

Membership Form

Direct Debit Agreement



Enrolment Agreement

1 Your Swim School Enrolment

- 1.1 This Enrolment Agreement has an initial commitment period of (8) eight weeks. The Enrolment Agreement may not be cancelled by the client until the full term has passed or the contract has been paid in full. This enrolment agreement is ongoing and will automatically renew weekly if notice is not given in accordance with the Membership Terms and Agreement.
- 1.2 Your enrolment includes one designated lesson per week / per enrolment for the student, as specified on the registration confirmation.
- 1.3 Outside of your designated lesson time, access to areas included in your enrolment is subject to availability and pool bookings.
- 1.4 Your enrolment at the facility is not transferrable and cannot be shared with another person.

2 Facility Access

- 2.1 As per inclusions stipulated in clause 3, multiple spectators must present at reception together at the time the student scans at the access gates prior to lessons. Spectators arriving separately to the student to observe the lesson will be charged the standard spectator fee.
- 2.2 Only one (1) student card can be allocated per enrolled student.
- 2.3 Student cards cannot be shared with another person, friend or family member.
- 2.4 Students participating in the Little Wonder Program are required to have one adult in the water with them at all times.

3 Inclusions/Exclusions

- 3.1 Students will be granted two (2) spectator entries during designated lesson times, in line with clause 3.3. Outside of lesson times, refer to clause 3.2.
- 3.2 Enrolments for students include unlimited pool entry for the enrolled student only. Any additional participants not enrolled in the swim school are subject to the standard entry fees and charges.
- 3.3 Spectator entry is only valid when the enrolled student is present for their class.
- 3.4 The adult involved in the Little Wonder Program is not considered a spectator and will not count towards the two (2) spectator limit as set out in clause 3.1.

4 Missed Classes

- 4.1 Students will be granted a make-up class for any absence under the following conditions:
- 4.2 Notice of non-attendance is provided by email at least 3 hours prior to class commencement, unless a medical certificate is provided.
- 4.3 Classes cannot be booked more than a week in advance.
- 4.4 Make-up classes can only be rebooked with the provision of a medical certificate.
- 4.5 Make-up classes are subject to availability.
- 4.6 Makeup lessons are only valid for a period of 3 months from date of notice.
- 4.7 Cumberland City Council will not provide credit or refund any unused make-up lessons.

5 Suspensions and Non-Teaching Periods

- 5.1 Outside of the forty-eight (48) week teaching period, all enrolments will be automatically suspended.
- 5.2 Customers enrolled in a perpetual forty-eight (48) week teaching period may request to suspend their swimming lessons. The following suspension conditions apply:
 - 5.2.1. A class holding fee as stipulated in Council's fees & charges is payable upfront to secure the enrolled member's position.
 - 5.2.2. A suspension period is available for a maximum of eight (8) weeks per request. The membership debits and enrolment will resume after the specified suspension dates have ceased.
 - 5.2.3. Suspensions will not be accepted if there is an outstanding balance.
 - 5.2.4. If you are intending to suspend your enrolment with us, you must lodge a suspension request form available on Council's website at least ten (10) Business Days prior to date of requested suspension period.
 - 5.2.5. During a suspension period taken in accordance with clause 5.1 and 5.2, access to the facility will be suspended. Users may pay standard fees to access the facilities during the suspension period.

6 Payments, Debits and Payment Methods

- 6.1 Students will be required to pay one (1) direct debit period in advance, equaling one (1) lesson.
- 6.2 Direct debit payment for fees is managed by us. We will debit your nominated bank account or credit card throughout the time you are enrolled.
- 6.3 If the due date for payment of any enrolment falls on a day which is not a business day, we may direct debit your nominated bank account or credit card on the next business day.
- 6.4 If you wish to change the details relating to your payment method, you must either give notice in line with clause 5.2 of the Membership Terms and Agreement or update them on the online member portal.
- 6.5 Family credits are only valid for a period of 36 months.

7 Changes to Facilities and Program

- 7.1 We may change all or part of the facility at any time, including:
 - 7.1.1. Adding, removing, or replacing equipment.
 - 7.1.2. Temporarily or permanently closing parts of the facility.
- 7.2 Cumberland City Council reserves the right to amend the program, timetable, pool allocations, class structure and instructors at any time. Notification of changes relating to program offerings, will be communicated to customers as set out in clause 8.3.
- 7.3 In the event of an unforeseen pool closure, a makeup lesson will be placed on student accounts. This will only be offered if an alternative body of water within the facility cannot be utilised.
- 7.4 Any lessons adversely affected by acts of God resulting in the cancellation of more than 50% of the class duration will result in a makeup lesson being placed on the student account. If a cancellation were to occur after half of the class has occurred, no compensation will be offered.
- 7.5 Cumberland City Council will aim to maintain water temperatures between 29-31 degrees Celsius. This may not always be possible and will not warrant cause for cancellation.

8 Notices

- 8.1 If no written notice is received from you and your contact details change, notice given by us to the email or other address we have on record for you will constitute as valid notice under this enrolment agreement.
- 8.2 **Notices from you to us**
 - 8.2.1. You may serve notices on us under this enrolment agreement by email to learntoswim@cumberland.nsw.gov.au
 - 8.2.2. Relevant forms located on Council's website will be required to serve notice for cancellations, suspensions and voucher redemptions.
- 8.3 **Notices from us to you**
 - 8.3.1. We may serve notices on you under this enrolment agreement by any of the following methods:
 - i. publishing the notice on our website;
 - ii. publishing signage in the centre;
 - iii. email, to the address listed in the enrolment details.