



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, Armstrong Squad and One-To-One Lessons. This policy is not applicable to programs scheduled to take place in school holiday periods.

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 Swim School Coordinators, Managers and Customer Service 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 the last day of the preceding term program for existing participants and before the first session in the new term for new participants.
2. Payments can be made by eftpos, credit card, cheque, cash transactions or online direct transfer. – American Express N/A
3. Once payment has been received the participant confirms their expectation to attend all sessions scheduled for the term program in which they have enrolled. Just Swimming confirms their obligation to



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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 at the program or 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.

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 contact their swim school to notify them of their expected absence. They are required to contact their swim school no later than 1 hour before the missed lesson.

The following applies to make up lessons:

- Participants can complete up to 1 make up lesson per term to replace missed lessons – provided prior notification was provided and recorded.
- Make up lessons cannot be transferred to other programs, program participants or onto the following term of lessons.
- Make up lessons are not guaranteed and are subject to availability.
- Make up lessons are not available in the first week of the term.
- Make up lessons are not transferrable and can only be completed at the swim school in which they are enrolled.
- Make up lessons can be booked no more than 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.

COVID-19

Make up classes are offered where available space exists in another class. Should the participant be unable to attend their regular scheduled lesson due to requiring to obtain a COVID-19 test or isolation period, they must contact their swim school to notify them of their expected absence. This must be completed prior to the lesson commencing or as soon as practicable once notification of required test/positive test result or being required to isolate for a period of time.



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The following applies to make up lessons for a COVID-19 related absence:

- Participants can complete unlimited make up lessons due to being required to isolate whilst waiting for test results or being required to isolate as a close contact.
- To be eligible for a make up lesson, the class must be cancelled prior to attending. Sighting of a PCR test result will then be required to be sent to the Just Swimming Management team for the make-up lesson to be approved.
- Make up lessons will be completed after the missed lessons.
- Where a participant is required to isolate during the final week of term and no make-up lesson can be completed within that week, a make up lesson can be completed between weeks 2-5 of the following term subject to the student having a current enrolment in that term.

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.

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. Participants wishing to maintain their place in the class must remain enrolled whilst their lessons are suspended.
2. 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 12 months from the approval date.
3. Credits are not transferrable or negotiable to any other non-Just Swimming/NSC programs or services.
4. A request for credit can be denied at any stage at the discretion of Swim School Management staff.
5. Where a program participant is a confirmed positive case of COVID-19 and is required to isolate, a credit will be applied for the missed lessons. PCR test results are required to be supplied to Just Swimming Management for the application of credit.
6. Where a program participant is unable to attend lessons due to a family member being a confirmed positive case of COVID-19, a credit will be applied for the missed lessons. PCR test results are required to be supplied to Just Swimming Management for the application of credit.

Standard Learn to Swim Lessons

Credits will only be considered for participants who have incurred a 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 3 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

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- Medical Certificate
- Proof of payment when applicable

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.

- Contacted the Swim School with a minimum of 1 hour prior to the lesson commencing.
- Can provide a medical certificate for the missed lesson.
- Proof of payment when applicable.

Just Swimming will apply a credit to students in One-To-One Lessons who provide a minimum of 7 days' notice in writing, to Swim School Management, for planned missed lessons that are not medical related. If less than 7 days' notice is provided, a credit will not be available.

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 whole of the period of the programmed lessons (eg: term enrolment). Participants wishing to terminate their enrolment in a program prior to the end of the enrolment block, 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 credit or make up lesson 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.