

TERMS AND CONDITIONS



MAKEUP AND CANCELLATION POLICY

*In order to receive a make-up token, you must provide at least two hours' notice via your customer portal or mobile app. We do not accept notifications of absence via phone or email. If you have provided the requisite notice, then you will receive a make-up token provided that you've not use more than your **maximum allocation of one in a given calendar month** after you've missed a lesson that you were due to attend. Make up lessons that have been issued will explain 90 days from the class that you were due to attend.*

Make up lessons can be booked on a self-serve basis through your customer portal or app. We do not accept make up bookings via phone or email. Make up lessons can be booked a maximum of seven days out from the desired class that you would wish to attend. Make up classes can only be booked into the same level as you are currently attending. If you have moved up to a new level than your eligibility will move up to the new level as well. Make up positions are offered when another student has notified absent from their given class. Make up lessons for a service that we are happy to offer to our current clients if you are no longer a current client of ours It's still have a make-up token within its period validity. You will be unable to use it. Make up lessons cannot be exchange for cash credit or the benefit.

If your child is going to be absent, please let us know

2 hours before your lesson start time

- Please use your customer portal to mark absence
- Any lessons missed without prior notification will be forfeited
- Any lessons missed with less than 2 hours' notice will be forfeited
- Make-up lessons can be booked using the customer portal
- Make-up lessons can be booked 4 days in advance
- Once your make up lesson has been booked, you cannot make any time changes or cancellations (you cannot make up a make up lesson)
- To be eligible for a make-up lesson, swimmers must be currently enrolled and be up to date with payments
- Cancellation of your enrolment will mean all unused make-up lessons will be forfeited
- Make-up lessons do not replace your normal class or reduce your fees
- Make-up lessons are NOT available for private lessons
- In the event of public holiday or closure of Aspire Aquatics Academy, you will not be charged for lessons missed and will not be required to book a make-up lesson.
- Make up lessons are a courtesy and are not guaranteed
- Make up lessons must be used within 30 days

The only way we can book in makeup lessons, is if we have a cancellation from another child in another class.

If you ever need a makeup lesson you will appreciate other parents who have called in earlier to let us know.

We do not hold classes under any circumstances, the options you have for missing multiple lessons are:

Option one, mark as absent via the portal. Mark your child as absent and complete make up lessons, just remembering that make up lesson tokens appear after the missed class.

Option two, drop your enrolment. You will have to re enrol when you are ready to return to lessons, your old class day and time may or may not be available when you return.

MISSED LESSON POLICY

Aspire Aquatics Academy reserves the right to cancel any enrolments and not refund any money if three lessons in a row are missed and there has been no communication to Aspire Aquatics Academy.

If you have not given us 2 hours' notice, no makeup lesson will be offered.

TRAVEL ARRANGEMENTS OR INJURY

If you are going on holiday or have an injury that will keep you out of the water for a few lessons, your options are to complete make up lessons on your return or drop your class and re enrol when you are ready.

PRIVACY POLICY / FILMING AND PHOTOGRAPHY

Your privacy is protected. ASPIRE AQUATICS ACADEMY will only use personal details required for administration purposes related to Aspire Aquatics Academy.

Please remember this is a child safe centre and for this reason filming and photography are **not permitted**. If you would like to take a picture of your child, please request permission from the teacher and it should not include any other child or teacher without consent.

NEW ENROLMENT POLICY

You understand and agree to the policies at Aspire Aquatics Academy including our payment policy. We do not hold places or accept part payments. A non-refundable enrolment fee of \$30 per child is charged on enrolment unless stated otherwise.

PAYMENT POLICY

For insurance purposes all lessons are paid for in advance. All customers are required to fill out a direct debit details via the customer portal. Fees will be debited from your nominated bank account on the 25th of each month, unless otherwise advised, **initial enrolment needs to be paid upfront**. Invoice amounts may differ depending on how many weeks are in the billing period. Please note the additional fees charged for direct debit, see Payrix form. All lessons are non-refundable.

FAILED PAYMENT POLICY

If your direct debit payment fails, payment is due immediately on arrival of your next lesson. If no payment is made after a failed direct debit, you will be removed from the class. There is an additional fee of \$5.50 for failed direct Debit payments.

LATE PAYMENT POLICY

You will be charged a \$10 late payment fee if your payment is not paid by the due date.

CLASS TRANSFERS

Class transfers are completed by the online customer portal. Once logged in go to: Account Enrolments Transfer enrolment. Select a suitable class and submit your request.

CANCELLATION OF LESSONS

Your membership is ongoing, your account will continue to be debited until a cancellation request has been submitted via the customer portal. Cancellations can happen at any time however no money will be refunded, your options are to swim out what you have paid for or stop immediately and forfeit any money paid. All lessons are non-transferable and cannot be refunded or credited unless at fault by Aspire Aquatics Academy.

COMMUNICATION

Email is our easiest form of communication, please make sure you are receiving all emails from Aspire Aquatics Academy including invoices, customer portal information and class change information.

LESSONS/DAY CHANGES

Aspire Aquatics Academy has the right to consolidate group lessons that do not have enough children enrolled.

TEACHER REQUESTS

Aspire Aquatics Academy cannot guarantee teacher requests and the teacher's schedule may change at any time.

SWIMMING CAPS AND GOGGLES

Swimming caps and goggles are highly advisable to all children participating in level two and above.

APPROVED SWIMWEAR / Personal Items

Only recognised swimwear made from lycra and nylon is to be worn in the water.

This facility's staff will not be responsible for ANY items that may be lost or stolen. Be sure your student's personal items are marked with their name.

Please ensure all personal jewellery items are removed from both parents and children before the lesson, this is for your own protection and safety, as well as the children.

Your personal items are your responsibility, staff and teachers of Aspire Aquatics Academy will not be held responsible for the loss of or damage to personal belongings.

NON-TOILET TRAINED CHILDREN

Only recognised waterproof nappies are to be worn in the water for infants. Aspire Aquatics Academy follows a "No Nappy, No Swim" policy for all children 3 & under.

KEEP WATCH

Staff at Aspire Aquatics Academy are not babysitters. You are responsible for your child at all times. A parent or guardian must always be present at Aspire Aquatics Academy. Please give your children your full attention, stay close to them (within arms' reach) and watch them continuously. Please don't use mobile devices as these are a distraction.

DISABLED TOILET POLICY AND LIFT:

Our center has one disabled toilet. Please be mindful of this when using this as a family room.

We reserve the right to ask you to vacate this area if need be. Our centre is also fitted with a wheelchair access lift, this is not to be used for Prams, playing or any other reason. Please see staff member if you require use of the lift.

HEALTHY SWIMMING

Recommended by NSW Department of Health: Do Not swim if you have had diarrhoea or vomiting in the past 2 weeks and follow recommended guidelines from the Department of Health.

COVIDSAFE POLICY

Use hand sanitiser on arrival. Social distance where possible. Enter pool deck when it is your lesson time. No borrowing goggles or towels. If you or your child are feeling unwell, remain at home and follow NSW Health guidelines.

EATING BEFORE LESSONS

Please avoid feeding your child 30-45 minutes before their lesson start time. This will help avoid stomach cramps and vomiting during their lesson.

MEMBER EXPECTATIONS

It is expected that all customers comply with our rules, terms, and conditions.

BILLING

Billing Authorisation

For insurance purposes all lessons are paid for in advance. Invoices are issued monthly; all invoices are due to be paid by the 25th of each month for lessons held in the following month, with exemption of the first enrolment which is being paid upfront to enrol the lesson.

I/We authorise and request Payrix Australia Pty Ltd ABN 63 135 196 397 (User ID 19026) ("Payrix") to debit payments from my/our account as specified below, at intervals and amounts as directed by Aspire Aquatics Academy ("The Business") as per the Terms and Conditions of my agreement with Aspire Aquatics Academy and in accordance with this Direct Debit Request and the Payrix DDR Service Agreement. Please note: If paying by credit card, ASPIRE AQUATICS ACADEMY will appear on financial statements to indicate payment to Aspire Aquatics Academy.

Fees

Transaction Fee - Bank Account \$0.88

Transaction Fee - Visa / Mastercard \$0.33 + 1.98%

*Additional 1.10% applies for international cards

Transaction Fee - Amex \$0.33 + 3.85%

Bank Account Failed Attempt Fee \$5.50 (added to next payment)

Bank Account Data Storage and Compliance Fee \$0.33 (one time)

Direct Debit Request (DDR) Service Agreement

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with Payrix and the Business. It also details what our obligations are to you as your Direct Debit Provider. We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

I/We hereby authorise Payrix Pty Ltd (ABN: 63 135 196 397) Direct Debit User ID 382220 to make periodic debits on behalf of the Business, as indicated on the front of this Direct Debit Request (herein referred to as the Business).

I/We acknowledge that Payrix is acting as a Direct Debit Agent for the Business and that Payrix does not provide any goods or services and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

I/We acknowledge that Payrix and the Business will keep any information (including account details) contained in the Direct Debit Request confidential. Payrix and the Business will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

We will only disclose information that we have about you:

(a) to the extent specifically required by law; or

(b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

I/We acknowledge that the debit amount will be debited from my/our account according to the Direct Debit Request, this Agreement and the terms and conditions of the agreement with the Business.

I/We acknowledge that bank account details have been verified against a recent bank statement to ensure accuracy of the details provided. If uncertain, you should contact your financial institution.

I/We acknowledge that it is my/our responsibility to ensure that there is sufficient cleared funds in the nominated account by the due date to enable the Direct Debit to be honoured on the debit date. Direct Debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the Direct Debit amount has been debited from the account and that if there are insufficient funds available, I/We agree that Payrix will not be held responsible for any fees and charges that may be charged by my/our financial institution.

I/We acknowledge that there may be a delay in processing if:

- 1) There is a public or bank holiday on the day, or any day after the debit date
- 2) A payment request is received by Payrix on a day that is not a Banking Business Day
- 3) A Payment request is received after normal operational hours, being 4pm Monday to Friday.

Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise the Business to vary the amount of the payments from time to time as provided for within the Business agreement. I/We authorise Payrix to vary the amount of the payments upon instructions from the Business. I/We do not require Payrix to notify me/us of such variations to the debit amount.

I/We acknowledge that the total amount billed will be for the specified period for this and/or subsequent agreements and/or amendments.

I/We acknowledge that the Business is to provide 14 days notice if proposing to vary the terms of the debit arrangements.

I/We acknowledge that variations to the debit arrangement will be directed to the Business.

I/We acknowledge that any request to stop or cancel the debit arrangement will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming, you are advised to contact your financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, I/We will be responsible for any fees and charges for each unsuccessful debit in addition to any financial institution charges and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by Payrix

I/We authorise Payrix to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that if specified by the Business, setup, variation, dishonour, SMS or processing fees may apply.

I/We authorise:

- 1) Payrix (Debit User ID 382220) to verify details of my/our account with my/our financial institution
- 2) My/Our Financial Institution to release information allowing Payrix to verify my/our account details.

