
3. 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 do not affect your voluntary suspensions. (Valid medical certificate *must* be supplied).

Cancellation (DD Memberships only)

1. Cancellations are made in writing or via a Membership Modification Form – available at Customer Relations and online, www.bluewater.org.au
2. All cancellations must be provided in advance of 2 weeks prior to their last attended class, to avoid charges for future classes. Refunds will not be offered for cancellations that do not meet this requirement.

Debits & Debts

1. Bluewater uses a third party Direct Debiting company called Payrix. Please ensure you read and understand the Payrix terms and conditions.
2. Failed debits remain due and payable to Bluewater, with any processing costs incurred by the Centre passed onto the member.
3. 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 phone. Where a member has not supplied up to date and correct contact information, Bluewater will not be held at fault for failed contact.
4. 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 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 with the exception of any fees for lessons attended. 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 by a parent/guardian and remain within arm's reach at all times.
- Children under 10 **must be** clearly and constantly visible and remain directly accessible 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, and that the parent continues to keep their child actively supervised, clearly and constantly visible. 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 – Instructors 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 instructor will assume responsibility for the class being taught. After securing the safety of their class to the designated assembly point, the instructor 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.

Enquiries – We ask that parents allow instructors to reasonably supervise their children during the lesson and not approach children or teachers during lessons. If the instructor 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 Swim School Team Leader should a parent require feedback or need to discuss any issues or concerns. Feedback can also be recorded at Customer Service on a Feedback Form.

Instructor Consistency – Here at Bluewater, teachers are rostered in Term blocks with a view to achieving a level of instructor 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 instructor 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 program games are skill-based. Please understand that the Little Wonders 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.