



Swim School Terms & Conditions



1. Definition

- 1.1. "Centre" means the Leisure World complex including but not limited to pool areas, gymnasium and the spa/sauna/steamroom area.
- 1.2. "Management" means the management of the Centre.

2. General

- 2.1. Swimming lessons are ongoing and run for 44 weeks per year.
- 2.2. Swimming lessons are suspended during the July & December/January school holiday periods. Direct debits will be adjusted accordingly.
- 2.3. Swim School membership include one lesson per week and free entry into the Centre to access the pool facilities – excludes suspension periods.
- 2.4. Swim School memberships include one free adult entry for students under the age of 5 years and one free Spectator for students aged 5-11 years.
- 2.5. Swim School memberships are **not valid** for use with any other external programming/event held in the Centre ie. Education Department programs.
- 2.6. Upon joining, members will be issued with a membership card free of charge. The member must produce membership cards to gain entry to the Centre and lockers.
- 2.7. The member may purchase replacement cards.
- 2.8. Members under the age of 12 years must be accompanied by an Adult at all times.

3. Parent/Carer & Member Obligations

- 3.1. A Parent/Carer is to notify the Centre of any change of address, phone, email details or bank details.
- 3.2. All Parents/Carers and members must adhere to all by-laws, regulations, signage, and staff directions relating to the Centre. Failure to do so may result in the membership being terminated at the discretion of Management.
- 3.3. It is the Parent/Carer/members responsibility to advise the Centre of any medical conditions that may impact upon activities conducted at the Centre. An additional Special Needs Information form will be required to be completed by the Parent/Carer for pre-existing medical conditions.
- 3.4. Parents/Carers must handover/collect all students/members under the age of 12 years from the Teacher before and after lessons.
- 3.5. Parents/Carers must be available to the Teacher during lesson for students under the age of 5 years.
- 3.6. Watch around Water policy applies to all Parent's/Carers. Children under the age of 5 years must remain within arm's reach at all times (exception whilst student is in the care of a teacher during Learn to swim lessons). Children under 12 years must be accompanied by a carer over the age of 18 years whilst in the Centre (max of 4 children per adult)

4. Centre

- 4.1. Management reserves the right to amend lesson times or cancel lessons as required.
- 4.2. Management reserves the right to change the teacher without notification. The Swim School do strive to provide continuity where possible.
- 4.3. Management reserves the right to adjust membership charges in accordance with the Fees and Charges

5. Damage and Personal Injury

- 5.1. To the extent permitted by law, the Centre excludes any liability to the member in contract, tort, statute or in any other way for any injury damage or loss of any kind whatsoever (including without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the member and/or any other person, or for any costs, charges or expenses incurred by the member, arising from or in connection with these Terms and Conditions and/or the services/products/equipment provided by the Centre, and/or any act of omission of the Centre.



6. Payments/Agreements - Ongoing Direct Debit Membership

- 6.1. Swimming lessons require the Parent/Carer/Member to join an ongoing direct debit membership. It is considered to be an ongoing agreement and **will continue until terminated by the member or the City of Gosnells.**
- 6.2. A 5% discount is available for second and subsequent children from the same family for ongoing Swim School enrolments. **(excludes Special Needs & Swim4Safety programs)**
- 6.3. Any changes to bank accounts/credit card details must be updated prior to the next direct debit date.
- 6.4. Direct debits will be debited from your nominated account on Mondays on a fortnightly basis (the City reserves the right to change the day of direct debits during any unscheduled Centre closure).
- 6.5. Should a payment default, you will be notified by email and all outstanding monies become due and payable prior to your next lesson.
- 6.6. Ezidebit will charge a \$5.50 dishonour fee if a fortnightly direct debit payment is dishonoured by your financial institution.
- 6.7. Should a maximum of two consecutive payments default, Management retains the right to cancel your membership and cease all further direct debit payments without consultation. All outstanding monies become due and payable immediately.
- 6.8. It is the Parent/Carer/members responsibility to check bank statements to ensure direct debits are correct.
- 6.9. Kidsport vouchers are redeemable for swimming lessons. Customers will need to provide the voucher code on enrolment.
- 6.10. Kidsport vouchers are applied as a credit towards your fortnightly direct debit. Customers need to be aware that you may be charged 2 lessons upfront if your voucher code has not been provided prior to enrolling.

7. Termination/Cancellation

- 7.1. Should a Parent/carers/member wish to terminate their membership a request must be made in writing with at least two weeks' notice. Cancellation forms are available at Reception or online. All written requests to be emailed to swimschool@gosnells.wa.gov.au.
- 7.2. KIDSPORT enrolments are not able to be cancelled until the voucher amount has been used. No refunds available for Kidsport funding.
- 7.3. Cancellations & Refunds are not available for Swim4Safety enrolments.
- 7.4. The Centre is not obliged to refund any portion of the member's fees. Refunds are not available for direct debits that have already occurred.
- 7.5. No claim for compensation, damages or refunds may be made by members against the City of Gosnells and/or Management for the misinterpretation of these Terms and Conditions.
- 7.6. Management can terminate a person's membership where the Parent/Carer/member does not comply with these Terms and Conditions, or the behaviour of the member risks the health and safety of other patrons.

8. Medical Credits

- 8.1. Credits are only available for missed lessons due to **unforeseen** medical conditions (max of 2 credits per claim – max 8 per year per student).
- 8.2. Swim4Safety enrolments will receive 1 extra lesson per medical credit to run consecutive with current booking (max of 2 credit lessons per booking).
- 8.3. All claims require supporting documentation to be provided. Medical documentation will need to relate to the member enrolled and cover appropriate date period of lesson.
- 8.4. Leisure World recommends cancellation out of the program for any prolonged **foreseen** absences. No further credits will be given if you remain enrolled.
- 8.5. All requests are required to be in writing and emailed to swimschool@gosnells.wa.gov.au. Forms available on the City's website.



9. Disputes

- 9.1. All disputes must be in writing and will be handled in accordance with the City of Gosnells policies and procedures.