

Learn to Swim and Squad Program Policies, Terms and Conditions

Thank you for choosing the MPAC / BSSA Learn to Swim and Squad Program. We appreciate the trust you place in us to help your child(ren) develop essential life-saving skills while fostering a lifelong love of water, recreation, and fitness.

Please take a moment to read the following **Terms and Conditions** carefully. If you have any questions, our reception team will be happy to assist.

1. Parental / Guardian Consent

Parents/ Guardians of participants acknowledge and agree to the following:

- 1.1. That they are the lawful parent or guardian of the participant.
 - 1.2. Authorise MPAC instructors to teach, instruct, supervise, and physically assist the participant in relation to swim instruction and water safety.
 - 1.3. Understand that swimming instruction may involve **physical guidance** to support skill development and ensure safety.
 - 1.4. Participants must arrive on time and be collected promptly after lessons.
 - 1.5. Participants **must not be left unattended**. Use of the facility is subject to the Conditions of Entry and Pool Rules. MPAC reserves the right to refuse entry for breaches of these terms or for health, safety, or property reasons.
 - 1.6. Accept the inherent risks of swimming and aquatic activities.
 - 1.7. All participants and guardians agree to follow the MPAC Conditions of Entry and Pool Rules.
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2. Cancellations Due to Facility Closures

- 2.1. Programs run irrespective of most weather conditions. In cases of extreme weather or lightning, the facility may be closed and the pool evacuated for safety. Lessons will resume once deemed safe by MPAC.
 - 2.2. Refunds or credits are not provided for participant-initiated cancellations.
 - 2.3. Lesson cancellations initiated by MPAC will be eligible for a make-up in accordance with Section 4.
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3. Bookings and Payment

- 3.1. Full payment is required prior to the commencement of lessons.
 - 3.2. Upfront fees are charged **pro-rata monthly** and must be paid in advance. Payments can be made at reception.
 - 3.3. Perpetual Direct Debit Program: payment for two classes will be debited from your nominated account fortnightly. Bookings remain active all year unless cancelled as per the Perpetual Direct Debit terms. Direct debit forms are available at reception and must be submitted before your first lesson.
 - 3.4. Unpaid bookings may be cancelled.
 - 3.5. All payments are **non-refundable**.
 - 3.6. For upfront payments, cancellations must be communicated to reception **before the 1st of the month** to avoid fees.
 - 3.7. Holiday programs must be paid in full upon booking and are not included in the Perpetual Direct Debit program.
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4. Make-Up Policy

- 4.1. To be eligible for a make-up lesson you must advise MPAC of the participant's absence prior to their class commencing and fees are paid in full.
 - 4.2. Make-up lessons are based on availability and cannot be guaranteed. If you do not attend and fail to advise MPAC, the make-up lesson is forfeited.
 - 4.3. One make-up lesson per month (per booking) may be offered.
 - 4.4. Make-up lessons must be taken within **four weeks** of the absence and can only be arranged via reception.
 - 4.5. Make-up lessons may not necessarily be with the original instructor.
 - 4.6. Make-up lessons can only be booked **after** the date of absence.
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5. Medical Information Declaration

Parents/ Guardians of participants acknowledge the following:

- 5.1. All medical information provided is accurate and current.
 - 5.2. All relevant medical conditions have been disclosed to MPAC.
 - 5.3. Changes to medical information will be communicated promptly to MPAC.
 - 5.4. Failure to disclose relevant medical information may increase the risk of injury and MPAC is **not liable** for incidents arising from undisclosed medical conditions.
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6. Privacy and Photography

- 6.1. MPAC collects personal and financial information for enrolment purposes and will only use this information as set out in these Terms and Conditions.
 - 6.2. MPAC will not collect personal information without consent. Failure to provide required information may limit our ability to provide services.
 - 6.3. Information may be used to contact you regarding enrolment. By enrolling, you consent to this use.
 - 6.4. Personal information will **not** be used for other purposes without consent, except where required by law or to protect health, safety, or property.
 - 6.5. Photography and filming at MPAC are strictly controlled:
 - a) Images may be taken for promotional purposes only with prior consent from MPAC staff, patrons and guardians of children appearing in the media.
 - b) Cameras and phones are prohibited in change rooms.
 - c) Posting images or video of MPAC staff, patrons, or children without consent is prohibited.
 - d) Guardians may record their own child's achievements appropriately, provided no other individuals are filmed.
 - 6.6. MPAC is committed to child safety. Any suspected inappropriate photography or filming will result in immediate intervention, deletion of footage, potential refusal of entry, and authorities being notified.
 - 6.7. Patrons who suspect breaches of these rules should report to MPAC staff immediately. All reports will be taken seriously.
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