



TERMS AND CONDITIONS OF ENROLMENT

• Enrolment

- Before you can commence swimming with us, all required forms must be completed and received by the Oceanic Waterbabies office by the requested due date. These Terms and Conditions apply for and on behalf of any other persons who may swim with your child.
- We run four swimming terms each calendar year which may vary in duration and therefore term price.
- To operate as efficiently as possible, **enrolment is only via our automated re-enrolment system** through [Direct Debit Request Authorisation](#) (DDRA).
- You will be notified via SMS and/or email approximately **3weeks** prior to the date that your nominated credit card will be debited for payment.
- You may stop a debit payment or change your debit payment details by notifying us at least **3 business days prior to** the scheduled direct debit date. You must phone our office during our business hours and speak directly with an administrator to arrange your request. **Answering machine messages will not be accepted.**
- If the swimming term is being paid for by someone other than yourself, you are responsible for informing that person of our payment policies, deadlines etc. and relaying any communication with regards to re-enrolment or payments.

Unless we receive your notification as directed above, your child will automatically be enrolled for the next swimming term.

- **Request to change** days, times or venues must be received prior to the scheduled direct debit date. We aim to accommodate wherever possible but cannot guarantee availability for your request. We will notify you of the outcome once your request has been processed..

• Changes to scheduled classes

There may be unavoidable changes to the days, times or venues of some scheduled classes due to unforeseen circumstances or to maintain class numbers. We will do our best to keep classes together but cannot guarantee this. We will notify you of any changes and apologise for any inconvenience in the process.

• Please notify the office

- If you change address, phone or email. It is essential we have current contact and emergency contact details.
- If you will be away for any part of the term and therefore missing lessons (Holidays, baby due etc.)
- If there are changes to whom will swim with your child; As only the registered person enrolled can swim with your child, please arrange with the office to complete a handover for the new swimming adult. To ensure a smooth transition for your child this will include both an in water handover and viewing the online Waterbabies seminar before commencing swimming.

• Refund and/or deferment policy

Fees are non-refundable and not deferrable.

Cancelled classes

If due to unforeseen circumstances your lesson must be cancelled during the term, we will do our best to notify you ahead of your lesson. We must have current contact details to be able to reach you. We will notify you of your replacement lesson via the office or through your teacher in class the following week.

Pandemic clause

In the event of the state or federal government forcing the closure of the swim centre (for example Covid-19), or restrictions dictate a change to allowable class size (i.e., square meter rule) and we have to reduce numbers, any lessons cancelled will be issued a makeup swim date when we are allowed to reopen/resume operations. If you are unable to attend the provided make-up swim date, whilst you are still enrolled you will have 6 months to use your make-up swim at Waterbabies. These swims will not be refunded or credited.

Force majeure events

Oceanic Waterbabies are not liable for, nor will refund lessons against any force majeure event.

- **Make up swim policy**

We recognise the importance of continuity for your child's swimming and where possible will offer make up swims for missed swims when absence has been communicated to the office, prior to your scheduled class. Make ups swims are subject to availability and booked make up swims not attended will not be re offered. Conditions apply and make up swims offered must be taken in the current term and cannot be refunded, credited, deferred or transferred to another child.

- **Photography /Video**

Photographing *your own child* above water during a Waterbabies class is permitted, however, we ask that you be mindful, courteous and observant of others and their children. If you are asked to stop filming we ask that you comply, our teachers have the last word in all respects. No photography is allowed in the changing rooms.

Videeing during a Waterbabies class is prohibited other than specified dates (Playday), notification of dates will be given to clients. Under no circumstances, at any time, are underwater cameras or recording equipment of any description allowed to be used during any of our activities. **No live streaming is allowed anywhere during, before or after lessons.** Oceanic Waterbabies is not liable for the actions of third parties or any liability arising from a breach of these terms and conditions.

- **Copyright in photographs & video; Right to use by Oceanic Waterbabies:** Any photographs/video taken by Oceanic Waterbabies during class may be used for training, promotion or other purposes.

- **Program replication**

No part of our lessons, logos, photography or videos may be reproduced in any form.

No part of our Waterbabies® Training or Teaching program material or intellectual property may be reproduced in any form.

- **Health and Pool Regulations**

- You, your spouse/partner, child or caregiver of any children you bring to the venue, either to attend lessons, seminars or to observe is done so entirely at your own risk and Oceanic Waterbabies is not liable for any personal injury or death whilst attending our venues.
 - Medical conditions for you, your spouse/partner, child or caregiver of any children you bring to the venue, (existing, new or changing) need to be declared. If you are unsure in this regard, you must seek advice from your health care professional. All information is handled confidentially.
 - Any children under 5years brought to the venue must be supervised at all times by a caregiver over the age of 16.
 - Oceanic Waterbabies reserve the right to restrict enrolment or to ask anyone to leave the pool or pool area at any time based on health and safety policies or any behaviour deemed unreasonable.
 - All property and valuables left in the venues, change areas or outside, is left at your own risk and we do not accept any responsibility or liability for the loss or damage to personal possessions.
 - Children's bathers must be approved by Oceanic Waterbabies and be firmly elasticated around the legs and waist. Swimming will not be permitted in nappies, loose fitting or unapproved bathers. Approved "*Baby Grow Bathers*" are part of our starter kit and are also available through our office.
 - Please tie long hair up, remove excess jewellery and take out hair clips. (parent and child's hair).
 - In the interests of a cleaner pool, please do not wear hair gel, body lotions and makeup in the pool.
 - All adults and children must rinse shower, including hair before entering the pool.
 - No food or drinks to be consumed anywhere on the premises, including pool area and change rooms.
 - **No glass allowed** (including baby feeding bottles).
 - Nappies must be taken home with you and not placed in any bins inside or outside at the venue.
 - Band-Aids must be removed before swimming. Only secure waterproof dressings can be worn.
 - Due to venue space restrictions, prams are not to be brought into the venue unless approved by management.
- **Swimming is prohibited if you are unwell and include:**
 - Colds/ coughs/ flu/ viral or bacterial infections, hand foot and mouth, Streptococci
 - Urinary tract infection, bodily discharge
 - Conjunctivitis, ear infections
 - Symptoms of gastroenteritis, vomiting / diarrhoea must be clear for at least 48- 72 hours
 - Open cuts, wounds, ringworm, tinea, plantar warts
 - Oceanic Waterbabies reserves the right to request a doctor's clearance for the above stated or any other ailment or injury deemed of concern.