

Y Learn and Swim

Swimming Lessons Terms and Conditions

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1. Program Information

Enrolment in Infant levels is based on age of the participant. Enrolment in Preschool and School levels is based on assessment of ability. Progression to the next level and through the learn to swim curriculum is determined by skill development and the assessment undertaken by the swimming teacher.

Regular progression updates are provided to you directly via the Parent Portal. If you have any questions relating to the progression of your child, please contact our staff team via the portal or at the centre.

	Level	Age	Parent in Water	Class Ratio
Infant	Starfish	6-14 mths	Yes	8:1
	Periwinkle 1	14mths – 2 years	Yes	8:1
	Periwinkle 2	2 – 2.5 years	Yes	8:1
	Minnow	2.5 – 3 years	Yes	4:1
Preschool	Tadpole	3-5 years	No	4:1
	Goldfish	3-5 years	No	4:1
	Flying Fish	3-5 years	No	4:1
School-Aged	Octopus	5+ years	No	6:1
	Sardine	5+ years	No	6:1
	Salmon	5+ years	No	6:1
	Tuna	5+ years	No	6:1
	Dolphin	5+ years	No	6:1
	Shark	5+ years	No	6:1

The Y Learn and Swim swimming lessons are a perpetual program running 48 weeks per year. Lessons do not run-on public holidays with 4 weeks of scheduled breaks per year as detailed within the Parent Portal.

Health information

The health and wellbeing of our participants and teachers is important to us. Help us to keep our facility clean and safe for all users by not attending if you or your child:

- has an infection, contagious illness, or physical ailment, such as an open cut or sore
- has had diarrhoea or “gastro” symptoms (please do not attend for 2 weeks after symptoms cease).
- has a rash that is contagious or undiagnosed.

Ways to avoid getting or spreading sickness:

- Avoid swallowing pool water
- Shower and wash thoroughly with soap before entering the pool
- Use/go to the toilet before entering the pool
- Wash your hands with soap after going to the toilet or after changing a nappy

- All children 3 years of age and under who are not toilet trained are required to wear a swim nappy underneath their regular bathers. Regular nappies are not permitted in the pool; however, swim nappies are available for purchase at the centre.

If you or your child are unwell, stay home and get well. In the cooler weather, ensure you have warm clothing for your child to wear after the lesson.

See the provision for make-up lessons for further information on lessons missed due to medical reasons.

Signing up

You have an agreement with the Y Learn and Swim when you have signed the agreement and we have accepted it. You are able to sign up directly via the Y Learn and Swim website or directly at the Y Learn and Swim Centre, 40 Water Street, Ballarat, 3350.

On enrolling, you will be asked to pay for the fees due from the start date of your enrolment until the first debit date. Payment is made in advance for the fortnight ahead.

Changing your mind

A 7-day cooling off period applies to your enrolment. You can cancel your enrolment any time during your 7-day cooling off period. You can cancel your enrolment at the Y Learn and Swim Centre or via the Parent Portal.

Payments will be refunded minus any fees for classes already undertaken.

2. During your enrolment

Payments

All payments of lessons are to be made by direct debit. Payments will be debited from your nominated account, (card or bank account) on a fortnightly basis.

When setting up Direct Debit you are required to have a valid mobile number and email address for our administration team to contact you if required.

Please note that:

- Debit dates are pre-set for all programs
- If a debit date falls on a public holiday, we will debit your account on the next business day
- Credit card debits are live transactions (i.e. they will be honoured or declined immediately our file hits your bank), so it is recommended that the funds are available the night prior to the debit. Bank account debits may take up to five days to be cleared from your account.

Paying via Direct Debit

Direct debit payment allows for an automatic direct debit from a nominated bank account or credit card on a fortnightly basis. (A calendar will be provided indicating your fortnightly dates). Payment provides access to your program and entitlements as per the terms and conditions for the next fortnight following the debit date.

Meeting your responsibilities

You must make sure:

- Your account can accept direct debits (your financial institution can confirm this)
- There is sufficient money in your account on the payment (debit) day (6.00am onwards)
- You tell us if you are transferring or closing your account, at least 3 business days before your next direct debit
- You tell us about any changes to your credit card, such as its expiry date or number, at least three business days before your next direct debit.

Please tell us if you want to change or cancel your swimming lessons. Advising your bank does not change or cease your contract with us if the correct process to inform us has not also been followed.

Late or declined payments

Failed payment fee

A failed payment fee of \$5.50 will be charged if your payment isn't honoured by the bank and this is due to your error. This will be debited from your account with the next scheduled payment, and you authorise us to do this as per your Direct Debit Request Service Agreement.

Paying your outstanding debts

We will continue to debit your nominated account without notice, until we have received the total amount owed. We will make a reasonable effort to let you know prior to the next debit.

If you find yourself in financial difficulties please speak with the Swim School Coordinator to assess the opportunity for a payment plan.

Increase in fees and changes to your agreement

Y Learn and Swim – swimming lessons, may at any time upon sending an email or written correspondence to your last known contact address and giving 30 days' notice increase the agreed amount or make changes to terms and conditions. If you have any queries in relation to any proposed changes please contact Y Learn and Swim centre via the Parent Portal or centre telephone/email contact details.

Authorising us to increase debits

Where we have made a reasonable effort to let you know about a fee increase, you authorise us to increase any debits from your nominated account.

Staying up to date with our terms and conditions

At times we are required to add, change or remove our terms and conditions. This includes changing a centre's opening and closing hours, its services and facilities. We may also close centres for refurbishment to improve their facilities. When services continue to operate, we do not reduce your membership fees.

Authorising us to increase debits

Where we have made a reasonable effort to let you know about a fee increase, you authorise us to increase any debits from your nominated account.

Being notified about changes

Updating your information

If at any time your contact or financial information changes, please update your information as soon as possible using either the Parent Portal or in person by presenting your credit card or bank account details in person at the centre or call the centre on 4320 0850. Please do not send credit card information via post or email.

Please note credit cards that have expired and reissued with the same card number still require the full card detail to be provided as we cannot update the encrypted data with just an expiry date, the whole card number needs to be resubmitted.

Who to talk to

If you have any concerns or questions about your child's class or progression, please speak with Swim School Coordinator, who is available on request or via an appointment. Please remember, your child's teacher will not be able to speak with you while lessons are running. You can also call and ask to speak with the program Coordinator who, if not available at the time, will return your call.

3. Managing your membership

Make Up Lessons

We have a make-up lesson for life policy meaning that if you are absent from your lesson and meet the criteria below, you will receive a makeup token. These tokens will remain on your child's record until they are used, or you cancel your membership.

To qualify for make-up lesson and receive a token on your account.

- You must notify Y Learn and Swim a minimum of 5hrs prior to your lesson start time if your child is going to be absent for the make-up lesson to be available.
- For any last-minute absences please notify us on your Parent Portal, or phone 4320 0850. Clients who don't attend their lesson without this notice will not be eligible for a makeup lesson.
- Make-up lessons can only be taken in positions vacant during normal scheduled term lessons – holiday programs are excluded.
- Make-up lessons can only be booked a maximum of 7 days in advance.
- Make-up lessons cannot be exchanged for refunds, for use during holiday programs or credits towards tuition fees.
- Make up lessons are not transferable (between siblings)
 - Swimmers must be enrolled into regular classes to use their tokens.
 - Upon cancelling a child out of classes permanently, any remaining makeups tokens will be cancelled on the child's account.
 - Makeup lessons can only be accrued during regular classes and not during holiday programs.

How to cancel your lessons

Swimming lessons memberships are perpetual direct debit agreements with a no “lock in” period or cancellation fees. Enrolments will continue until notice has been given.

Notice is required to be given a minimum of two weeks (14 days) in advance prior to cancellation of classes. Notice of cancellation of classes can be given in person or via phone: (03) 4320 0850.

Credits or refunds will not be given for missed swimming lessons. Cancellations will not be processed until any outstanding amounts owing are paid in full.

4. Conditions of Entry

Rules of entry

When attending the Y Learn and Swim facility you must respect all other patrons. We do not accept:

- Threatening or harassing behaviour
- Intentional damage to equipment
- Consumption of alcohol
- Unauthorised instruction of other members
- Smoking in or around the facility.

All participants must abide by the Terms and Conditions of the Y Learn and Swim Program. Management reserves the right to refuse entry, suspend or cancel lessons without a refund or request any person to leave the premises if that person does not adhere to the above conditions or if deemed necessary.

In wet areas, such as the swimming pool hall and changing rooms, please take extra care. Follow all signs and never run, dive or jump. Please supervise children closely according to centre signage and rules.

Recording your entry at the centre

Upon your enrolment being accepted, you will be provided with a door code to access the swimming pool area of the venue. Use your code each time you access the centre and do not provide your code to any other person, including family or friends.

Your attendance at swimming lessons will be registered by your swimming teacher. If there are any errors with marking your attendance, please contact our friendly team via the Parent Portal or at the centre reception.

Your belongings

Unfortunately, thefts do happen. We cannot accept responsibility for any loss or damage to your belongings while you are at Y Learn and Swim. We will collect any property left behind at the centre for collection within 1 month, after which the property will be donated or disposed of.

If you park in the Y Learn and Swim car park, you park at your own risk. We are not liable for any loss or damage to your vehicle or its contents.

Evacuation

Y Learn and Swim is a co-located facility that operates both an early learning centre and swim school. Evacuations can be triggered by events in either service area but will require a full centre evacuation.

Please make yourself familiar with the Centre map and the evacuation meeting areas.

There will be times that the centre will run mock evacuation drills, these drills are important for staff and patrons to practice if there is a real evacuation required. Please follow the instructions of Y Learn and Swim staff and teachers. Your child's teacher will ensure they are evacuated safely and reunited with you in the evacuation meeting area.

5. Legalities

Your responsibilities

Your responsibilities, including payment of membership fees, do not depend on how often you or your child attend their classes. Your contract is based on entitlement to use, not on actual use, so it is your responsibility to advise us if you wish to discontinue.

You must advise us of anything that affects our ability to contact you or collect membership fees, including but not limited to:

- change of contact details
- change to account details provided for debiting

All children must be accompanied and actively supervised by a responsible parent or guardian from arrival, during a lesson and exiting the centre.

Privacy

During your membership, we will have access to personal information about you, such as about your health and financial situation. We will only use, disclose or deal with information in line with our privacy policy.

6. Y Learn and Swim Policies

Y Learn and Swim policies can be found within the Parent Portal.

7. Feedback

We welcome your feedback. Please contact us via one of the following methods:

Parent Portal

Use the Parent Portal to ask any questions you have, or to provide feedback at any time.



We believe in the power of
inspired young people

At Y Learn and Swim Centre

Our staff are always happy to help. Ask at centre reception, call the centre on (03) 4320 0850 or via email at swimschool@ylearnandswim.org.au.

If you are not satisfied with our response, you may write to the Y Ballarat.

The Y Ballarat

25-39 Barkly Street,
Ballarat, VIC, 3350

Customer service may refer your feedback or complaint to the Y Learn and Swim Centre management if it has not already had a chance to resolve your enquiry.