

## TERMS & CONDITIONS

Entry to Kingston Active's facilities is subject to our Terms & Conditions.  
To view a complete list of these, please visit [kingstonactive.com.au](http://kingstonactive.com.au)

### SWIM SCHOOL MEMBERSHIP

Swim school memberships includes unlimited swimming for enrolled students only (all other family members pay regular entry fees outside of lesson days, including non-swim entry)

Students on a swim school membership are entitled to access the pools all year round, including non-lesson periods (school holidays and public holidays).

Members are required to provide written notice prior to the next debit date should they wish to cancel their membership. A cancellation form must be completed and will not be processed until received, with a final lesson date nominated.

A \$25 cancellation fee per family will apply if a membership is cancelled within the initial 12 months continuous enrolment period. This cancellation fee will be processed in the final direct debit and will be applied when the last student in the family is cancelled from lessons.

Providing the student has held a continuous enrolment for a 12-month period, the cancellation fee will not apply.

We reserve the right to process any outstanding fees upon cancellation.

### DIRECT DEBITS

Direct Debit fees are debited from a nominated Visa or Mastercard on a fortnightly basis. A schedule of direct debit dates is available on our Learn to Swim Calendar.

\$10 rejection fee may be charged if your payment is declined, fee is separate from any fees charged by your financial institution. It is the responsibility of the member to keep their credit card account up to date.

### TERM ENROLMENT

Term members pay an upfront fee based on the term duration. Members are required to re-book their class during the designated re-booking period each term, if they wish to secure a place for the next term. Access anytime to the facility is NOT included with a term booking.

Members aren't entitled to a refund or credit due to a change in personal circumstances.

To cancel a term enrolment, an application form needs to be completed, stating the date the participant is to be withdrawn from lessons.

All approved refunds will incur an administration fee and are only granted in extenuating circumstances.

### FAMILY DISCOUNTS

Family discounts are available when more than one participant is enrolled in a Learn to Swim lessons within a term.

### MISSED LESSONS

#### No Make Up Lessons

Please notify the centre prior to the start of the lesson if you unable to attend. If absent for medical reasons, a lesson credit can be applied upon presentation of a medical certificate for the student, with up to four (4) credits available per term.

Credits must be applied for within one (1) month of the missed lessons.

If you or your children have had gastro or diarrhoea-type symptoms, please refrain from using the pool for at least two weeks.

#### Term Members

Credit may be used towards the next term lesson fees and will remain on the member's account for a period of 12 months.

#### Direct Debit Members

Direct debit fortnightly fee will be amended based on the credit received for the missed lesson

Alternatively, if you are absent for any other reason, e.g. sickness without a medical certificate or holidays, you are eligible to receive up to two (2) lessons in the form of guest pass (family swim, gym, group fitness, spa/sauna).

### ADMINISTRATION & SPECIAL CONDITIONS

Please ensure all nappy-aged children and toddlers are appropriately attired in tight fitting swimwear or aqua nappies.

Members will be given one (1) month notice of any changes to the Learn to Swim membership terms and conditions.

At times, the availability of your teacher may change. Although we endeavour to provide consistency in teachers, changes can't always be avoided.

It is the responsibility of the member to inform the centre of any changes to their account information, including address, email and phone number.

### BEHAVIOUR

It is a condition of entry to any municipal building, including Waves Leisure Centre, that a person must not interfere with another person's use and enjoyment of a municipal building or any part thereof no shall any person use indecent, insulting, offensive or abusive language or behave in an indecent, offensive, insulting or riotous way or engage in any rough or boisterous play or conduct whilst in a municipal building or its surrounds. Patrons must follow directions of staff at all times.

#### Termination of swimming lessons

Repeated displays of inappropriate behaviour that causes harm and / or discomfort to others, commits an act of vandalism that causes damage to property, uses offensive or abusive language and or attitude will lead to termination of your swim school enrolment. Waves Leisure Centre reserves the right to terminate a student's swimming lessons in the event they do not comply with the Centres Terms and Conditions.

### SUPERVISION REQUIREMENTS

As per centre guidelines, parents/guardians of children under the age of 10 are required to accompany their child within the centre and actively supervise their child at all times.

Parents/guardians of children under the age of 5 are asked to actively supervise their child and remain within arms reach at all times. Participants under the age of 10 years must be presented to their teacher at the commencement of the lesson and parents/guardians are asked to remain poolside and actively supervise their child whilst the lesson takes place.

Before and after swimming lessons parents/guardians must abide by the centres supervision guidelines.

### ANNUAL PRICE REVIEW

Kingston City Council reviews Kingston Active's operations and pricing annually.

Members and guests will be notified of planned price changes one month prior to any alterations.

### VISUAL RECORDINGS

It is a condition of entry to Kingston Active facilities that a person will not operate any visual recording equipment in the facility except in accordance with a Visual Recording Agreement made with Council. Any person breaching this condition must immediately leave if directed to do so by a member of the staff. Please enquire at the reception desk if you wish to operate visual recording equipment.

### EXCLUSION OF LIABILITY FOR DEATH OR PERSONAL INJURY

To the maximum extent permitted by law, Council excludes liability for any death or personal injury for a breach of condition implied by section 32J or section 32JA of the Fair Trading Act 1999 in relation to the supply of recreational services under this document, which includes where the services are not supplied with due care and skill not reasonably fit for their purpose.

### CHANGE OF DETAILS

It is the customer's responsibility to inform Kingston Active of any changes to their account information, including address, email, phone number and concession status. To ensure members are kept up to date with important information regarding their account, we use electronic communication only. A valid email address is required for all accounts, your email address and other contact details will only be used for the provision of information relating to your Swim School Membership and will not be provided to third parties.