



11 Mitchell Street,  
Norah Head NSW 2263  
Phone: 02 4397 1282

[info@norahheadswimschool.com](mailto:info@norahheadswimschool.com)  
[www.norahheadswimschool.com](http://www.norahheadswimschool.com)

## TERMS & CONDITIONS

### 1.0 Enrolment & Payment

Norah Head Swim School offers perpetual enrolments which ensures that your booking is reserved. This means your booking runs continuously throughout the year including school holidays. Bookings are not made on public holidays (if your lessons are booked on that holiday) and during our annual shutdown period which is normally 3 weeks over Christmas.

Enrolments into the program can be made at any time throughout the year. Upon making a booking, you are required to pay the fees for the first month (or part month) of lessons and create a login to the Norah Head Swim School Customer Portal. A link to Payrix Australia will be sent to you by reception, whereupon bank details must be entered for direct debit purposes.

Subsequent fees must be paid via direct debit and will be debited monthly. Your nominated bank account or credit card will be debited on the 1st business day of the month for that month. Eg. you will be direct debited on the 1st business day of July for your July fees.

Your booking will continue each month until written notification is given for the cancellation of lessons (see Cancelling a Booking). Bookings can only be made within one week of the desired start date. Direct debit is our preferred form of payment method accepted. Upon making a booking you are required to pay the fees for the first month (or part month) of lessons. Only the first initial payment can be made using cash or EFTPOS. All future fees are to be paid by Direct Debit.

If full payment has not been made within 1 week after the commencement of the first class for such a booking, then Norah Head Swim School may cancel your booking after giving you prior notice whether by email, phone or text that such payment is required. Once you enter your nominated bank details you agree that you are obliged to pay Norah Head Swim School the current pricing amount for any such booking(s) without any set off or deduction and that Norah Head Swim School is entitled to charge this fee to your nominated bank account, credit or debit card for such past due fees without further notice. Subsequent monthly fees are direct debited on the **1st business day of each month** from your nominated bank account, credit, or debit card.

### 2.0 What happens if your payment is late or fails?

In certain instances, such as insufficient funds, lost or stolen card, incorrect expiry date, your direct debit may reject. Norah Head Swim School has the right to charge a \$10 rejection fee to cover our administrative costs in relation to this rejection. We generally will not charge a rejection fee, however, management has the right to charge the fee at its discretion e.g. repeat offenders.



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### **3.0 Missed Lessons**

We understand that you cannot always attend your scheduled lessons, therefore we offer make up lessons.

The conditions for make-up lessons are outlined below:

- The centre must be notified of the absence before the lesson begins. This must be via the parent portal or by calling the centre. We are unable to offer Instagram or Facebook for notifying us of an absence.
- Make-up lessons expire after 180 days.
- Make-up lessons can only be booked within 7 days from the date of the request.
- Make up lessons are subject to availability and the same instructor cannot be guaranteed.
- If your perpetual booking is cancelled, any unused make-up lessons will be forfeited.
- There will be no refund or credit given for missed or unused make-up lessons. If an injury or illness arises, eg. broken bone(s) or hospitalisation, that prevents a student from swimming for an extended period you may elect to utilise makeup lessons as an alternative to cancelling your booking.

### **4.0 Withdrawal from lessons**

Should you decide to cease your lessons with Norah Head Swim School you must provide 2-weeks' notice of the withdrawal from lessons via email to the centre's email address [info@norahheadswimschool.com](mailto:info@norahheadswimschool.com). The email should include the students name, last lesson to attend and the reason for withdrawal. Fees owing must be paid for prior to the student's last lesson. Withdrawal from lessons with no notification will not be eligible for refund or credit of any fees.

### **5.0 Family discounts**

We offer a discounted rate on the enrolment of third and subsequent children from the same family unit. The amount of the discount is provided if:

- we can link the family member/s to the responsible person/bill payer
- the responsible person/bill payer agrees to pay for the fees/s from the same account

### **6.0 Your agreement with Norah Head Swim School**

You have an agreement with us when you have made a booking which includes accepting our terms and conditions and/or commenced using our facilities (whichever is the earlier). If these terms and conditions or your agreement differ from anything you are told at the centre or over the phone, these terms and your agreement will apply, unless written confirmation is received by email from a Norah Head Swim School employee using a Norah Head Swim School email.



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### **8.0 Understanding our rights**

If we do not enforce our agreement rights at any time, it does not mean we have waived those rights, no matter how long we wait.

### **9.0 Promising you are in good health**

On the day you make a booking/accept our terms and conditions and each time you use our centres, you promise us that you or the children that you are responsible for who are using our facilities are in good physical condition and that you do not know of any medical or other reason why you or they cannot or should not attend lessons at our centre.

### **10.0 Seeking expert advice**

Our staff and contractors are not medically trained. They are not qualified to assess if you and/or your children are in good physical condition and can exercise without risking your/their health, safety or comfort. If you have any doubts, we strongly urge you to seek expert advice before starting a swimming program.

### **11.0 Losing your centre access**

If you do not fully pay your fees on the due date, we have the right to suspend your access to the swim centre until your payments are up to date and you have given us your new and/or revised account details (if applicable).

### **12.0 Paying your outstanding debts**

We will continue to debit your nominated account without notice, until we have received the total amount you owe us. We will make a reasonable effort to let you know beforehand by:

- phoning you or speaking to you at the centre
- writing to the email address you last gave us

For bookings attached to your billing account, you must make sure that the payment method you choose continues for the length of your agreement. This includes third-party accounts. If the details you give us fail, you are liable for all resulting fees. You should update your details as soon as practicable. If you default in payment of your fees, we may send your outstanding debt to a third-party debt collection agency to collect your outstanding fees. If this debt is sent to a third-party further fees and charges may be payable.



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### **13.0 Staying up to date with our terms**

We may sometimes add to, change, or remove our terms and conditions. This includes changing opening and closing hours, services and facilities and fees. Sometimes, we may also close for refurbishment to improve our facilities. We do not reduce your fees because your centre is closed for renovations provided it does not affect your use of the facilities. We reduce the direct debit charge if your scheduled lesson falls on a public holiday and we are closed on that day or if we are closed for a holiday shutdown or an extended shutdown caused by maintenance repairs.

The most up-to-date terms and conditions always apply. You can find these on our website at [www.norahheadswimschool.com](http://www.norahheadswimschool.com)

### **14.0 Being notified about changes**

We will give you at least 7 days' notice of any material changes that will impact you, including price rises, for instance by:

- publishing them in our newsletter or on our website
- placing a notice at the centre
- phoning you or writing to the email address you last gave us

If we suspend operations or services, temporarily or permanently, we may send you a written notice offering you a pause on your booking/s with no fees to be charged

### **15.0 Cancelling your booking**

If we do not fulfil our obligations to you, you are entitled to cancel your bookings. Unless the law states otherwise, you won't have any other claim against us if this happens other than recovery of fees for lessons that you have already paid for and we have not provided to you. In respect of any other liability to you, whether arising out of tort, contract or otherwise, this liability is limited to the greater of the amount of money that we have received from you for services which we have not been provided to you, the total amount you have paid us over the past 12 months or \$1000.

### **16.0 Telling us about your health risks**

If you believe any lessons or activities might risk the swimmer's health, you must tell us this in writing with full details. You must also tell us if the medical condition changes after the booking commence.

We may choose to refuse your bookings until:

- your doctor agrees in writing that the swimmer is fit to exercise
- you show us proof that you have received medical advice on an appropriate exercise program



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### **17.0 Managing infections and illnesses**

You must not use our facilities if:

- you have an infection, contagious illness or material physical ailment, such as an open cut or sore or there is any other material risk, to other members and guests
- In this instance you will be entitled to a make up in accordance with our make-up policy.

### **18.0 Cancelling if changes to terms and conditions adversely affect you**

We reserve the right to change or add to these terms and conditions. If by making such changes you are adversely affected, you may cancel your booking/s by providing reasonable written notice to us including a valid reason.

### **19.0 Respecting our equipment**

You are responsible for using our facilities and equipment correctly. If you are not sure how to operate any equipment, please ask our staff before you use it. Note that you will be responsible for any damage that you or your guests cause through a wilful act or negligence. Note also that you must not use a camera in our centres without written permission.

### **20.0 For your safety**

You must always follow instruction from the staff at the centre. This includes but is not limited to instructions relating to safety, supervision of children and adherence to pool deck procedures. Signage displayed in the centre must always be followed. All children under 10 years old must be under active supervision of a person 16 years or older.

### **21.0 Keeping your belongings safe**

Unfortunately, thefts do happen. We cannot accept responsibility for any loss or damage to your belongings while you are at the centre. We may give lost property to charity or others at the end of each month.

### **22.0 Wearing suitable clothes**

All swimmers and guests must wear suitable clothing. We do not allow clothes with offensive images or inappropriate advertising.

All children under 3 years of age must wear a firmly fitting swimming nappy (available for purchase at the centre) in addition to any disposable nappies worn underneath.



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### **23.0 Parking**

You park outside our premises at your own risk. We are not liable for any loss or damage to your vehicle or its contents.

### **24.0 Being refused entry or receiving a warning**

We can refuse entry to anyone if they act unreasonably. We may also warn you that you risk having your booking cancelled. If you continue to behave in the same way, we may cancel your bookings immediately.

### **25.0 Facing instant cancellation**

We can cancel your bookings without warning if you behave in a way that is risky or seriously inappropriate to our staff, other customers and/or our property, such as:

- threatening or harassing others including our staff, customers and/or suppliers whether at the centre and/or on social media
- damaging equipment

### **26.0 Meeting your responsibilities**

Your responsibilities, including payment of fees, do not depend on how often you attend lessons. You must tell us about anything that affects your bookings, and any changes to your contact and bank details.

### **27.0 Hygiene**

To keep the pool water as clean as possible, all children who are not completely toilet trained MUST wear a firmly fitting swimming nappy (available for purchase at the centre) in addition to any disposable nappies worn underneath. Parents/guardians are to encourage children to use the toilet before entering the pool. If your child defecates in the water, the pool will have to be closed immediately for cleaning and you will be charged a \$650 cleaning and closure fee.

### **28.0 Understanding our privacy policy**

During and after termination of your membership, we will have access to personal information about you. We will only use, disclose, or deal with your information in line with our privacy policy.

### **29.0 NSW Law**

Your agreement is subject to laws of the State of New South Wales. If a court decides that any section of your agreement is invalid or unenforceable, that section will be deleted from the agreement. The other sections will remain valid and enforceable. If you would like to discuss any of the above in more detail, please talk to one of our reception team or our Centre Manager.