



# Y NSW Swim School Program - Terms and Conditions

## **1. Legally Binding Agreement**

Enrolment forms are a legally binding agreement.

## **2. 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.  
Please refer to Direct Debit Billing and Payment Information below.
- (d) The minimum period of Enrolment is 6 fortnightly direct debit payments.
- (e) Enrolment and associated fees will continue until cancelled by you, the account holder - Please refer to Clause 3. Cancellation of Enrolment
- (f) Students with current direct debit swim school enrolments are provided with free access to the pool outside of lesson times.
- (g) YMCA 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.  
Our Conditions of Entry are displayed in Centre and can be accessed online at:  
<https://www.ymcansw.org.au/conditions-of-entry/> (<https://www.ymcansw.org.au/conditions-of-entry/>)
- (h) The Y NSW also reserves the right to cancel your Enrolment with us at our discretion.

## **3. 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.

## **4. How We Will Contact You**

You grant permission for the Y NSW to communicate with you via email and SMS 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@ymcansw.org.au](mailto:contactus.nsw@ymcansw.org.au)  
(<mailto:contactus.nsw@ymcansw.org.au>)

## **5. Our Privacy Policy + 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.ymcansw.org.au/privacy-policy/>  
(<https://www.ymcansw.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.

## **6. Missed Classes + Makeup Classes**

No refund is given for missed classes.

An automatic payment suspension will only occur over the Christmas and New Year's break.

No makeup classes are offered for squad memberships or enrolments paid upfront.

Students enrolled via direct debit only will be eligible for a total of 6 makeup classes per calendar year to access.

For a makeup class to be permitted, 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 class will be made available. Makeup classes that result from the Y NSW cancelling classes are additional to the 6 makeup classes permitted per calendar year per customer.

Please also note that:

- i. A total of 6 makeup classes can be utilised per calendar year.
- ii. Unused makeup classes do not accrue year-to-year.
- iii. Makeup classes will be available by booking only and are dependent on availability.
- iv. Makeup classes can only be used in like for like, or approved classes for the student it was applied to.
- v. Missed makeup classes cannot be rescheduled and will be forfeited.
- vi. Makeup classes will only be issued once a scheduled class is marked as absent and missed.
- vii. A credit can only be provided in the event that the Y cancels a scheduled makeup class.
- viii. A refund may be permitted at the discretion of The Y under extenuating circumstances.

## **7. Privilege to Suspend (Available to Squad & Family Membership Customers 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 with a completed Amendment Form.

Please see us in Centre or complete the a Suspension Request Form located on our website at

<https://www.ymcansw.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.

## **8. 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>

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

For ACT customers, please refer to the Public Pools (Operational Matters – Supervision of a Child) Determination 2015 (No 1) made under the Public Pools Act 2015, section 14 (Operational matters): <https://www.legislation.act.gov.au/View/ni/2015-324/current/PDF/2015-324.PDF>  
(<https://www.legislation.act.gov.au/View/ni/2015-324/current/PDF/2015-324.PDF>)

## **9. Public Holidays**

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

## **10. 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 & 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.

## **11. Learning Guarantee**

Should your school age child not move up one level within 36 weeks of consecutive attended swimming lessons, a complimentary second lesson per week will be offered for a maximum of 12 weeks to assist your child to progress to the next level.

## **12. Clothing Attire**

Proper swimwear must always be worn. Other 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) Alter our Terms and Conditions
- You will be given a minimum of 30 days' notice about any of the above changes (i), (ii), (iii).
- (iv) Vary Our Hours of Operation or Program/Class Schedule of the Centre.

## **The Y NSW Swim School Program – Direct Debit Billing + 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.
- (d) If at any time there is an outstanding balance on your account, the amount may be billed in the following fortnight's debit run along with any applicable transaction charges and any dishonour fees.

## **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 your 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) In the event that the rebilling attempt fails, the payment may be applied to your next direct debit and a failed payment fee will apply.

### **FITNESS & AQUATICS**

(<https://www.ymcansw.org.au/fitness-and-aquatics/>)

Fitness

(<https://www.ymcansw.org.au/fitness/>)

Aquatics

(<https://www.ymcansw.org.au/aquatics/>)

Gymnastics

(<https://www.ymcansw.org.au/gymnastics/>)

Sports

(<https://www.ymcansw.org.au/sports/>)

Membership

(<https://www.ymcansw.org.au/membership/>)

### **CHILDREN'S SERVICES**

(<https://www.ymcansw.org.au/childrens-services/>)

Before & After School Care

(<https://www.ymcansw.org.au/childrens-services/before-after-school-care/>)

Vacation Care

(<https://www.ymcansw.org.au/childrens-services/vacation-care/>)

Our Practice

(<https://www.ymcansw.org.au/childrens-services/our-practice/>)

Fees

(<https://www.ymcansw.org.au/childrens-services/fees/>)

Enrol or sign in

(<https://www.ymcansw.org.au/childrens-services/enrol-now/>)

### **COMMUNITY SERVICES**

(<https://www.ymcansw.org.au/community-services/>)

Community Services

(<https://www.ymcansw.org.au/community-services/>)

Youth

(<https://www.ymcansw.org.au/community-services/youth/>)

Partner With Us

(<https://www.ymcansw.org.au/get-involved/partner-with-us/>)

Volunteer With Us

(<https://www.ymcansw.org.au/get-involved/volunteer/>)

### **CAREERS**

(<https://careers.ymcansw.org.au/>)

Work for us

(<https://careers.ymcansw.org.au/>)

Volunteer with us

(<https://careers.ymcansw.org.au/volunteer/>)

Work Experience

(<https://careers.ymcansw.org.au/work-experience/>)

### **FIND YOUR LOCAL Y**

(<https://www.ymcansw.org.au/find-your-y/>)

### **CAMPING**

(<https://www.ymcansw.org.au/camping/>)

### **NEWS & MEDIA**

(<https://www.ymcansw.org.au/news-and-media/>)

### **EVENTS**

(<https://www.facebook.com/theynsw/events/>)

### **ABOUT US**

(<https://www.ymcansw.org.au/about-us/>)

### **ONLINE COMMUNITY**



(<https://www.facebook.com/theynsw/>)



(<https://www.youtube.com/@theYnsw/>)



(<https://www.instagram.com/the.ynsw/>)



(<https://www.linkedin.com/company/ymcansw/>)

### **CONTACT US (/contact/)**

(02) 9687 6233 (tel:0296876233)

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[Home \(https://www.ymcansw.org.au/\)](https://www.ymcansw.org.au/)

[Safe Environment \(https://www.ymcansw.org.au/safe-environment/\)](https://www.ymcansw.org.au/safe-environment/)

[Employment \(https://careers.ymcansw.org.au\)](https://careers.ymcansw.org.au)

[Accessibility \(https://www.ymcansw.org.au/accessibility/\)](https://www.ymcansw.org.au/accessibility/)

[Terms of Use \(https://www.ymcansw.org.au/terms-of-use/\)](https://www.ymcansw.org.au/terms-of-use/)

[Privacy \(https://www.ymcansw.org.au/general/privacy-policy\)](https://www.ymcansw.org.au/general/privacy-policy)

[Sitemap \(https://www.ymcansw.org.au/sitemap/\)](https://www.ymcansw.org.au/sitemap/)

YMCA of Sydney Youth and Community Services Incorporated is a Public Benevolent Institution registered as a Charity.

The Y NSW acknowledges the Aboriginal and Torres Strait Islander peoples as the Traditional Custodians of the lands and waters on which we come together to learn, share and grow. As the earth's most ancient culture, we respect their historical and continuing spiritual connections to country. We pay our respects to Elders past and present, and to young Aboriginal and Torres Strait Islander peoples for they hold the continuation of cultural, spiritual and educational practices in their hands. We believe in the power of inspired young Aboriginal and Torres Strait Islander peoples.

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CFN (Charitable Fundraising Number) CFN/21379

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