

Brimbank Swim School Membership - Terms & Conditions

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE AGREEING TO THE FOLLOWING TERMS AND CONDITIONS. UPON AGREEING TO THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS.

1. General

(a) These Conditions comprise the entire agreement between the parties in relation to its subject matter and supersede and replace any previous agreement or arrangement between the parties in relation to its subject matter.
(b) Brimbank Swim School reserves the right in its sole discretion to vary these Conditions by providing you with one month's advance notice of any variation. The notice may be provided by any reasonable communication method, including but not limited to Brimbank Swim School's website, social media channels, email, SMS or signage.

2. Parental Supervision

It is a condition of entry to Brimbank Leisure Centres that all children must be accompanied by a parent or guardian whilst at the centre. Participants under the age of 10 will not be accepted into lessons if their parent or guardian is absent. Participants under the age of 10 must be dropped off (to a Swim School teacher) and collected (from Swim School teacher) by a parent or guardian over the age of sixteen at the start and conclusion of every lesson. Children under the age of five who swim before and/or after their lessons must be accompanied in the water and within arm's reach, by a person over the age of 16. Children under the age of 10 must be activity supervised by parents at all times within the centre and while in the water. Brimbank centres are a Watch Around the Water accredited facilities, please help support this policy and please see our website for more information about water safety:

<https://leisurecentres.brimbank.vic.gov.au/aquatics/watch-around-water>

3. Payment of Fees & Direct Debit

Swim School Memberships are made by Direct Debit only. Direct Debit can be made from bank account or credit card and will occur fortnightly. Payments are made two weeks in advance, starting on the first week of lessons. Depending on your bank, payments may take up to 5 business days to be processed. You agree to pay the instalment amount at the agreed payment frequency until your membership is formally cancelled.

(b) To help you understand your rights and responsibilities when making repayments by direct debit, please see the below detail. You are responsible for:

- making sure that Your nominated account is set up to accept our direct debit. If you are uncertain about this please check with the financial institution where your account is held;
- making sure there is enough money in your nominated account on the direct debit due date and up to 5 business days following. Note there may be a delay in processing the direct debit if there is a public holiday on the day of the debit;
- inform the Brimbank Swim School if your bank or credit card details change. You need to give us seven (7) days notice before the direct debit due date for cancelling your membership and related direct debit;

4. Dishonoured Payments

If a debit is returned unpaid by your Financial Institution we will require you to pay the outstanding money on site by cash or Eftpos. Alternatively fees will be rolled over on the following debit. A rejection fee applies to each unsuccessful debit.

5. Cancellation of Lessons

(a) All enrolments are perpetual (ongoing) and the direct debit payments will continue until written notice of cancellation is submitted by you. Two (2) weeks notice is required to cease your enrolment and direct debit agreement. A Lesson Cancellation request must be completed in full and emailed to swimschool@brimbank.vic.gov.au

(b) If you are withdrawing due to medical reasons we will action your cancellation as soon as we receive notification in writing, along with a copy of a medical certificate. Credits or Refunds will not be granted for missed lessons prior to written notification. Cancellations will not be granted until outstanding amounts owing are paid in full. Brimbank Swim School reserves the right to cancel enrolments where outstanding amounts exceed 14 days in arrears.

(c) Written notice of termination will be given by email.

(d) If you receive written notice of termination and you do not wish your enrolment to be cancelled, you will need to contact the Brimbank Swim School reception immediately to pay your outstanding balance.

(e) Should your agreement be terminated the Brimbank Swim School will continue to pursue the amount owed until settlement is made.

6. Lessons suspensions

No suspensions are available to this Membership except over the Christmas break.

7. Missed lessons

There are no makeup lessons, credit or refunds for missed lessons as the enrolment allows the student access to pools during all opening hours. Credits may apply to a student who has incurred a medical illness or injury (for more than two (2) consecutive weeks; a medical certificate is required as supporting evidence and are calculated from the specific dates provided on evidence. Medical certificates must be emailed to swimschool@brimbank.vic.gov.au

8. Credit & Refunds

All credits and Refunds are subject to approval. They are not automatically granted and are at discretion of Management. Refunds if granted may take up to a month to process and are calculated from the date of application.

9. Swim School Program Dates and Closures

Swim lessons run according to the Victorian Public School Terms. Brimbank Swim School is closed on public holidays. No lessons will take place on these days or during noted holiday breaks based on the Victorian Public Schools Terms. The Swim School membership is still active during Public Holidays and can be used to access the centre. The Brimbank Swim School calendar is available on the website:

<https://leisurecentres.brimbank.vic.gov.au/aquatics/swimming-lessons>

10. Risk Waiver

- You declare that you/your children are physically capable of and there is no medical reason to prevent you/them from proceeding with the use of Brimbank City Council facilities without endangering your/their health. You acknowledge that whilst on Brimbank City Council premises, you, your children, your property and your children's property are at your own risk.
- You acknowledge that you will not hold Brimbank City Council responsible for and Brimbank City Council hereby excludes, to the extent permitted by law, all liability for any personal injury or damage (whether direct, indirect special or consequential) suffered by you or your children or loss of property while on Brimbank City Council premises or arising in any way out of the use of the facility and equipment provided by Brimbank, however that injury, damage or loss is caused, except to the extent that Brimbank City Council has omitted to exercise due care and skill. You acknowledge that except as provided in this document Brimbank City Council gives no warranties in respect of the facilities and equipment it provides. You release and will indemnify and keep indemnified Brimbank City Council for any injury or loss suffered by your children or you whilst on Brimbank City Council premises.

11. Medical Treatment

You consent to receiving any medical treatment that Brimbank Swim School reasonably considers necessary or desirable for You during participation in the swim lesson. You also agree to reimburse Brimbank Swim School for any costs or expenses incurred in providing you with medical treatment.

12. Privacy

The personal information requested on this form is being collected by Council for reference and identification purposes. To ensure confidentiality of information requested, we will only use personal information provided by you for the purposes of offering a range of leisure services and programs. The information may also be disclosed to third party providers acting on behalf of or as agents of Council or in instances where Council is required by law to release or make the information available. The personal information you provide in this application is collected, used and disclosed in accordance with the Privacy Policy of Brimbank City Council (available on <https://www.brimbank.vic.gov.au/privacy-policy>).

13. Sickness and Communicable Diseases

Please respect our precautionary health rules and refrain from lessons if your child are suffering from any of the following: any contagious disease e.g. conjunctivitis, rubella, flu, gastro, fever, common cold, runny infected noses, sore throats, cold sores, ringworm, head lice and urinary tract infection. Where there is any risk, however small, to other users.

14. Appropriate Clothing, Baby Nappies and Swim Caps

All Participants that are not fully toilet trained must wear the correct form of aqua nappy if swimming in a public facility. Please ensure that Participants are suitably attired if they fall into this category for the comfort and safety of all patrons. We also require appropriate swim wear to be worn at all times. We recommend swim caps be worn for all lessons, Swim caps are available for purchase at reception. If you unsure of what is deemed appropriate swim wear please consult customer service.

15. Changes to Bookings

Swim School reserves the right to cancel or change classes, locations and instructors or move students if the need arises, changes will not be made unnecessarily. The swim school will communicate any changes to you; in advance whenever possible.

16. Code of Behaviour

All students and parents are required to follow the Code of Behaviour at all times. Failure to follow the Code of Behaviour may result in removal from swimming program. The Code of Behaviour is available from the Brimbank Swim School at any time.