



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/steam room 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 break during the July & December/January school holiday periods
- 2.3. Swim School membership include 1 x swimming lesson per week and free entry into the Centre to access the pool facilities. Swim School memberships additionally includes:-
 - 2.3.1.1. 2 x spectators free entry any time with student.
 - 2.3.1.2. One adult accompanying 1 x student in the water (0-6 years) any time
 - 2.3.1.3. Where a parent has more than one student enrolled in swim school, they will be permitted free entry to the pool to practise swimming with one student while the other participates in their lesson.
- 2.4. Swim School memberships are **not valid** for use with any other external programming/event held in the Centre ie. Education Department programs
- 2.5. Upon joining, members will be issued a membership card free of charge. Membership cards must be produced by the member to gain entry to the Centre and for use of the lockers. Excludes Swim School holiday programs.
- 2.6. Replacement cards can be purchased at a cost to the member
- 2.7. Members under the age of 10 years must be accompanied by an adult at all times whilst in the Centre

3. Parent/Carer & Member Obligations

- 3.1. A parent/carers is to notify the Centre of any change of postal address, phone numbers, email address or bank details
- 3.2. All parents/carers, members and spectators 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/carers/members responsibility to advise the Centre of any medical conditions that may impact upon activities conducted at the Centre. Additional information may be requested to be completed by the parent/carers for pre-existing medical conditions
- 3.4. Parents/carers must handover/collect all students/members under the age of 10 years to/from the swimming teacher prior to and at completion of each lesson
- 3.5. Parents/carers must be available during lessons for students under the age of 5 years
- 3.6. The Watch around Water policy applies to all parents/carers whilst in the Centre. 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 swimming teacher during swim lessons). Children under 10 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 modify lesson starting times or cancel swimming lessons as required
- 4.2. Management reserves the right to change the swimming teacher without notification. The Swim School will continue to strive to provide continuity where possible
- 4.3. Management reserves the right to adjust membership fees in accordance with the 'Scheduled Fees and Charges' which is adopted in July annually

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. All swimming lessons are on a membership and require either a bank account or credit/card to enrol, 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 offered for second and subsequent children from the same family for ongoing swim school enrolments – please note this **excludes KidSport and third party invoiced enrolments**
- 6.3. Any changes to either bank accounts or credit cards must be advised and updated prior to the following direct debit date
- 6.4. Direct debits are processed fortnightly on a Wednesday (the City reserves the right to change the day of direct debits during any unscheduled Centre closure)
- 6.5. Should a payment default, an email will be sent to notify and all outstanding monies become due and payable prior to the next swimming lesson
- 6.6. A \$15.50 dishonour fee will be charged in the event that a direct debit payment is dishonoured by the members financial institution (as per the City's Scheduled Fees and Charges)
- 6.7. Should two consecutive payments default (maximum of 2 x failures), Management reserves the right to cancel the 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 accepted at Leisure World. A voucher code is required upon enrolment
- 6.10. KidSport vouchers entitles members to 10 consecutive lessons. Should the KidSport voucher not cover the full costs of lessons, it is the responsibility of the member to ensure payment is made for the shortfall to the City of Gosnells.

7. Termination/Cancellation

- 7.1. In the event that a cancellation of the swimming lessons membership is required, a request must be made in writing with a minimum of 14 days' notice. Cancellation forms are available at the Leisure World reception desk. All requests are to be emailed to swimschool@gosnells.wa.gov.au
- 7.2. The City is not obliged to refund any portion of the member's fees. No money will be refunded for direct debits that have already occurred.
- 7.3. 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.
- 7.4. Management can terminate a membership where the parent/carer/member does not comply with these Terms and Conditions or the behaviour of the member is causing risk of health and safety to other Centre patrons
- 7.5. Cancellations are not available for 'fixed KidSport enrolments' or Swim School holiday programs. No refunds or transfers are available.

8. Medical Credits

- 8.1. Credits are available for missed lessons due to **unforeseen** medical conditions (max of 2 x credits per claim – max 8 x credits per year per student).
 - 8.1.1. In the first instance that a child misses a lesson, provided prior written notification is given, a full credit will be provided. Any subsequent absences will require supporting documentation such as a medical certificate or proof of an appointment etc.
- 8.2. KidSport medical credits will receive 1 x extra lesson per credit consecutive with booking (max of 2 x swimming lessons per booking)
- 8.3. Swim School holiday programs will receive a maximum of 2 credits per student/booking.
- 8.4. All claims require supporting medical certificates to be provided. Medical certificates will need to relate to the member enrolled and cover appropriate date period
- 8.5. Leisure World recommends cancellation from the swimming lessons program for any **foreseen** absences due to ongoing medical conditions. No further credits will be given
- 8.6. All requests are required to be in writing and emailed to swimschool@gosnells.wa.gov.au .

9. Disputes

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