Stirling Leisure Centres

Learn to Swim Terms and Conditions

Enrolments

The Learn to Swim program is scheduled to run for up to 49 weeks each calendar year at most centres, excluding WA public holidays and Easter Saturday, with a three-week break in December – January during which time direct debits will be automatically suspended. *Scarborough Beach Pool operates between the months of October and July.*

- Clients can enrol at any time during the year and will be required to complete an enrolment form and a direct debit authorisation, in person or online via the City of Stirling website.
- Payments must be made by direct debit which will occur on an ongoing 4-weekly or fortnightly basis, in advance commencing the week of your first lesson. Payment frequency is selected upon enrolment.
- Subsequent debits will occur on a Monday; however, the City of Stirling may nominate in its discretion, any other day.
- Payments can be accepted in the form of Credit or Debit Cards or a nominated bank account. We do not accept American Express/Amex.
- It is the client's responsibility to notify us of any changes to their Credit Card or bank account details.
- Lessons may be cancelled in the event of consecutive failed payments (see Failed Payments).
- In the event of lesson non-attendance over 6 consecutive weeks, with no contact from the student, parent or guardian, City of Stirling Staff or the Learn to Swim Team may withdraw the student from lessons and cancel the membership. Notifications will be sent at 4 weeks, 5 weeks and 6 weeks of non-attendance prior to withdrawing and cancelling a membership. No refunds or credits will be granted.
- Lesson fees include 1 lesson per week and 7 days a week access for recreational swimming for the child at their enrolled site. Children under 12 must be accompanied by a supervising adult (16 years or over); and non-swimming spectators are free.
- This is an ongoing membership, and payments will continue until lessons are cancelled by the client or City of Stirling Staff in accordance with these terms and conditions.
- All members reserve the right to cancel their membership without giving cause or reason, during the 7-day period immediately after they enter into the membership agreement (**Cooling Off Period**). Any request during the 7-day Cooling Off Period must be made to memberships@stirling.wa.gov.au in writing. Any membership fees paid will be refunded minus any services the client may have utilised prior to termination, plus any reasonable administration charges (min $20)

Facility Rules

- All children 4 years of age or younger must be accompanied by a parent or guardian 16 years of age or over whilst in the centre and/or in the pool at all times.
- All children 12 years of age and under must be supervised by a parent or guardian 16 years of age or over whilst in the centre.
- Patrons must refrain from using expletives or other language that could be considered offensive to others. The City of Stirling Staff may ask patrons to leave the centre if they do not comply with this rule.
- The Lifeguards are here to help, if you need assistance, please feel free to ask a Lifeguard.
- Lockers are available to members, please ask at reception.
- Patrons must be over 17 years of age to use the Spa and Sauna (Terry Tyzack Aquatic Centre only) and over 16 years to use the Program Pool (Hydrotherapy) at Leisurepark Only.

Cancellation of lessons

- Cancellations are required in writing 1 week prior to the next direct debit payment.
- Cancellation requests must be sent to memberships@stirling.wa.gov.au.
- Cancellation requests can also be supplied in person via the cancellation forms available at reception.
- If 1 week's notice is not provided for a cancellation the next payment will be debited - inclusive of 4 lessons if paying 4 weekly or 2 lessons if paying fortnightly.
- Clients can continue to use the centre until all prepaid classes have expired, **remaining classes will not be credited or refunded.**

- Lessons are not automatically cancelled upon passing a level, parents/students can move to their next level via the online portal or with the assistance of Learn to Swim staff. Credits or refunds will not be provided if a suitable time/day is not available when changing levels, The Learn to Swim team will assist students and families with finding a suitable class and/or alternative options. We encourage students to continue in their current level to keep their skills up to date until a space becomes available.
- The City reserves the right to cancel lessons due to unpaid fees at any time.
- Any unpaid fees may also incur bank fees.

These terms and conditions do not limit the City of Stirling's right to cancel lessons and this agreement for any other reason, acting reasonably.

Failed payments

- A $9.90 fee is applicable from Ezidebit if a payment is unsuccessful due to a funds related issue.
- This fee is charged by Ezidebit and cannot be waived by City of Stirling.
- No fee will be charged for unsuccessful payments due to a technical issue.
- Technical issues include, lost or stolen cards; expired credit/debit cards; or invalid account details (without limitation).
- In the event of payment failure, City of Stirling will send an initial notification via email and SMS.
- If the outstanding balance is not paid within 7 days of the initial notification, another SMS will be sent out within 2 weeks of that SMS.
- In the event of 2 consecutive failed payments, where notification has been provided by the City of Stirling, the membership and associated enrolment may be cancelled.

Adjustment to Fees

- The City of Stirling may adjust lesson fees at any time during the financial year by giving you at least 14 days' notice of the date from which the adjustment takes effect.
- The client must pay any adjusted fees from the date the adjustment takes effect.
- The client authorises the City of Stirling to change direct debit payments in line with any adjustment and/or lesson changes.

Missed Lessons

- Replacement lessons cannot be offered for missed lessons; however, parents will be able to suspend lessons (and lesson fees) **for up to 4 weeks per calendar year in any combination of 7-day blocks (i.e. in fixed periods of 7 days, 14 days, 21 days or 28 days.)**
- Suspension requests must be received in writing by the City of Stirling Learn to Swim Team at memberships@stirling.wa.gov.au, or members can fill in a suspension request form at reception 1 week prior to your planned absence.
- Suspensions will not be accepted over the phone. Suspensions will incur a fee of $5.00 per week to maintain the child's position in the class.

Missed Lesson Passes

Each enrolled member is entitled up to two family passes for missed lessons per quarter. The passes allow entry for 2 adults and 2 children or 1 adult and 3 children. These passes must be issued at reception upon your return or within three months of missing the lesson. Passes are valid for three months. No extensions will be given.

Medical Suspensions

For medical reasons, classes may be suspended for up to 4 weeks at no charge. A medical certificate or statutory declaration is required. Medical suspensions will be processed from the date listed on the medical certificate or statutory declaration.

Public Holidays

No swimming lessons will be conducted on WA recognised Public Holidays or Easter Saturday. Lessons will be cancelled and credited accordingly.

Incorrect Levels

Children can sometimes be initially enrolled in an incorrect level. When this occurs, the instructor will assess their skill requirements and make the necessary recommendations to the Learn to Swim Team. This may result in the child changing levels.

Appropriate Behaviour in lessons

Learn to Swim reserves the right to cancel lessons for children who, do not follow instructions or continue to act in a manner unsafe and disruptive to the instructor and other class members. Cancellation of lessons will be made on a case-by-case basis, after careful consideration with the student, parent and instructor Learn to Swim staff are committed to working with students and parents/guardians where additional support or strategies may be needed to participate in lessons. It is expected that parents will behave respectfully towards all staff members while attending the City's facilities/centres

Absent Instructors

We advocate continuity and quality instruction and make every attempt to ensure you have the same instructor. If an instructor is unavoidably absent, students' progress is not compromised by a replacement instructor, as all our instructors are qualified, experienced and highly recommended. Replacement instructors have access to the students' skill records. We do not refund lesson fees or compensate for classes conducted by replacement instructors.

Physical Contact During Lessons

Physical contact is considered appropriate if it is necessary to promote a child's development of skills, with the child's consent. In an emergency situation, it may be necessary for a staff member to take hold of a child quickly, with a proportionate use of manual handling, in order to ensure the child's safety.

Minimum Numbers and Class Consolidations

All classes must have a minimum number enrolled in order for them to operate. If you enrol into a class which does not achieve the minimum number of enrolments, you will be offered an alternative class. Additionally, classes may also be consolidated, or instructors changed at the discretion of Learn to Swim.

Parental supervision

It is a City of Stirling By-law that children under the age of 12 entering an aquatic facility must be accompanied by a responsible adult 16 years or older. Children under the age of 12 participating in swimming lessons must always be accompanied by a supervising adult (16 years or older).
Parents/guardians are required to collect children under the age of 12 at the conclusion of their lesson from their instructor. **If children four (4) years and under swim outside of their lesson time, they must wear a 'Watch around Water' wrist band and be supervised by a full fee-paying parent/guardian who is always in the pool and within arm's reach. These wrist bands are provided at the front desk.**

Photography and Video

Taking photos or video footage is prohibited during lessons and throughout the centre unless prior approval has been obtained from the Centre Management.

Lightning

The presence of lightning around an outdoor swimming pool is a safety risk and patrons will be removed from the pool water to a safe environment during any thunderstorm or lightning event.
Access to the pools and their surrounds will be allowed only when the storm is further than 5 km away or has subsided. This decision will be made by the Aquatic Supervisor or Duty Manager.

Swimwear

Learn to Swim participants must wear approved swimwear only; T-shirts and extra-long shorts can affect their swimming technique. Babies and toddlers who usually wear a nappy or are not toilet trained must wear an approved swimmer's nappy while participating in swimming lessons or swimming in public pools. Any individual who requires a nappy must wear an approved swimmer's nappy.

Communicable Diseases

In line with WA department of Health guidelines a person with any skin infection or other communicable disease will be excluded from lessons for the safety and wellbeing of other participants and teachers at the discretion of the Learn to Swim Team.
Please view the control of communicable diseases manual for more information:
https://www.health.wa.gov.au/~/media/Files/Corporate/general-documents/communicable-diseases/PDF/2101-communicable-disease-guidelines.pdf

Entry Token

A token will be issued upon initial enrolment or confirmation of online enrolment for each student enrolled in swimming lessons. Returning customers, please use the same token.
Tokens must be scanned to gain entry for students' lessons. Accompanying parents/guardians or siblings swimming will be charged a casual entry fee. Refusal of entry may occur for non-presentation of token. Replacement tokens can be issued at a cost of $5.50 per token. Tokens remain the property of City of Stirling. You cannot lend your token or allow anyone else to use it.

Medical/Ambulatory Assistance

The client authorises the City of Stirling staff to obtain any medical/ambulance assistance for the client and/or any enrolled child in the event of an accident or emergency involving the client or the child, and agree to reimburse the City of Stirling on demand for

any costs incurred in obtaining such assistance, including but not limited to any ambulance fee.

Changes to Terms and Conditions

The City reserves the right to make changes to prices and our terms and conditions at any time.

Privacy

- The City of Stirling will have access to client and members' personal information.
- The City of Stirling will only use and disclose this personal information in accordance with its privacy policy which can be found on its website.

Video monitoring for your safety in the water

This facility uses the **Lynxight System**, which uses CCTV cameras and AI technology to detect and alert lifeguards to potential drowning or safety incidents. For more information on privacy aspects of the Lynxight System, please see **Lynxight's Privacy Policy at** https://www.lynxight.com/legal/privacy-policy-pools-australia-nz

Upon enrolment and while enrolled in the Learn to Swim Program, Learn to Swim members agree to the following:

I acknowledge and agree that during all such times while I am on the premises of the City of Stirling Aquatic Centre or its surrounds, that both my property and my person shall be at my own risk in every respect. I hereby disclaim and release the City of Stirling and every occupier thereof, including but not limited to all employees, volunteers and invitees to the full extent permitted by law (whether in contract or in tort, and whether arising out of any negligence by any person or otherwise) from all liability of any kind, which may arise in respect to any accidents, damage or loss to any and all property or injury to any person, including myself, my children and other persons under my care (if applicable) on the Aquatic Centre premises, or its surrounds.

I warrant that I am/my child or children are in a good state of health, fitness and physical condition and that there is no medical reason whatsoever that could be regarded as a restriction upon, or an impediment to my/my child's or children's Learn to Swim enrolment. I acknowledge I am responsible for any infant, minor, or person with a disability under my supervision accompanying me to the Aquatic Centre or its surrounds. If the person under my supervision suffers any personal injury, damage to or loss of property, without taking reasonable steps to ensure their safety, then I shall indemnify the City of Stirling against all and any claims, demands and actions made by, or on behalf of the said infant, minor, or person with a disability in respect of any injury or loss.