



# MEMBERSHIP TERMS AND CONDITIONS

ALL TERMS AND CONDITIONS OF MEMBERSHIP ARE BINDING ONCE  
THE ENROLMENT FEE IS PAID

CURRENT FROM TERM 3 - 12TH JULY, 2021

## 1. New Enrolments

New enrolments are only accepted with a signed and completed Enrolment Form acknowledging and accepting the following Terms and Conditions. Full payment must be received to secure your place. We do not hold positions or accept partial payments. If an assessment is required to determine the child's ability, the Pool Deck Officer will contact the applicant to arrange a time to conduct the assessment.

## 2. Re-Enrolling for the next Term.

From 2021 - Existing Learn to Swim Victoria (LTSV) students are automatically enrolled for the following Term. You will be notified when your invoice is due via email three (3) weeks before the end of the current Term that will indicate the Term dates, lesson times and fees.

To confirm your re-enrolment, your payment must be received no later than the due date on your invoice. Failure to pay on time will open your place to other clients who are interested in securing their lesson time. You may choose your class times and make online payment via our website: [www.learntoswimvic.com.au](http://www.learntoswimvic.com.au). If you miss a Term, we ask that you complete a new Enrolment Form due to ongoing changes to our Terms and Conditions and for up to date record keeping.

**If you do not wish to re-enrol for the next Term, we kindly ask that you notify our office ASAP.**

## 3. Lesson Cancellations

Class occupancy is a major factor in determining whether classes will run. In the event, that your chosen class is not 60% full, a Swim School staff member may contact you to transfer you to an alternate class. All lesson cancellations are at the discretion of Management.

## 4. Class Changes Requested After Term Commencement

An administration fee of \$30 per child will apply for requested changes to lesson times after the commencement of Term for any reason.

## 5. Fees & Payment Methods

Our preferred method of payment is via our online payment facility, located at [www.learntoswimvic.com.au](http://www.learntoswimvic.com.au) under the 'Customer Login' section. Online payment can be made by the following method:

- CREDIT CARD (VISA & Mastercard)

Or over the phone or in person at our Reception

- EFTPOS and CASH

A 10% discount applies to all families with three (3) or more children enrolled in Learn to Swim lessons (only) in the same Term. This discount does not apply to those in squads. A 10% discount applies to children taking two (2) lessons per week.

## 6. Non-Transferable

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

## 7. Termination of Swimming Lessons by LTSV

Displays of inappropriate behaviour that causes harm and/or discomfort to others, or commit an act of vandalism that causes property damage; uses offensive or abusive language and/or attitude will lead to termination. LTSV reserves the right to terminate swimming lessons and refund the remainder of fees for the Term.

## 8. Cancellations and Refunds

### Prior to Term commencing:

Full refund will be issued, and contract can be voided if written notification is provided prior to the commencement of the Term, however a \$50 administration charge will apply

### Once Term commences:

Refunds will only be given up to the end of week six (6) on presentation of a Medical Certificate and will incur an administration charge of \$50. Refunds are issued from the date the certificate is received at the office and only for the remainder of the lessons owing. This certificate must state the dates of unattended lessons. Refunds will not be issued to any person other than the enrolled student stated on the Medical Certificate.

We do not issue credits or transfer enrolments to another Term.

### NO MEDICAL CERTIFICATE, NO REFUND.

### After the end of week six (6):

No refunds will be given, and we do not issue credits or transfer enrolments to another Term.

## 9. HOLIDAY PROGRAMS:

No refunds will be given, and we do not issue credits or transfer enrolments to another Term.

## 10. Car Parking

Heidelberg Primary School has requested clients avoid parking their car in front of the Emergency Gates that access the school or on the pathway leading to the Swim School facility. We ask you to be mindful of other clients when entering/exiting the car park. Ensure that you only use our car park when you are attending lessons and not for before or after school parking.

## 11. LTSV Membership Cards

Membership cards MUST be presented to Reception prior to your lesson. Clients without a card may collect one at any time from Reception. If you have lost your card and would like a new one, please contact Reception.

## 12. Public Holidays and School Holidays

Our swim classes do not run on Public Holidays during the School Term or during Holiday periods. You will not be charged or required to do a Make-Up Lesson.

## 13. Swimming Attire

Articles of clothing such as streetwear, underwear, cut-off jeans, bike pants, leotards, and casual wear are strictly prohibited. Only recognised swimwear made from lycra or nylon is to be worn in the water.



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All students who are not fully toilet trained must wear correct waterproof Aqua Nappies while in the pool. All students (except Babies) MUST wear a swim cap, and if you arrive at your lesson without one, you will be directed to Reception where you can purchase one. It is recommended that all students wear goggles (except babies).

## 14. Parental Supervision

It is a condition of entry that all children (12 years and under) must be actively supervised by a parent/guardian whilst at LTSV. Children will not be signed in at Reception if a parent/guardian is absent. Children must be collected by the parent/guardian (over the age of 16) at the conclusion of each lesson.

You may not use cameras or mobile phones in the Change rooms, toilets or shower areas.

Children aged six years and below who are using the changing room of the opposing gender must be accompanied by their parent or guardian. Students seven years and above are required to use the changing rooms which best reflect their gender identity. Active supervision of your child is required at all times to ensure the comfort of all patrons. We wish to kindly request that all pool users remain respectful of others' privacy when using these shared spaces. Learn to Swim Victoria have a disable change room (if unoccupied) to allow for additional privacy should students or parents require it.

Students and parents are not permitted in the pool before or after class. Please refrain your children from disturbing classes that are in session. Toys on pool deck are for class use only.

## 15. Duty of Care

LTSV staff have a duty of care for students for the duration of the swimming lesson. A parent or guardian must provide active supervision of their child before and after scheduled lessons. LTSV is not otherwise responsible for the supervision of students outside their scheduled lesson time.

## 16. Photographic & Video Images

Photography and video footage is not permitted while you are at LTSV. Parents/Guardians wishing to take images of their child during class MUST get the consent of all other parents/guardians in the same class as well as notify the class Swim Instructor and Reception Staff.

Any photographic or video footage taken by LTSV staff is used in-house for training purposes only. On the odd occasion, swim school staff may ask permission to take photos of your child to post on Social Media platforms. If this occurs, you will be asked to sign a Media Release Form.

## 17. Teachers & Time Changes

LTSV reserves the right to cancel or change classes and instructors. Students may also be moved into a different class if deemed necessary. We endeavour to provide you with the most consistent experience possible; however, there are occasions when lane and teacher changes are required. We strive to maintain consistency with our instructors, but sometimes changes are unavoidable.

Please be advised that we cannot guarantee instructors or class times from Term to Term. All staff undergo regular training days to improve and maintain their high level of teaching standards. Please note:- refunds will not be given as a result of lane or teacher changes.

## 18. Healthy Swimming

Steps to healthy swimming are recommended by the Victorian Department of Health. Please do NOT swim if you have had diarrhoea or vomiting in the past two weeks.

**COVID – IT IS A HEALTH DEPT. REQUIREMENT YOU DO NOT ATTEND LESSONS IF YOU ARE DISPLAYING COLD OR FLU LIKE SYMPTOMS**

## 19. Release of Liability

As the legal parent or guardian, you release and hold harmless Learn to Swim Victoria, its owners and operators 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 Learn to Swim Victoria staff, its owners and operators or en route to or from any of said. premises.

## 20. Privacy Policy

LTSV is committed to providing quality services to you and this policy outlines our ongoing obligations to you in respect of how we manage your Personal Information.

We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (the Privacy Act). The APPs govern how we collect, use, disclose, store, secure and dispose of your Personal Information. A copy of the APPs may be obtained from the website of The Office of the Australian Information Commissioner at [www.aaic.gov.au](http://www.aaic.gov.au).

**LEARN TO SWIM VICTORIA  
ABN: 74 005 480 973**

**P.O. Box 2219, East Ivanhoe, VIC 3079  
[www.learnertoswimvic.com.au](http://www.learnertoswimvic.com.au)**

## **COVID LOCKDOWN POLICY**

### Government enforced Swim School shutdown

This policy reflects the current LTSV terms and conditions at the time you made your booking and relate to the Point 8. Cancellation and Refunds, which stipulate a \$50 administration charge will apply.

1. In the event of a government enforced shutdown with a duration of 6 days or less.

A full credit will be issued for clients who have missed classes during that period. This credit voucher will be applied to your account and can be used for future classes, or merchandise. If unused this credit will expire in 12 months. The credit voucher is non-transferable outside the allocated account.

2. In the event of a government enforced shutdown which is greater than 6 days in duration.

In line with the ACCC guidelines and LTSV's terms and conditions, LTSV will issue a credit voucher for missed swim classes during lock down only, less an administration fee for unrecoverable expenses (Wages, Insurance, IT, etc). This will be pro-rated at \$5 for each 7-day period missed per enrolled student.

This credit voucher will be applied to your account and can be used for future classes, or merchandise. If unused, this credit will expire in 12 months. The credit voucher is non-transferable outside the allocated account.

#### **PLEASE NOTE:**

Credits are not applicable for class non-attendance outside of the government enforced shut down. A friendly reminder we no longer offer makeups for missed lessons.