



H²O SWIMMING WORKS – TERMS & CONDITIONS

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1.0 NEW ENROLMENTS

All new Learn to Swim enrolments are conditional upon disclosure of any medical and/or learning conditions. Full payment must be made within 24 hours to secure your space. New enrolments joining after the start of term will have their fees pro-rated according to the number of weeks left in the term. We do not hold spaces or accept part payments.

If an assessment is required to determine the swimmer's ability and level, we will contact you to arrange a 10-minute assessment. You can request to be Wait-listed for a specific day and time but there is not guarantee a space will open for you. Our Wait-lists are "cleared-out" after every 12 months and customers will need to reapply.

2.0 GENERAL

Swimming lessons are just like any other lesson conducted by a learning institution and should be treated the same. We expect swimmers to be punctual and responsible behaviour is required from all swimmers at all times. All swimmers are expected to arrive at least 10 minutes prior to their start time to allow time to be correctly attired, visit the bathroom and begin the lesson promptly. Classes will not be extended for late arrivals.

3.0 PARENTAL SUPERVISION

It is a condition of entry that all children under the age of 10 years must be accompanied by a parent or guardian whilst at the pool. Children will not be accepted into classes if a parent or guardian is absent. Children must be collected by a parent or guardian over the age of 16, at the conclusion of each class. If you are bringing other children with you to watch lessons, please remember they must be actively supervised and seated at all times, so as not to distract others. Children are not allowed in the pool equipment room, nor are they the responsibility of H²O staff. Spectators are required to be seated at all times. Any questions or problems must be addressed to the H²O Teaching Supervisor or Desk person so as not to disrupt the lesson.

3.1 SUPERVISION OF CHILDREN UNDER 10 YEARS OF AGE

Parents must **NOT** leave the facility whilst their children are in their lessons. Even when staying within the facility your children are required to know where you will be sitting. You need to supervise your children even whilst in their lessons.

4.0 ATTENDANCE REGISTER

All Learn to Swim swimmers must have their name registered at the Pool Reception Desk on arrival. If Reception is unoccupied or busy on arrival, then swimmers/parents must call back and register. Swimmers must not enter lesson lanes until instructed by the H²O teachers or coaches.

5.0 FEES AND PAYMENT METHODS

5.1 LEARN TO SWIM

Our preferred method of payment for Learn to Swim lessons is at Pool Reception using Visa or MasterCard credit card. Alternatively, please call the office to make payment. Cheques are no longer accepted. Discrepancies on term invoices are typically be due to lesson week changes such as when a swimmer changes from (*say*) a Saturday 9-week term class to a Tuesday 10-week term class

5.2 GROUP / PRIVATE LESSON TERM ENROLMENTS

Fees for new customers are payable in full in advance at the time of enrolment to secure your space/s in the current program. Re-enrolment Week for existing enrolments typically opens in the third last week of term and typically closes one (1) week prior to the last week of term.

Customers enrolled in the current term will receive a Re-enrolment Notice Email directing them to make payment online for the next term. Any spaces not paid in full before the Re-enrolment Closing Date will be forfeited, declared vacant and made available to new customers seeking to enrol.

6.0 RE-ENROLLING FOR NEXT TERM

Existing H²O swimmers are automatically enrolled in the next term (in the first instance). You will be issued with an invoice, by email typically **three weeks** prior to the end of the current term that will show term dates, current class times & fees. To confirm your re-enrolment, your payment must be received before the closing date advised (*typically one week prior to the end of term*). If you fail to pay on time by the advised Closing Date you will forfeit your space to other swimmers who are interested in securing the space.

7.0 NON-TRANSFERABLE

Lessons, classes or sessions are non-transferable to other persons or family members and cannot be converted to other products, services or cash.

8.0 CONSOLIDATION AND/OR CANCELLATION OF CLASSES

We reserve the right to consolidate and/or cancel classes and sessions as necessary for the successful running of the program.

9.0 CANCELLATIONS AND REFUNDS

9.1 TERM PROGRAM ENROLMENTS

9.1.1 Twenty one (21) days prior to Day 1 date of the term: This contract of membership can be voided if written notification is provided no later than 21 days prior to the commencement date of the H²O term. NO administration fee will apply and a refund can be requested (*less credit card refund fee*).

9.1.2 If you cancel your enrolment **less than 21 days** prior to the term day 1 commencement date, then a \$50 cancellation fee will apply for each swimmer. Credit card refund fee will also apply.

9.1.3 Once the term commences (Term Day 1 Date): If you wish to cancel your enrolment once payment has been made and the class has been staffed and booked; then **NO** refund or credit will be given under any circumstances.

9.1.4 If you have been enrolled in a class and fees are outstanding and you wish to cancel your enrolment, then the customer is still required to pay a \$50 Cancellation Fee per swimmer.

9.2 PRIVATE LESSONS - SINGLE LESSON BOOKINGS

9.2.1 A minimum of 72 hours' notice is required by phone or email to the H²O office to cancel a Private Booking lesson.

9.2.2 If less than 72 hours' notice to cancel is given, then the full lesson fee will be forfeited.

9.2.3 Where 48 hours' advance notice of cancellation has been given, we offer a weekend Adult Group Make-up lesson.

9.3 HOLIDAY INTENSIVE PROGRAM ENROLMENTS

No refunds or credits are available under any circumstances given the short duration of programs and the difficulty in finding replacement swimmers.

9.4 MEDICAL CONDITIONS

9.4.1 The processing of Medical Certificates for any extended medical absence (ie: 3 or more weeks) is a courtesy NOT a right.

9.4.2 All Medical Certificate credits are at the sole discretion of H²O and fees will NOT be refunded.

9.4.3 A Cancellation Fee of \$150.00 will be deducted to process EVERY Medical Certificate for any number of weeks (ie: 1, 2, 3 or more weeks).

9.4.4 Medical Absences of 1 or 2 weeks if processed are subject to a \$150.00 Cancellation Fee OR alternatively you can manage it using the Make-up Policy (3 per term, but only if space permits).

9.4.5 Medical Certificates MUST clearly state the START and END dates of the UNATTENDED classes.

9.4.6 Medical Certificates MUST clearly state the SWIMMERS NAME and a DESCRIPTION of the Medical Condition

9.4.7 If granted, credits are issued ONLY from the ACTUAL DATE the Medical Certificate is RECEIVED IN THE H²O OFFICE, by EMAIL or POST.

9.4.8 These processing requirements are NON-NEGOTIABLE and will be strictly enforced.

9.4.9 If a Medical Certificate of 4 or more weeks is agreed, the swimmer MUST BE DELETED from their class for the REMAINING weeks of the term.

9.4.10 This VACATED space (day/time) will then be available to other fee paying customers.

9.4.11 ALTERNATIVELY, you can WITHDRAW the Medical Certificate; FOREGO any credits and RETAIN your current class/time for next term.

9.4.12 Medical Certificates will NOT be accepted nor do they qualify during the LAST 2 WEEKS of ANY term.

9.4.13 Medical Certificates can ONLY be submitted up to WEEK 5 in a 7 week term; WEEK 6 in an 8 week term or WEEK 7 in a 9 week term.

9.4.14 For longer terms, Medical Certificates can ONLY be submitted up to WEEK 8 in a 10 week term or WEEK 9 in an 11 week term.

9.4.15 Medical certificates will NOT be processed for any Holiday Intensive Programs under ANY circumstances.

9.4.16 Credits will NOT be issued to another person other than the enrolled swimmer on the Certificate or transferred to another program.

9.4.17 All H²O Swimming Works Terms and Conditions are binding once an H²O term or Holiday Program has COMMENCED.'

9.5 ACCOUNT CREDITS

All Account Credit Balances from Learn to Swim, Private Bookings, Private Lessons and Product Sales expire 12 (twelve) months after the date of their issue.

10.0 CHANGE OF TEACHERS

We understand some swimmers or parents may become fond of particular teachers. We always try our best to respond to your requests but cannot guarantee a teacher and reserve the right to make changes as required. Decisions regarding teachers will be determined on student numbers in each class. Trainee teachers will sometimes be helping more experienced teachers, but this will in no way affect your class

11.0 ASSESSMENTS AND PROMOTIONS

Learn To Swim testing and promotions are ongoing throughout the term; and formally held in the last three (3) weeks of every H²O term and the last day of holiday intensive programs. Promotions are always subject to the final approval of the Pool Deck Supervisor.

12.0 SWIMMING ATTIRE

Correct swimming attire is important. Firm fitting one piece for girls and Lycra speedo style swimsuits for boys. Board shorts fill with water, chafe and flap around the legs causing quite a bit of drag. To swim well we need to eliminate drag, so any bathers that ADD drag hinder the learning process. If modesty is an issue or if your swimmer is cold in classes, we recommend **ToasTees wetsuits** in the first 3 levels (<https://www.toasteeswetsuits.com.au>). They are made of a fine neoprene for insulation but do not impede movement. Regular Lycra rash vests don't add warmth, and if not firm fitting, add drag and hinder arm movements.

13.0 CAPS

An H²O coloured swimming cap is provided free-of-charge to all New Starters and to those swimmers who are promoted to a new level. Replacement caps are available from Pool Reception at a cost of \$10.00. It is also recommended that all swimmers wear goggles which are also available for purchase from Pool Reception. IT IS MANDATORY THAT ALL LEARN TO SWIM ENROLMENTS WEAR THE COLOURED SWIMMING CAP OF THEIR H²O LEVEL.

14.0 ABSENCES AND MAKEUPS

14.1 PRIVATE LESSONS = TERM ENROLMENTS

Private term lessons can ONLY do a Make-up lesson in a Group class if space permits, and it must be booked online using My Swim Account. Missed Private lessons will not be refunded or credited.

14.2 GROUP LESSONS = TERM ENROLMENTS (all other venues)

Notification of Advance Absences and booking Make-up lessons for term enrolments are only possible through our online My Swim Account at www.h2oswimming.com.au It is your responsibility to book Advance Absences and Make-ups using our online facility.

- ❖ **PLEASE DO NOT PHONE OR EMAIL US ON THE DAY TELLING US YOU WILL BE ABSENT**
- ❖ **IT WILL BE TOO LATE TO RELEASE YOUR SPACE FOR OTHERS TO USE AS A MAKEUP**
- ❖ **LATE NOTICE (AFTER MIDNIGHT) OR NO SHOW (ON THE DAY) MAKES YOU INELIGIBLE FOR A MAKEUP**

- Make-ups are not guaranteed and only offered if we have space available in existing classes.
- There is a maximum of four (4) Make-ups per child per term, subject to space availability
- To be eligible for a Make-up you MUST record your Absence in Advance online, **before 12:00 midnight** if your class is tomorrow.
- To book a Make-up you must record your Make-up online **before 8:00am** to attend a lesson today.
- NO Make-ups are available in Weeks 1 or 2 of the new term while we enrol New Starters.
- Booked Make-ups may need to be rescheduled if the space is required to enrol a New Starter. You will be advised by email, phone or text if your booked Make-up is **NO** longer available. You need to rebook another Make-up online.
- If you book a Make-up and do **NOT** attend, that Make-up will be deemed as taken and another Make-up will **NOT** be offered.
- Book an Advance Absence **REMOVES** the swimmer from the class roll and they will **NOT** be permitted to join class without speaking to Reception as the space may have been allocated to another swimmer for a Make-up lesson.
- **You can NOT change or delete an Advance Absence or Make-up booked online using My Swim Account.**
- If your circumstances changes and you need to cancel a booked Advance Absence or Make-up, you must go to MY SWIM ACCOUNT and complete a Request Form by selecting Option 1x or 2x.
- Remember, you may not be able to cancel a recorded Advance Absence as another swimmer may have taken the Absent space for a Makeup lesson.
- After your booked Absence or Make-up has been deleted by the office; you will need to re-book online using My Swim Account.
- Make-ups are **NOT** transferable to other family members or other families.
- Make-ups can **NOT** be transferred to the next term or any holiday program in any circumstances.
- Make-ups are **NOT** offered for holiday programs.
- You can **NOT SWAP** the class time lesson you are enrolled in for another class time lesson on the **SAME** day. You are either Attending or Not Attending your enrolled class time lesson on the day.
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14.3 BOOKED MAKEUP LESSON RESCHEDULED

A Make-up lesson you have booked online may need to be rescheduled if we need the space to term enrol a new starter. You will be contacted by text message or email advising you that the booked Make-up has been deleted. You will then be eligible to book another Make-up lesson using My Swim Account.

14.5 MANUALLY BOOKED ADVANCE ABSENCES & MAKE-UPS (Lauriston, Kardinia, Bentleigh & Caulfield enrolments)

Where a customer requests an H²O staff member to book an Advance Absence or Make-up lesson for them on their behalf, rather than them using the My Swim Account online system; a manual administration booking fee of \$5 will apply for each Advance Absence and each Make-up lesson manually booked. Manual booking fees will **NOT** be **REFUNDED OR CREDITED** if an ABSENCE OR MAKE-UP booking is DELETED, CANCELLED OR NOT TAKEN.

15.0 LOST PROPERTY

Your items should be clearly marked with the swimmer's name in laundry marker pen. Lost property will NOT be held over into the new term. No responsibility is taken for lost items or valuables left anywhere in any facility.

16.0 PUBLIC HOLIDAYS / SCHOOL HOLIDAYS

Classes do not run on week-day or week-end public holidays or term school holidays and do not form any part of your term account.

17.0 PRIVACY STATEMENT

The personal information collected by H²O is used to provide contact information for organisations and individuals wishing to enrol into H²O programs. Information such as medical details is required to assist in accommodating the swimmers needs and abilities. This information may be disclosed to other areas of H²O or third parties should contact be necessary and in accordance with the Information Privacy Act.

18.0 SECURITY

Our online booking system is protected by 128-bit Secure Socket Layer technology. This is indicated by the padlock symbol on your browser and means all data sent between your browser and the server is encrypted, including your login, profile and credit card details. Credit card transactions are processed immediately using a secure payment gateway to the banking system. We do not store your credit card details and provide you with instant feedback on the status of your transaction.

19.0 PHOTOGRAPHY

Throughout the year we take photos of our classes as a service to our customers and to place them on our website or use them for promotional purposes to better illustrate our services. We are happy to pass on these images to you as a memento of your child's time with us. It is difficult to do this on an individual basis, or to ask permission every time. Surnames are never used to protect identity. If you do **NOT** want your swimmer's photo used, you **MUST** complete our online Exclusion form. Failing to do so implies you have given us authorisation to use your swimmer's photo. If we do not have permission to use photos, we are unable to take photos of your child in lessons. Privacy issues and child safety prevents us from allowing you to take your own photos during lessons.

20.0 NO DOGS POLICY

Lauriston Girls School has a "No Dogs Permitted on School Premises at all times" policy. So, you won't be disappointed, please do not bring your dog to your swimming lesson.

21.0 CHANGE ROOM ENTRY

Both children & adults attend lessons at Lauriston pool and share the Change Rooms. Female adults and/or parents and girls **MUST NOT** enter the MALE Change Rooms. Male adults and/or parents and boys **MUST NOT** enter the FEMALE Change Rooms under any circumstances whatsoever! Girls and boys up to the age of 6 (maximum) are only permitted in the opposite sex change rooms to change under the supervision of a parent. A larger Disabled Assistance cubicle is available at most pools and should be used by families.

22.0 OWN RISK

Customers accept when they enter the school grounds and/or the aquatic centre they do so at their own risk.

23.0 ORIGIN AND CURRENCY

This is an Australian website and all fees are payable in Australian dollars

24.0 ACCEPTANCE

By enrolling in any of the H²O Swimming Works programs you are agreeing to all terms and conditions listed above.

H2O Swimming Works

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Phone: 0414-987-081

Email: reception.h2o@hotmail.com

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