

Student's Name.....

Responsible Person.....

DOB.....

Street Address.....Suburb..... Post Code.....

Phone No..... Mobile..... Email.....

Emergency Contact..... Phone..... Relationship.....

**SQUAD PROGRAMME (Please tick or circle) – Applicable from 27 January 2021**

	LESSON FEE	FORM CORRECTION (OPTIONAL)
<input type="checkbox"/> <b>PERFORMANCE PATHWAY</b> Gold / Silver / Bronze / Semi Squad NSW Swimming registration is compulsory (PLC Sydney Swim Club) Attend up to 6 sessions per week	\$380.00 / 4 weeks 4 weeks advance direct debit payment	\$300.00 (10 weeks) (1 session / week) \$500.00 (10 weeks) (2 sessions / week) 10 weeks advance payment at reception (cash or bank transfer)
<input type="checkbox"/> <b>FITNESS PATHWAY – A</b> Silver / Bronze / Semi Squad Attend up to 3 sessions per week	\$280.00 / 4 weeks 4 weeks advance direct debit payment	\$300.00 (10 weeks) (1 session / week) \$500.00 (10 weeks) (2 sessions / week) 10 weeks advance payment at reception (cash or bank transfer)
<input type="checkbox"/> <b>FITNESS PATHWAY – B</b> Silver / Bronze / Semi Squad Only 1 session per week	\$140.00 / 4 weeks 4 weeks advance direct debit payment	\$300.00 (10 weeks) (1 session / week) \$500.00 (10 weeks) (2 sessions / week) 10 weeks advance payment at reception (cash or bank transfer)

**DIRECT DEBIT DETAILS – CREDIT CARD**

Name of Card Holder:	Card Number:	Expiry:	CVC:
	_____	___ / ___	___

I (name of card holder) \_\_\_\_\_ unconditionally and irrevocably authorise United Swimming to debit the nominated account for the payment of the Participant(s) swimming lessons (stated above) and to vary the amount of the debit as necessary for changes to the bookings or due to fee increases.

I acknowledge that it is my responsibility to have sufficient funds available by the due date to permit the direct debit to be processed successfully in accordance with this authority. If a scheduled direct debit payment is rejected for any reason, a fee of **\$10.00** will be charged for each failed direct debit payment.

This authorisation is to remain in force, with respect to the above account, until I notify United Swimming in writing of its cancellation **at least four (4) weeks** prior to the last day of the current billing cycle, with such notice taking effect from the first day of the next billing cycle (Squad Enrolment Cancellation or Suspension Request Forms available from the United Swimming centre receptions and/or management team).

**Fees will be debited to the nominated account in advance every 4 weeks for all squad programs.**

By signing this Enrolment Application Form, I further confirm that:

- I am 18 years of age or older; and
- the information I have provided in this Enrolment Application Form is true and correct in all respects;
- I have read, understood and agree to abide by, and in the case of the Participants listed above, procure those Participants to abide by, the enrolment terms and conditions governing the debit arrangements above and the use of the United Swimming facilities set out overleaf; and
- I give permission for the United Swimming management team to contact me by email and/or text message with relevant aquatic program information.

Where the applicant is a minor, this Enrolment Application Form must be signed by the Participant's parent or guardian (referred to in this Enrolment Applicant Form as the Responsible Person), who warrants and agrees by signing this Enrolment Application Form that he or she is authorised to enter into the agreement constituted by the Terms and Conditions on behalf of the Participant and remains responsible for the performance of that agreement by the Participant.



#### 1. Aquatic Program Enrolment Application

Submission of a duly completed Enrolment Application is an offer by the Responsible Person to **United Swimming** for the relevant Participant to enrol aquatic program(s) and become Pool patron subject to these Terms and Conditions. By signing the Enrolment Application, the Responsible Person agrees that a contract will be created between the relevant Participant and United Swimming or, in the case of Participants who are under 18 years, the Responsible Person and United Swimming on these Terms and Conditions. Enrolment shall only be effective on acceptance by United Swimming and United Swimming reserves the right to reject any application for enrolment without providing reasons for its decision.

#### 2. Minimum Enrolment Period for Ongoing Enrolment

a) Except in accordance with this clause, enrolment may not be cancelled in the first eight (8) weeks after the application for enrolment is accepted by United Swimming in accordance with these Terms and Conditions (**Minimum Term**).

b) A Responsible Person may only cancel his or her enrolment or enrolment of any Participant for which the Responsible Person is responsible during the Minimum Term if:

- i. the Responsible Person provides us with a certificate from a qualified medical practitioner confirming the relevant Participant is sick or incapacitated;
- ii. the Responsible Person provides us with a letter from a real estate agent or the employer of the Responsible Person confirming that Responsible Person has relocated to an area more than 25 kilometres from the Pool; or
- iii. The Responsible Person is declared bankrupt and provides us with evidence confirming such status.

c) Upon completion of the Minimum Term, enrolment will continue on a month to month basis with fees payable monthly in advance at the prevailing rate for the applicable lesson or program type.

d) United Swimming reserves the right to add to or vary these Terms and Conditions, including varying the Pool's operating hours and days, changing its services and introducing, withdrawing and varying levels of aquatic programs and learn to swim lessons from time to time. In each case United Swimming will provide not less than two (2) week's notice of the changes, such notice to be displayed at the Pool reception and/or communicated to the Responsible Person by email or text. United Swimming may from time to time withdraw use of all or any part of the Pool facilities where United Swimming considers it is necessary for repair, maintenance or alteration of such facilities or for safety reasons.

#### 3. Make Ups, Refunds and Credits

a) Make ups, refunds or credits will not be given and this includes, but is not limited to, withdrawal from the squad program, change of mind, missed or cancelled lessons.

b) Requests for make ups may be considered for major illnesses, surgery or extenuating circumstances but must be addressed in writing to our management and must also have relevant supporting documentation attached (e.g. medical certificate).

#### 4. No External Training Policy

All United Swimming Squad members and swimmers should only follow instructions from United Swimming staff / coaches and must not undertake any form of external or private swimming lesson outside of United Swimming training / lesson hours without permission by United Swimming staff or management team. By signing the Enrolment Application, the Responsible Person agrees that United Swimming can terminate enrolment of the Responsible Person or the enrolment of any Participant for which the Responsible Person is responsible if the Responsible Person breaches United Swimming No External Training Policy with immediate effect without prior notice.

#### 5. Cancellation or Suspension of Enrolment

a) The Responsible Person may cancel his or her enrolment or the enrolment of any Participant for which the Responsible Person is responsible by giving advance notice of four (4) weeks prior to the last day of the current billing cycle, in writing to United Swimming effective from the first day of the next billing cycle. The Responsible Person must complete and sign a **'Squad Enrolment Cancellation or Suspension Request Form'** available on request at United Swimming Centre Reception or via an authorised representative of United Swimming and deliver it to United Swimming.

b) The Responsible Person may suspend his or her enrolment or the enrolment of any Participant for which the Responsible Person is responsible for a maximum of twice a year by giving advance notice of four (4) weeks prior to the first day of next billing cycle, in writing to United Swimming effective from the first day of next billing cycle. Suspensions of enrolment have a minimum period of four (4) weeks and maximum period of eight (8) weeks and the Responsible Person must provide valid reason/s and evidence for membership suspension: (1) Medical Certificates containing dates and reason for suspension for Health Issues; (2) Flight Tickets containing dates for long holidays.

c) Cancellation or suspension of enrolment will take effect immediately after an authorised representative of United Swimming issues a written acknowledgment of the enrolment cancellation or suspension via email or text.

#### 6. Fees

a) Fees for United Swimming Squad Programs (except Stroke Corrections and Holiday Intensive sessions) are payable every four (4) weeks including Christmas and New Years period by direct debit from the Responsible Person's nominated credit card or bank account.

b) Fees for United Swimming Squad Program (Stroke Corrections and Holiday Intensives) are payable for a school term in advance before the beginning of the new school term, by cash at United Swimming reception or bank transfer to United Swimming bank account.

c) Fees for United Swimming Squad Programs are specified inclusive of GST.

d) Lesson and program fees may be increased at the discretion of and at any time by, United Swimming, with a minimum of two (2) weeks notice to all Responsible Persons. The Responsible Person authorises us to increase any direct debit from the Responsible Person's nominated credit card or bank account to take account of any increase notified by United Swimming in accordance with this clause.

e) The Responsible Person must ensure that their bank account or credit card is set up to allow direct debits, that there are sufficient funds in the relevant account to enable the direct debit to be processed successfully, and that any changes to the Responsible Person's account number, credit card number or expiry date, are advised to United Swimming by the Responsible Person not less than seven (7) days prior to the date of the next direct debit payment.

f) If any payment under these Terms and Conditions is not made on the due date, the lessons or aquatic program for which the Responsible Person or the Participants for whom the Responsible Person is responsible are enrolled will be immediately suspended until all payments due have been satisfied in full. If a scheduled direct debit payment is rejected for any reason, a fee of \$10.00 will be

charged for each failed direct debit payment. The Responsible Person's signature on the Enrolment Application shall constitute the Responsible Person's unconditional and irrevocable authority to debit the Responsible Person's nominated bank account or credit card with the total amount due, together with any failed payment fee, without further notice.

#### 7. Limitation of Liability

a) In consideration of United Swimming accepting the Responsible Person's application for enrolment, and in consideration of United Swimming permitting the relevant Participant to remain enrolled in the relevant programs operated by United Swimming, the Responsible Person agrees that:

i. neither United Swimming, nor its employees or agents shall be liable to the Responsible Person or any Participant for any loss, damage or theft of any property belonging to, or brought onto United Swimming premises by the Responsible Person, any of the Participant's invitees nor any Participants for whom the Responsible Person is responsible unless such loss or damage is caused by the gross negligence of United Swimming or its employees or agents;

ii. neither United Swimming, nor its employees or agents shall be liable to the Responsible Person or any Participant for any death, personal injury or illness occurring as a result of use of any s and/or equipment provided by United Swimming by the Responsible Person or the Participants for whom the Responsible Person is responsible except to the extent that such death, personal injury or illness arises from the gross negligence of United Swimming or its employees or agents.

b) The Responsible Person must ensure that he or she and the Participants for whom the Responsible Person is responsible correctly operate and use any Pool facilities and/or equipment provided by United Swimming. If the Responsible Person is in any doubt of the safe use of the Pool the Responsible Person should consult Centre staff before use.

#### 8. Consent to Use Images

a) By signing this Enrolment form the Responsible Person consent to United Swimming using the image/s of the Responsible Person or any Participant for whom the Responsible Person is responsible in any promotion, advertisement or other material or activities in relation to United Swimming and other aspects of the businesses related to United Swimming and agree that United Swimming is entitled to entire copyright in and sole ownership of any such images.

#### 9. Physical Condition

a) Responsible Persons are solely responsible for their decision to participate in exercise, and to permit Participants for whom the Responsible Person is responsible to exercise, using Pool facilities.

b) The Responsible Person must advise us in writing on the Enrolment Application if engaging in learn to swim lessons, aquatic programs at any of swim centres operated by United Swimming that may cause any risk to the health of the Responsible Person or any Participant for whom the Responsible Person is responsible. The Responsible Person must also advise us as soon as the Responsible Person becomes aware of any changes to the medical condition of the Responsible Person or any Participant for whom the Responsible Person is responsible that may affect that person's use of the Pool that may present a risk to their health.

c) The Responsible Person warrants and represents as at the date of that Responsible Person's Enrolment Application and on each occasion that the Responsible Person or the Participants for whom the Responsible Person is responsible use the Pool & Gym, they are in good physical condition and that the Responsible Person knows of no medical or other reason why the relevant Participant(s) are not capable of engaging in exercise at the Pool that such exercise would not be detrimental to the health, safety, comfort or physical condition of that Participant.

d) United Swimming staff are not medically trained and are therefore not qualified to assess whether the Responsible Person or the Participants for whom the Responsible Person is responsible are in satisfactory physical condition to undertake exercise at the Pool and/or are physically able to engage in exercise without the detriment to their health, safety, comfort or physical condition. United Swimming strongly advises all Responsible Person to take expert medical advice prior to commencing any program at the Pool.

e) The Responsible Person and each Participant for whom the Responsible Person is responsible must not use the Pool whilst suffering from any infection or contagious illness, disease or other physical ailment such as open cuts, abrasions, open sores, or minor infections where there is any risk, that such use may be detrimental to the health, safety, comfort or physical condition of other Pool users.

#### 10. Health of Participants and Termination of Enrolment

a) United Swimming may terminate the Participant's enrolment:

i. without notice and with immediate effect if the Responsible Person's conduct or the conduct of any Participants for whom the Responsible Person is responsible (whether or not such conduct is the subject of a complaint by another user of the Pool facilities), is such that, in reasonable opinion of United Swimming, it may be injurious to the character, reputation or interests of United Swimming, or renders the relevant person unfit to associate with other users of the Pool facilities, including if the Responsible Person or Participant (as the case may be) threatens or harasses other users of the pool facilities or any employee, agent or members of United Swimming, damages any United Swimming or Pool equipment or uses illegal or performance enhancing drugs;

ii. without notice and with immediate effect if United Swimming determines that the Responsible Person or any Participant for whom the Responsible Person is responsible have committed a material breach of any of these Terms and Conditions;

iii. without notice and with immediate effect, if any fees or other amounts payable under these Terms and Conditions are not paid on the due date for payment;

iv. upon notice in writing and with immediate effect, if United Swimming is of the opinion that the Responsible Person or any Participant for whom the Responsible Person is responsible are not suitable for continued enrolment.

b) All decisions of United Swimming under this clause are final and binding.

c) If enrolment is terminated by United Swimming under this clause, the Responsible Person and all Participants for whom the Responsible Person is responsible will forfeit all the privileges of enrolment with immediate effect without claim for any refund of any payments made in advance of the relevant date for payment and the Responsible Person shall remain liable for any outstanding fees and any other amount which remains due and owing to United Swimming at the date of termination of enrolment which amounts must be paid to United Swimming within 7 days of termination. On termination of enrolment, the Responsible Person must immediately return any other evidence of enrolment provided to the Responsible Person by the Pool or United Swimming (as relevant).

#### 11. Conduct

a) The Responsible Person and all Participants for whom the Responsible Person is responsible must comply with any directions given by any United Swimming staff and with all notices posted by United Swimming at the Pool and must not abuse the equipment or facilities of United Swimming.

b) The Responsible Person is responsible for and agrees to reimburse United Swimming for any damage to United Swimming property willfully or negligently caused by the Responsible Person, any Participant for whom the Responsible Person is responsible and any person the Responsible Person or any Participant for whom the Responsible Person is responsible invites onto United Swimming premises.

c) Disorderly, rude or offensive behaviour towards United Swimming staff, employees or agents or other users of the Pool facilities (including the use of offensive or abusive language) by the Responsible Person or any Participant for whom the Responsible Person is responsible will result in the immediate termination of enrolment. For the purpose of this clause, a single occurrence of such conduct may be regarded as sufficiently serious to warrant termination of enrolment.

d) All Participants must wear suitable swimming attire when using the Pool/Gym.

e) Access to Pool/Gym and use of the Pool facilities is at the Participant's own risk.

The Responsible Person must not and must ensure that any Participants for whom the Responsible Person is responsible do not run in any area surrounding the Pool, dive or jump into the Pool.

#### 12. Other

a) Vehicles parked on premises of all swim centres operated by United Swimming are at the sole risk of the Responsible Person or Participant (as the case may be) and United Swimming accepts no liability for loss or damage to such vehicle or its contents.

b) If items left at any of swim centres operated by United Swimming are not claimed within one month the items will be donated to a local charity. If the Responsible Person requests items left to be posted to the Responsible Person, we will do so at the Responsible Person's cost.

c) All swim centres operated by United Swimming are **non-smoking and alcohol free buildings**. If the Responsible Person or any Participants for whom the Responsible Person is responsible contravene this condition, enrolment of the relevant Participants will be terminated immediately.

d) Any failure of United Swimming to enforce its rights at any time for any period shall not be construed as a waiver of such rights, nor shall any failure to identify or act upon a breach of these Terms and Conditions be deemed to be a waiver of such rights by United Swimming.

e) Where the courts determine that a provision of these Terms and Conditions is invalid or unenforceable such provision will be deemed to be deleted from these Terms and Conditions but such deletion will not affect the validity and enforceability of the remaining provisions of these Terms and Conditions.

f) Enrolment is personal and may not be transferred to another person.

g) Where United Swimming is required to provide written notice to the Responsible Person under these Terms and Conditions, United Swimming will send the notice to the address appearing on the Enrolment Application or such other address as the Responsible Person may notify to the School in writing from time to time. It is the Responsible Person's responsibility to inform United Swimming promptly of any change in the Responsible Person's address. Any notice sent by United Swimming in accordance with this clause will be deemed received by the Responsible Person two days after the date of dispatch by United Swimming.

h) Where United Swimming is required to give notice to the Responsible Person under these Terms and Conditions and the notice is not required to be in writing, notice shall be deemed to have been given to the Responsible Person if United Swimming places notices in prominent positions within the swim centres operated by United Swimming.

i) Where the Responsible Person is required to give written notice to United Swimming under these Terms and Conditions, the Responsible Person must provide the notice to United Swimming staff at swim centres operated by United Swimming.

#### 13. Privacy

All personal information collected by United Swimming is collected in accordance with the Privacy Act 1988 (Cth) and will not be disclosed except in accordance with United Swimming's privacy policy.

#### 14. General

a) By signing the Enrolment Application, the Responsible Person agrees to abide by, and procure the Participants for whom the Responsible Person is responsible to abide by, these Terms and Conditions and to the creation of a contract between the relevant Participant and United Swimming or, in the case of Participants who are under 18 years, the Responsible Person and United Swimming on these Terms and Conditions. These Terms and Conditions shall constitute the entire agreement between the Participant or Responsible Person (as the case may be) and United Swimming in connection with the subject matter of the contract. No representation, whether oral or written by United Swimming or any of its employees or staff or any other person will modify or amend these Terms and Conditions unless otherwise agreed by United Swimming in writing.

b) The contract created by these Terms and Conditions will be governed by the laws of the State of New South Wales and the parties irrevocably submit to the Courts of that State.

#### 15. Defined Terms

In these Terms and Conditions: **GST** means any tax payable under any GST Law as defined in section 195-1 of A New Tax System (Goods and Services Tax) Act 1999 (Cth); **Enrolment Application** means enrolment application form accompanying these Terms and Conditions; **Minimum Term** has the meaning given in clause 2(a) of these Terms and Conditions; **Participant** means a person participating in any aquatic program at swim centres operated by United Swimming and includes, where the context requires, a Responsible Person; **Pool** means any swimming pool and swim centres that United Swimming operates our programs; **Responsible Person** means the person who signs the Enrolment Application, whether in their own capacity or in their capacity as a parent or guardian of a Participant who is under the age of 18 years; **United Swimming** and we means United Swimming and all subsidiary companies and businesses of **TAESEUNG GROUP** (TAESEUNG Corporation; TAESEUNG Global; TAESEUNG Medical; TAESEUNG Solution; United Swimming; Boll & Cie Korea; The King's Finance; King's REITs; and Korea Swimming Federation of Australia); and **Terms and Conditions** means these Terms and Conditions as amended from time to time.

