



## TERMS AND CONDITIONS as of 1<sup>st</sup> March 2024

### 1. General

- 1.1. Buoyant Swimming & Aquatics is the registered trading name of Falland Corporation Pty Ltd.
- 1.2. Terms and conditions are subject to change. Notification of any changes will be via the family portal and email.
- 1.3. Smoking is not permitted on Buoyant Swimming & Aquatics' grounds, including the carpark.
- 1.4. Terms and Conditions must be accepted through the online family portal to be enrolled into a class or booking. If you do not have access to a computer, a paper copy will be provided for you to sign.
- 1.5. Buoyant Swimming & Aquatics reserves the right to alter class or session times due to changing circumstances.
- 1.6. Buoyant Swimming & Aquatics reserves the right to refuse any booking without reason.

### 2. Refunds/Credit

- 2.1. Refunds will not be issued.
- 2.2. In extenuating circumstances such as serious illness or injury lasting longer than 2 weeks, credit may be given at the discretion of management.
- 2.3. All requests for credit must be in writing.
- 2.4. An administration fee of \$20 will apply to all granted account credits.

### 3. Public Holidays & Closures

- 3.1. Buoyant Swimming & Aquatics is not open on public holidays.
- 3.2. If your booking falls on a public holiday you are not charged.
- 3.3. When Buoyant Swimming & Aquatics is closed for an extended period such as Christmas/New Year or renovations you are not charged for the closure period.

### 4. Sickness Policy

- 4.1. Swimming is not permitted when any infectious or contagious disease, virus or bacteria is present.
- 4.2. Buoyant Swimming & Aquatics reserves the right to ask anyone to leave if they appear unwell.
- 4.3. Do not swim if you have any open or weeping wounds.
- 4.4. In the case of gastro, swimmers cannot use the pool if they have had diarrhoea in the last two weeks. This is to prevent a breakout of Cryptosporidium. If a medical certificate is received, stating that the swimmer does not have Cryptosporidium they may return 48hrs after once symptoms have stopped.

### 5. Catastrophic Fire Danger

- 5.1. In the case of a Catastrophic Fire Danger rating from the Bureau of Meteorology (BOM), all swimming lessons will be cancelled.
- 5.2. Buoyant Swimming & Aquatics may be open in the morning for Lap and Rehab Swimmers – check emails for specific closing times.
  - a) Families/Swimmers will be notified by email and Facebook.

## SWIMMING LESSONS

### 6. Payment

- 6.1. Classes operate on either a term basis or a school holidays block.
- 6.2. Fees are charged either per term and worked out based on the number of weeks in the term OR for the number of lessons booked for the school holidays. Any increase in fees is notified through the parent portal and emails.
- 6.3. Payment is required for all classes that swimmers are booked into, not the number attended.
- 6.4. A non-refundable deposit of \$50/child is required at time of booking.
  - a) The deposit is taken out of the term fee – not on top of the term fee.
  - b) Deposits are required in the last few weeks of term, in preparation for the following term and can be paid through the parent portal or in person at the office.
- 6.5. Deposits will not be refunded or credited to an account.
- 6.6. All unpaid accounts will receive a late fee of \$20 after **week 2** of term.
  - a) If accounts remain unpaid a second \$20 late fee will be applied at the end of week 5.
  - b) Students will not be permitted to swim if the account remains unpaid after week 6.
- 6.7. Payment plans are available through discussion with management. All requests for payment plans must be in writing.
- 6.8. For funding through NDIS see section 21

### 7. Cancellation

- 7.1. Notice must be received at least 72 hours before the first lesson for cancellation of that term's classes.
- 7.2. If notification of cancellation is received part way through a term:
  - a) A cancellation fee of \$20 will apply to each account and all enrolled classes, up to the date notification is received, will be charged for.
  - b) If notification is received 72 hours before the second lesson, the first swim and cancellation fee is covered by the deposit and there is no further charge.
  - c) If the account has been paid: the lessons remaining in the term, less the cancellation fee, will be applied as a credit on the family account.

### 8. Missed Lessons

- 8.1. Family Swims are available for missed lessons under the following conditions:
  - a) The term account is paid.
  - b) A minimum of 4 hours' notice is received by the office by either: phone call, email or notification through the online portal.
  - c) Family Swims are available to immediate family only. Parents must accompany students in levels 5 and below into the pool.
  - d) Available Family Swim times are visible through the Online Portal.
  - e) Bookings are essential and can be made online through the portal, over the phone or in person at the office.
  - f) Family Swims cannot be re-booked and failure to attend a booked session will result in forfeiture.
  - g) All Family Swims from one term expire at the end of the following school holidays.
- 8.2. Family Swim times are available to purchase. A booking must be made with the office.
- 8.3. Missed lessons cannot be used or exchanged for financial credit or refund.
- 8.4. For policies regarding absence due to extended breaks (holidays or sickness) see section 9.

**9. Extended breaks due to holidays**

- 9.1. When swimmers are going to be missing lessons for an extended period of time there are 2 choices.
  - a) Exit classes and then re-enrol when able to return, you run the risk of possibly losing your space in that class and having to change days or times. If you choose to cancel the class during the term see section 7.
  - b) Give notice of your absence and receive voucher swims for the missed lessons. Payment for the whole term is still required. In this case the swimmers space is held in the class for the whole term and voucher swims are available.

**10. Re-enrolment**

- 10.1. All outstanding accounts must be paid before students can be re-enrolled.
- 10.2. At the end of each term we will ask each family if they wish to:
  - a) Continue lessons as they currently are,
  - b) Change days/times,
  - c) Exit – exiting at the end of a term, before re-enrolment incurs no cancellation fee.
- 10.3. The following terms deposit is required at the end of the previous term to hold the child’s space. Children are not enrolled until the deposit has been paid (see section 6.4)
- 10.4. After week 9 of the current term, if the deposit has not been paid for the following term, the space may be given to another student.

**11. Transfers**

- 11.1. Students can transfer into another class.
- 11.2. Students transferring must do so for a minimum of 4 weeks to reduce the negative impact of change on the students learning.

**12. Media (Photographs/ Videos)**

- 12.1. To protect your children and to respect the privacy of all customers please do not take photos during classes without permission from staff. You can take still images of YOUR CHILD ONLY if permission is granted by the teacher. No other children should be identifiable in the photograph (including in the background).
- 12.2. Video calling is NOT permitted in the centre.

**LAP SWIMMING, REHAB SESSIONS, AQUAROBICS & POOL HIRES**

**13. Payment**

- 13.1. Session payment will operate on a monthly basis.
- 13.2. Fees are charged per month and worked out based on the number of bookings within the month.
- 13.3. Payment is required for all sessions that are booked, not the number attended.
- 13.4. Account balance can be viewed through the Family/ Customer Portal and statements will be emailed out before the start of each month.
- 13.5. Unpaid accounts will incur a \$10 late fee after 14 days and all future bookings will be cancelled if the account is outstanding for more than 28 days.

- 13.6. Accounts are the responsibility of the individual swimmer. If you have funding available (e.g. My Aged Care, Work Cover etc.) it is the individual’s responsibility to have the account sent to the correct funding service.

- 13.7. For funding through NDIS see section 21.

**14. Cancellation**

- 14.1. Notice must be received at least 72 hours before the first session for cancellation of that months sessions.
- 14.2. If notification of cancellation is received part way through a month, when the month has already been paid for, the swimmer will receive a credit on their account for the remaining sessions.
- 14.3. A cancellation fee of \$10 will be applied to all cancellations once the month has commenced.

**15. Missed Sessions**

- 15.1. Missed sessions cannot be used or exchanged for financial credit or refund.
- 15.2. Make-up sessions are available for Lap Swimming, Rehab & Aquarobics sessions if:
  - a) Notice is received a minimum of 4 hours’ before the booked session
  - b) The account is paid and up to date
  - c) The make-up session must be used within 3 months
  - d) For Lap swimming and Rehab sessions, make ups can only be used if a space is available in another like session time.
  - e) For Aquarobics, make-up sessions can be used in either a Lap Swimming or Rehab Session and are only half an hour.

**16. Extended breaks due to holidays**

- 16.1. When swimmers are going to be missing sessions for an extended period of time there are 2 choices:
  - a) Exit classes and then re-book when you able to return, you may lose your session time. If you choose to cancel mid-month see section 14.
  - b) Pay for the space to reserve the session and take make-up sessions for the weeks you are going to be absent.

**17. Casual (single) sessions**

- 17.1. Swimmers can attend a casual swim if there is space and can only be booked a maximum of 2 days in advance.

**THIRD PARTY SERVICE PROVIDERS**

- 18. Service providers (physiotherapists, personal trainers, nurses, carers etc.) may hire the pool or space in a rehab session on the behalf of their own clients.
  - 18.1. Spaces offered are at the discretion of management.
  - 18.2. All bookings by service providers will abide by the terms and conditions of Lap Swimming, Rehab and Pool Hires (listed above)
- 19. All service providers must provide Buoyant Swimming & Aquatics with a copy of their public liability insurance.
- 20. Pool Hire for service providers is limited to 12 swimmers in the water (including the instructor/ physio/ facilitator).

**NDIS SERVICE AGREEMENTS**

- 21. If you are claiming funding for any of our services through the NDIS, a separate service agreement is required.

SIGNATURE .....

PRINT NAME .....

DATE .....