**Terms and Conditions:**

1. **Conduct**

The terms and conditions in order to ensure the safety and enjoyment of participants at all times.

* 1. For the welfare of everyone attending, rude, disrespectful or unsafe behaviour will not be tolerated.
	2. If a child displays behaviour in a class and is disruptive to other participants then the instructor can terminate the client’s participation for a period and if behaviour is repeated the client may no longer be able to participate in lessons.
	3. Any adult who displays unruly, disruptive, aggressive, unsafe or disrespectful type of behaviour shall be asked to leave the premise immediately with the participant.
	4. No refunds will be given for a child or adult who has a class terminated due to nonadherence to the terms and conditions.
1. **Supervision**
	1. The instructor is accredited to ensure the safety of the client, however, a supervising adult who attends with any children share the responsibility with the instructor for the client safety in accordance with terms and conditions.
	2. During the swimming lesson the supervising adult must actively supervise, remaining in the pool area, and maintaining visual contact with the client and be easily contacted by the instructor.
	3. The supervising adult will also ensure that any other sibling are properly supervised in the vicinity of the pool at all times.
2. **Health and Safety**
	1. The supervising adult will ensure that the client does not enter the water before the teacher instructs them to do so or after the teacher advises them to remove themselves from the pool.
	2. The supervising adult will ensure that the client and themselves follow all rules directions by the teacher for the benefit of the student. The supervising adult will not allow the children to run around the pool area, nor consume food or drink in the pool area and ensure that children who are sick do not attend a lesson and any open skin wounds are appropriately covered prior to the commencing of a lesson.
	3. Supervising adults will ensure that swimming caps and goggles are worn during the lesson and assist the children with the fitting of those items.
	4. The client or care giver shall not smoke or consume alcohol or be affected by alcohol or any other illicit substance whilst in the centre.
3. **Payment and Fees**
	1. The provider will charge the client the fee for services. Each lesson will be for the period of 30 minutes.
	2. The client/caregiver will pay for the service in full prior to commencement of the lesson thereafter the booking system of “Udio”. No cash will be accepted by the provider or the providers representative.
	3. Any service (swimming lesson) must be sent (text only) to the provider one (1) hour before the commencing of the service (swimming lesson). Failure to do so MAY result in a “late notice fee” (50 percent of the original lesson price). This fee will be added to the total fee amount of the next lesson, which must be paid in full in accordance with clause 4.1. If there are not further service dates (swimming lessons) an invoice will be sent to the student/caregiver, and is to be paid in full within two weeks (fourteen days) from the date on the invoice.
4. **Credit**
	1. If the provider cancels lesson due to unforeseen circumstances a further makeup session will be issued to the client. Makeup sessions will be conducted withing four weeks of the notification that a lesson is required to be cancelled due to unforeseen circumstances.
5. **Confidentiality**
	1. If a caregiver takes photos during classes the caregiver must minimise the photo to that of your child only and are not including other children in the photo to respect the privacy of our other families. No photography/video recording is allowed in or near any change rooms or change areas. No photography or videos of other children may be posted to any form of social media.
6. **Variation**
	1. We may change these terms and conditions at any time by providing you at least 30 days written notice. If you wish to cancel as a result of those changes you may do so by giving notice to the provider in accordance with the terms herein.
7. **Medical**
	1. The client and/or caregiver warrant that the client has no medical condition that may affect their ability to participate in swimming lessons except as disclosed on the membership application. If the student does have a medical condition, you warrant that the medical condition has been assessed by a medical practitioner by AHPRA who has advised that it is safe for the student to participate in swimming lessons and related services.
	2. The client caregiver consents to the student receiving emergency medical treatment in the event of injury or illness whilst at the swimming lesson.
8. **Disclaimer**
	1. Although we take all reasonable care in providing swimming lessons and related services, you acknowledge that these activities involve inherit risk of injury.
9. **Waiver**

10.1 The maximum extent permitted by law, you and the client expressly release us and our staff from all claims and demands (including negligence) arising from you or the client’s participation in activities or use of the facilities, under this agreement, that results in any personal injury or death.

**11. Off site lessons**

By agreement, lessons conducted at private premises are subject to approval by the provider.

For lessons provided at a private residence, the owner or nominated supervisor at the property will warrant as follows:

11.1 They have properly maintained the pool by;

11.2 That the pool is safe to swim in and suitable for the use that they accept the provider and the students and/or caregivers at the premises for the provision of the service;

11.3 That the provider will conduct a risk assessment of the premises prior to commencement of any service and can terminate the provision of the service if the premises is not suitable;

11.4 The provider takes no responsibility for any damage to the property caused by persons, caregivers and or clients of the service; and

11.5 The owner of the private property or nominated supervisor will indemnify the provider for any claims or demands made against the provider as a result of the provision of any services under this agreement.

1. **Equipment**
	1. All equipment that the provider brings to the service belongs to the provider and will be returned at the completion of each service. Failure to do so may result in the student / care giver paying for said item.
	2. Any damage caused to any equipment made by the student / caregiver may result in the student / care giver paying for a replacement.
2. **Notice**
	1. All notices, requests, demands or other communications required or permitted by the terms of this agreement will be given in writing and will be delivered to the parties at either of the following addresses:

Email: emily.drummond@edswimming.com.au

Phone (text only): 61 435 876 689

1. **Loyalty cards**

14.1 Only student who’s name is on the loyalty card is eligible for the fifty percent (50%) off the tenth (10th) lesson.

14.2 Loyalty cards are only valid or 12 months.