



**Swimming Lesson Make Up, Credit and Refund Policy**

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**A. Purpose**

To provide a consistent approach to managing requests for make-up lessons, for considering lesson credits when participant or program cancelations occur and for responding to refund requests where a lesson enrolment has been terminated by the parent, guardian or participant.

**B. Scope**

This policy is applicable to the operation of Just Swimming and Nunawading Swimming Club Learn To Swim programs and services where fees and charges are levied for timetabled services delivered. Programs include, standard learn to swim lessons, Teen Fitness Squad, Smith Squad and One-To-One Lessons. This policy is not applicable to programs scheduled to take place in school holiday periods, the Welcome To Water Program or the Free Baby Starfish Program.

**C. Performance Standard Expected (including relevant legislation)**

This policy sets out requirements in compliance with the consumer guarantees within the Australian Consumer Law and Fair Trading Regulations 2012.

**D. Person/s Responsible for Implementation**

Just Swimming Aquatic Program Coordinators, Managers and Member Relationship Assistant staff are responsible for the implementation of this policy through engagement with program customers. Final decisions on applications for lesson credits will be at the discretion of the Aquatics Program Director Just Swimming and Executive General Manager Nunawading Swimming Club.

**E. Record of compliance**

- Completion of make-up lessons in accordance with policy requirements.
- Response to requests and notifications in relation to lesson deferment or enrolment termination in accordance with this policy.
- In-system records of actions resulting from the implementation of this policy.

**F. Policy**

**1. General Policy Principles - applicable to all services**

1. All participants must pay accounts levied for booking into any Just Swimming administered programs. All swim school accounts are due for payment by direct debit on the 21<sup>st</sup> of each month for the preceding month program for existing participants and new participants unless otherwise stated.

2. Payments are to be made by direct debit (Bank Account, Credit or Debit Card) unless alternative payment method is arranged and authorised by Aquatic Program Manager or Aquatic Program Director. These may include an invoiced account to be paid by cash.



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3. Once payment has been received the participant confirms their expectation to attend all sessions scheduled for the month in which they have enrolled. Just Swimming confirms their obligation to conduct the scheduled sessions to the standards applicable to Learn To Swim programs.

4. Just Swimming has no obligation to refund for services programmed that participants do not attend.

5. Once payment has been made, participants cannot cancel attendance within the month and seek to have lessons credited to a later date or request a refund if:

- a) The participant changes their mind
- b) The participant expected a lesson delivered in a particular way that is contrary to the method of lesson delivery programmed; or
- c) The participant failed to clearly explain their needs to the service provider.

6. Cancellation for future month enrolments not yet paid must be made no later than 14 days prior to the start of the coming month.

**2. Make up lessons**

**Standard Learn to Swim Lessons**

Make up lessons are offered where available space exists in another class. Should the participant be unable to attend their regular scheduled lesson, they must cancel the class via their online portal or by contacting their swim school to notify them of their expected absence. They are required to cancel the lesson or contact their swim school no later than 1 hour before the missed lesson commences.

The following applies to make up lessons:

- Participants can complete one make up lesson per month to replace missed lessons – provided prior notification was provided and recorded.
- Make up lesson tokens are issued once the missed class has occurred.
- Make up lessons are not guaranteed and are subject to availability.
- Make up lesson tokens are not transferrable to other programs or program participants and can only be completed at the swim school in which the booking was held.
- Make up lesson tokens are only available to customers with a current booking and expire after 45 days.
- Make up lessons are to be booked via your customer portal.
- Make up lessons can be booked no more than twenty-four (24) hours prior to the requested class.
- Make up lessons can be completed prior to the missed lesson if the lesson has been cancelled in advance.
- Non-attendance to a make up lesson will result in the lesson being forfeited.

**One-To-One Lessons**

Due to the context of which One-To-One Lessons operate, Just Swimming is unable to provide make up lessons when a student is unable to attend these lessons.



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**3. Lesson Credits**

**1. General Lesson Credit Principles – applicable to all services**

1. A credit will not be provided for classes missed prior to notifying Just Swimming of non-attendance to a class.
2. Participants wishing to maintain their place in the class must remain enrolled whilst their lessons are suspended.
3. Once a credit has been approved, confirmation outlining the amount of credit available will be sent via email and the credit will be valid for use twelve (12) months from the approval date.
4. Credits are not transferrable or negotiable to any other non-Just Swimming/NSC programs or services.
5. A request for credit can be denied at any stage at the discretion of Aquatic Program Management staff.

**Standard Learn to Swim Lessons**

Credits will only be considered for participants who have incurred an illness or injury. All requests for credit of lessons should be made to the swim school office in writing. A credit will only be considered for two (2) or more consecutive absences from classes. An 'Application for Credit Form' must be completed and submitted with the following documentation:

- Completed application for credit form
- Medical Certificate
- Proof of payment when applicable

If a make up token has been issued for a cancelled lessons, but not used, and additional lessons are required to be cancelled due to extended illness or injury, the participant may choose to forfeit the make up token received for the first cancelled class and receive a credit as long as the medical certificate covers the date of the initial cancelled class.

**One-To-One Lessons**

Just Swimming will apply a credit to students who miss One-To-One Lessons in the case where participants have completed the following.

- a) **Cancellation of lessons due to a medical reason:** Upon presentation of a medical certificate a credit will be provided for any missed lesson provided a minimum of two (2) hours' notice has been provided.
- b) **Cancellation of lessons due to a non-medical related reason:**
  - less than seventy-two (72) hours' notice of cancellation of a lesson there will be no credit applied.



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- more than seventy-two (72) hours' but less than seven (7) days' notice of cancellation of a lesson a credit of 50% will be applied.
- Seven (7) days' notice of cancellation of a lesson a full credit will be applied.

**4. Refunds**

Just Swimming does not offer refunds for classes conducted that have been missed by participants. All enrolments are expected to be for the month of the paid program. Participants wishing to terminate their enrolment in a program prior to the end of the month, with no intention to return, forfeit the remainder of their term payment.

**5. Lesson Cancellation**

In the event that a scheduled lesson is cancelled by Just Swimming and more than 50% of a lesson is missed due to pool closure or major incident, a make up lesson or credit will be applied to the participants account by Just Swimming. Decisions made by Just Swimming management to cancel lessons, are made referencing the Lesson Cancellation Policy.

**G. Review**

The Swimming Lesson Credit and Refund Policy will be reviewed at a date approximately 12 months from introduction.