**Terms and Conditions**

To ensure that every participant receives the maximum benefit from the programs and services at Funshine Learn 2 Swim, as well as for the protection of patrons and staff, please take the time to read through the following Learn to Swim Terms & Conditions.

 **General Conditions**

All participants must abide by general terms and conditions of the Funshine Learn 2 Swim program. Management reserves the right to refuse entry, suspend or cancel a membership without refund, or request any person to leave the premises if that person does not behave in a responsible manner, uses abusive language, is under the influence of drugs and/or alcohol or does not adhere to the general conditions of entry. Every effort will be made to adhere to the timetable but Funshine Learn 2 Swim reserves the right to change and alter classes as necessary.

**Payment of Fees**

Members must complete payment (or part payment if agreed to by management prior to enrolment/new term starts) for each student before commencing lessons. If fees are not paid before hand, the student will not be able to start lessons until fees have been paid.

If payments are being made over a payment plan, fees must be at least two weeks in advance at all times (until the last two weeks of term). If they fall behind the student may not be able to continue lessons until fees are caught up AND back in advance (by two weeks). No makeup lessons will be offered for the time lesson fees are in arrears.

Reminders and updated invoices will be sent at least once a month, or as requested.

A reminder will go out if term fees have not been paid the week before beginning of term, then a second reminder sent two days before the firstday of term, giving 48 hours for payment to be made. If there is no contact before the first day of term an message will be sent that states payment must be made on the day or there will be no further lessons until the outstanding fees are paid in full. We can not guarantee the same lesson day/time if you fail to pay your term fees on time.

Management reserves the right to cancel a students enrolment at any time if these terms are not followed. Management also reserves the right to not allow re-enrolment of a student if their swimming fees have been more than a month late at any time in the past.

If you are paying via a payment plan and miss lessons due to illness etc you are still required to pay for this lesson. It will not be deducted off your total term fees however a makeup lesson may be possible, as long as your fees are in credit. See ‘Missed Lessons’.

If upon enrolment or re-enrolment in the term, you are aware that you will miss some lessons due to a planned holiday, please let management know before invoices are sent. That way we can discuss options of either make up lessons or missing the lessons all together and having them removed from invoicing.

**Multiple Child Discount**

If a family has more than 1 child participating in lessons at any one time, a discount of 10% applies to the second child, and every child there after, to a maximum of 20%.

**Multiple Lesson Discount**

If a child is enroled in two (or more) lessons per week, a discount of 10% applies to the second lesson, and every lesson there after, to a maximum of 20%.

**Certificates and Assessments**

Certificates of achievement will be issued by the staff of Funshine Learn 2 Swim upon completion of the level. Students will progress through the levels of the program as they attain skills and confidence. This will be graded on an individual basis.Assessments are ongoing as children develop at their own pace. Please speak with Funshine Learn 2 Swim staff at the time of the lesson or we can arrange a phone call regarding any queries or feedback.

**Missed Lessons**

If you are unable to make your standard weekly lesson you must notify Funshine Learn 2 Swim at least 1 hour prior to beginning of the session. That is at least 1 hour before 9:00AM on weekdays, 8:00AM on Saturdays OR 3:00pm weekdays. If you do not give at least 1 hour notice before the session commences, there will be no make up lesson offered.

To minimise disruption, Funshine Learn 2 Swim offers two make up lessons per child, per term. These make up lessons are transferable to other children in the family but may not be rolled over into the following term. Make up lessons are on an 'as available' basis - please check with management to organise. They ;may come in the form of a one on one ‘private lesson’ or as a hour long semi-private or as a second lesson at a different time in the week. If you miss your make up lesson there will be no other make up lesson offered for that missed lesson.

NOTE: Management reserves the right to allow more makeup lessons over the term if deemed appropriate on a case by case basis however the above still applies. For example – if your child has broken their arm and needs to be out of the water for three weeks we will try to catch up on these three missed lessons when they are back in the pool. The same does not apply for illnesses such as croup, asthma or HFM disease.

If at any point during the term you miss a lesson BUT are behind on fees, a makeup lesson WILL NOT be offered. A makeup lesson will not be offered once you are back in advance of fees either. You must be in advance with your term fees to be offered a makeup lesson.

**Cancellation of Enrolment**

Minimum of 2 weeks notice. Notification is required in writing. No refund will be given for any monies paid in advance unless a medical certificate can be provided stating hospitalisation or some other issue deemed appropriate by management (eg: broken arm). In this case, a refund will be calculated from two weeks after the date Funshine Learn 2 Swim is notified, and will be at a maximum of 50% of remaining term fees.

**Supervision**

Parents/Guardians are not permitted to leave children unaccompanied at any time while they are on the property, including during Learn to Swim Classes. At no time are children or parents/guardians permitted inside the residence at Funshine Learn 2 Swim.

If anyone enters the building on the property, they do so at their own risk, Funshine Learn 2 Swim and Matthew and Zena Dawson cannot be held liable if anything untoward occurs.

Parents/Guardians are to supervise their children in the patio area/backyard/on the play equipment at all times and understand that they are not to hold Funshine Learn 2 Swim or Matthew and Zena Dawson accountable if an injury or death is to occur.

**Health Issues**

If your child is sick, please contact Funshine Learn 2 Swim to let them know you will be unable to attend your lesson. See Missed Lessons for more information. We thank you for understanding - we do not want germs spreading to others in the class or to our instructor. Appropriate clean and suitable swimming attire is required for entry to the pool. Funshine Learn 2 Swim uses and recommends Splash About toggs. See [littletoggs.com.au](https://www.littletoggs.com.au/) for further information. Children up to the age of 24mths (or older if not toilet trained) are required to wear an aqua nappy or reuseable swim nappy (see Happy Nappy by Splash About).

If your child or anyone in your family/household is sick with gastro type symptoms, we have a 48 hour clear policy. Everyone in the household must be 48hours clear of symptoms before the child returns to lessons.

**New Enrolments**

New Learn to Swim participants undergo a swimming assessment by staff of Funshine Learn 2 Swim to determine their swimming ability. This happens during the students first lesson. Enrolment forms must be completed in full by a parent or guardian at the time of enrolment. These can be completed online at [www.funshinelearn2swim.com.au](http://www.funshinelearn2swim.com.au) .

**Re-Enrolments**

The second last week of each term is Learn 2 Swim Re-booking Week. When new enrolments open in the last week of term, unconfirmed students may lose their original booking to a new or existing customer.

Students are assessed continually throughout the term. The format for re-enrolment is such that current students may be asked to maintain their program position (class level changes permitting) to allow convenient and consistent booking.

Parents/guardians need to be aware that memos and requests registered in lieu of term payments are not 100% confirmation of placement.

**Public Holidays/Pool Closes**

Learn to Swim lessons do not take place on Public Holidays or Sundays. If management have planned holidays, parents will be informed and any lessons that would normally take place during this time will not be invoiced for, if they are mistakenly invoiced then make up lessons or credits will be organised. If a make up lesson is unable to be organised a credit will be offered to the next term for any lessons missed due to planned holidays or staff sick days.

Every year the pool will be closed for a week towards the end of term 3/early term 4 as Zena and her extended family have their annual family reunion in NSW.

**Wet Weather**

Lessons will be cancelled due to wet weather at Funshine Learn 2 Swim's descression. In the event of a thunderstorm or a severe down pour lessons will be cancelled. See Missed Lessons for information about makeup lessons, however if a make up lesson is unable to be organised a credit will be offered to the next term for any lessons missed due to inclement weather.

**Camera/Photo Policy**

We encourage you to document your childs progress with photos however ask that you gain the permission of the other guardian before taking photos that involve their children.

**Car Parking**

It is a council regulation that we have as few cars as possible at the property at any given time as we are in a residential area. To abide by this, if you are bringing grandparents, relatives or friends to watch, they need to come in the same car as the child swimming and their supervising parent/guardian. This is to ensure adequate parking for everyone and also limits the number of cars in our residential court. Strictly one car per swimming family at all times.

There are to be no trailers, camper vans, boats, caravans etc anything towed under any circumstances.

Please also fill the driveway of Funshine Learn 2 Swims property first then use the grass as overflow if need be. At no time are cars permitted to block a neighbouring driveway or carport area. Courtesy is to be shown to other residents and patrons at all times, including using the road outside Funshine Learn 2 Swim by adhering to the speed limit and road rules, as well as reducing noise where possible.

Lastly, all children, regardless of age are to be accompanied by a supervising adult when in the vicinity of cars.

Please note: These terms and conditions are subject to change without notification. A copy of these terms and conditions can be found on the enrolment page of our website [www.funshinelearn2swim.com.au](http://www.funshinelearn2swim.com.au) and must be agreed to before enrolment.