

TERMS AND CONDITIONS



These Terms & Conditions (**Terms**) set out the terms on which you contract with us for the supply of swim school services. By booking any lessons with Eric's Academy Pty Ltd (ACN 684 972 745) trading as Time For A Swim (referred to in this document as "Time For A Swim", "we", "us" and "our") and therefore engaging Time For A Swim, you acknowledge that you have read, understood and agree to be bound by these Terms.

1. Enrolment and Payment

- 1.1 For re-enrolment, a deposit of \$50 will be required three (3) weeks prior to the end of the previous program. **Failure to pay a deposit will not guarantee a client keeping the same day and time for the next program.**
- 1.2 **If you miss a program**, we ask that you complete a new Enrolment Form due to changes to our Terms and for up-to-date record keeping. **If you do not wish to re-enrol for the next program**, we kindly ask that you notify our office as soon as possible on 9798 1835 or email on info@timeforaswim.com.au.
- 1.3 All class fees must be paid in full by the first week of the program.
- 1.4 Lesson deposits are non-refundable.
- 1.5 Payment can be made by cash, EFTPOS or bank transfers.
- 1.6 New enrolments throughout the program must pay for the remainder of the program upfront on a pro-rata basis.

2. Cancellations

- 2.1 **Prior to Program Commencing:** The contract can be voided if written notification is provided prior to the commencement of the Program. Lesson payments will be refunded, less the deposit.
- 2.2 **Once the program commences:** The contract can be voided if written notification is provided. Remaining lesson payments will be refunded, less the deposit.

3. Reporting an absence and make-up classes

- 3.1 Make-up classes can only be allocated if Time For A Swim has received notification of an absence at least one (1) hour prior to the start of the class. The notification can be made via phone call on 9798 1835 or email on info@timeforaswim.com.au. **If an absence is not reported, you will not be eligible for a make-up class.**
- 3.2 Make-up classes:
 - a. cannot be assigned to a client if there are outstanding fees.
 - b. only two (2) per program can be issued to a client.
 - c. must be used in the program the client has missed their class.
 - d. cannot be transferred to another family member.
- 3.3 **There are no make-up classes available for private classes.**
- 3.4 If you have used your two (2) make-up classes in the program and you have a medical reason for a prolonged absence, you must contact Time For A Swim and supply a medical certificate for the lessons that will be missed.

4. Public Holidays

- 4.1 You will not be charged or required to do a make-up lesson for public holidays.

5. Swimming Attire

- 5.1 All clients (except babies) **MUST** wear a swim cap whilst in the pool.
- 5.2 All clients who are not fully toilet trained must wear correct waterproof Aqua Nappies whilst in the pool. Please see reception if you would like to purchase a swim nappy.
- 5.3 We encourage parents/carers to wear a T-shirt in our baby classes.

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6. Allergies and Medical Conditions

- 6.1 Time For A Swim must be informed of any allergies and medical conditions at the time of booking.
- 6.2 If any changes occur in the lead up to a booking, please ensure you also notify Time For A Swim before the booking commences.
- 6.3 If you or your child has a medical management plan (severe asthma or anaphylaxis reaction), a copy must be provided via email to Time For A Swim or in person to Time For A Swim staff, at the time of or as soon as practicable after booking.
- 6.4 If your child has any moderate i.e. non-life-threatening reaction/condition requiring medication, or severe i.e. life-threatening reaction/condition requiring medication, please contact Time For A Swim to discuss the appropriate action required in advance of any booking.
- 6.5 In the event of an emergency during participation of any booking, and you as the participant are unresponsive, or the parent/guardian of your child is not present or cannot be reached promptly, you hereby grant consent to Time For A Swim obtaining any medical treatment reasonably deemed necessary or desirable for you or your child. You also agree to reimburse Time For A Swim for any costs or expenses incurred in providing you or your child with such medical treatment.

7. Conditions of entry

- 7.1 All children (10 years and under) must be actively supervised by a parent/carer whilst at Time For A Swim's premises. Supervision by Time For A Swim personnel is in addition to and not in lieu of this condition.
- 7.2 Children must be collected by the parent/carer (over the age of 16) at the conclusion of each class.
- 7.3 During classes, the parent/guardian/carer are requested to stay until the end of class. Where practical, please remain in visual contact with your child during the class.
- 7.4 You **must not use mobile phones** in the change rooms, toilets or shower areas.
- 7.5 Children aged seven years and below who are using the changing room of the opposing gender **must be accompanied and actively supervised by their parent/guardian/carer**.
- 7.6 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.
- 7.7 Please refrain from allowing your children to disturb classes that are in session.
- 7.8 Toys on pool deck are for class use only.
- 7.9 All swimmers must check in at reception to mark themselves present at each lesson.
- 7.10 Inappropriate behaviour, physical, verbal or otherwise may result in removal from the premises.
- 7.11 Glass or other breakable objects must not be brought onto the premises.
- 7.12 Time For A Swim is a drug and alcohol free venue. Any customer suspected of being under the influence or use of the above will be refused entry.
- 7.13 Time For A Swim is a smoke free venue. Any customer smoking or vaping will be asked to leave the premises.
- 7.14 Personal property should not be left unattended. Time For A Swim accepts no liability for any loss or damage to your personal property on the premises.
- 7.15 Please observe all signage within the facility and note that there is no running.
- 7.16 In case of emergency, follow Time For A Swim's staff instructions.

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8. Teacher changes

- 8.1 Time For A Swim endeavours to provide the most consistent experience possible; however, there are occasions when lane and/or teacher changes are required. We strive to maintain consistency with our instructors, but sometimes changes are unavoidable.
- 8.2 Please be advised that we cannot guarantee teachers or class times from program to program. Make-up classes will not be given as a result of lane or teacher changes.

9. Photography

- 9.1 Photography and video footage from an image capturing devices, i.e. mobile phones, is **NOT** permitted without the express permission of Centre and swim school staff.
- 9.2 Please note CCTV is in operation in our Centre to ensure your safety.

10. Our Staff and Child safety

- 10.1 All our swim teachers are qualified and complete regular training and safety compliance modules.
- 10.2 Time For A Swim is a child safe organisation which welcomes children, young people and their families.
- 10.3 We are committed to providing an environment where all children are safe and feel safe. Our child safe policies, strategies and practices are inclusive of the needs of all children.

11. Termination of Swimming Lessons by Time For A Swim

- 11.1 Repeated displays of inappropriate behaviour that causes harm and/or discomfort to others, commits an act of vandalism that causes damage to property, the use of offensive or abusive language and/or attitude will lead to termination. Time For A Swim reserves the right to terminate swimming classes and refund the remainder of fees for the Program.

12. Privacy Policy

- 12.1 Our privacy policy is available at <https://www.timeforaswim.com.au/about-us> and states how you can seek to access or correct any personal information we hold about you, how to complain about a privacy breach and how we will deal with a privacy complaint. We can be contacted at: 03 9798 1835 and info@timeforaswim.com.au

13. Disclaimer

- 13.1 Although Time For A Swim has made every effort to ensure that information is free from error, we take no responsibility for the accuracy of the Time For A Swim website or any third party website linked to the site.
- 13.2 Time For A Swim also confirms that any links to external web sites are inserted for convenience and do not constitute endorsement of material on those sites, or any associated organisation, product or service.
- 13.3 Time For A Swim is not liable to users of the website for any loss or damage however caused resulting from use of the website.

14. Release and Indemnity

- 14.1 You acknowledge that swimming at any aquatic facility is or can be inherently, actually and/or potentially hazardous or dangerous and that mishaps, accidents, and injury (including death) can occur owing to poor physical fitness or condition,

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the acts or omissions of you and/or others, equipment failure, wrong or poor technique, over-exertion or any other cause, whether foreseen or unforeseen and voluntarily assume all risk of damage and loss suffered during or arising out of participation in these activities.

- 14.2 If the person who will be participating in the swimming lessons at Time For A Swim's premises is a minor, you shall ensure that the person abides by these Terms as if that person were contractually bound to do so.
- 14.3 You hereby declare that all particulars and details you have provided to Time For A Swim are true and correct. You warrant that the person undertaking the swimming lesson is in a good state of health, fitness, and physical condition and that there is no medical or other reason whatsoever that could be regarded as a restriction upon or an impediment to participation in swimming lessons.
- 14.4 You acknowledge and agree that during all such times as you are on the Time For A Swim's premises or its surrounds, both your property and your person shall be at your own risk in every respect.
- 14.5 To the extent permitted by law, you hereby release, exclude, and discharge Time For A Swim and all employees, volunteers, agents, and officers thereof from and against all liability, in negligence or howsoever, arising from any injury, illness, or death or loss of or damage to property occurring to or sustained by you or any child of yours or who is under your care and control whilst in or at Time For A Swim's premises.
- 14.6 You agree that you are liable for any loss, damage or injury you may cause to yourself, any minor for whom you are responsible, or others and agree to indemnify Time For A Swim in respect of any claim or liability in respect of such loss, damage or injury.

15. Severability

- 15.1 If the whole or any part of a clause of these Terms is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable. The invalidity, unenforceability or severance of any part of these Terms have no effect on the remainder of the Terms.

16. Entire Agreement

- 16.1 These Terms constitute the entire agreement between the parties and supersede all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

17. Jurisdiction

- 17.1 These Terms shall be governed by and construed in accordance with the law from time to time in the State of Victoria, Australia. You agree that any disputes directly or indirectly arising out of these Terms or our website will be resolved in the exclusive jurisdiction of the courts of Victoria, Australia.

18. Variation

- 18.1 These Terms may be varied by Time For A Swim from time to time. The most up to date version is available on our website and your continued use of our services is evidence of you accepting the current Terms.