

Terms and Conditions

The following Terms and Conditions apply to all participants enrolled in the Karratha Leisureplex Swim School. The City of Karratha reserves the right to update, vary or modify these Conditions at any time.

General Information

- 1.1** Enrolment in the Karratha Leisureplex Swim School constitutes acceptance of these Terms and Conditions.
- 1.2** The Karratha Leisureplex reserves the right to amend class times, instructors, lesson locations, program structures and these Terms and Conditions as required for operational, safety, regulatory or service delivery requirements. Reasonable notice will be provided where practicable.
- 1.3** The Karratha Leisureplex will provide reasonable notice of any significant changes to the program or these Terms and Conditions.
- 1.4** All participants and spectators must comply with the Karratha Leisureplex Conditions of Entry and any directions provided by staff.
- 1.5** These Terms and Conditions should be read in conjunction with the Karratha Leisureplex Conditions of Entry, Watch Around Water Policy, City of Karratha Fees and Charges Schedule, Privacy Statement and any other applicable Karratha Leisureplex policies and procedures.

Conditions of Enrolment

- 2.1** The Karratha Leisureplex Swim School operates under a term-based enrolment model.
- 2.2** Enrolments are managed on a term-by-term basis. Before each new term begins, currently enrolled participants will have the opportunity to re-enrol.
- 2.3** Enrolment in a subsequent term does not guarantee progression to a higher-class level. Progression remains subject to assessment outcomes and class availability.

Fees and Payments

- 3.1** The Karratha Leisureplex Swim School fees are payable in full at the time of booking to secure the participant's place for the relevant term.

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3.2 Fees are determined in accordance with the City of Karratha's adopted Fees and Charges Schedule.

3.3 Participants commencing after the start of a term will be charged a pro-rata fee based on the number of remaining scheduled lessons in that term, in accordance with the City of Karratha's adopted Fees and Charges Schedule.

3.4 Enrolment in a term constitutes a commitment for the duration of that term. Once a term has commenced, fees are non-refundable and non-transferable, except as outlined under Clause 8, Refunds and Credits.

Withdrawal of Enrolment

4.1 Participants wishing to withdraw from the Karratha Leisureplex Swim School must notify the Karratha Leisureplex in writing.

4.2 Failure to attend lessons does not constitute withdrawal of enrolment.

Waitlist Management

5.1 Vacancies may be offered as they become available, subject to class availability and operational requirements.

5.2 The Karratha Leisureplex reserves the right to determine the order of placement based on program requirements, class availability, participant suitability and operational capacity.

5.3 Families on the waitlist may be contacted when a suitable place becomes available within the term.

Class Changes and Transfers

6.1 Written requests to change a lesson day, time or class level must be submitted to the Karratha Leisureplex Swim School.

6.2 Class changes and transfers are subject to class availability and assessment of participant suitability.

6.3 The Karratha Leisureplex reserves the right to transfer participants to an alternative class where it is considered necessary for participant safety, participant progression or operational requirements.

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Assessments and Progression

7.1 Participants are assessed throughout the term using the assessment criteria applicable to their enrolled program.

7.2 Progression is based on demonstrated competency, confidence, and readiness to advance, rather than the completion of a swim term.

Refunds and Credits

8.1 Enrolment in a term constitutes a commitment for the full term. Fees are non-refundable and non-transferable, except in accordance with Clause 8.2.

8.2 Refunds, credits or make-up lessons will not be provided for participant absences, including illness, holidays, sporting commitments or other personal reasons. Refunds or credits will only be considered in exceptional circumstances, such as serious illness or injury. Applications must be submitted in writing within 14 calendar days of the participant's withdrawal from the Karratha Leisureplex Swim School or the missed lesson and be supported by appropriate documentation, such as a medical certificate.

8.3 All applications for refunds or credits must be submitted in writing and will be assessed on a case-by-case basis at the discretion of the Karratha Leisureplex.

8.4 The decision of the Karratha Leisureplex regarding refunds and credits under these Terms and Conditions is final for administrative purposes.

Public Holidays and Term Breaks

9.1 Lessons do not operate on public holidays.

9.2 Lessons do not operate during scheduled term breaks.

9.3 Term dates are determined by the Karratha Leisureplex and are published prior to each term.

9.4 Fees are calculated with consideration of public holidays and scheduled term breaks.

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Program Delivery

- 10.1** Class sizes are determined by the Karratha Leisureplex Swim School based on program requirements, participant safety and industry best practice.
- 10.2** Lesson timetables, class sizes and instructor allocations may be amended based on enrolment numbers, staffing availability, or operational requirements.
- 10.3** The Karratha Leisureplex reserves the right to cancel, combine, relocate, or reschedule classes where required for operational, safety or service delivery reasons.

Participant Responsibilities

- 11.1** Participants and parents/guardians are responsible for ensuring enrolment information remains current.
- 11.2** Participants must comply with the Karratha Leisureplex attendance and check-in procedures, including presenting any access card or other approved method of identification upon arrival for each lesson.
- 11.3** Parents or guardians must advise the Karratha Leisureplex Swim School of any relevant medical, behavioural or support requirements.
- 11.4** Disruptive, unsafe, or inappropriate behaviour may result in removal from a lesson or cancellation of enrolment at the discretion of the Karratha Leisureplex.
- 11.5** Parents and guardians remain responsible for the supervision of children before the commencement of lessons and immediately following the conclusion of lessons. In accordance with the Karratha Leisureplex Watch Around Water Policy, children under 10 years of age must be directly supervised by a responsible adult, who must remain within the aquatic area for the duration of the lesson.

Communications

- 12.1** The Karratha Leisureplex may communicate with participants and parents/guardians by email, SMS, telephone or other approved communication methods regarding enrolment, lesson information, participant progression, program updates and operational matters.
- 12.2** Participants and parents/guardians are responsible for ensuring their contact details remain current to receive important communications from the Karratha Leisureplex Swim School.

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Privacy

13.1 Personal information collected by the Karratha Leisureplex will be collected, used, stored and disclosed in accordance with applicable privacy legislation and the City of Karratha's Privacy Policy and related policies.

13.2 Personal information will only be used for purposes reasonably necessary for the administration and delivery of the Karratha Leisureplex Swim School, including enrolment management, lesson administration, participant safety, customer service, communications relating to the program, and other purposes permitted by applicable legislation and City of Karratha policies.

13.3 Personal information may be disclosed to contracted service providers or other organisations engaged by the City of Karratha where reasonably necessary to support the administration and delivery of the Swim School or where required or authorised by law, in accordance with applicable legislation and City of Karratha policies.

13.4 Individuals may request access to or correction of their personal information in accordance with applicable legislation and City of Karratha policies.

13.5 Information about how the City collects, uses, stores and discloses personal information is available in the City of Karratha Privacy Policy and applicable collection notices provided at the time personal information is collected

Australian Consumer Law

14.1 Nothing in these Terms and Conditions excludes, restricts or modifies any consumer guarantee, right or remedy conferred by the Australian Consumer Law or any other applicable legislation that cannot lawfully be excluded, restricted or modified.

14.2 If any provision of these Terms and Conditions is found to be invalid, unlawful or unenforceable, the remaining provisions will continue in full force and effect to the extent permitted by law.