

## TERMS AND CONDITIONS – AQUATIC



All patrons must abide by the general terms and conditions of the MLC School Aquatic Centre, including the General Terms and Conditions of Entry. Management reserves the right to refuse entry, cancel a class or request any person to leave the premises without refund if that person does not behave in a responsible manner, uses abusive language, is in possession of any other items prohibited by MLC School, is under the influence of illicit substances and/or alcohol or does not adhere to the general conditions of entry.

Patrons enter the facility at their own risk and accept that MLC School, its employees, management, contractors and agents, will not be liable for any injuries (including death) that may be sustained by a student, an assigned responsible person, or any other patron whilst within the Centre. This includes, but is not limited to, aquatic activities, gymnastics activities, activities within the fitness studio or gymnasium, changerooms or any other area within the Centre. Patrons consent to receiving any medical treatment that staff consider necessary, must observe all signage at the facility and must comply with all directions.

MLC School Aquatic Centre aquatic programs are offered throughout the entire year, inclusive of school holidays. Closure periods occur over the Christmas/New Year period and public holidays; however, management will communicate set dates annually. Every effort will be made to adhere to the published timetable; however, MLC School Aquatic Centre reserves the right to change and alter classes, including of start/finished times and assigned staff, as necessary.

### PAYMENT OF FEES

All fees are displayed on the MLC School Aquatic Centre's website. Direct debits are conducted on a fortnightly basis, **taken every second Monday, for the fortnight in advance**. A published timetable of debit dates can be found on the MLC School Aquatic Centre website and at reception. All customers agree to all enrolment and direct debit authorisations at the time of enrolment. Authorisations are found on the UDIO customer portal, prior to entering payment details or on the login page of the UDIO customer portal before logging in, under "Terms of Service" and "Payment Providers Terms of Service". By using the UDIO customer portal and/or enrolling into a program, you are agreeing to the terms of service. **MLC School Aquatic Centre reserves the right to cancel bookings of customers with two or more consecutive direct debit rejections.**

### PRIVACY

Patrons acknowledge that MLC School may collect personal information about all patrons, including parents and students, which may be necessary for the Aquatic Centre's function or activities. Patrons authorise the Aquatic Centre to use and disclose information in such a manner as the Aquatic Centre Management may deem appropriate, which includes for the purposes of a student's health, care, welfare, or development. Patrons give permission for photographs of the student to be used for promotional and other marketing material. Patrons acknowledge having read MLC School's Privacy Policy.

### MAKE-UP LESSONS

Regular attendance to classes is always recommended, however there may be occasions where this is not possible. Where a student is unable to attend their regular class, the assigned responsible person may cancel the student's attendance via the MLC School Aquatic Centre UDIO customer portal. A student will only be eligible for make-up lessons where cancellation has occurred **prior** to the start of the lesson. Make-up lessons can only be booked via the MLC School Aquatic Centre UDIO customer portal or at reception and are subject to the following conditions:

- Make up vouchers are for one-off cancellations and can be managed via the customer portal under "upcoming bookings – unable to attend". **No vouchers can be generated for missed classes.**
- Customers are allocated **12** make up vouchers per calendar year with an expiry date of **31<sup>st</sup> December** of each year. Make up vouchers **CANNOT** be extended into the new year. Once you have met the 12 allocated vouchers, any further cancellation of classes will not result in a voucher.
- Competitive squad swimmers (Metro – Performance) have unlimited make-up vouchers which will expire 3 days after creation. Masters Squad swimmers will continue to have unlimited vouchers expiring 31<sup>st</sup> December.
- Make-up lessons are subject to daily availability. This availability includes returning customers wishing to use vouchers. If there is no space within the program for re-enrolment, make-up vouchers will be unavailable for use. **No credit or refund can be issued in lieu of make-up vouchers.**
- Please ensure the make-up booking is correct when choosing a day and time. Once booked, a make-up lesson cannot be changed or amended. If a make-up lesson is cancelled, it will then become **void** and not be returned.
- When a student has cancelled out of the program, all remaining make-up vouchers become **inactive, as you will no longer have a regular booking**. *These vouchers will only be available for use if you are booked back into the program within the same calendar year.*
- Make-up vouchers are non-transferable. Exceptions will **NOT** be made so we kindly ask that you adhere to the policy to avoid disappointment or refusal of a make-up voucher.



## ASSESSMENTS

Any new enrolment at MLC School Aquatic Centre will need to undertake an assessment to determine their appropriate level. When enrolments are open, available timeslots can be booked by contacting the Aquatic Centre on 02 8741 3154 or [swim@mlcsyd.nsw.edu.au](mailto:swim@mlcsyd.nsw.edu.au). Any customer wishing to return after an absence of 3 months or longer, must also complete an assessment prior to re-enrolling.

Current students enrolled into programs are assessed regularly on an ongoing basis. Please speak with the Instructor in Charge on duty for more information and feedback as to your child's progression and development or check the customer portal for a progress report. If the program is closed for enrolments at any point in time, students can be added to a waitlist via reception in order to join the program when space becomes available.

## ACTIVE KIDS/FIRST LAP VOUCHERS

Active and Creative Kids vouchers can be utilised at MLC School Aquatic Centre for payment of swimming fees. To be eligible, students must participate in a minimum of eight weeks in their chosen program. Refunds for any unused portion of the vouchers cannot be provided. Similarly, MLC School Aquatic Centre is only able to process **ONE(1)** Active and Creative Kids voucher per child, per eligible term. To redeem vouchers, please send the voucher to [swim@mlcsyd.nsw.edu.au](mailto:swim@mlcsyd.nsw.edu.au)

## CANCELLATIONS

To cancel enrolment in the Swim Program, please complete an online cancellation form **at least** two days before the next billing cycle so your direct debit can be cancelled. If notice of cancellation is received later, the enrolment may not be cancelled before the next direct debit occurs. Bookings cannot be cancelled without the online form being submitted. Cancellations **MUST** be completed via the online cancellation form found on the UDIO customer portal or aquatic centre website under the tab "Cancellations". **NO REFUNDS OR CREDITS are available for late cancellations.**

## SUPERVISION

Children under the age of 10 years must be always accompanied by a responsible person 16 years or over. Responsible persons are not permitted to leave children under the age of 10 unaccompanied and unsupervised at any time whilst in the Aquatic Centre, and must be visible and accessible on the pool deck at all times during the class. Failure to do so can result in cancellation of a booking or exclusion of a student from a class.

## SWIM ATTIRE

Appropriate and suitable clean swimming attire is required for entry to the pool. We request that children under four years of age wear two layers – bathers with elastic waist and leg bands or aqua nappies. Disposable or cloth nappies are not permitted. Children that present to a lesson without two layers will not be permitted to enter the class.

## DISCOUNTS

Students enrolled at MLC School or MLC School Staff members receive a discount on all Learn to Swim and Squad Program lessons, as set out on the MLC School Aquatic Centre's website. Family discounts and multiple booking discounts are also available and set out on the MLC School Aquatic Centre's website.

## CHANGEROOMS

Patrons must strictly abide by the MLC School Aquatic Centre's conditions of entry and use relating to the changerooms, as set out in the General Terms and Conditions of Entry displayed throughout the Centre.

## HEALTH AND MEDICAL CONSIDERATIONS

Responsible persons must inform the Aquatic Centre office of any medical considerations relating to the student so that it can be added to the student's profile. This information is important to the instructor, ensuring that all the necessary action is taken to ensure the safety of the student. In the case of an extended illness or injury (4 or more weeks), responsible persons should contact the Aquatic Centre office with an appropriate medical certificate to discuss any options available.

## PHOTOGRAPHY AND VIDEO

Photography and video, whether by mobile phone or any other audio/visual recording device, are not permitted within the MLC School Aquatic Centre. Patrons must respect the privacy of other users during their visit to the centre.

CCTV is in use at all times throughout the centre to ensure the safety of all patrons.