

## TERMS AND CONDITIONS

#### **ENROLMENTS**

- All new customers are required to complete an enrolment including a signature to accept Northlakes Swim Centre Terms and Conditions.
- o Lesson Fees for the next term will be invoiced prior to the end of the current term.
- o A 2-week deposit per child is required to enrol into a class.
- o Lesson fees must always remain two weeks in advance.
- A 2-week deposit must be paid prior to the end of the current term to secure your spot for the next term.
- Customers who have NOT paid a deposit by the last day of the current term for the next term WILL be removed from their spot and must call the centre to re-enrol.
- All fees must be paid by the 2<sup>nd</sup> last week of the term for the current term.
  (additional administration fees of \$1.00 per day will be added to your account until payment has been made).

#### **PAYMENTS and MERCHANT FEES**

- All fees paid in advance prior to the next Term commencing will receive a 5% discount. The terminal fees will be waived. We will still require a 2-week deposit to secure your spot for the next term, and once invoices have been emailed, the above applies if the full balance is paid prior to the first day of Term. (Fees must be shown in the bank prior).
- All payments made, must now be 2 weeks in advance and remain 2 weeks in advance.
- o All payments using the merchant facility will incur the fees.
- o For cash payments and Internet bank transfers, no merchant fees apply.
- All fees paid fortnightly or in instalments, will incur a \$1.00 administration fee on each payment. Please note no more weekly payments will be accepted, this is in line with being 2 weeks in advance.

# **BANK DETAILS**

 Payments made into our bank account: ANZ, BSB: 012 477 ACCOUNT: 651043311 (First and last name of student to be included in Description/remitter information) If paying in instalments, the \$1.00 administration fee will be added to your account, per transaction.

#### **FAILED PAYMENTS**

- If the bank rejects a transaction, an alternative payment must be made within 24 hours.
- o Failed payments remain due and payable.
- Any costs incurred by Northlakes Swim Centre from the bank will be passed on to vou.
- o An administration fee of \$25.00 + GST will apply in addition to bank costs.
- Any fees not paid by the end of term will be forwarded to a debt collector, their fees will also be passed on to you.

#### **CANCELLATIONS, REFUNDS AND CREDITS**

- Refunds are issued in the case of genuine illness where students are unable to complete the term. The following conditions apply:
  - Written notification with an accompanying medical certificate must be sent to the office
  - Refunds are issued from the date of the office receiving the medical certificate
  - Remaining lessons cannot be transferred to the next term or other family members
  - o An administration fee of \$50 + GST will be deducted from all refunds
  - Program fees/classes are non-transferable to other people/family members and cannot be converted to other products or services
- o To withdraw from your lessons, we require two weeks paid notice.
- To notify us of your intent to withdraw from your lessons, please email our office at northlakesswim@gmail.com (documented and time stamped).
- o No refunds will be given for "change of mind".

### MISSED LESSONS / MAKE UP LESSONS

- Make up lessons are offered to students who are unable to attend lessons due to illness.
- Whilst we will do our best to accommodate make up lessons, they cannot be guaranteed.
- o There is a maximum of 2 make up lessons per child, per term, subject to availability.
- Please advise our office if you are unable to attend a lesson at least 3 hours prior to your class commencing.
- o Make up lessons cannot be transferred to the next term or Holiday Program.
- o Make up lessons are not offered for missed Holiday Program lessons.
- o Make up lessons are not transferrable to other family members or other families.
- If you book a make-up lesson and are unable to attend, another make up will not be offered.
- o Make up lessons cannot be transferred off your term fees.
- Make up lessons won't be offered if there are any outstanding fees on your account.

### **ACTIVE KIDS and FIRST LAPS VOUCHERS**

- Vouchers are not transferrable between siblings or families.
- o Will only be accepted for children who are enrolled in our classes.

### CONDUCT/RESPECT/POOL RULES

- Northlakes Swim Centre Management reserves the right to terminate swimming lessons for any child/parent/guardian who:
  - Repeatedly displays inappropriate pool behaviours which causes harm and / or discomforts other customers / staff.
  - o Any action or behaviour that could impact on safety or the welfare of others.
  - o Commits an act of vandalism that causes significant damage to property.
  - Uses offensive or abusive language and / or attitude to swim school staff or other customers.
  - o Hot drinks are not to consumed inside the pool area. Water bottles are encouraged (plastic).
  - Under no circumstances can glass or ceramic products be brought into the facility.
  - o Always walking only in the facility.
  - Parents, guardians, and siblings are to observe lessons from the seated area.
    We request this to ensure all children in classes are concentrating on their instructor and distractions are limited.
  - Please be respectful of all other families by ensuring your children, whether in lessons or not, are always being supervised.
  - A parent or guardian must check each child in and is responsible for their safety and behaviour unless that child is in the water with their designated teacher.

### **SCHOOL HOLIDAYS / PUBLIC HOLIDAYS**

- Classes do not run on public holidays or term school holidays and do not form part of your term fees.
- o We may run School Holiday Programs and fees are separate to your term fees.

#### **ATTIRE**

- o All swimmers must wear a swim cap.
- o It is recommended all swimmers wear goggles. (We do at various times ask students to not wear goggles as part of water safety).
- o Rash Vests and board shorts are not recommended for lessons.
- All students who are not fully toilet trained, must wear aqua nappies whilst in the pool.
- All children who are under the age of 3 and any child not fully toilet trained must wear both a disposable and a waterproof, reusable nappy. The reusable nappy must fit snug around the legs. The nappy must always be secured by a swimming costume over the top.
- Entry into the pool will not be granted without these (no make-up lesson, credit or refund will be provided).

#### **ENTERING THE POOL**

- o Children must not enter the pool unless their teacher has instructed them.
- o Children are not to use the pool outside of their scheduled lesson times.

### **CLASS / TEACHER CHANGES**

- Northlakes Swim Centre reserves the right to cancel or change classes and teachers or move students if the need arises.
- We endeavour to maintain consistency with teachers however, this is not always possible.

#### PHOTOGRAPHIC AND VIDEO

- Photographs or video footage cannot be taken of a child or children whilst they are in the centre.
- o Parents wishing to take an image of their child/ren during class time, must get consent of all other parents or guardians whose children are in the class.
- Northlakes Swim Centre staff may take video or still images of students as part of its swimming program unless specifically requested not to by the student, parent, or guardian.
- o Images remain the property of Northlakes Swim Centre and may be used for instruction, coaching, training, and promotional material.

### **PARENTAL SUPERVISION**

- It is the condition of entry that all children must be accompanied by a parent or guardian whilst at the centre.
- o Children will not be accepted into lessons if a parent or guardian is absent.
- We would also appreciate your assistance in keeping our pool deck, shower, qand toilet area clean. Please supervise your children to ensure our facility is clean for everyone's use.

#### **PRIVACY**

- Information collected by Northlakes Swim Centre is personal information as defined by the Privacy Act 1998. This data includes your first name, last name, email address, telephone number etc.
- Northlakes Swim Centre uses your personal information to contact you about a booking, keep you informed of matters that may be of interest to you.
- Your personal information is not used for commercial purposes and is not distributed to any other organisation for any purpose.
- o Information such as medical details is required to assist in accommodating the individual's needs and abilities.

#### **PRIVATE LESSONS**

- Unfortunately, we are unable to provide make up lessons or give refunds due to any missed lesson.
- Private lessons are subject to teacher availability and pool space and with our program growing, there will be limited times where we can provide private lessons.

#### **FAECAL & VOMIT RESPONSE**

- o In the case of Faecal & Vomit matter being reported within the pool, we are required by law, to immediately close the pool, while we remove the faecal matter and treat the pool chemically.
- o This will ensure the spread of infectious disease is not possible. In this case, we will need to cancel lessons.
- o Where we can, we will schedule a make-up lesson for those people who have been affected by the pool closure or offer 1 credit per family.
- Please understand that faecal & vomit matter in the pool comes at a major cost to the business and a huge inconvenience to other families in the program. We would appreciate if you took all precautions to limit this by referring to our swim nappy policy.
- o The cost of the above matter will be invoiced to the family at a minimum cost of \$350 + GST. This partly covers the cost of wages, administration, loss of business operation, water, chemicals, and cleaning time.

Thank you for your understanding.

**Northlakes Swim Centre Management**