



## SWIM SCHOOL ENROLMENT FORM

**RESPONSIBLE PERSON (ACCOUNT HOLDER):**

LINKS ID: \_\_\_\_\_ Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_  
(Office Use Only)

Gender: \_\_\_\_\_ D.O.B: \_\_\_\_\_ Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

**How did you hear about the Y?**

Local to Centre  Family/Friend  Social Media  Sign/ Banners  Newspaper/Flyers  Website

**EMERGENCY CONTACT (OTHER THAN ABOVE):**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Relationship to Child: \_\_\_\_\_

ENROLMENT DETAILS:	Student Details	Student Details	Student Details
Last Name:			
First Name:			
Gender:			
D.O.B			
Class Level:			
Class Day and Time:			
Medical Conditions or Existing Injuries (please detail)			
<b>OFFICE USE ONLY</b>			
LINKS ID:			
Date of First Lesson:			
Fee / Lesson:	\$	\$	\$

**ENROLMENT AGREEMENT:**

I have read and understood the Terms and Conditions of this enrolment. I acknowledge that the information given on this form is true and correct. I understand that my debits will continue after the minimum period until I provide notice of cancellation as outlined in the Terms and Conditions. By signing this Enrolment Agreement, I authorise the Y NSW's Financial Institution to make periodic debits on behalf of the Y NSW of the amount payable, and to debit any applicable transaction charges and/or dishonor fees in accordance with the DDR Service Agreement. Fees are paid fortnightly, two weeks in advance on an ongoing basis for a minimum period of 6 fortnightly direct debit payments from the enrolment commencement date.

**WAIVER:**

I acknowledge that while I and/or my dependent are on the Centre or Y NSW premises, or engaged in the Y NSW activities, I will not hold the Y NSW liable for any injury or loss I and/or my dependent suffer. I also accept the risk of injury and/or loss inherent to being on the Centre or Y NSW premises and/or engaging in the activities I and/or my dependent am/are undertaking.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Name: \_\_\_\_\_ Date: \_\_\_\_\_

## SWIM SCHOOL PROGRAM TERMS AND CONDITIONS

Our Terms and Conditions have been established to ensure maximum enjoyment and usage of the Centre by all Y NSW Customers - they are outlined below.

### 1. Definitions

'Centre' – a facility operated by the Y NSW as agent on behalf of the owner

### 2. Legally Binding Agreement

This is a legally binding agreement.

### 3. Enrolment General Conditions

- a) Enrolment commences on the date stated on your Enrolment Agreement.
- b) You are given a 7-day cooling off period after signing this agreement to cancel your Enrolment.
- c) Fees for enrolments (unless paid upfront) are direct debited fortnightly.
- d) Please refer to Direct Debit Billing and Payment Information below.
- e) The minimum period of Enrolment is 6 fortnightly direct debit payments.
- f) Enrolment and associated fees will continue until cancelled by you, the account holder - Please refer to Clause 3 Cancellation of Enrolment
- g) Students with current direct debit swim school enrolments are provided with free access to the pool outside of lesson times.
- h) Y NSW reserves the right to refuse entry, cancel your Enrolment, or request an Enrolled person to leave the premises if the Enrolled person does not behave in a responsible manner, is under the influence of drugs and / or alcohol, or does not adhere to our Conditions of Entry.
- i) Our Conditions of Entry are displayed in Centre and can be accessed online: <https://www.vmcansw.org.au/conditions-of-entry/>
- j) The Y NSW also reserves the right to cancel your Enrolment with us at our discretion.

### 4. Cancellation of Enrolment

After you have completed the minimum period of enrolment of 6 fortnightly direct debit payments, you may cancel your Enrolment by providing us with 1 fortnightly debits' notice in writing, and paying any final fees owed.

Please note that cancellations and refunds are not permitted for enrolments paid upfront after the 7-day cooling off period.

### 5. How We Will Contact You

You grant permission for the Y NSW to communicate with you via email, SMS and phone regarding our news, updates and promotions.

We will contact you using the details you provide. If you would prefer not to be contacted please email us at: [contactus.nsw@vmcansw.org.au](mailto:contactus.nsw@vmcansw.org.au)

### 6. Our Privacy Policy and How We Use Your Information

For detailed information about how we use the information you provide us, please see our Privacy Policy - located on our website at <https://www.vmcansw.org.au/privacy-policy/>

Please also note that to ensure the safety of children your personal information may be shared with the Y's National Safeguarding Unit and other third parties as required by Australian Law.

The Y NSW collects all information (including personal information) as agent of the owner of the Centre for the purpose of providing you with the services detailed in this agreement. By providing your personal information, you explicitly consent to its collection, use, and disclosure in accordance with our Privacy Policy and for the purposes of the Y NSW in meeting its contractual obligations.

### 7. Classes and Makeup Classes

No refund is given for missed Classes.

Instead - you will have a total of 10 Makeup Sessions per calendar year to access.

To access a Makeup Session, you must provide us with at least 3 hours' notice prior to cancelling your scheduled Class.

(Extenuating circumstances will be taken into consideration at the Y NSW's discretion; or a medical certificate must be presented to waive the 3 hour notification period requirement.)

If a scheduled Class is cancelled by the Y NSW, a Makeup Session will be made available.

Makeup Sessions that result from the Y NSW cancelling Classes are additional to the 10 makeup sessions permitted per calendar year per customer.

Please also note that:

- (i) A total of 10 Makeup Sessions can be taken per calendar year.
- (ii) Unused Makeup Sessions do not accrue year-to-year.
- (iii) Makeup Sessions will be available by booking only and are dependent on availability.
- (iv) Makeup Sessions must be taken within 12 weeks of the missed Class date and cannot be accrued.
- (v) Makeup Sessions can only be taken in like for like, or approved Classes.
- (vi) Missed makeup sessions will be forfeited.

We can only provide credits on your account, in the following circumstances:

- \* The Y cancels a scheduled Makeup Session, or
- \* The Y does not provide a Makeup Session within 12 weeks, or
- \* You have a valid medical reason – such as a change in physical and / or psychological ability which means you no longer meet the requirements of the Class (with medical reasons needing to be proved by a doctor's certificate and approved by the Y NSW.)

A refund may be permitted at the discretion of The Y under extenuating circumstances.

### 8. Privilege to Suspend (Available to Squad & Family Memberships Only)

The privilege to suspend is only available to Squad and Family Membership customers who pay via direct debit.

To request a suspension, you are required to provide the Y NSW with a completed Amendment Form in Centre or complete the Suspension Request Form located on our

website: <https://www.vmcansw.org.au/form/membership-suspension/>

Please also note the following:

- i. A minimum of 14 days' notice must be given to request a suspension,
- ii. Squad Members are entitled to suspend their enrolment for a maximum of four weeks per calendar year in two or four-week increments
- iii. Family Memberships are able to suspend as per the Terms and Conditions on their membership form.

### 9. Supervision

Children need to be adequately supervised according to their appropriate state guidelines.

For NSW Customers please refer to the Keep Watch Policy:

<https://www.royallifesaving.com.au/Aquatic-Risk-and-Guidelines/safety-programs/child-supervision/keep-watch-at-public-pools>

### 10. Public Holidays

Please note that no lessons will be held on a public holiday. Charges will not apply (excluding Family Memberships)

### 11. Medical Injury or Illness

a. For Hygiene reasons, all patrons are asked to shower before using the pool.

b. Customers are asked to refrain from attending lessons if suffering from an infectious condition such as but not limited to ear or eye infections, gastrointestinal infections, diarrhea, cold sores, coughs, infectious runny noses, (green discharge), open sores, rashes or feet infections. If a member presents with any of the above conditions, they may be asked not to participate in the lesson.

c. Please ensure to mark students as absent if you're unable to attend a lesson. If you're unable to do so, where a doctor's certificate is produced within 14 days of the missed lesson, a Makeup Class may be offered.

d. Extenuating circumstances will be taken into consideration at the Y NSW's discretion.

### 12. Clothing Attire

Proper swimwear must always be worn. Clothing other than swimwear, or cotton materials will not be allowed in the water.

Children aged 3 years & under are required to wear an Aqua Nappy to enter the water. Aqua nappies are available for purchase from reception

### 13. The Y NSW Reserves the Right to:

- (i) Vary, add or eliminate any of the facilities or services provided by the Centre.
- (ii) Change the fees we charge for our services
- (iii) Change our Terms and Conditions at any time.
- (iv) Vary Our Hours of Operation or Program/Class Schedule of the Centre.

## THE Y NSW SWIM SCHOOL PROGRAM - DIRECT DEBIT BILLING AND PAYMENT INFORMATION

### 1. Billing and Payment Information

- a) Fees are paid two weeks in advance.
- b) Fees for enrolments are direct debited fortnightly from your nominated bank account or credit card and are subject to transaction fees as stated in the DDR Service Agreement.
- c) Debit dates are set by the Y NSW and cannot be altered

### 2. Overdue Accounts

- a) Should there be any unsuccessful payments from your account, you are responsible for any fees and charges incurred by the bank, or debt collection agency(s) and are also responsible for any reasonable fees and charges incurred by the Y NSW due to the unsuccessful payment.
- b) If there are insufficient funds in your account, an automatic rebilling will occur two business days later. Please arrange for sufficient funds to be in your account for this attempt.
- c) If at any time there is an outstanding balance on your account, the amount may be billed in subsequent debits along with any applicable transaction charges and dishonor fees.