

TERMS AND CONDITIONS

LEARN TO SWIM AND LEARN TO DIVE

It is a condition of swimming with Surrey Park Swimming that all terms and conditions and below policies are accepted. Our photography waiver is optional but must be responded to.

ENROLMENT AND PAYMENT

- All lesson fees must be paid in full at the time of booking
- The enrolment is a commitment to the full term or program
- Lesson fees are not refundable
- Payment can be made by EFTPOS or credit/debit card (surcharges apply to all non-EFTPOS transactions)
- New enrolments throughout the term or program must pay for the remainder of the term or program upfront on a pro-rata basis
- Aqualink only: Lesson fees include pool entry for students only. Additional patrons who wish to swim must pay the appropriate admission fees. (Infant lessons also include entry for one adult)

SUPERVISION AND ENTRY REQUIREMENTS

- At Aqualink all children under 10 years must wear a wristband
 - 4 years and under must wear a pink wristband
 - 5 to 9 years must wear a yellow wristband
- All children under 10 years must have a guardian (16+ years old) actively supervising them at all times
 - During lessons, the guardian must stay at the end of the lane at Aqualink, and at Blackburn in the viewing area
 - Where practical please remain in visual contact with your child during the lesson
- At the start of the lesson children must wait out of the pool under supervision until the teacher is ready to commence the class
- At the end of the lesson parents must be waiting to collect their child at the end of the lane
- For infant lessons in the Warm Water Pool at Aqualink:
 - Parents can only enter the pool at their lesson start time and must leave the pool promptly at the conclusion of their lesson
 - Students and parents can play before and after their lesson in the splash pad pool (subject to operational availability)
- As a condition of entry, all patrons must follow the direction of centre staff

MISSING A LESSON

- All missed lessons will be forfeited
- If the students (or their guardian) notifies Surrey Park Swimming of their absence from a lesson at least one hour prior to the lesson start time then they may qualify for a make-up token for the forfeited lesson
- Notification of an absence must be made in the iClassPro app, via email to our reception, or in person at our reception desks

MAKEUP TOKENS

- A maximum of one (1) make-up token per month can be issued for each Term or Program
- Make-up tokens are not available for missed make-up lessons
- Make up tokens expire after one month from the date of issue and cannot be extended, converted to credits, or transferred to another swimmer.
- A make-up token can only be issued if the absence is reported more than one hour prior to the missed lesson start time. Please provide as much notice as possible for any planned lesson

absences (e.g. overseas holidays or school events), this enables other students to utilise your forfeited class times for their make-ups

- Make-up tokens can only be used for the term or program they were issued for, and only if currently enrolled.
- Make up lessons using your token can be booked up to three (3) days in advance or on the same day for holiday/intensive programs
- Make-up tokens for forfeited lessons are issued to provide students an opportunity to make up for the missed lesson, Surrey Park Swimming does not guarantee that suitable classes will be available prior to the expiry of the token

AQUALINK ENTRY CARDS

- Aqualink entry is via QR-Code on the iClassPro mobile app.
- A physical card is available for \$5.00
- Any families that require entry with a pram or do not have the app or a card for entry must collect an entry pass at the Surrey Park reception to enter via the Aqualink Reception desk. Please queue to enter.

EVACUATION PROCEDURE

- In the event of an evacuation, please follow the following instructions:
 - Pool evacuation – e.g. water quality issue
 - The affected pool will need to be evacuated;
 - Your class may be relocated to a different pool, if available
 - If you don't wish your child to continue their lesson, you must notify the teacher
 - Please follow the instructions of the lead instructor and lifeguards
 - Full centre evacuation
 - Teachers and their classes proceed to the evacuation point
 - Lifeguards, Surrey Park Lead instructors and centre staff will direct patrons, teachers and classes where to go
 - Please walk with your youngest/most nervous child's class to the evacuation point
 - Once at the evacuation point, our lead instructors will perform a roll call to determine all teachers and students are present. After this is completed, please collect your child from your teacher

CANCELLATIONS

- Surrey Park Swimming does not offer refunds
 - Please ensure you understand the service we provide and communicate clearly any special requirements you may have prior to enrolling and paying for lessons
- Credits are offered for illnesses longer than two (2) lessons when Surrey Park Swimming are provided with a signed and dated medical certificate and where all lessons missed have prior absences reported.
- Credits may also be offered at Surrey Park Swimming's sole discretion for periods of extended shutdown due to factors outside of Surrey Park Swimming's control.
- Credits are not offered for any other reason; including holidays, change of mind, moving house, conflicts with other activities, etc.
- All credits issued are valid for one (1) year from the date of issue and are not refundable or transferable

WAIVER AND RELEASE

- Whilst attending our facilities both your property and your person shall be at your own risk. You agree that Surrey Park Swimming shall not be liable, except where caused by gross negligence of Surrey Park Swimming, for any:
 - Loss, damage or theft of any property belonging to you or your guest (including minors).
 - Death, personal Injury or illness occurring to you or your guest (including minors) on Surrey Park Swimming premises
 - Death, personal Injury or illness occurring to you or your guest (including minors) or as a result of the use of any facilities or equipment provided by Surrey Park Swimming

PHOTOGRAPHY

- Photography, including that from mobile phones, laptops or any other image-capturing device is NOT permitted without the express permission of Centre and swim school staff.
- Please note CCTV operates in all our facilities.

BILLING AUTHORISATION

I represent and warrant that if I am purchasing something or paying for a service from this facility or from other merchants through this facility that

- (i) any credit card or bank account draft (ACH Draft) information I supply is true and complete,
- (ii) charges incurred by me will be honored by my credit card company or financial institution, and
- (iii) I will pay the charges incurred by me at the posted prices, including any applicable taxes, fees, and penalties.

I hereby authorize (if online payment is made or autopay information is provided) this facility to charge my ACH draft, or credit card account. I understand that a 30 day written notice is required to terminate billing and **I am responsible for payment whether or not my student attends classes until I notify this facility in writing to drop my student from class(es).**

Should I dispute a charge through my financial institution this will constitute a breach of contract possibly resulting in, but not limited to, penalties, additional fees, collection, legal action, and/or termination of any and/or all current and future services.

MAKEUP POLICY

- One makeup token is issued per calendar month for missed lessons upon reporting of absence one hour prior to the commencement of the lesson.
- Make up tokens can only be issued and utilised if you have an active and paid booking
- Make up lesson tokens will expire if unused after 30 days of the recorded absence and will not be able to be reinstated
- You will receive a makeup token the day after your missed lesson if an absence has been recorded and your allocation of make ups for that month have not been used
- Notice of lesson absence must be provided at least 1 hour prior to your scheduled lesson via the customer portal or app to qualify for a makeup token. No absence reported = no makeup token.
- Planned lesson absences (e.g. overseas holidays or school events) can be submitted via the customer portal or app once your booking has been confirmed and paid. You will receive a makeup lesson token once the lesson you marked as absent has passed
- Make up tokens can be utilised and lessons booked up to 3 days in advance
- Make up lessons are subject to availability and not guaranteed
- There are no makeup tokens offered for missed make up lessons
- All absences from lessons and issuing and using of make-up tokens is to be conducted through the customer portal

PHOTO WAIVER (optional approval)

Our students may have the opportunity to be photographed or filmed for training purposes, our publications, such as the newsletter, website and social media, or to promote Surrey Park in newspapers and other media.

We would like your permission to use your child's photograph/video for the above purposes.

I understand and agree that if I do not wish to consent to my child's photograph/video appearing in any or all of the publications or if I wish to withdraw this authorisation and consent, it is my responsibility to notify the school.

While agreeing to this, I understand that all promotional material that uses this photography will be tasteful, professional and will in no way cause stress to my child or family. I also understand that I can expect no payment for this photography.