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## 1. Getting Started

### 1.1 Finding the right class

Enrolment in Infant levels is based on age. Enrolment in Preschool and School levels is based on self-assessment of ability. Progression is determined by skill development.

	Level	Age	Parent In water	Class ratio
<b>Infant</b>	Starfish	6-12months	Yes	8:1
	Periwinkle	1-2 years	Yes	8:1
	Minnow	2-3 years	Yes	8:1
<b>Preschool</b>	Tadpole	3-5 years	No	5:1
	Goldfish	3-5 years	No	5:1
	Flying Fish	3-5 years	No	5:1
<b>School</b>	Octopus	5+ years	No	5:1
	Sardine	5+ years	No	6:1
	Salmon	5+ years	No	6:1
	Tuna	5+ years	No	6:1
	Dolphin	5+ years	No	7:1
	Shark	5+ years	No	7:1

Once you have determined which class is suitable for your child, please contact customer service to see the day and time classes are available, send through an enquiry or talk to our friendly customer service staff.

### 1.2 Health information to know

Help us keep our facility clean and healthy by not attending if you or your child:

- have an infection, contagious illness or physical ailment, such as an open cut or sore
- have had diarrhoea or “gastro” symptoms
- a rash that is contagious or undiagnosed
- have head lice
- there is any other risk, however small, to other members and guests

Infants are required to wear aqua nappies or appropriate bathers that are tight fitting around the thighs. Standard nappies are not permitted in the pool. Aqua nappies and bathers are available for purchase at reception.

### 1.3 Signing up

You have an agreement with us when you have completed and signed the agreement (Direct Debit Request [DDR] Service Agreement or Term Agreement), and we have accepted it. 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 from a YMCA Victoria employee. The full terms and conditions can be viewed on this website or in a centre handbook.

### **Paying**

On enrolling you will be asked to pay for the fees due from the start date of your enrolment until the first debit date, called a pro rata. Payment is made in advance for the fortnight ahead.

There is also a Start-up fee of \$25.00, which must be paid at the time of your booking, with the pro rata payment.

## **1.4 Changing your mind**

### **Using your 7-day cooling off period**

You can cancel your agreement during your 7-day cooling off period. You have seven days from the date you sign your initial agreement. To cancel your membership, please see 4.1.

We will then cancel your agreement and refund all payments less any program fees for classes taken.

## **2. Frequently asked questions**

### **2.1 Does my child receive a membership card?**

Each student is issued with a membership card which must be scanned by customer service at every lesson to gain entry to the pool. This records their attendance in the class and provides out of lesson access.

### **2.2 Can my child use the pools outside of swimming lessons?**

Absolutely. All children become a member and have unlimited access to the pool to practice their newly learnt skills or just have fun in the pool with family and friends. A spectating parent or guardian can accompany a student under the age of 5 at no charge. A spectating parent or guardian can accompany a student between the ages of 6 and 12 years at the spectator fee price of \$3.50.

### **2.3 How will I know that my child is ready to move up?**

All students in our program are continually assessed by the teacher for improvement and readiness for upgrading to the next level. Once they feel that a swimmer is ready, they will notify the teacher in charge for a formal assessment. The supervisor's decision is final and he/she will discuss the outcome with the swimmer/parent either face to face or via an email progress report.

## 2.4 Do lessons occur on public holidays?

There are no lessons held on public holidays. If you miss a lesson due to a public holiday, you can arrange a make-up lesson as per our make-up lesson terms and conditions. Our make-up lesson terms and conditions can be viewed [here](#).

## 2.5 Are there make up lessons for missed lessons?

Public Holidays – generally there are no lessons that fall on public holidays during our season and are not an issue.

If you can provide a Medical certificate for your child's missed lesson, we will book a make-up lesson, where there is availability, which is not guaranteed.

## 2.6 Can my child wear a normal nappy in the water?

Infants are required to wear aqua nappies that are tight fitting around the thighs if they still need to wear a nappy. Standard nappies are not permitted in the pool. Aqua nappies are available for purchase at customer service. Please change your child's aqua nappy away from the pool, and dispose of it in the appropriate bin.

## 2.7 Does my child need goggles?

We don't recommend goggles for beginner levels - Why

There are many benefits for wearing goggles in swimming lessons, you child puts their eyes in the water and becomes more confident with learning new skills. Because of this, it can sometimes feel like a step backwards when you're learning to swim without goggles as it a key water safety skill. If your child was to fall into the water they might not be wearing goggles and may struggle and be unable to help themselves find a way out of the water.

In the more intermediate & advanced levels we recommend wearing goggles – Why

Whether you are starting to swim laps or become a competitively swim, wearing goggles can help to reduce eye irritation while maintaining clear vision. It can also can help with competitive performance and make swimming more fun.

We recommend your child wears goggles, especially during class. Goggles may appear insignificant, but they can make a large difference to a child's learning journey as they progress through swimming lessons. Most children who do not wear goggles close their eyes as they swim. This can lead to them becoming disorientated or preoccupied which makes them unable to focus on their stroke technique. We offer a great range of affordable youth goggles; ask customer service for assistance. Health guidelines recommend goggles are not shared and therefore are not provided on a loan basis.

Goggles are not a compulsory part of our program, however we highly recommend children gaining experience both with and without goggles.

## 2.8 What do we need to bring?

Your membership card, bathers, towel, goggles and also dry clothes to change into after their session. In colder weather, we recommend wearing warm coats & beanies to keep warm after lessons.

## 2.9 What if my child becomes upset during their class?

Please be aware that it is common for children at this age to have difficulty adjusting to swimming lessons, and our teachers are equipped to support them. Most children will settle within a few weeks; however we do encourage parents to bring bathers along during this time, in case your child requires additional support.

## 2.10 Do I have to be in the water with my child?

If your child is under three and/or enrolled into one of our infant classes (Starfish, Periwinkle, Minnow) then a parent or guardian must be in the water for the lesson.

## 2.11 Do I have to watch my child in class?

In swimming lessons, students enrolled in babies and toddlers classes require their parents to be in the water with them. In all other swimming lesson classes, parents are still expected to abide by Watch Around Water policy, with constant supervision of their children under 12. For parents or guardians of children over the age of 12, staff should be able to raise your attention with a hand signal, so you need to remain in their line of sight.

YMCA Aquatic Centres are accredited Watch Around Water facilities.

The Watch Around Water guidelines have been developed by Aquatics & Recreation Victoria and Life Saving Victoria to educate the public about adequate supervision and to encourage parent/guardians to take on this responsibility when visiting a public aquatic facility.

Handover at the end of Class: Our teachers must see a visual handover to the parent/guardian of the child at the end of class so please ensure you are present for this to ensure the safety of your child and the continuous smooth running of our program.

### **Mandatory Policies**

#### 1. Children under 12 years old:

- must be accompanied into the centre by a responsible parent/guardian and must be constantly and actively supervised

The parent/guardian must be positioned to have a clear view of the child with no physical or structural barriers between them and the child/children.

2. Children under 5 years old:

- must be accompanied into the centre by a responsible parent/guardian (over 17 years old)
- must be constantly and actively supervised during recreational play within arm's reach
- supervising parent of a child under 5 is required to wear a yellow Watch Around Water wristband.

3. Children over 12 years old:

- For children 12 years and older, parents must use their knowledge of the child's swimming ability and general development to determine the level of accompaniment required.

20 Seconds is all it takes to drown – Play It Safe By The Water

## 2.12 Can I take photos of my child in their swimming lesson?

The YMCA welcomes the capturing of your magic moments on camera or video, however privacy of others must be respected. The use of cameras and video cameras at this venue is conditional upon the following:

- you must have all relevant individuals consent to use images
- it is illegal to broadcast or publish images without consent
- under no circumstances are cameras, video cameras or mobile phones to be used in change room areas.

## 2.13 What qualifications and checks do our teachers have?

Our teachers hold nationally accredited AUSTSWIM Teacher of Swimming and Water Safety qualifications or ASCTA (Australian Swimming Coaching and Teaching). And in addition to this, all teachers of infant and preschool lessons hold additional specialised qualifications.

All YMCA employees hold nationally accredited current CPR qualifications, a Working with Children Check, and are employed on the basis of a successful Police Check.

## 3. During your enrolment

### 3.1 Payments

#### Paying via direct debit

Direct debit payment is the easiest option and allows for an automatic direct debit from a nominated bank account or credit card on a fortnightly basis. Payment provides access to your program and entitlements as per the terms and conditions for the next fortnight following the debit date.

You can view the 2019 swimming lesson calendar (including direct debit dates) [here](#).

We have a Payment Card Industry Data Security Standard (PCI DSS) compliant payment account record platform. This ensures your credit card details are secure and not accessible through our data.

### 3.2 Direct debits

We will debit your membership fees from your nominated account as set out in your Direct Debit Request Service Agreement.

Please note that:

- debit dates are pre-set for all programs
- if a debit date falls on a public holiday, we will debit your account on the next business day
- credit card debits are live transactions (i.e. they will be honoured or declined immediately our file hits your bank), so it is recommended that the funds are available the night prior to the debit. Bank account debits may take up to five days to be cleared from your account.

For further information please see our Payment Card (credit and debit) Data Security Policy and Privacy Policy [here](#).

#### Meeting your responsibilities

You must make sure:

- your account can accept direct debits (your financial institution can confirm this)
- there is sufficient money in your account on the payment (debit) day (6.00am onwards)
- you tell us if you are transferring or closing your account, at least 3 business days before your next direct debit
- you tell us about any changes to your credit card, such as its expiry date or number, at least three business days before your next direct debit.

Please tell us if you want to change or stop your direct debits. Advising your bank does not change or cease your contract with us if the correct process to inform us has not also been followed.

#### Querying a payment

If you query a payment, we will respond within two business days. If you are not satisfied with our response, we encourage you to place your enquiry in writing to your Centre Manager (Decision Making Policy procedure).



### 3.3 Late or Declined Payments

#### Centre access

If you do not fully pay your fees on the due date, your child access to the centre outside of their swimming lesson will be suspended until your payments are up to date.

We will also charge you a failed payment fee of \$10.00 if your payment isn't honoured by the bank and this is due to your error. This will be debited from your account with the next scheduled payment and you authorise us to do this as per your Direct Debit Request Service Agreement.

#### Failed payment fee

This is incurred due to the additional administrative tasks required when a payment fails. This may include an SMS, email, postal letter and phone calls to correct invalid account details, process a manual payment and ensure the control of outstanding fees to ensure you or your child's participation is not interrupted.

#### Paying your outstanding debts

We will continue to debit your nominated account without notice, until we have received the total amount owed. We will make a reasonable effort to let you know prior to the next debit.

If you find yourself in financial difficulties please speak with a staff member as you may be eligible for our Open Doors program. Information about Open Doors can be found [here](#).

### 3.4 Increase in fees and changes to your agreement

Your YMCA centre may at any time upon sending an email or written correspondence to your last known contact address and giving 30 days' notice increase the agreed amount or make changes to terms and conditions. If you have any queries in relation to any proposed changes please contact your YMCA centre.

#### Authorising us to increase debits

Where we have made a reasonable effort to let you know about a fee increase, you authorise us to increase any debits from your nominated account.

#### Staying up to date with our terms and conditions

At times we are required to add, change or remove our terms and conditions. This includes changing a centre's opening and closing hours, its services and facilities. We may also close centres for refurbishment to improve their facilities. When services continue to operate we do not reduce your membership fees.

The most up-to-date terms and conditions always apply and you can find copies at your local centre, in the most recent handbook, or at [www.kensington.ymca.org.au](http://www.kensington.ymca.org.au)

#### Being notified about changes

We will give you at least 30 days' notice of any changes by either:

- publishing them in our newsletter or on our website
- placing a notice in the centre
- phoning you or writing to the address (post or email) you last provided

If we suspend a centre's operations or services, temporarily or permanently, we may send you a written notice offering you either a:

- transfer to another centre, if available
- complimentary suspension

### 3.5 Suspending your access and payments

Suspensions for the Swimming Lessons program are only available over the summer break and must be done online via the Kensington website.

### 3.6 Updating your information

#### **Payment account details**

If during the course of your membership you need to update your payment account details, please present your credit card or bank account details in person at the centre, or ring the centre to provide your details to be entered to our PCI DSS compliant payment account record platform. Do not send credit card information via post or email. You will not be able to provide details of an account in another person's name.

Please note: credit cards that have expired and reissued with the same card number still require the full card detail to be provided as we cannot update the encrypted data with just an expiry date, the whole card number needs to be resubmitted.

#### **Personal details**

Ensure we always have your current contact details on record by updating these with us either via customer service or an email. Please ensure you receive confirmation that these details have been updated.

### 3.7 Recording your entry at the centre

#### **Student membership card**

On joining, each student receives a membership card. We may also ask to take your photo for your account on our digital membership database. If you visit the centre without a valid membership card or photo identification, we may refuse you entry if we cannot validate your identity.

On entry, your card must be scanned, an entry gate or turnstile, or at customer service. Your centre may also have internal access doors and gates; these do not record your visit but give you access to the area. Swiping the student card will record your attendance in the class for that day.

The card is property of the YMCA and you cannot lend your card or allow anyone else to use it.

If you lose or damage your card, we will replace one card every 12 months for free. We will charge you \$5 for any extra cards.

### 3.8 Who to talk to

If you have any concerns or questions about your child's class or progression please speak with the Teacher in Charge, who is available on request or via an appointment. Please remember, your child's teacher will not be able to speak with you while lessons are running. You can also call and ask to speak with the program coordinator who, if not available at the time, will return your call.

Teacher feedback will be continually provided throughout lessons.

### 3.9 Feedback

#### **We welcome your feedback**

Please contact us via one of the following methods:

#### **In centre**

Our centre staff are always happy to help. Ask at centre reception or call your centre on (03) 9376 1633. If you'd like to speak to your centre manager, let our customer service team know. If no managers are immediately available, the customer service team will ensure the relevant team member contacts you as soon as possible. Feedback forms are also available for completion in centre. We will be in contact with you shortly after that.

#### **Online**

Send us a message by completing our feedback form via our website [www.kensington.ymca.org.au](http://www.kensington.ymca.org.au). You will be contacted by the relevant team member within five business days. We recognise that some enquiries are more complex than others and may require more time to resolve but we will always let you know.

#### **Contacting central customer service**

If you are not satisfied with our response, you may write to YMCA Victoria:

#### **YMCA Victoria**

502/990 Whitehorse Road

Box Hill VIC 3128

[vicoffice@ymca.org.au](mailto:vicoffice@ymca.org.au)

Customer service may refer your complaint to centre management if it has not already had a chance to resolve your enquiry. You will hear from us within five business days about what we plan to do and how long it is likely to take.

You can view our Customer Feedback Policy [here](#).

## 4. Ceasing your membership

### 4.1 Cancelling your membership

This contract shall continue indefinitely until such time as the customer requests cancellation in writing to Kensington Community Recreation Centre. There will be a period of notice of 14 days unless otherwise specified by Kensington Community Recreation Centre between the date of request and the date of actual termination, during which any payments due must still be paid in full; this maybe a pro rata or portion of the full fortnightly debit fee.

**You can ask to cancel your membership by:**

- completing the Cancellation Request form in centre.
- emailing requesting cancellation

#### Confirmation

No claim for cancellation will be recognised without your receipt of cancellation. Please retain a copy of your cancellation request; either the cancellation request form completed at the centre or the confirmation email.

Please consider your enrolment as active until you have received confirmation of your request in writing.

## 5. Centre conditions of entry

You must follow our centre code. Some centres have higher risk areas, such as stadiums, swimming pools, steam rooms and saunas. Please read and follow all signs and information provided that tells you what to do, especially in these areas. If you don't understand something, please ask for help.

### 5.1 Rules of entry

Your membership entitles you to entry at the times and to the areas specific to your membership. This entitlement assumes that you will enter the facility and behave in a way that is not dangerous or inappropriate. We do not accept:

- threatening or harassing behaviour
- intentional damage to equipment
- use of illegal or performance enhancing drugs
- consumption of alcohol
- unauthorised instruction of other members

#### Aquatic areas

In wet areas, such as a swimming pool, sauna, steam room or monsoon shower, please take extra care. Follow all signs and never run, dive or jump. Please supervise children closely according to our Watch Around Water Policy.

You can view our Watch Around Water Policy [here](#).

## 5.2 Children in the centre

### Children under 12 years old:

- must be accompanied into the Centre by a responsible parent or guardian
- must be constantly and actively supervised

The parent or guardian must be positioned to have a clear view of the child with no physical or structural barriers between them and the child / children.

### Children under 5 years old:

- must be accompanied into the Centre by a responsible parent or guardian
- must be constantly and **actively supervised during recreational play within arm's reach**

### Children over 12 years old:

- parents must use their knowledge of the child's swimming ability and general development to determine the level of accompaniment required.

### **20 Seconds is all it takes to drown – Play It Safe By The Water**

For security reasons, children can only wait in the centre if accompanied by an adult.

You can view our Safeguarding Children and Young People Policy [here](#).

## 5.3 Your belongings

### Keeping your belongings safe

We provide lockers you can use while exercising but these are not security lockers. Please keep your membership card with you and do not bring valuables into the centre.

Unfortunately, thefts do happen. We cannot accept responsibility for any loss or damage to your belongings while you are at the centre, even if someone breaks into your locker. If you leave belongings in a locker overnight, we may remove them. We give lost property to charity each month, including unclaimed items from lockers.

### Parking

You park in the centre's car park or on centre premises at your own risk. We are not liable for any loss or damage to your vehicle or its contents.

## 5.4 Evacuation

There will be times that the centre will run mock evacuation drills, these drills are important for staff and patrons to practice in the event that there is a real evacuation required. Please follow the instruction of your Warden, who will be identified by a yellow hard hat. Your child's teacher will ensure they are evacuated safely and reunited with you in the evacuation meeting area.

Please make yourself familiar with the Centre map and the evacuation meeting areas.

Our map can be found at reception.

## 6. Legalities

### 6.1 Responsibilities

Your responsibilities, including payment of membership fees, do not depend on how often you or your child attend their classes. Your contract is based on entitlement to use, not on actual use, so it is your responsibility to advise us if you wish to discontinue.

You must advise us of anything that affects our ability to contact you or collect membership fees, including but not limited to:

- change of contact details
- change to account details provided for debiting

You promise to:

- ask questions if you are unsure of anything
- not take valuables into the centre, even if you plan to put them in a locker
- advise us if you or your child have been unwell or have had an injury
- follow the centre rules of entry

### 6.2 Privacy

#### Understanding our privacy policy

During your membership, we will have access to personal information about you, such as about your health and financial situation. We will only use, disclose or deal with your information in line with our Privacy Policy. You can view our Privacy Policy [here](#).