

# Learn to Swim Terms and Conditions

## Enrolments

The Learn to Swim program is scheduled to run for 50 weeks each calendar year with a two-week break in December – January during which time direct debits will be automatically suspended. *Scarborough Beach Pool operates between the months of October and July.*

- Clients can enrol at any time during the year and will be required to complete an enrolment form and a direct debit authorisation on enrolment
- Payments will be made by direct debit only which will occur on an ongoing 4-weekly basis, in advance commencing the week of your first lesson.
- Subsequent debits will occur on a Monday; however the City of Stirling may nominate in its discretion. any other day.
- Payments can be accepted in the form of Credit or Debit Cards or a nominated bank account.
- It is the client's responsibility to notify us of any changes to their Credit Card or bank account details
- In the event of payment failure, City of Stirling staff will attempt to contact the client for payment. Lessons may be cancelled in the event of consecutive failed payments.
- **Lesson fees include one lesson per week and seven-day access for recreational swimming for the enrolled child. Children under 12 must be accompanied by a fee-paying adult; non-swimming spectators are free.**
- This is an ongoing membership, and payments will continue until lessons are cancelled by the client or the Learn to Swim team in accordance with these terms and conditions

## Parental supervision

It is a City of Stirling By-law that children under the age of 12 entering an aquatic facility must be accompanied by a responsible adult over the age of 16 years. Children under the age of 12 participating in swimming lessons must always have a responsible adult present. Parents/guardians are required to collect children under the age of 12 at the conclusion of their lesson from their instructor.

**If children under five years old swim outside of their lesson time, they must wear a Watch around Water wrist band and be supervised by a parent/guardian who is always in the pool and within arm's reach.**

## Missed lessons

Replacement lessons cannot be offered for missed lessons; however, parents will be able to suspend lessons (and lesson fees) for up to two consecutive weeks per calendar year. Suspension requests must be received in writing by the City of Stirling Learn to Swim team at [memberships@stirling.wa.gov.au](mailto:memberships@stirling.wa.gov.au) 5 business days prior to the due date of their next payment. Suspensions will not be accepted over the phone. Suspensions will incur a fee of \$5.00 per week to maintain their position in the class.

## Missed lesson passes

Each enrolled member is entitled up to two family passes for missed lessons per quarter. The passes allow entry for 2 adults and 2 children or 1 adult and 3 children

These passes must be collected from reception upon your return or within three months of missing the lesson. Passes are valid for two months; NO extensions will be given.

## Medical Suspensions

In extenuating circumstances for medical reasons, classes may be suspended for up to 4 weeks at no charge (at the City's discretion). Medical suspensions will be processed from the date listed on the medical certificates.

## Incorrect Levels

Children can sometimes be initially enrolled in an incorrect level, when this occurs the instructor will assess their skill requirements and make the necessary recommendations to Administration Staff. This may result in changing of levels for members.

## Cancellation of lessons

- Cancellations are required in writing and 5 business days' notice must be given prior to the next payment due date.
- Cancellations must be sent to [memberships@stirling.wa.gov.au](mailto:memberships@stirling.wa.gov.au)
- Clients can continue to use the centre until all prepaid classes have expired.
- The City reserves the right cancel lessons due to unpaid fees.
- Any unpaid fees may also incur bank fees.

These terms and conditions do not limit the City of Stirling's right to cancel lessons and this agreement for any other reason, acting reasonably

## Failed payments

- A \$9.90 fee is applicable from Ezidebit if the payment is unsuccessful due to a funds related issue.
- This fee is charged by Ezidebit and cannot be waived by City of Stirling.
- No fee will be charged for the unsuccessful payments due to a technical issue.
- Technical issues include, lost or stolen cards; expired credit/debit cards; or invalid account details (without limitation) are examples of technical related issues.

## Unruly children

Learn to Swim reserves the right to cancel lessons for children who continue to be unruly in class or continue to act in a manner unsafe and disruptive to the other class members. It is also expected that parents will behave respectfully towards all staff members while attending the City's facilities.

## Absent instructors

We advocate continuity and quality instruction and make every attempt to ensure you have the same instructor. If an instructor is unavoidably absent, the students' progress is not compromised by a replacement instructor, as all our instructors are qualified, experienced, and highly recommended. Replacement instructors have access to the students' skill records. We do not refund lesson fees or compensate for classes conducted by replacement instructors.

## Swimwear

Learn to Swim participants must wear approved swimwear only; T-shirts and extra-long shorts can affect their swimming technique. Babies and toddlers who usually wear a nappy or are not toilet trained must wear an approved swimmer's nappy while participating in swimming lessons or swimming in public pools. Any individual who requires a nappy must wear an approved swimmer's nappy.

## Public holidays

All classes will be conducted as normal during public holidays, excluding Good Friday, Christmas Day and Boxing Day, unless otherwise notified.

## Lightning

The presence of lightning around an outdoor swimming pool is a safety risk and patrons will be removed from the pool water to a safe environment during any thunderstorm or lightning event. Access to the pools and their surrounds will be allowed only when the storm is further than 5 km away or has subsided. This decision will be made by the Aquatic Supervisor or Duty Manager.

## Facility rules

- All children 5 years of age or younger must be accompanied by a parent or guardian over 18 years of age whilst in the centre
- All children under 12 years of age must be supervised by a parent or guardian 18 years of age or over whilst in the centre
- Patrons must refrain from using expletives or other language that could be considered offensive to others.
- The Lifeguards are here to help, if you need assistance please feel free to ask a Lifeguard
- Lockers are available to members, please ask at reception
- Patrons must be over 17 years of age to use the Spa and Sauna (Terry Tyzack Aquatic Centre only) and over 16 years to use the Program Pool (Hydrotherapy) at Leisurepark Only

## Changes to terms and conditions

The City reserves the right to make changes to prices and our terms and conditions at any time.

