

## Fit2Swim Terms of Service

### DEFINITIONS

- *Activity*: any of Fit2Swim's service offerings, including parent-and-child classes, learn-to-swim classes, stroke correction classes, squad sessions, aqua sessions, private lessons and public swimming sessions.
- *Participant*: anyone taking part in a Fit2Swim activity.
- *Customer*: individual responsible for a participant, including enrolment and payment of a Fit2Swim activity.

### NEW ENROLMENTS

- Activities are offered as 9-11 week programs in line with school terms or one week holiday intensive programs during the school holidays.
- There are four 9-11 week programs per calendar year aligned with the NSW public school term dates.
- An additional 6 week program may be offered during the summer holiday period, depending on demand.
- Holiday intensive programs run over five consecutive days.
- Mid-term enrolments are welcome, subject to availability. Pro rata fees will be charged based on number of weeks remaining of the term and then continue as a normal enrolment.
- For participants over the age of 3 years, customers must follow the self-assessment guidelines provided on the Fit2Swim enrolment page to self-select the appropriate level for a swim school participant. The customer should provide as accurate information as possible to enrol the participant in the appropriate level using the online enrolment guidance. Fit2Swim may move a new student to a more appropriate level after the first lesson. This may mean a change of day and/or time.
- No assessments are required for students under the age of 3 years. Fit2Swim automatically enrolls these children into a Fit 2 Bubble parent-and-child class for under 18 months or a Fit 2 Splash parent-and-child class for 18 months to 3 years.
- During enrolment, it is the customer's full responsibility to disclose any special needs, learning difficulties, physical constraints or other special requirements of a participant that has the potential to affect their involvement in activities. If in doubt, customers should discuss the matter with Fit2Swim management. Disclosure of a participant's special needs can be accompanied by medical certificates.

### CURRENT ENROLMENTS

- Term enrolments are automatically carried over at the start of week 8 of each term unless a customer notifies Fit2Swim that they wish to cancel. Customers receive an email reminder one week prior to rollover and a second reminder 24 hours before rollover. During this time customers must notify Fit2Swim if they do not want to continue the following term.
- Part-term enrolments can be arranged in the instance of a planned absence during a term, subject to availability and with priority given to full term enrolments.
- Classes are not scheduled on Public Holidays and are not included in term fees.

### ACTIVE KIDS VOUCHERS

- Fit2Swim accepts Active Kids vouchers for weekly programs. Holiday intensives don't qualify for the rebate.
- Customers should follow these steps to claim their rebate:
  1. Email your child's voucher to [info@fit2swim.com](mailto:info@fit2swim.com) with the words ACTIVE KIDS in the subject line.
  2. Wait for confirmation Fit2Swim has applied \$100 credit to your account.
  3. Book your child into their weekly program.
  4. Finalise payment.
- Only one voucher can be used per program.
- Programs are discounted up to the value of \$100.

## Fit2Swim Terms of Service

- Customers are liable to pay the full cost of a program should a voucher prove invalid, e.g. already redeemed for another activity.

### PAYMENTS

- An enrolment is confirmed once full payment of the activity fee is received.
- Participants will not be allowed to take part in activities until Fit2Swim has received full payment of the activity fee.
- All payments are made by direct debit, including one-off payments such as holiday intensive programs and swim gear purchases from the Fit2Swim service desk. Credit card or bank account information is stored in accordance with Fit2Swim's Data Protection Policy (below).
- During term enrolment rollover in Week 8, payments are automatically deducted via direct debit unless cancelled (see terms under Current Enrolments).
- It is the customer's responsibility to have sufficient cleared funds available in their account to cover the payment of fees, including at term rollover. The customer may be liable for dishonour fees if their financial institution returns a debit item unpaid.
- All payment details are managed by the customer using the customer portal. If customer direct debit information changes, the customer must update their payment details via the customer portal.
- If a customer wants to dispute a debit item, they can contact their financial institution and/or Fit2Swim. Fit2Swim will attempt to resolve the dispute within five business days.
- Purchase of items at the Fit2Swim service desk will be deducted automatically by direct debit within 6 hours.

### ABSENCES AND SWIM SCHOOL MAKE-UP LESSONS

- Customers must notify Fit2Swim of absences and/or book make-up lessons via the customer portal, accessible by entering <https://fit2swim.accounts.ud.io/> in a browser or via [www.fit2swim.com](http://www.fit2swim.com)
- Fit2Swim cannot accept notification of absences and/or booking make-up lessons via phone, text, email or verbally to pool staff.
- Please provide at least 24 hours' notice of an absence where possible.
- Absences can be noted up to 30 days in advance. Please contact Fit2Swim if beyond 30 days.
- Once an absence has been recorded it cannot be reversed.
- It is the customer's responsibility to book a make-up lesson.
- One make-up lesson is permitted for each absence, subject to availability.
- A maximum of two make-up lessons are allowed per student per course per term.
- Make-up lessons can only be booked up to one week in advance.
- Make-up lessons do not have to be booked at the same time as submitting an absence, but the absence must be recorded first.
- Make-up lessons are confirmed at the time of booking and viewable in the customer portal.
- Make-up lessons must be taken in the same term as the corresponding absences. Make-up lessons cannot be carried forward into the next term or holiday program.
- Booked make-up lessons cannot be altered. The lesson will be forfeited if not attended or cancelled.
- Make-up lessons must be taken at the student's current or assessed level.
- Make-up lessons cannot be guaranteed, and options may be restricted during busy periods.
- Make-up lessons owing cannot be transferred to a sibling or another student.

### SWIM PASSES

- Swim passes allow a participant to attend the swim centre for recreational or lap swimming during specified public swimming times. Swim passes are not valid for entry to the pool outside those times.
- Swim passes can be purchased in blocks of 20 and expire after 12 months.
- One pass is required per participant. For example, a family of four attending one public swimming session will require four passes.

## Fit2Swim Terms of Service

### CANCELLATIONS AND REFUNDS

- During enrolment, Fit2Swim may need to move a participant to a class at an alternative day and/or time due to class consolidation or an inappropriate class level. Fit2Swim will make every effort to accommodate a customer. However, should none of the alternative times be suitable to the customer, Fit2Swim will refund the activity fee in full.
- Beyond the enrolment process, there are no refunds of fees, including in the event of a mid-term cancellation.
- Exceptional circumstances will be considered on a case by case basis limited to certain medical reasons and based on medical certificates. If a refund is given, a \$30 administration fee will be charged.
- Fit2Swim does not provide credit/refunds for any price difference between swim school classes if a student chooses to move class or level within the term.

### DATA PROTECTION POLICY

- 256 Bit Strong SSL Encryption is used to transmit sensitive data.
- Fit2Swim uses Merchant Warrior, a Level 1 PCI Compliant Payment Gateway to process credit/debit card and bank account details and payments. Credit/Debit Card and bank account data is encrypted and stored in Merchant Warrior's database, is only accessible by authorised personnel, and is never stored on Fit2Swim's servers.
- Customer accounts are password protected by a password of their choosing. It is their responsibility to keep this password confidential.
- Security of any data transmitted through the Internet can never be 100% guaranteed, therefore customers use Fit2Swim's products, services, and website entirely at their own risk.

### SWIM SCHOOL CLASS CHANGES

- Feedback on progress for each student will be provided via the customer portal.
- Any customer seeking additional feedback is encouraged to email [info@fit2swim.com](mailto:info@fit2swim.com) and Fit2Swim staff will endeavour to provide a response within 48 hours.
- Students who have attained all achievements for their current level are encouraged to move to the next level immediately, including mid-term movements. Fit2Swim notifies customers when level changes are required. If the student does not move immediately they are welcome to remain in their current class/level and the teacher will aim to teach the next level skills until they move into the correct level class.
- Classes cannot be changed to a different level once a student in that class is ready to move up a level. Customers must find another class for the new level. This may mean changing time and/or day. The only exception is when ALL students in the class are ready to move up at the same time.
- The class maximum may be exceeded if required and different levels may be combined if required.

### TEACHERS

- Fit2Swim cannot guarantee teacher requests.
- Teacher continuation cannot be guaranteed term to term.
- Fit2Swim reserves the right to alter class times and teachers, mid-term if required.

### POOL USE DURING SWIM SCHOOL LESSONS

- Students are not permitted to use the pool for recreation outside of swimming lessons.
- Students are not permitted to enter the pool until instructed to do so by a Fit2Swim teacher. This will occur after all students of the previous lesson have exited the pool.
- Running is not permitted anywhere on the Fit2Swim premises, especially within the pool deck area.

## Fit2Swim Terms of Service

### SWIM SCHOOL CLOTHING ATTIRE

- Strict rules apply to baby or toddler's attire whether toilet trained or not. All children under the age of 3 years must wear a disposable swimming nappy covered by a snugly-fitting SplashAbout Happy Nappy.
- Any child older than 3 years and not toilet-trained must wear a disposable swimming nappy covered by a snugly-fitting SplashAbout Happy Nappy.
- Goggles are not required for students under 3 years. However, goggles are recommended for subsequent levels as children place their face under water for longer periods of time.
- Swimming caps, nappies and goggles are available for purchase from the Fit2Swim service desk.
- ALL footwear must be removed before entering the pool hall. This applies to both participants and non-participants e.g. parents.

### CHANGE ROOM AND PIGEON HOLE USE

- Unisex toilets and change rooms are for customer use only, being one family at a time, on a first-come first-served basis.
- Customers are requested to limit time in the change rooms and be mindful of other customers' needs.
- Showers and change rooms are for the sole use of participants immediately prior to or following their Fit2Swim activities and are not for use at any other time.
- Non-participating members or a customer's family are not permitted to use the showers or change rooms for their own purposes at any time.
- Showers are limited to three minutes.
- Pigeon holes are available for customer use while on the premises. Personal items are not permitted to be stored at the premises beyond the lesson time.

### ETTIQUETTE

- Fit2Swim reserves the right to refuse entry, cancel lessons, or request a person to leave the premises if that person does not behave in a responsible manner, is threatening to staff, is under the influence of drugs and or alcohol or does not adhere to the terms of service.

### PHOTOS

- Fit2Swim reserves the right to take photos of participants during activities. These photos are for Fit2Swim's personal use only which may include marketing, advertising, promotion and staff training purposes. By accepting these terms of service, customers are allowing Fit2Swim to use the photos as stated and agree that Fit2Swim owns the images taken.
- Customers should provide Fit2Swim with a written request if they do not want their child's image to be used as stated.

### INDEMNITY

- Customers must supervise their children at all times they are not taking part in an activity run by a Fit2Swim teacher.
- Fit2Swim takes no responsibility for any injuries to anyone on the premises.
- Should an injury occur, customers permit Fit2Swim staff to administer first aid and or organise medical hospital treatment as they see necessary, at the customer's expense.
- Fit2Swim will take no responsibility for any loss, damage or theft of possession or items stored or brought into the premises by customers at any time. Personal items, including mobile phones, iPads etc brought into the premises remain the responsibility of their owner at all times.