

# MALC Learn2Swim - Terms and Conditions

## General Conditions

1. The MALC is an endorsed Watch Around Water facility. Parents need to remain in the centre while their child is participating in swimming lessons unless the child is 10 years of age or over. Parents/guardians acknowledge that unaccompanied children over 9 years are subject to normal centre policy and are free to leave the facility of their own accord. In addition, children under 5 years who swim prior to or after their lesson, must be accompanied in the water by a person over 16 years of age and wear a yellow wristband at all times.
2. All patrons must abide by the Centre's Conditions of Entry, furthermore, Swim School Instructors, Duty Supervisor and MALC Management reserve the right to remove any student from a class for failing to comply with the Centre rules, or for conduct deemed improper, dangerous or disruptive to other students, or detrimental to the best interests of the Centre.
3. Students or their parent/guardians must ensure that their contact details (including emergency contact details) are updated as they change from time to time. This can be completed in Centre or via the customer web portal.
4. While enrolled in the program, a student will receive one standard lesson per week as well as access to the leisure and lap pools before and after their lesson, and on non-lesson days. If the student is under 5, an accompanying parent/guardian over 16 will receive leisure and lap pool free entry when they accompany the student.
5. Children should not attend swimming lessons if they are suffering from any contagious condition or are unwell *e.g. conjunctivitis, rubella, Flu, covid, fever, head cold, running nose, sore throats or cold sore, vomiting, diarrhoea, ring worm, head lice or urinary tract infection*.
6. Students who normally wear a nappy/are not toilet trained must wear an industry recommended aqua nappy. Aqua nappies are available to purchase at reception, and are to be put on immediately prior to entry into the water. Please note, standard nappies must not be worn in the water.
7. A MALC Card or Key Tag will be issued at the first enrolment. Students must show their membership card every time they enter/access the Centre for their class and/or free swim. Where a student loses their card, it is the responsibility of that student/parent to advise the Centre immediately and pay the current fee for a replacement card/key tag.
8. A 50% minimum number of enrolments is required for a class/es to proceed. You will be offered an alternate class if the class you have enrolled in does not meet this requirement.
9. Swim School staff assess students on an ongoing basis and will recommend progression between levels as needed. This will usually require a change in course enrolment which can be done immediately based on class availability.
10. A certificate will be presented upon **successful** completion of a Stage/Level only, participation certificates are not provided.
11. Murray Aquatic & Leisure Centre instructors are subject to availability and may change without notice. Should parents choose to cancel their lessons based on an instructor, normal cancellation process is applicable.
12. Classes are not held on Public Holidays. If your lesson falls on a public holiday you will not be charged, however students can continue to access the leisure and lap pools for the lesson week (as per point 4).
13. Up to two replacement lessons can be provided 'each term' for scheduled missed lessons dependant on availability. A *Replacement Lesson Request* form (only available online – [themalc.com.au](http://themalc.com.au)) must be completed 24 hours prior to a missed lesson and/or accompanied with a medical certificate and not to be taken in last week of term. Swim School staff contact applicants if there is an appropriate replacement lesson space available (this may take up to 5 business days). Replacement lessons must be undertaken within 14 days of the missed lesson and are not transferable/redeemable for credit.

## Perpetual/Direct Debit Customers

14. Perpetual/Direct debit customer enrolments run continuously throughout the year, (excluding school holidays) and by enrolling and paying via direct debit, you are agreeing to participate in swimming lessons at the Murray Aquatic & Leisure Centre until the Responsible Person (*Participant or parent/Guardian if under 18 years*) cancels the agreement (as per point 16).
15. Perpetual/Direct Debit customers are not required to re-enrol each term as their place is held until lessons are cancelled or they change class they progress.
16. Perpetual/Direct Debit customers can cancel lessons by completing an online cancellation request form from our [themalc.com.au](http://themalc.com.au). A 14-day cancellation notice payment (per child) is required and will be deducted as a direct debit payment. Children can/should attend lessons during the notice period and can continue using the Centre for out of lesson swimming.
17. MALC or their financial institution, may charge a rejection fee if a direct debit payment is rejected/not paid by your financial institution. Customers will be notified in person and/or text message and/or email regarding any outstanding fees.
18. All outstanding fees must be paid in full prior to the commencement of the next lesson.
19. All payments are non-refundable and/ or non-transferable.
20. Ongoing direct debit payment days are Mondays. Customers can amend their payment week if required, however a change in weeks will require the first fortnights fees of the new direct debit cycle paid in advance.

## Upfront/Term Paying Customers

21. Payment for upfront lessons must be paid at the time of enrolment to secure a place.
22. No refunds or credits will be issued for unused lessons, and students must enrol for the full term.
23. Students who are enrolled in the current terms program will be placed on hold during re-enrolment week for the forthcoming term. Payment must be made prior to term payment date sent via text message and/or email communication. Failure to do so will result in potentially losing your place in a specific class.
24. If a customer wishes to cancel in term, an online cancellation form must be completed via our website - [themalc.com.au](http://themalc.com.au). A Swim school Cancellation fee also applies to all cancelled lessons in a term.

## Behaviour

25. Swim School Staff manage child behaviour in class in a fair and appropriate manner, MALC classes are organised to ensure that every student can learn and advance in a positive and enjoyable atmosphere, and have the following disciplinary processes-
  - i. Swim School staff will provide one warning to students for disruptive or unsafe behaviour in the lesson.
  - ii. A second warning will result in a child sitting out of the pool and missing a turn.
  - iii. If the behaviour continues your child may be removed from the class immediately, either temporarily, relocated to another class or permanently removed from the program if its deemed the Centre can't adequately cater for the child.