

# Kingston Active Aquatics - Terms and Conditions

**KINGSTONACTIVE.COM.AU**

**WAVES LEISURE CENTRE**  
111 Chesterville Rd  
Highett t 9559 7111

**DON TATNELL LEISURE CENTRE**  
Warren Rd & Brisbane Tce  
Mordialloc t 9587 1016

  **KINGSTONACTIVE**

City of Kingston Leisure Centres Learn to Swim Programs – Waves Leisure Centre and Don Tatnell Leisure Centre are subject to the following Terms and Conditions.

## 1 Enrolment Process

Kingston Leisure Centre's, aim to provide a user friendly system to process enrolment and re-enrolments each term for people in swim lessons.

### 1.1 New Enrolments

- A Registration form is to be completed including a signature to acknowledge the Terms and Conditions.
- Places are only secured once payment has been received.
- School age children are advised to have an assessment prior to enrolling.
- A valid email address is required for all new enrolments. Email is our main form of communication method to our members.

### 1.2 Re-enrolment for current members

- Term Paying Members need to re-enrol prior to the conclusion of each term. All members will receive a re-enrolment form outlining the procedures and dates prior to their rebooking period.
- Parents must re-enrol children into the following term, prior to the commencement of the scheduled class. Places are only secured once payment has been received.
- To ensure you receive enrolment details please update your address and email with reception, as required.
- Learn to Swim Members on a fortnightly payment are not required to re-enrol each term, as enrolment is ongoing.

### 1.3 Change of Class or Time

- At the end of each term, requests for change of class will be processed in order of when they are received by the Swim School. Members will receive notification in the form of a receipt or email. Changes are not guaranteed, however every effort will be made to accommodate your change of preference. Where a change cannot be made, members will be notified by Swim School to arrange an alternative timeslot or be placed on a term waiting list for the preferred time.
- Should you wish to change class during the term, please see reception and classes can be changed any time subject to availability.
- Swim Teachers are responsible for the promotion of students and may do so at any stage during the term, once a student is determined competent in performing skills required for the level. Teachers will issue the student with a promotion card indicating the level the student is to move to. Parents may then present this card to reception to arrange a new class (subject to availability) or place their name on a waitlist for the required level. A student will not be promoted to the new level without a promotion card from the teacher. All students will receive a certificate for the level they have completed.

### 1.4 Payments

Payment is due in full at the time of booking **for term paying members.**

**Direct Debit paying members-** fees are payable on a fortnightly payment schedule, based on a pro-rata amount. Lessons are always paid for 2 weeks in advance. Debits are processed over a spread of 24 fortnights for the year and are deducted from a nominated credit card each Thursday fortnight.

- Credit card must have sufficient credit to allow for payments and members must notify us in advance if they are closing an account or making changes to their credit card details.
- Should there be any arrears in payments the member will be contacted, the outstanding amount should be paid at Customer Service on next visit or alternately over the phone via credit card.
- Should your payment be dishonoured an additional \$15 rejection fee may be charged to your outstanding direct debit amount. This fee is separate from any fees charged by the customers' financial institution.
- Direct Debit Payment must be made with an appropriate Visa or MasterCard only - no cash payments are allowed on this payment method.
- If unpaid fees remain outstanding, and after attempts by us to rectify the arrears, your details may be forwarded to the City of Kingston collections department.

### Family Discount Policy

Kingston's' Swim School offers the following family discounts;

1<sup>st</sup> Child – Normal Price

2<sup>nd</sup> Child – 10% Discount

3<sup>rd</sup> Child – 30% Discount

## 1.5 Conditions of lesson enrolment

- When the parent / guardian signs the enrolment form they agree to pay for all monies owing upon enrolment.
- A signed enrolment form also confirms that the parent / guardian authorises the person in charge, in the event of any illness or accident to obtain on their behalf, any such medical assistance their child or selves may require.

## 2 Refunds/Credits /Cancellations

Refunds will only be given in special circumstances. Each application will be assessed individually to determine validity. A change in personal circumstances shall not entitle the participant to a refund/credit. If approved, refunds will be subject to a \$15 administration fee.

- To apply for a refund or credit, an application form must to be completed and returned to reception. A maximum of (4) lessons per term will be eligible for compensation. Refunds or credits must be applied for within (1) month of the missed lesson. Direct debit fees are not eligible for a refund.
- Where absence is due to illness and a medical certificate is provided, the participant is eligible to receive up to (4) lessons in the form of a refund or credit.
- The medical certificate must be in the name of the person enrolled in the program and have a start and end date.
- Credits must be used within 12 months of issue, and cannot be used for casual entry or pro-shop purchases.
- The credit will be applied to the individual account and will be deducted from future term fees or direct debit amounts accordingly.
- If the participant is absent for any other reason, e.g. sickness without a medical certificate or holiday's they are eligible to receive up to two lessons in the form of a complementary pass (valid for 3 months). Maximum two passes per child per term. Passes may be in the form of family swim, adult spa/sauna pass or adult fitness/gym pass.  
We understand not all students have a positive experience in lessons or your circumstances may change. To cancel a direct debit payment for a Learn to Swim Membership, a credit/cancellation form MUST be completed. *Learn to Swim memberships may be cancelled at any time, providing a cancellation form is received prior to the next debit due. A cancellation fee of \$25 will apply at the time of cancellation*
- Term based members are also required to complete the same cancellation form stating the last lesson to attend. Credit will then be applied to their account for the balance of any lessons not used.

#### 4 Feedback

- If you would like additional feedback regarding your child's progress, please email [active@kingston.vic.gov.au](mailto:active@kingston.vic.gov.au), with your query, child's name, day of lesson and contact details and we will follow up with your child's teacher and get back to you within 7 days . Alternatively a feedback request form is available at reception.

#### 3 Supervision

- Kingston Leisure Centre's are accredited Watch Around Water facilities.
- Participants under the age of 10 years must be presented to their teachers at the beginning of each lesson and picked up from their teacher at the conclusion by an adult over 16 years of age.
- Parents are expected to remain poolside to supervise whilst the lesson takes place.
- Children are not permitted to leave the lesson area to attend the toilet unless their parent or guardian is present to take them. Swim Teachers are not able to take children to the toilet.
- Parents with multiple children attending lessons must ensure appropriate supervision of all children, whilst the lesson is taking place. A child under 10 may not swim unsupervised whilst a parent is participating in a parent and child class.

#### 4 Administration & Special Conditions

- If your child/children has had "Gastro" or Diarrhoea like symptoms please refrain from using the pool for at least two weeks.
- Please ensure nappy aged children and toddlers are appropriately attired in tight fitting swimwear or aqua nappies, with firm fitting legs and waist.
- At times the availability of your teachers will change. Although we will endeavour to provide consistency in teachers term by term, this cannot always be avoided. Swim School Management reserves the right to make changes to your child's teacher at any stage during the term.
- Members will be given (1) months' notice of any changes to the swim school membership terms and conditions.

#### 5 General Information

- **Waitlists** - If you need to change day/time/level during the term and there is no space available, you can place your name on a term waitlist. This is valid for the duration of the term ONLY, waitlists are NOT carried over to the next term.
- **Inability to attend** – We understand that at times you or your child/ren are unable to attend lessons for a range of reasons. We ask that you follow the guidelines for refunds and credits in the event of inability to attend classes. Please notify the centre prior to the start of the lesson if you are unable to attend, to be eligible for a complimentary pass.
- **Initial Assessments** - All new school aged enrolments are required to have an assessment to ensure your child is booked into a suitable class based on the child's ability.