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# Terms and Conditions

SwimTech Albury's learn to swim program runs year-round for 50 weeks a year with a 2-week break over the December/January school holidays. You are entitled to makeup lessons which are valid for the calendar year of your enrolment.

## 1. Enrolment

- a) By enrolling in lessons at SwimTech Albury you are agreeing to the Terms & Conditions provided by SwimTech Albury in this document and any others that are relevant.
- b) Your child will be entitled to a weekly lesson/s starting from 29th of January (2024) or thereafter.
- c) The enrolment will be the same day and time each week unless notified by SwimTech Albury otherwise.
- d) SwimTech Albury reserves the right to change and/or alter the scheduling of lessons with regards to time and day at their sole discretion.
- e) New or returning students may be required to attend a swimming assessment prior to enrolment.
- f) Enrolment will be processed on the following two conditions:
  1. The joining fee is paid in full (non-refundable).
  2. Completed payment details is received.
- g) A minimum enrolment of 12-months is required.
- h) All information relevant to a student's ability to perform, learn or participate in classes must be disclosed. This may include but is not limited to:
  1. Special needs
  2. Learning difficulties
  3. Behavioural issues
  4. Trauma
  5. Other
- i) SwimTech Albury reserves the right to change the day and time of enrolments in the event that a child is not suitably matched to the teacher, time of class, level or their peers.

## 2. Makeup Lessons

- a) Make up lessons must be marked absent within the parents portal by at least 24hrs in advance.
- b) Phone call, message, email, social media or in-person absences are not accepted, under any circumstances.
- c) In the event that the time conditions for the above point a) cannot be met only a medical certificate will be accepted.
- d) All make-up lessons are subject to availability.
- e) Unlimited make-up lessons are available given you follow the correct process above.
- f) Make up lessons do not act as a credit.
- g) Make up lessons must be used within the calendar year in which they are marked otherwise they will be forfeit.
- h) Make up lessons are non-refundable.
- i) Make-ups are not able to be rebooked; thus missed make-up classes will be forfeited.
- j) Make ups can be accessed via the parents portal on our website.

### 3. Fees

#### Direct Debit

- a) Fees are separated into two portions:
  1. Joining Fee
  2. Lesson Fees
- b) Fees are required to be paid at least 2-4 weeks minimum in advance; this means fees will be debited 2 weeks before the start date of classes.
- c) In the event a swimmer begins classes sooner than 2 weeks the fees must be paid in advance so that the account is in credit in accordance with point 3b).
- d) Where you are paying by direct debit, you allow us to direct debit the Fee until these Terms are terminated.
- e) If a direct debit is failed, a dishonor fee will be applied to your account.
- f) If you terminate the agreement or stop the automatic debit arrangement in a manner not described in the agreement, then you may be liable to us for damages for breach of contract.
- g) If we have to terminate your contract due to breach of terms, you will have to pay the remaining amount owed.
- h) We may directly debit from your nominated account or card any amounts due and payable under these Terms.
- i) If any payment has not been made within 7 days of the due date set out in the Payment Terms, we have the ability to immediately cease providing swimming lessons.
- j) Subject to your rights under the Australian Consumer Law, we will not refund any amounts paid by you.
- k) We may change our third-party payment provider at any time, at our sole discretion.
- l) Additional fees (being bank charges or administrative charges incurred by our third-party payment provider) may apply for any overdue or late payments.
- m) We may increase the Fees for Swimming Lessons with 30 days' notice to you via email.
- n) There will be a 1% surcharge on all Card (Visa or MC) payments.
- o) We reserve the right to engage debt collection services for the collection of unpaid and undisputed debt including but not limited to:
  1. the fees for our engagement of debt collection services
  2. the right to commence legal proceedings for any outstanding amounts owed to us.

#### 12-Month Upfront Payment

- a) The joining fee will not be applied if the 12-month payment is made upfront.
- b) If the 29<sup>th</sup> of January start date was missed, the discount will no longer be valid.

### 4. Cool-Off Period

- a) Your Membership is subject to a 48hr cooling off period which commences after sign-up. The cooling-off period ends 48hrs after it starts. During which either you or we can terminate our membership by giving notice in writing (including by email).

### 5. Public Holidays

- a) SwimTech Albury will be closed for the following public holidays:
  - Monday - Easter Monday, King's Birthday, Labour Day
  - Tuesday - N/A
  - Wednesday - N/A
  - Thursday - ANZAC Day
  - Friday - Good Friday, Albury Gold Cup
  - Saturday - Easter Saturday
- b) If your booking falls on a day with a public holiday you will receive one make-up lesson for the day missed as a result of that public holiday
- c) These are able to be booked in as per above and follow the same rules as set out in this

document.

## **6. SwimTech Guarantee**

- a) To be eligible for our guarantee your child must have a 90% attendance of regular classes for the previous 30 lessons. (Make up lessons are not included as regular attendance)

## **7. Cancellations/Refunds**

- a) Your booking or child's booking(s) is ongoing until you notify us that you wish to cancel.
- b) To cancel, a completed 'Cancellation Form' must be submitted.
  1. 4 Weeks notice is required to cancel any enrolments. Attendance of lessons in this 4-week period is permitted.
  2. A cancellation fee of \$50 per child is required to be paid before a cancellation request will be processed.
- c) Non-attendance is not a reason for the direct debit to cease.
- d) Any fees charged due to not actioning a cancellation are non-refundable and non-transferable.
- e) Upon a class booking being cancelled, all make-up classes associated with that class will no longer be available to be redeemed.
- f) If you decide to cancel your enrolment and then at a later date would like to re-enrol, another joining fee (separate to term fees) will be required.
- g) Joining fee is non-refundable and non-transferrable.
- h) Credits and Refunds will be issued under the following guidelines:
  - Moving away. (New address proof must be attached)
- i) No refunds or cancellations will be processed for major illness or injury. Instead you will receive make-up lessons for lesson you missed.
- j) If your child passes Level 8 and does not wish to continue to junior squad, you will not be charged from that point forward.

## **8. Referrals**

- a) Referrers will receive a \$70 credit to their account if they successfully refer someone or are successfully referred.
- b) Only one referral fee is available per family referred.
- c) Both the referrer and referee must have paid the Joining Fee and signed a Direct Debit Form to be eligible for the credit.
- d) The \$70 will be taken off the Fortnightly Direct Debits.

## **9. Non-Transferable**

- a) Memberships and lessons are non-transferable to other people/family members and cannot be converted to other products or services.

## **10. Termination Of Swimming Lessons And/or Pool Access**

- a) SwimTech Albury reserves the right to terminate your subscription for Swimming Lessons and/or Pool Access for any child/parent/patron who:
  - commit a serious breach of these Terms.
  - breach these Terms and you do not remedy the breach within 7 days of us giving you notice to do so.
  - Repeatedly displays inappropriate pool behavior which causes harm and/or discomfort other customers.
  - Commits an act of vandalism that causes significant damage to property.
  - Act in a manner that is dangerous or abusive to any person.
  - Any payment has not been made within 7 days of the due date set out in the Payment Terms: or

- Breach any terms and conditions set out on any Direct Debit request or authorization form.
- If we terminate your Membership for any reason outlined, we may recover any reasonable costs and expenses we incur as a result of your breach.
- We do not allow any suspension or freezing of your Subscription.

## **11. Privacy Statement**

- a) The personal information collected by SwimTech Albury is used to provide contact information for organizations or individuals, wishing to enrol into learn to swim lessons.
- b) Information such as medical details are required to assist in accommodating the individual's needs and abilities.
- c) This information may be disclosed to other areas of SwimTech Albury, or third parties should contact be necessary regarding an issue with the booking, and in accordance with the Information Privacy Act.

## **12. Release Of Liability**

- a) SwimTech Albury, its owner(s) and operators will be released and held harmless from any and all liability, claims, demands, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by the participant and/or the undersigned, while in or upon the premises or any premises under the control and supervision of SwimTech Albury staff, its owners and operators or enroute to or from any of said.
- b) By completing an enrolment, the parent/guardian acknowledges and agrees to these terms and conditions. We reserve the right, at our sole discretion, to modify or replace the Policies and Terms and Conditions by posting the updated terms on our website site, and customer portal. If you have any questions about the Policies, please contact us directly.

## **13. Risk Warning**

- a) You agree and acknowledge that death, physical harm, or personal injury may arise from you/child or another party's acts, omissions or negligence.
- b) You understand and voluntarily accept any risk that may arise from your participation in SwimTech's Swim School.

## **14. Rules of Conduct**

- a) To comply with these Terms, all applicable laws, and all of our reasonable requests or requirements at all times during the term of these Terms.
- b) To obey house rules or conditions that are introduced or otherwise communicated by us, from time to time.
- c) To check in to the facility each time you arrive at the desk before participating in the swimming lesson.
- d) To not be under the influence of alcohol or non-prescription drugs when in the facility.
- e) To not engage in reckless, foolish or negligent behaviour which may create a risk of injury to you or a third party.
- f) To respect fellow members, equipment and facilities and ensure you leave equipment as you found it.
- g) To keep any belongings and valuables you bring into the facility safe.
- h) To wear suitable clothing at all times when in our facility.

## 15. Acknowledgements & Warranties

- a) You must immediately notify us if you become aware of the following that may impact your safety at SwimTech's facility:
  - Medical conditions
  - Physical conditions
  - Psychological conditions
  - Injury/Impairment
- b) We do not provide any guarantee as to the number of staff members available, at any time, in the facility.
- c) If you are signing on behalf of your child, you have informed your child of the rules of participating in the Swim School.
- d) There are no legal restrictions preventing you from agreeing to these Terms.
- e) You will at all times comply with the rules of conduct.
- f) Any information you provide to us is true, correct and complete.
- g) You are responsible for obtaining any consents, licences and permissions from other parties (such as medical practitioners) which we may require.
- h) You must not attend our facility if you are suffering from any illness, disease, injury or other condition that could be a risk to your health or safety or that of other members.
- i) We may disclose contact information to third party service providers who help us deliver our services including:
  - technology service providers
  - data storage
  - web-hosting and server providers
  - professional advisors
  - debt collectors
  - payment systems operators
  - business partners

## 16. Limitations

To the maximum extent permitted by law:

- a) We will have no Liability, and you release and discharge us from all Liability, arising from or in connection with: a) Any loss, theft or damage to your property (including personal items). b) Any negligent acts or omissions of you or any third party, including any third party that you allow onto the Premises. c) Lack of suitability or benefit with respect to the Program.

## 17. Swimming Attire

- a) All students who are not fully toilet trained must wear correct aqua nappies whilst in the pool. We recommend all students (except babies) wear a swim cap. It is recommended that all students (except babies) wear goggles.

## 18. Parental Supervision

- a) It is a condition of entry that all children (10 years and under) must be actively supervised by a parent/guardian whilst at SwimTech Albury.
- b) Children must be collected by a parent/guardian (over the age of 16) at the conclusion of each lesson.
- c) You may not use cameras or mobile phones in the change rooms, toilets, or shower areas.
- d) Children aged five years and below who are using the changing room of the opposing gender must be accompanied by their parent or guardian.

- e) Students seven years and above are required to use the changing rooms which best reflect their gender identity.
- f) Active supervision of your child is required at all times to ensure the comfort of all patrons.
- g) We wish to kindly request that all pool users remain respectful of others' privacy when using these shared spaces.

## **19. Photographic Videos & Images**

- a) Photographs or video footage is not allowed to be taken of a child or children whilst they are in the centre.
- b) Parents and relatives wishing to take images of their child/ren during class must ensure other children in the same class are not in the photo or video.
- c) When taking a group photo or video consent of all other parents or guardians whose children are in the same class is required.
- d) Entering our facility gives SwimTech Albury the irrevocable and unsolicited usage of any photographic or videographic material taken at the company's sole discretion unless written otherwise by an authorized parent or guardian.
- e) Withdrawing your consent: If you want us to stop using the photos or video of your child, you must tell our team at [admin@swimtechalbury.com](mailto:admin@swimtechalbury.com) . We will not use them again, but we may not be able to remove them from things that have already been published.
- f) The law says that photos or video of your child are their personal information. There are privacy laws in Victoria and New South Wales that say how personal information can be used. We will follow these laws.