

By completing enrolment into United Swimming Swim School Program, the responsible person expressly agree to comply with the Terms & Conditions. Upon each and every time the responsible person enters United Swimming's Swim Centres the responsible person reaffirms the acceptance of the Terms & Conditions and all of the obligations, limitations and indemnities contained within them.

1. Swim School Lesson Times

- a) Please be aware of the class starting and ending times, and ensure there are adhered to. This assists in a smooth transition for children entering into the following class.

2. Fees

- a) Please refer to our learn to swim fees schedule for detailed information on lesson fees.
- b) All lessons at United Swimming (except for Top Ryde Centre) for learn to swim and squad program (Fitness Pathway) are charged monthly on a direct debit system on the first day of each calendar month for that month's lessons.
- c) Fees for squad program (Performance Pathway) are charged fortnightly on a direct debit system.
- d) **Top Ryde Centre enrolments only:** For members enrolled at Top Ryde Centre, there is no need to re-enrol each quarter but your fees will be charged on a 3-monthly basis (quarterly). Lesson fees are paid in advance at the Top Ryde Centre reception and invoice will be sent per 3 months block via email.
- e) Fees payable are subject to change at any time.
- f) United Swimming reserves the right to cancel bookings of members with two or more consecutive payment failures.

3. Direct Debit Payments

- a) For Learn to Swim and Squad Program (Fitness Pathway), direct debit payments are processed on a monthly basis.
- b) For Squad Program (Performance Pathway), direct debit payments are processed on a fortnightly basis.
- c) 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.
- d) A surcharge of 1.1% will apply to all credit card payments.
- e) Please refer to the direct debit authorisation form for the full Terms & Conditions regarding direct debit payments.

4. Refunds and Credits

- a) Refunds or Credits will not be given and this includes, but is not limited to, withdrawal from the swim school program, change of mind, missed lessons.
- b) Request for Refunds or Credits may be considered for major illness, surgery or extenuating circumstances but must be addressed in writing to the Centre Manager and must also have relevant supporting documentation attached (e.g. Medical Certificate). Decision will be made by our Management Team within 3 weeks and approved applications will be offered amicable options by the Centre Manager.

5. Minimum Enrolment Term for Ongoing Enrolment

- a) Except in accordance with this clause, enrolment may not be cancelled in the first ten (10) weeks after the application for enrolment is accepted by United Swimming in accordance with these Terms & Conditions (**Minimum Term**).

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:

- b) the Responsible Person provides us with a certificate from a qualified medical practitioner confirming the relevant Participant is sick or incapacitated;
- c) 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 United Swimming facilities; or
- d) The responsible person is declared bankrupt and provides us with evidence confirming such status.
- e) Upon completion of the Minimum Term, enrolment will continue as a continuous program throughout the year with fees payable in advance as per the Terms & Conditions at the prevailing rate for the applicable lesson or program type.
- f) United Swimming reserves the right to add to or vary these Terms & Conditions, including varying our facilities' 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 2 weeks notice of the changes, such notice to be displayed at the United Swimming Member's Portal, website 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 facilities where United Swimming considers it is necessary for repair, maintenance or alteration of such facilities or for safety reasons.

6. Assessments

- a) We offer free assessments for new students enrolling into United Swimming program to determine their appropriate level. Assessments are conducted during our lesson times.
- b) Current students enrolled into United Swimming programs are assessed regularly on an ongoing basis. Please speak with the Centre Manager or Supervisor on duty for more information and feedback as to your child's progression and development.

7. Cancellation of Enrolment

- a) Cancellations from the learn to swim and squad swimming programs must be submitted using the United Swimming enrolment cancellation request form.
- b) Cancellation forms must be submitted in writing a minimum of 28 days before the commencement of the next scheduled direct debit period. If this is left later, you will be charged for the following month and the last enrolment date will be calculated accordingly.
- c) All outstanding account balances must be finalised prior to the cancellation being processed.
- d) All remaining make up lesson vouchers and credits become void upon cancellation of enrolment. All cancellations will be processed at the end of the payment cycle. Credits or refunds are not provided for early cancellations.

8. Suspension of Enrolment

- a) Suspension of enrolment is only available to members enrolled in the Squad Program (Performance Pathway).
- b) If enrolled in the Squad Program (Performance Pathway), 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 two (2) weeks prior to the first day of next billing cycle, in writing to United Swimming effective from the first day of next billing cycle.
- c) Suspension 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 enrolment suspension: (1) Medical Certificates containing dates and reason for suspension for Health Issues; (2) Flight Tickets containing dates for long holidays.
- d) 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.

9. Supervision

- a) Parents and guardians are expected to take full responsibility for their children upon entry to United Swimming and whilst participating in our swim school program.
- b) United Swimming does not take responsibility for the supervision of children outside of their allocated swimming lesson. Swim school families are required to maintain appropriate behaviour whilst within United Swimming facilities.

10. Makeup Lesson Policy

- a) Where a student is unable to attend their regular class, parents may mark their child's absence via the United Swimming online member's portal.
- b) For all United Swimming facilities (except for Top Ryde Centre), makeup bookings are only available via the online member's portal which you can access via our website.
- c) You must mark your child absent on the online member's portal at least 4 hours prior to their scheduled class. This also helps others by making a spot available for someone wanting to book a makeup lesson.
- d) If you mark your child absent on the online member's portal more than 4 hours before your class, a makeup voucher will be available in your members portal.
- e) Makeup lessons are subject to availability, can be booked a maximum of 7 days in advance and expire 8 weeks from the original lesson cancellation date.
- f) When booking a makeup lesson please ensure that the time is suitable.
- g) Makeup lessons are limited to 10 times per student per calendar year (January to December), to encourage consistency and a commitment to steady progression in the program and this includes absences for personal reason, family holidays and sicknesses.
- h) Makeup lessons cannot be cancelled or changed.
- i) Makeup lessons are non-transferrable.
- j) You must be actively enrolled with us to book for makeup lessons. Once an enrolment has been cancelled, all remaining makeup lessons become void.
- k) No credit or refund can be issued in lieu of makeups.
- l) Makeup lessons are not available for students enrolled in Private Lessons, Squad Form Correction Lessons and Squad Program (Performance Pathway).
- m) For members enrolled at Top Ryde Centre, please send an email to us (info@unitedswimming.com) at least 4 hours

prior to your child's originally scheduled class to book for makeup lessons as access to online member's portal is currently unavailable to members enrolled at Top Ryde Centre.

11. Additional Makeup Lesson Vouchers for Medical Reason

- a) Once all 10 available makeup lesson vouchers have been used for a calendar year, our management may consider issuing additional makeup lesson vouchers for students with medical conditions upon application submitted with a valid medical certificate. Please submit your applications via email: (info@unitedswimming.com).

12. Private Lessons

- a) All private lessons can be booked through our Management team. Any cancellation of these lessons will result in monies paid being forfeited.
- b) Make ups are not available for missed private lessons.

13. Bookings for Holiday Intensive Programs

- a) Full payment is required at time of booking all Holiday Intensive Programs.
- b) Makeup, credit or refund will not be provided for lessons missed or cancelled during the Holiday Intensive Programs.

14. 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:
 - b) 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 of damage is caused by the gross negligence of United Swimming or its employees or agents;
 - c) 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.
- d) 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 the United Swimming Centre staff before use.

15. Active Kids and First Lap Vouchers

- a) Active Kids and First Lap Vouchers can be utilised at United Swimming for learn to swim and squad programs.
- b) Please refer to the Active Kids and First Lap Voucher Information available on our website for more detailed information.
- c) Refunds for any unused portion of the Active Kids Vouchers cannot be provided.

16. Teacher Changes

- a) Teacher changes may occur during the swim term with little to no notice. Maintaining teacher consistency at our swim school is one of our highest priorities.

17. Conditions of Pool Entry

- a) United Swimming swim caps must be worn by all swimmers above 3 years old in the pool at all times. United Swimming swim caps are available for purchase from your Centre Managers on request;
- b) Swim School participants are only permitted in the water during their lesson time;
- c) All children that are not toilet trained are required to wear aqua nappies at all times when in the pool;
- d) All children that are toilet trained must use the toilet before entering the pool;
- e) We aim to keep the pool temperature as consistent as possible, however it will fluctuate with air temperature and seasonal change;
- f) Swimmers with open wounds will not be permitted in the water;
- g) The pool depth varies from centre to centre. Diving is not permitted unless under instruction from the Swim Centre;
- h) The pool deck is very slippery when wet. No running around the pool area as it may result in injury;
- i) No food and glass bottles are permitted in pool area.

18. 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 United Swimming facilities.
- b) The responsible person must advise us in writing if engaging in swim school programs at any of United Swimming Swim Centres 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 and on each occasion that the responsible person or the participants for whom the responsible person is responsible use the United Swimming facilities, 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 United Swimming facilities 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 United Swimming facilities.
- e) The responsible person and each participant for whom the responsible person is responsible must not use the United Swimming facilities 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 facility users.

19. Behaviour Management

- a) Our aim is to maintain control and safety within our classes. Our staff will ensure that they convey the dangers of the aquatic environment to the children in a respectful and positive manner with clear guidelines; here they will learn that there are consequences of inappropriate behaviour. This may include reinforcing clear guidelines, sitting child out of the lesson for short time, or requesting parent to collect their child.
- b) Please note: If a child becomes disruptive, difficult or poses a safety issue in the swimming lesson, our staff will take steps to ensure that this is dealt with appropriately which may include asking the parent or guardian to collect the child from the swimming lesson.

20. No External Training Policy

- a) 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 proceeding with enrolment at United Swimming, 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's 'No External Training Policy' with immediate effect without prior notice.

21. Expulsion of Participant and Termination of Enrolment

- United Swimming may terminate the participant's enrolment:
- a) 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 United Swimming 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 equipment or uses illegal or performance enhancing drugs;
 - b) 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 & Conditions;
 - c) without notice and with immediate effect, if any fees or

other amounts payable under these Terms & Conditions are not paid on the due date for payment;

- d) 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.
- e) All decisions of United Swimming under this clause are final and binding.
- f) 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 United Swimming (as relevant).

22. 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 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 wilfully 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 facilities.
- c) Disorderly, rude or offensive behaviour towards United Swimming staff, employees or agents or other users of the United Swimming 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 United Swimming facilities.
- e) Access and use of the United Swimming facilities is at the participant's own risk.
- f) 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 United Swimming facilities, dive or jump into the pool.

23. Other:

- a) For vehicles parked on premises of all United Swimming facilities 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 United Swimming facilities are not claimed within one month the items will be disposed or 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 building/s**. 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 & Conditions be deemed to be a waiver of such rights by United Swimming.
- e) Where the courts determine that a provision of these Terms & Conditions is invalid or unenforceable such provision will be deemed to be deleted from these Terms & Conditions but such deletion will not affect the validity and enforceability of the remaining provisions of these Terms & 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 & Conditions, United Swimming will send the notice using the contact details appearing on the membership details or such other contact details as the responsible person may notify to United Swimming 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 contact details. 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 & 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. Where the responsible person is required to give written notice to United Swimming under these Terms & Conditions, the responsible person must provide the notice to United Swimming management via email or in person at the United Swimming facilities.

24. Photographs & Video Recording:

- a) For child protection and safety no photographs or video recording are permitted to be used at any time in United Swimming facilities. Cameras aren't permitted in our facilities without authorisation by United Swimming management.

25. Privacy

- a) 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.
- b) The responsible person acknowledges that United Swimming may from time to time collect personal information about parents and students, which may be necessary for the swim school's function or activities. The responsible person authorises United Swimming to use and disclose information in such a manner as the manager may deem appropriate for the purposes of the student's health, care, welfare or development. The responsible person give permission for photographs of the student to be used for promotional and other marketing material. The responsible person agrees that United Swimming is entitled to entire copyright in and sole ownership of any such images. The responsible person acknowledge having read the swim school's privacy policy.

26. Feedback

- a) Parents/Guardians who have concerns or feedback regarding our swim school should approach the Centre Manager. Minor concerns will be dealt with immediately. Complaints that are of greater concern need to be addressed to the United Swimming management.

27. General

- a) By proceeding with enrolment at United Swimming, the responsible person agrees to abide by, and procure the participants for whom the responsible person is responsible to abide by, these Terms & 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 & Conditions. These Terms & 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 & Conditions unless otherwise agreed by United Swimming in writing.
- b) The contract created by these Terms & 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.

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