

Swim School Agreement Terms and Conditions



The Bay of Isles Leisure Centre, Black Street, Esperance, WA 6450, boilc@esperance.wa.gov.au (The "Centre")

The Centre is managed by the Shire of Esperance. ABN: 60 034 434 085.

These are the terms and conditions of the swim school agreement (The "Agreement") between you (The "Parent/Guardian") and the Centre.

Administration

1. This enrolment is for the exclusive use of the contracted member and may not be shared or transferred on a day-to-day basis.
2. It is the parent's responsibility to advise of any changes to name, address, email address, phone number, stage or Direct Debit details.
3. The Centre's Swim School is a continuous program with cancellations required for cease of lessons.
4. Contract holders who have any arrears on their account must first settle their account prior to accessing the facility.
5. Where a swim school card is lost or damaged the participant is required to obtain a replacement card free of charge.
6. Swim school cards enable the participant entry 90 minutes prior to lesson time.
7. The Centre will make every endeavor to keep teachers consistent, there is no guarantee the teacher will remain the same for the duration of the term.
8. Specific teacher requests are not accepted.
9. The participant will be required to have their photo taken upon joining, which will be stored in our digital point of sale data base.
10. The Centre will use SMS and email as the primary method of communication.
11. The Centre may as reasonably necessary, with no compensation –
 - a. Change class times according to demand. Should a lesson have less than 50% occupancy, the Centre may reschedule to another time.
 - b. Close off any part of the premises or isolate any piece of equipment for maintenance or safety reasons.
 - c. Amend any provision of this agreement and/or Centre Terms and Conditions from time to time with immediate effect.

Where this occurs, the Centre will endeavor to provide reasonable notice in a manner we deem appropriate.

12. The Centre reserves the right to transfer, assign or novate your enrolment including this Agreement if the Shire of Esperance lease the Centre to another service provider.
13. Unless authorised in writing by you or authorised or required under written law we will –
 - a. Not use or disclose to another person any of your personal information we may obtain.
 - b. Take reasonable steps to ensure our employee to not use or disclose to another person, personal info we may obtain.
14. Complaints can be lodged by completing a feedback form at reception or via swim school email¹.

Liability

1. By signing the Agreement, you –
 - a. Acknowledge and agree that you release and discharge the Centre from all liability for loss, damage or injury which your child may sustain.
 - b. Indemnify the Centre to the extent permitted by law in respect of any claim by any person arising as a result of or in connection with your lesson attendance and/or participation in any of our activities.
 - c. Acknowledge this release and indemnity shall not apply to the extent that the loss, damage or injury which is the subject of the claim is caused, or contributed to, by the negligent act or omission of others.

Breach of Terms and Conditions

1. Breach of Swim School (this Agreement) and/or Centre Terms and Conditions (displayed throughout the Centre) will result in a warning, any further breach may result in your lessons being suspended or cancelled.
2. Centre staff reserve the right to refuse entry or remove you from the facility if you fail to comply with these Terms and Conditions.
3. You agree to pay for any loss or damage to the Centre or the Centre's facilities caused by you through willful, wrongful or negligent act or as a result of your breach of this Agreement.

Changes, Refunds and Credits are excluded from enrolments completed via KidSport registration.

1. The Centre reserves absolute authority in relation to enrolments, cancellations and lesson transfers.
2. No refunds/credits for missed lessons.

3. Refunds or cancellations will not be given without extenuating circumstances that will prevent the participant continuing in the program for more than 3 continuous weeks, such as serious illness or injury (medical certificate required), or relocation outside of the Shire of Esperance (proof of relocation required).
4. Refunds may incur an administration fee².
5. Application for refunds must be made in writing to the swim school email¹. Approved refunds/credits will only be calculated on the remaining classes.
6. Credits are valid for twelve (12) months from date of issue.
7. Lessons cancelled by The Centre will be credited against swim school account for future enrolments.
8. Make up /replacement lessons are not provided for lessons missed.
9. Transfers between lessons are not accepted.
10. The Centre Swim School is endorsed by Royal Life Saving WA and due to differences in Swim School curriculums, The Centre Swim School reserves the right not to accept levels achieved at other swim schools and swimming programs.
11. The Centre Swim School reserves the right to move students to levels that are appropriate to our curriculum and their skill level.

Direct Debit Payments

1. Ezidebit is our third-party debit payment provider and you must comply with their Direct Debit Request Service (DDRS) Agreement.
2. A copy of your DDRS Agreement is allocated to you on sign up.
3. First payment will be charged the Monday prior to first lesson.
4. This fee will be payable on an ongoing basis (debited from your nominated account fortnightly) for the duration of your membership, until either you or the Centre cancel it in the manner described in this Agreement.
5. Ezidebit rejection fees will be on-costed to you.
6. If your payment is unsuccessful, the amount must be paid at reception prior to accessing the facility.
7. Contract holders that have two unsuccessful payments owing, with no communication received, will be cancelled and outstanding fees must be paid prior to any access to the facility.
8. You acknowledge that your personal information will be collected, used, held and disclosed in accordance with the Ezidebit Privacy Policy.
9. You acknowledge that the Centre may change debit payment providers. You acknowledge, agree and consent to the Centre assigning or novating all existing payment agreements and providing your personal information to the new provider.
10. Pricing is subject to an annual price review and CPI increase in accordance with Shire of Esperance scheduled Fees and Charges.

Cancellations

Termination due to permanent illness or physical incapacity will not incur an administration fee². Medical certificate will be required.

1. You have the right to cancel your Agreement at any time, for any reason, subject to the cancellation terms within this Agreement.
2. You must provide 14 days' notice to the intended cancellation date.
3. Cancellation requests must be received in writing by completing a form at reception, via admin email¹ or online³.
4. Any fees due within the minimum term and/or the 14-day notice period will be charged as per normal.
5. The Centre reserves the right to charge you for any past unpaid fees.
6. Centre staff will respond to your request via email within seven days of receiving.
7. You may be liable for damages for breach of contract if the Agreement is not cancelled in the manner described in this Agreement.

References

Additional documents referred to above are available electronically via Shire of Esperance Webpage or upon request.

¹ Swim School Email - swimschool@esperance.wa.gov.au

² Administration Fee - \$25.00

³ Online - www.esperance.wa.gov.au