

Terms of Service & Liability Waiver

Issue Date: 1st March 2025

1. Client Acknowledgment

By booking with Alutra, clients agree to these **Terms of Service & Liability Waiver** and acknowledge their understanding of their responsibilities to ensure a safe and productive learning environment. Clients further agree to release Alutra from any liability, as outlined in the waiver section. Alutra reserves the right to update these terms as necessary.

2. Bookings

- **Booking Options**
Alutra offers single appointments, recurring bookings, and packages.
 - **Provider Selection**
Clients may select a specific provider for their service by viewing teacher profiles.
 - **Booking Confirmation**
 - All bookings require the teacher to manually accept or decline requests.
 - Providers confirm bookings within 24 hours of the request.
 - **Minimum Notice**
Bookings must be made at least 12 hours in advance.
 - Cancellations or rescheduling must be done at least 24 hours prior to the scheduled lesson.
 - **Multiple Services**
Multiple services or quantities of the same service can be booked consecutively on the same day.
 - **Booking System**
Alutra uses MarketBox as the booking system. By booking, clients agree to the [Privacy Policy](#) [Terms or Use](#), [Terms of Service](#) of the MarketBox platform.
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3. Rescheduling and Cancellations

- **By Clients**
 - Clients may reschedule or cancel bookings with at least 24 hours' notice. Cancellations made within 24 hours of the scheduled lesson cannot be rescheduled and will be

forfeited.

- **By Providers**

Providers may reschedule or cancel bookings if necessary.

- Alutra will notify clients promptly of any changes and assist in rescheduling.

- **Missed Lessons**

No refunds or credits will be provided for missed lessons unless prior notice is given.

- **Force Majeure**

Alutra is not liable for cancellations or delays caused by events beyond its control, such as natural disasters or other emergencies.

4. Fees and Payments

- **Payment Processing**

Alutra uses Stripe as a third-party payment provider to process payments. By using Alutra's services, clients agree to Stripe's Terms of Service and Privacy Policy.

- **Payment Processing Fees**

Additional fees, such as transaction fees charged by Stripe, may apply and are the responsibility of the client.

- **Currency**

Clients will be charged in their local currency.

- **Late Payments**

Outstanding balances must be cleared prior to booking additional lessons. Failure to settle payments may result in suspension of services.

- **Refund Policy**

No refunds will be issued for unused credits. Credits do not expire and can be used for future bookings.

- **Failed Payments**

Any failed payments due to client-provided errors (e.g., incorrect card details) may incur additional fees for reprocessing.

- **Transparency**

All fees are clearly stated during the booking process, and clients are responsible for reviewing these terms before proceeding.

5. Weather Policy

- **Inclement Weather**
Classes may be rescheduled if weather conditions are unsuitable for swimming (e.g., thunderstorms, heavy rain, or extreme temperatures).
 - **Rescheduling**
If a lesson is cancelled due to weather, Alutra will work with clients to reschedule to a mutually convenient time.
 - **Notification**
Clients will be notified as soon as possible if a class is to be postponed due to weather.
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6. General Safety

- **Client Responsibility**
Clients must ensure the environment is safe for the teacher from the time they enter the property until they exit. This includes removing obstacles, ensuring safe access to the pool, and providing adequate lighting.
 - **Respect for Staff**
Clients, students, and all household members must treat teachers with respect and courtesy at all times. Abusive, disrespectful, or unsafe behavior will not be tolerated and may result in termination of services without refund.
 - **Child Supervision**
A responsible adult must be present during lessons for children under the age of 12. If no guardian is present, the lesson will be terminated and charged to the client.
 - **Teacher Authority**
Teachers reserve the right to stop a lesson if safety standards are not met.
 - **Emergency Protocols**
In case of an emergency, teachers will follow standard safety procedures, including administering first aid if certified and contacting emergency services if required.
 - **Behavior and Conduct**
Students must adhere to appropriate behavior during lessons. Teachers may address disruptive or unsafe behavior and terminate the lesson if necessary.
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7. Health and Hygiene

- **Sick Students**
Students showing symptoms of illness should not attend lessons until fully recovered. Teachers have the right to refuse service to any visibly sick student.
 - **Gastroenteritis and Contagious Illnesses**
Students diagnosed with gastroenteritis or cryptosporidium must refrain from attending lessons for at least two weeks after symptoms have ceased. For other contagious illnesses, clients should follow local healthcare-recommended exclusion periods.
 - **Swim Nappies**
Children under the age of 3, or those who are not fully toilet trained, must wear a Little Toggs Happy Nappy during lessons.
 - **Hygiene Responsibility**
Clients must ensure students arrive clean and ready for lessons.
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8. Pet and Environmental Policies

- **Pet Policy**
Clients must ensure pets are secured and kept out of areas the teacher needs access to, including the pool area.
 - **Hazard-Free Environment**
The pool area must be clear of hazards, including sharp objects, broken tiles, or slippery surfaces. Clients must ensure safe and unobstructed access to the pool area.
 - **Noise and Disruptions**
Clients are encouraged to minimize noise, such as loud music or tools, to maintain focus during lessons.
 - **Access and Privacy**
Private or restricted areas must be communicated to teachers before the lesson.
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9. Pool Safety and Water Quality

- **Inspection**
Prior to each class, the teacher will conduct a pool safety inspection and water quality check.
- **Failure to Meet Standards**
If the pool fails safety or water quality standards, the teacher will attempt to correct the issue on-site. Additional costs for chemicals or equipment will be charged to the client.

- **Pool Temperature**

Clients must ensure the pool is heated to the following temperatures:

- Children under 4: No cooler than 30°C
- Children aged 4 and above: No cooler than 27°C

- **Disclaimer**

Teachers are not responsible for assessing the structural integrity of the pool. Inspections are limited to visible safety checks only.

- **Building Code Compliance**

Clients must ensure that the pool and surrounding area meet local building code standards.

- **Cleanliness**

Clients must ensure the pool and surrounding areas are clean, tidy, and safe for lessons. Alutra reserves the right to test water chemistry for safety.

- **Pool Owner Responsibilities**

Pool owners must ensure that a First Aid Kit is available and that CPR charts are posted near the pool. Pool covers must be removed before the lesson.

10. Media Consent

- **Purpose**

Alutra may record videos or take photos during lessons for tracking student progress, staff training, or marketing purposes.

- **Consent Requirement**

Clients must provide explicit consent for media usage during the booking process.

- **Marketing Use**

With client approval, photos or videos may be used in marketing materials, including on Alutra's website and social media platforms.

- **Privacy**

Media featuring clients or students will only be used with explicit consent.

11. Waiver of Liability

- **Assumption of Risk**

By booking a lesson with Alutra, clients and students acknowledge that swimming and related activities inherently involve certain risks, including but not limited to slips, falls, drowning, or other accidents. Clients and students assume all responsibility and liability for any injuries or accidents that may occur during lessons.

- **Release of Liability**

Clients agree to release, indemnify, and hold harmless Alutra, its employees, agents, and instructors from any and all claims, liabilities, damages, or expenses arising from participation in lessons, including but not limited to personal injury, property damage, or loss.

- **Emergency Medical Treatment**

In the event of an emergency, clients authorize Alutra instructors to seek medical treatment for students as necessary, and agree to cover any costs associated with such medical treatment.

- **Medical Clearance**

Clients and students must ensure that they are in good health and physically able to participate in swimming lessons. Alutra reserves the right to refuse service if there are concerns about the student's health or safety.

Acknowledgment of Terms

By continuing with the booking, clients acknowledge that they have read and understood the Terms of Service outlined above.

Alutra Pty Ltd | alutra.au | 08 7095 9225
