



## CONDITIONS AND POLICIES

### ACCEPTANCE OF THIS POLICY IS ACKNOWLEDGED ON RECEIPT OF THE SIGNING BY EITHER/ONE PARENT/GUARDIAN

**EDGE AQUATICS is a nut free centre - please refrain from bringing and/ or consuming any products that contain nuts or nut products. The centre has several children who have life threatening allergies attending.**

**Fees**  
Term payments are to be **paid in full by the second week of term**. An **\$8 per week** administration fee will be charged to families who have not taken up a payment plan by week 2 of a term or paid fees in full by the end of the second week of term. These are backdated to the start of the term **per child**.  
Late fees not finalised by the end of the term (unless agreed to in writing) shall be forwarded to a debt collection agency with all charges paid by the Adult named on the enrolment form.

**Enrolment Deposit / Payment of Fees**  
A deposit of \$50 per enrolled student must be paid when booking or re-booking for the next term of lessons.  
Deposits that are not paid in full prior to beginning of the new Term will require the \$50 deposit for each enrolment **plus** the first two weeks of term, paid at the time of booking.  
Please note that term fees will be higher if paid off during the term. Fees must remain in credit. **Students will be denied access to the class if in arrears.**

**Annual Fees Discount**  
Our families are offered a discount if fees are paid annually (calendar year only). A deposit of \$80 is required Term 4 of the previous year and the balance is due by 7<sup>th</sup> March in the year of attendance. Annual fees are calculated yearly and advertised during Term 4. Families paying Annual Fees are required to sign a separate acceptance of conditions and policies for Annual Fees on paying the deposit for this discount. **No further discounts apply.**

**Defence Family Discount**  
We offer all Defence families a flat discounted rate of \$16 per lesson per child. **No further discounts apply.**

**Direct Debit Discount**  
Fees are discounted if full term fees are paid on **booking in** for a term by the advertised due date. Save \$10 per child. Full payment must be made **via direct debit only** (i.e. payment must reach our bank account before due date). Payments received after due date will not be processed with discount, and full fees will apply. This discount **excludes** Annual Family fees, and Defence Family discount.

**Payment Plans**  
EDGE Aquatics have available payment plans which enable all enrolments to be paid by half way through the term. **Each plan incurs a \$20 surcharge.** Please be advised that even if your child/children are unable to attend any lessons, these lessons are still due and payable through the plan. **Please note that should payment not be made as per the plan, the students will be denied access to the class if in arrears.**

**Missed Lessons**  
Students who miss a class will accrue family credits. Enrolments must be current to be able to use the credits.  
Credits are for use in the following ways;

- **FUN SUNDAY** from 10:30am-1pm. Families who do not have any credits for lessons will be welcome to attend at a base rate of \$10/family (up to 8 persons from immediate family).
- **AQUA FITNESS** - credits can be used for a maximum of 2 sessions per term
- **LAP SWIMMING** - credits can be used for a maximum of 4 sessions per term
- **SPLASH TIME** – credits can be used for a maximum of 2 sessions per term
- **ATTENDANCE AT ANY EDGE EVENT MUST BE SIGNED IN AND OUT, BY SUPERVISING ADULT**



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### **Cancellation/Withdrawal policy**

Any family who has booked a class/term with EDGE Aquatics and subsequently cancels or withdraws within 2 weeks of commencement, or during a term, will be subject to an administration fee of \$70 per child.

This will be additional to all fees up to and including the week that EDGE Aquatics were advised of the cancellation/withdrawal. A place that has been held may not necessarily be able to be re-sold thus the inclusion of cancellation fees to cover the centre costs.

### **Refunds and Credits**

There will be **NO REFUNDS OR CREDITS** given, except at the **discretion** of management in extreme circumstances that will be determined on a case by case decision (full disclosure from a certified medical practitioner may be required). Should EDGE Management choose to give a family credit, it must be used in the next or following term. All requests must be in writing addressed to Management. Any decision by management is final and outstanding fees will be dealt with via a debt collector at clients' expense.

### **Lessons**

All classes run for a 30 minute duration (Optimum 4-5 per class). Junior squads: 45 mins, Squads: 1 hour.

Victorian School terms apply. For the 4<sup>th</sup> term in any year Edge will operate for a 10 week period only.

### **Swim Caps & Goggles**

This is a recommendation only, not mandatory.

Goggles are available to purchase at reception.

### **Parents/Carers**

Please ensure that students arrive for classes 10 minutes prior to start time. We recommend children with long/ mid length hair will need to have their hair restrained/pulled back prior to entering water.

Students under the age of 12 must not be left unsupervised at any time. ALL relevant medical conditions are to be disclosed at enrolment and updated when necessary.

### **Pool Etiquette**

**NO child should be allowed into the water until their scheduled class is ready to begin. Teachers WILL enforce this, to minimise distractions to children undertaking classes and for the safety of all.**

All patrons are to demonstrate good natured behaviour and tolerance towards others including staff. Showers are to be strictly supervised by a parent on pool deck- excessive use of water is frowned upon.

### **Food on Pool Deck**

The centre requests that **NO FOOD** or drink (other than water) be consumed during the sessions **ON POOL DECK** by **spectators or swimmers**. We do not wish to embarrass families but you will be asked to vacate the pool deck should staff witness food consumption.

### **Bullying and Harassment towards EDGE Staff and other Patrons:**

Any bullying or harassment towards staff or other patrons in the centre will not be tolerated and may result in patrons being asked to leave the centre with no refund of fees. We are a family centre with the expectation of civil conduct, consideration and respect towards all staff and patrons. See Complaint Policy.

### **Complaints:**

EDGE Aquatics has a Complaints Policy. For any enquiries please see the receptionist.



## **1. Default and Consequences of Default**

- 1.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at EDGE Aquatics' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 1.2 If the Client owes EDGE Aquatics any money the Client shall indemnify EDGE Aquatics from and against all costs and disbursements incurred by EDGE Aquatics in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, EDGE Aquatics' contract default fee, and bank dishonour fees).
- 1.3 Without prejudice to any other remedies EDGE Aquatics may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions EDGE Aquatics may suspend or terminate the supply of Services to the Client. EDGE Aquatics will not be liable to the Client for any loss or damage the Client suffers because EDGE Aquatics has exercised its rights under this clause.
- 1.4 Without prejudice to EDGE Aquatics' other remedies at law EDGE Aquatics shall be entitled to cancel all or any part of any subscription of the Client which remains unfulfilled and all amounts owing to EDGE Aquatics shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to EDGE Aquatics becomes overdue, or in EDGE Aquatics' opinion the Client will be unable to make a payment when it falls due;
  - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

## **2. Privacy Act 1988**

- 2.1 The Client warrants that all information provided to Edge Aquatics regarding the Debtor (including but not limited to, any individual, company or other entity) has been collected in accordance with the principles contained in the Privacy Act 1988 and that prior consent from the Debtor was obtained for the use or disclosure of that information in any way deemed necessary by Edge Aquatics for the purpose of collecting the Debt from the Debtor or for the purpose of credit referencing and/or reporting.
- 2.2 Notwithstanding clause 2.1 where a default has been recorded against any Debtor submitted for collection and the Client subsequently confirms an error on their part that negates the default, the Client shall be liable for all costs incurred by Edge Aquatics in removing the default recorded from any Credit Reporting Agency records.
- 2.3 The Client authorises Edge Aquatics, as agents, distributors business partners or any other third party to use the Client's information for the purpose of marketing products and services to the Client.
- 2.4 The Client agrees for Edge Aquatics to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name address, D.O.B., occupation, previous credit applications, credit history) about the Client in relation to credit provided by Edge Aquatics.
- 2.5 The Client agrees that Edge Aquatics may exchange information about the Client with those credit providers and with related body corporates for the following purposes
- (a) to assess an application by the Client, and/or
  - (b) to notify other credit providers of a default by the Client and/or
  - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers, and/or
  - (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.



- 2.6 The Client consents to Edge Aquatics being given a consumer credit report to collect overdue payment on commercial credit.
- 2.7 The Client agrees that personal credit information provided may be used and retained by Edge Aquatics for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Works, and/or
  - (b) analysing, verifying, and/or checking the Client's credit, payment and/or status in relation to the provision of Works, and/or
  - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client, and/or
  - (d) enabling the collection of amounts outstanding in relation to the Works.
- 2.8 Edge Aquatics may give information about the Client to CRB for the following purposes:
- (a) to obtain a consumer credit report;
  - (b) allow the CRB to create or maintain a credit information like about the Client including credit history.
- 2.9 The information given to the CRB may include:
- (a) personal information as outlined in 2.2 above
  - (b) name of the credit provider and that Edge Aquatics is a current credit provider to the Client
  - (c) whether the credit provider is a licensee;
  - (d) type of consumer credit;
  - (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
  - (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and Edge Aquatics has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
  - (g) information that, in the opinion of Edge Aquatics, the Client has committed a serious credit infringement.
- 2.10 The Client shall have the right to request (by e-mail) from Edge Aquatics a copy of the information about the Client retained by Edge Aquatics and the right to request that Edge Aquatics correct any uncorrected information.
- 2.11 Edge Aquatics will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
- 2.12 The Client can make a privacy complaint by contacting Edge Aquatics via e-mail. Edge Aquatics will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au).