

VICSWIM Summer Kidz

Terms and Conditions 2024

1. Booking Terms

a. What your booking entitles you to:

- i. VICSWIM Lessons
5 x 30-minute lessons OR 4 x 35-minute lessons. Please see your Enrolment Confirmation Email for details.
- ii. At the conclusion of the program an E-Certificate will be available for download in the VICSWIM client portal and emailed to the email address used at registration. This will show the achieved skills of the students, as assessed by their program teacher, throughout the program.

b. Changes to enrolment

- i. Class changes or swaps will be accommodated if deemed safe and appropriate by VICSWIM.
- ii. If no suitable alternative class is available, VICSWIM reserves the right to retain the student in their current class.
- iii. Transferring enrolments from year to year is strictly prohibited and will not be approved under any circumstances.
- iv. Transferring enrolments from one family or student to another is allowed. This can be processed by contacting VICSWIM and providing contact information for the parent/guardian of the original enrolment and contact information for the recipient.

c. Teachers

- i. All swimming lessons are conducted by certified swimming instructors, suitable to the program location and requirements.
- ii. VICSWIM Teachers all hold the following minimum current qualifications:
 1. Working With Children Check.
 2. CPR.
 3. Teacher of Swimming and Water Safety licence.
- iii. All teachers' licences and certifications are regularly updated to ensure the highest standards of safety.
- iv. VICSWIM reserves the right to change teachers at any time, for any reason.
- v. Despite changes, the replacement teacher will always meet the same high standards and qualifications as outlined in this policy.
- vi. In the event of a class change, VICSWIM will communicate relevant information promptly to affected students and/or parents/guardians.
- vii. Teacher substitutions may not be communicated prior to the lesson.
- viii. Any concerns or queries regarding class changes or teacher substitutions should be directed to the [VICSWIM administration](#).
- ix. Parents/guardians are encouraged to communicate with teachers if they have any concerns, questions, or need information about their child's progress, or contact VICSWIM administration.

d. Venues and locations

- i. Our Host venues, Open, and Inland Waterway Locations are carefully selected, and VICSWIM strive to provide a diverse range of easily accessible and safe locations for our programs.
- ii. Efforts are made to choose venues that offer appropriate features and amenities, ensuring a positive experience for participants and their families. Factors such as water quality, accessibility, parking, public transportation, and facilities for individuals with special needs are considered through this process.
- iii. Daily risk assessments and ongoing reviews are undertaken to ensure continued suitability and compliance. These assessments are comprehensive, covering potential hazards and environmental conditions that may affect the safety of participants.
- iv. Continuous reviews of our locations are undertaken to ensure that they remain suitable and comply with safety standards.
- v. VICSWIM is committed to adhering to all relevant regulations and guidelines governing swimming programs. Compliance with safety standards, local regulations, and industry best practices is integral to our operations.
- vi. VICSWIM follow the [Guidelines for Safe Pool Operations by Royal Life Saving Society Australia](#).
- vii. In the event a venue is not compliant with VICSWIM standards, programs may be changed. VICSWIM will provide as much notice as possible if this occurs.

e. Parent/ guardian responsibilities

- i. Parents, guardians, and students work with VICSWIM teachers to follow the Duty of Care Handover Procedure at the beginning and end of each lesson, as outlined in the [Supervision Policy](#).
- ii. Parents/ guardians remain close by to the lesson and do not leave the facility or location, as outlined in the [Supervision Policy](#).
- iii. Parents, guardians, and students respect all participants, teachers, and staff, as outlined in the [Code of Conduct](#)
- iv. Parent/guardian enrolling their child(ren) into VICSWIM accurately and honestly notes the child's skill level within the student's profile as outlined in the [Code of Conduct](#).
- v. Ensure that family contact information is accurate and up to date in the client booking portal.

f. Participant expectations

- i. Participants are expected to treat their teachers and fellow students with respect and courtesy.

2. Payment Terms

a. Fees and charges

- i. \$35 Program Cost. Charged per student, per weekly program.
- ii. A non-refundable \$7 Booking fee is charged once per transaction, for any amount of enrolments.
- iii. VICSWIM is GST-free.
- iv. Payment only applies to the season (year) of enrolment and is not transferable year-to-year.

- b. **Payments** can only be made through approved method specified by VICSWIM, using our online booking portal.
Payment must be made at time of booking.
- c. **Concessions/Discounts**
VICSWIM is a program subsidised by the Victorian State Government. It does not accept any concessions or discounts. Please see Item 2d for terms regarding the Get Active Kids program.
- d. [Get Active Kids Program](#) (GAKV) vouchers can be used for VICSWIM enrolments for eligible children. GAKV does not cover the booking fee. It is the responsibility of the parent/guardian enrolling students to enter the GAKV code against the correct student prior to enrolment. Any voucher codes received after the enrolment has been completed will not be eligible.
- e. Some venues may choose to [charge independent entry fees](#) on arrival which are not covered by VICSWIM fees and charges. To check whether any additional entry fee is applicable to you, you can contact your preferred venue or refer to the list of venues on the VICSWIM website. VICSWIM encourages all venues to waive this fee, but ultimately this is at the discretion of the management of the facility. VICSWIM has no ability to overrule this decision.

3. Cancellation Policy

Definitions:

VICSWIM Administration Cancellation: a cancellation decided upon by the VICSWIM program administration team. This may be for any reason.

Enrolment/Student withdrawal: the withdrawal of an enrolment as decided by the parent/guardian of the enrolled student.

Refund: the action of returning funds

- a. VICSWIM Administration Cancellation
 - i. VICSWIM Reserves the right to cancel or change any enrolment at any time. This could include change of teacher, location, time, or full cancellation.
- b. VICSWIM reserves the right to cancel venues where there are insufficient children enrolled in the program or a qualified teacher is not available.
- c. Parent/guardian who placed the enrolment will be contacted in writing via the supplied mobile phone number and email address with as much notice as possible.
- d. Missed lessons.
 - i. No refunds or makeup lessons will be provided for missed classes, except in cases of documented medical emergencies or other exceptional circumstances. See 3.e. ii.
 - ii. Participants are encouraged to attend all scheduled lessons to maximize the benefits of the program.
 - iii. No notification is required for missed lessons not seeking medical refunds.

- e. Refunds
 - i. VICSWIM Administration cancellations are eligible for a refund.
 - 1. Cancellations are only decided upon by VICSWIM administration team.
 - 2. If a lesson, week, or venue is cancelled you may request a refund or transfer your child/ren to an alternative location provided.
 - ii. Enrolment/student withdrawals are only eligible for a refund when a medical certificate is provided.
 - 1. Medical certificates must be supplied by emailing info@vicswim.com.au and including parent/guardian's contact information, student name and location of intended lesson, no later than **two (2)** weeks after the date of illness.
 - 2. Refunds for medical reasons will not be issued for individuals who have attended three (3) or more classes within a weekly program.
 - iii. **Refund window:** Refunds will close **TWO (2)** weeks after the final day of VICSWIM classes (19th January 2024). After this date, no refund applications will be accepted. The final date to request a refund will be Friday, 2nd February 2024 @ 5:00 pm.
 - iv. Refunds will be issued back to the payment method used to make the program booking.
 - 1. If payment method has expired or been cancelled, please advise VICSWIM.
- f. Cooling off period.
 - i. All payments are final. There is no cooling off period.
- g. Refunds not to be granted.

Refunds will not be granted in the following circumstances:

 - Enrolment: Parent/guardian selects an unsuitable class time or level
 - Weather: In wet or cold weather all teachers are advised to continue with classes or implement the wet weather policy. If you do not attend your child/ren's lesson on these days, you will not be entitled to a refund.

No refunds will be provided for VICSWIM programs held in previous years.

4. Emergency and Weather Management Terms

The VICSWIM program will run in cold and wet conditions, cancellations will only occur in line with unsafe conditions as specified in the [Weather Management Policy](#). Every effort will be made to accommodate the program by running dry activities, moving locations within the facility etc. before class cancellation is issued by VICSWIM administration.

VICSWIM reserves the right to cancel any enrolment in the event of an emergency, including but not limited to:

- a. Natural disaster (bushfire, flood, dust storm, mud slide).
- b. Severe weather (storm, extreme heat, air quality).
- c. At venue's request (equipment malfunction, water quality, staffing shortages).

In the event a lesson or week is cancelled, enrolments will be notified via email.

5. Grievance Procedure

- a. VICSWIM is committed to providing a positive and safe environment for all participants in our swimming lessons. We recognize that concerns or grievances may arise from time to time.
- b. Please contact VICSWIM regarding the behaviour, safety, or any concerns with
 - i. Teachers and/or administration staff.
 - ii. Facility or location.
 - iii. Other parents/guardians or students.
- c. Please contact VICSWIM using one of the following methods:
Contact Information:
 - Phone: 9271 3800
 - Email: info@vicswim.com.au
- d. Include the following information in your grievance:
 - i. Your name and contact information.
 - ii. Details of the concern or grievance.
 - iii. Relevant dates, times, and individuals involved.
 - iv. Any supporting documentation or evidence.
- e. Acknowledgment and Investigation of Grievance:
 - i. VICSWIM will confirm receipt of your grievance within five (5) business days.
 - ii. The acknowledgment will include information on the expected process moving forward and timeline for resolution.
 - iii. VICSWIM will conduct a thorough investigation into the grievance.
- f. Resolution and communication:
 - i. VICSWIM will strive to resolve the grievance in a fair and timely manner.
 - ii. Once the investigation is complete, VICSWIM will communicate the outcome to you.
 - iii. VICSWIM is committed to using the information gathered from grievances to improve our programs and services.

6. Disclaimers

- a. VICSWIM reserves the right to cancel any enrolment in the event that a student or parent/guardian fails to comply with the VICSWIM terms and conditions, including [Code of Conduct](#).
- b. Any recreational swimming undertaken before or after the VICSWIM lesson is the responsibility of the parent/guardian, and is not the responsibility of VICSWIM or VICSWIM Teachers, Lifeguards or Administration staff.
- c. VICSWIM is committed to continuous improvement and regularly reviews its policies and procedures to align with best practices and industry standards.

By participating in VICSWIM programs, you acknowledge that you have read and understood the Terms and Conditions, including referenced policies and [code of conduct](#).

Parents/guardians are expected to cooperate with all VICSWIM policies, including those related to supervision, to ensure the safety and well-being of all participants.