

# INCLUDED SWIMMING LESSONS

-TERMS & CONDITIONS 2026



These Terms & Conditions govern the Included Swimming Lessons program ("the Program") offered by Stride Early Learning ("Stride", "we", "us", "our") in partnership with State Swim. By registering an expression of interest or participating in the Program, you ("the family", "you") agree to these Terms & Conditions.

## DEFINITIONS

In these Terms & Conditions:

**Day** means a single session of care booked for your child under your enrolment, charged at the applicable session fee and being a minimum of 10 hours in duration.

**Recurring Weekly Booking** means the regular, ongoing Days per week booked for your child under your enrolment with Stride. It does not include casual, one-off, or ad hoc bookings.

**Holiday Discount** means the Stride Holiday Discount policy, as updated from time to time.

**Fee discount** means any reduction, rebate, or discount applied to your childcare fees, however described, other than the Child Care Subsidy itself.

**Promotion** means any time-limited or one-off offer, reward, credit, or incentive provided by Stride (for example, the Refer a Friend offer), as distinct from an ongoing fee discount. A Promotion is not a fee discount for the purposes of clause 2.4.

## 1. ABOUT THE PROGRAM

**1.1** The Program forms part of the early childhood education and care program delivered by Stride. It provides eligible children enrolled at a Stride Early Learning centre with access to a set number of swimming and water safety lessons — an extra-curricular activity supporting children's learning, development, and water safety — delivered by State Swim at a participating State Swim location and included within the fees charged for your child's place at Stride.

**1.2** The cost of the lessons is met by Stride as part of delivering its education and care program and is included within the fees charged for your child's place. The Program is offered at Stride's discretion, and Stride may vary or withdraw it in accordance with clause 7. Varying or withdrawing the Program does not give rise to any entitlement to a reduction or refund of fees.

**1.3** The Program does not reduce, discount, or waive any part of your fees, including your Child Care Subsidy co-contribution (the gap fee). Your fees and gap fee continue to be charged and are payable in the usual way. Stride does not report the Program as a fee discount.

**1.4** Lessons are delivered by State Swim, an independent third-party provider. State Swim is responsible for the delivery, instruction, scheduling, supervision during lessons, and safety of the lessons in accordance with its own terms, policies, and procedures.

## 2. ELIGIBILITY

To be eligible for the Program, a child must meet all of the following criteria:

**2.1** The child is actively enrolled at a Stride Early Learning centre.

**2.2** The child has held a Recurring Weekly Booking at Stride for a minimum of six (6) weeks from their enrolment start date. Eligibility commences only once this six-week period has been completed.

**2.3** The family's account is, and remains, within Stride's terms at all times. This means all fees are paid up to date and the account is in good standing with no outstanding arrears or breach of the family's enrolment terms. Eligibility and continued participation are conditional on the account remaining in good standing.

**2.4** The Program is not available to children who receive any discount on their childcare fees, with the sole exception of the Holiday Discount. Children who do not receive a fee discount — or whose only discount is the Holiday Discount — may be eligible, provided all other criteria are met.

**2.5** The Program is not available in conjunction with any other Promotion. Where a family has received another Promotion, Stride may determine that the family is not eligible for the Program, or that modified terms (such as an extended qualifying period) apply.

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## 3. WHAT'S INCLUDED

**3.1** Based on your child's Recurring Weekly Booking at Stride, your family will receive a single allocation of either 8 or 20 weeks of included swimming and water safety lessons, delivered as one lesson per week:

- **2 or 3 Days per week:** 8 weeks of lessons (one lesson per week).
- **4 or more Days per week:** 20 weeks of lessons (one lesson per week).

Only one allocation applies, based on your child's Recurring Weekly Booking. The allocations are not cumulative – a child booked for 4 or more Days per week receives 20 weeks in total, not 8 weeks plus 20 weeks.

**3.2** The lessons are included within your fees, with no additional or separate charge to the family for the lessons themselves. Stride does not charge any joining fee, lesson fee, or assessment fee for the lessons.

**3.3** The inclusion covers the cost of the lessons only. It does not include the cost of swimwear, goggles, towels, transport, or any optional extras, products, or services offered by State Swim, which remain the family's responsibility.

**3.4** The number of weeks allocated is an included extra-curricular activity and is not a guarantee of any particular class, time, day, or location.

**3.5** Each child is eligible for one allocation of lessons in any 12-month period. A child becomes eligible for a further allocation 12 months after the scheduled end date of their previous allocation – that is, the end of the 8-week or 20-week block – regardless of how many lessons were attended, and provided the child continues to meet all eligibility criteria at that time.

## 4. EXPRESSIONS OF INTEREST & PLACEMENT

**4.1** Participation in the Program requires the family to submit an expression of interest via the Stride registration form.

**4.2** Submitting an expression of interest does not guarantee a place. Places are allocated subject to availability at the relevant State Swim location.

**4.3** Once a valid expression of interest is received and eligibility is confirmed, the State Swim team will contact the family directly to arrange and confirm the child's class, location, and time.

**4.4** Class times, days, and locations are determined by State Swim based on availability and are subject to change.

## 5. FAMILY RESPONSIBILITIES

**5.1** The family is responsible for transporting the child to and from the State Swim location and for supervising the child before and after lessons, except during the lesson itself.

**5.2** The family is responsible for ensuring the child attends booked lessons. Missed lessons, cancellations, make-up lessons, and rescheduling are subject to State Swim's policies. Stride is not able to provide make-up lessons or extend the allocation for missed lessons.

**5.3** The family must comply with State Swim's terms, conditions, policies, and venue rules at all times while participating in the Program.

**5.4** The family must promptly notify Stride of any change to the child's enrolment status that may affect eligibility.

## 6. ONGOING ELIGIBILITY & WITHDRAWAL

**6.1** Eligibility is assessed on an ongoing basis. To continue participating, the child must remain actively enrolled at Stride and the family's account must remain in good standing in accordance with clause 2.3.

**6.2** If the child ceases enrolment at Stride, if the family's account falls into arrears or otherwise ceases to be within Stride's terms, or if any eligibility criterion is no longer met, the family's participation in the Program may be suspended or withdrawn and the remaining allocation may be forfeited.

**6.3** The inclusion has no cash value. It is not redeemable for cash, not transferable to another child, family, or person, and cannot be exchanged, deferred, or applied as a credit against fees.

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### 7. CHANGES TO THE PROGRAM

- 7.1** The Program is offered at Stride's sole discretion. Stride may vary, suspend, or discontinue the Program, or amend these Terms & Conditions, at any time.
- 7.2** Where reasonably practicable, Stride will provide families with advance notice of material changes to the Program.
- 7.3** The Program is an extra-curricular activity offered at Stride's discretion and does not create any separate contractual entitlement to childcare services. Changes to the Program do not entitle a family to any reduction or refund of childcare fees.

### 8. RELATIONSHIP WITH STATE SWIM

- 8.1** State Swim is an independent third-party provider. Stride meets the cost of the lessons but does not deliver or supervise them.
- 8.2** The provision of lessons is subject to State Swim's own terms and conditions, which the family enters into directly with State Swim.
- 8.3** To the extent permitted by law, Stride is not responsible or liable for the acts, omissions, conduct, or services of State Swim, including in relation to the delivery, quality, safety, or supervision of lessons.

### 9. PRIVACY

- 9.1** To facilitate participation in the Program, Stride will share relevant family and child details (such as name, contact details, and the child's date of birth and centre) with State Swim for the purpose of arranging placement and lessons.
- 9.2** Stride and State Swim each handle personal information in accordance with their respective privacy policies and the Privacy Act 1988 (Cth).

### 10. GENERAL

- 10.1** These Terms & Conditions form part of, and should be read together with, your Stride Early Learning enrolment terms and conditions.
- 10.2** Nothing in these Terms & Conditions is intended to exclude, restrict, or modify any rights or guarantees you may have under the Australian Consumer Law or other applicable law that cannot lawfully be excluded.
- 10.3** Stride's decision on all matters relating to eligibility, allocation, and participation in the Program is final.
- 10.4** These Terms & Conditions are governed by the laws of Western Australia.

### 11. QUESTIONS

For any questions about the Program, please email [swim@strideearlylearning.wa.edu.au](mailto:swim@strideearlylearning.wa.edu.au). Please do not contact your centre directly with Program queries, as the swim inbox is the single point of contact for the Program.