By completing an application for enrolment in a United Swimming program, the Responsible Person acknowledges that they have read, understood and agree to be bound by these Terms & Conditions.

These Terms & Conditions form part of the agreement between United Swimming and the Responsible Person. By entering or using a United Swimming facility in connection with an enrolment, the Responsible Person agrees to comply, and must ensure that each Participant for whom they are responsible complies, with these Terms & Conditions and all reasonable directions, policies and safety requirements applicable to the facility or program.

1. **Swim School Lesson Times**

a) The Responsible Person must ensure that each Participant attends their allocated lesson at the scheduled starting and finishing times. Participants should arrive with sufficient time to prepare for their lesson. Adherence to all allocated lesson times assists United Swimming in maintaining safe and orderly transitions between classes.

2. **Fees**

a) Please refer to our fees schedule for detailed information on lesson fees.

b) All lessons at United Swimming 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) Fees payable are subject to change at any time.

e) United Swimming reserves the right to suspend or cancel the enrolment of a Participant where two (2) or more consecutive payment attempts have failed, subject to clause 21.

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 $20.00 will be charged for each failed direct debit payment.

d) Any fees or other amounts payable under these Terms & Conditions that remain unpaid after their due date constitute an outstanding debt owed to United Swimming.

e) Where an outstanding amount remains unpaid after United Swimming has made reasonable attempts to obtain payment, United Swimming may refer the outstanding account to a debt collection agency, solicitor or other third-party recovery service for collection.

f) To the extent permitted by law, the Responsible Person agrees to reimburse United Swimming for all reasonable third-party costs and expenses actually incurred by United Swimming in recovering an overdue amount, including reasonable debt collection agency fees and reasonable legal costs actually incurred in connection with the recovery of the overdue amount.

g) The Responsible Person acknowledges and agrees that, where an overdue account is referred for recovery, United Swimming may disclose to its debt collection agency, solicitor or other authorised recovery service such personal and account information as is reasonably necessary for the purpose of recovering the outstanding amount, subject to applicable privacy laws.

h) 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 or cancelled 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 as otherwise provided in this clause, an enrolment may not be cancelled during the first ten (10) weeks after the application for enrolment has been accepted by United Swimming (Minimum Term).

b) During the Minimum Term, a Responsible Person may request cancellation of their enrolment, or the enrolment of a Participant for whom they are responsible, where:

i) The Responsible Person provides a certificate from a qualified medical practitioner confirming that the relevant Participant is unable to continue participating in the program due to illness, injury or incapacity;

ii) The Responsible Person provides reasonable documentary evidence confirming that the Responsible Person or Participant has relocated to an area more than 25 kilometres from the nearest applicable United Swimming facility;

iii) The Responsible Person is declared bankrupt and provides reasonable evidence confirming that status; or

iv) United Swimming makes a material change to the Participant's fees, regular lesson arrangements or program during the Minimum Term and the Responsible Person is unable to reasonably accommodate that change.

c) Any cancellation under clause 5(b) must be requested in writing and remains subject to United Swimming's reasonable verification of the circumstances and supporting documentation.

d) Upon completion of the Minimum Term, enrolment will continue on a perpetual basis throughout the year until cancelled in accordance with clause 7. Fees will continue to be payable in advance at the prevailing rate applicable to the relevant lesson or program.

e) United Swimming may from time to time reasonably vary these Terms & Conditions, lesson fees, operating hours or days, program structures, services, facilities, lesson times or levels of aquatic programs.

f) Where reasonably practicable, United Swimming will provide at least fourteen (14) days' notice of a material change. Notice may be provided through the United Swimming Member's Portal, website, email, text message or another reasonable method of communication.

g) Where a material change initiated by United Swimming substantially affects a Participant's ongoing enrolment and United Swimming is unable to provide a reasonably suitable alternative, the Responsible Person may request cancellation without being required to complete the remainder of the Minimum Term.

h) United Swimming may temporarily restrict or withdraw access to all or part of a facility without prior notice where reasonably necessary due to an emergency, safety issue, repair, maintenance, alteration, regulatory requirement or circumstances outside United Swimming's reasonable control.

6. **Assessments**

a) New Participants may be required to complete an assessment prior to enrolment to enable United Swimming to determine the appropriate program and level. Assessments are offered free of charge and are generally conducted during United Swimming's lesson times.

b) United Swimming may, at its discretion, permit a Participant to enrol without completing a prior assessment where United Swimming considers that sufficient information is available to determine an appropriate initial program or level.

c) The level initially allocated to a Participant may be adjusted following commencement if United Swimming determines that another level is more appropriate for the Participant's ability, safety or development.

d) Current Participants are assessed regularly on an ongoing basis. The Responsible Person may speak with the Centre Manager, Supervisor or relevant instructor for information regarding the Participant's progression and development.

7. **Cancellation of Enrolment**

a) All requests to cancel an enrolment in any United Swimming program must be submitted using the **United Swimming Enrolment Cancellation Request Form**.

b) A minimum of twenty-one (21) days' written notice is required to cancel an enrolment. This notice period applies to **all United Swimming programs**, irrespective of whether fees are billed monthly, fortnightly or on another recurring billing cycle.

c) The twenty-one (21) day notice period commences on the date United Swimming receives a properly completed Enrolment Cancellation Request Form.

d) The Responsible Person remains liable for all fees falling due during the twenty-one (21) day notice period. Where a scheduled direct debit falls within the notice period, that payment may be processed and the Participant's final enrolment date will be calculated accordingly.

e) The Participant remains actively enrolled and may continue attending their regularly scheduled lessons until the confirmed final enrolment date.

f) All outstanding fees and other amounts properly payable in connection with the enrolment must be paid in full notwithstanding the submission of a cancellation request.

g) United Swimming will confirm the Participant's final enrolment date in writing after receiving and processing a valid cancellation request.

h) All unused Makeup Lesson Vouchers and credits become void upon the Participant's final enrolment date and cannot thereafter be used, transferred, refunded or exchanged for credit.

i) No refund or credit will be provided for lessons not attended during the notice period or for any unused portion of fees properly payable before the Participant's final enrolment date, except where otherwise required by law.

j) Cancellation during the Minimum Term remains subject to clause 5 of these Terms & Conditions.

8. **Suspension of Enrolment**

a) Suspension of enrolment is only available to Participants enrolled in the Squad Program (Performance Pathway).

b) A Responsible Person may apply to suspend an eligible Participant's enrolment a maximum of two (2) times per calendar year.

c) A request for suspension must be submitted to United Swimming in writing at least two (2) weeks before the commencement of the next applicable billing cycle. Unless otherwise approved by United Swimming in writing, an approved suspension will commence from the first day of the next applicable billing cycle.

d) An approved suspension must be for a minimum period of four (4) weeks and a maximum period of eight (8) weeks.

e) The Responsible Person must provide a valid reason and reasonable supporting evidence for the requested suspension, including:

i) a medical certificate specifying the relevant dates where suspension is requested due to illness, injury or another medical reason; or

ii) travel documentation specifying the relevant dates where suspension is requested due to an extended absence or holiday.

f) A suspension is not effective unless and until United Swimming has approved the request and issued written confirmation specifying the commencement and end dates of the suspension.

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 Participant is unable to attend their regular lesson, the Responsible Person may mark the Participant absent through the United Swimming Member's Portal.

b) Makeup Lesson bookings are available through the United Swimming Member's Portal and are subject to availability.

c) The Responsible Person must mark the Participant absent through the Member's Portal at least four (4) hours before the Participant's scheduled lesson. This allows the vacated place to become available for another Participant seeking to book a Makeup Lesson.

d) Where an eligible absence is recorded at least four (4) hours before the Participant's scheduled lesson, a Makeup Lesson Voucher will be issued to the Participant's Member's Portal account.

e) Makeup Lessons are subject to availability, may be booked a maximum of seven (7) days in advance and expire eight (8) weeks from the date of the original missed lesson.

f) Before confirming a Makeup Lesson booking, the Responsible Person must ensure that the selected date, time and location are suitable and that the Participant is reasonably expected to attend.

g) Makeup Lesson entitlements are limited to twelve (12) per Participant per calendar year, from 1 January to 31 December. This limit applies to eligible absences for personal reasons, family holidays and illness, subject to clause 11.

h) Once a Makeup Lesson has been booked, the booking cannot be cancelled, changed, rescheduled or transferred to another lesson. If the Participant does not attend the booked Makeup Lesson, the applicable Makeup Lesson Voucher will be treated as used and will not be reissued.

i) Makeup Lesson Vouchers are personal to the Participant to whom they are issued and cannot be transferred to another person.

j) A Participant must remain actively enrolled in an eligible United Swimming program in order to book and attend a Makeup Lesson. All unused Makeup Lesson Vouchers become void when the Participant's enrolment ends.

k) Makeup Lesson Vouchers have no cash value and no refund or account credit will be provided in lieu of an unused or expired Makeup Lesson Voucher.

l) Makeup Lessons and Makeup Lesson Vouchers are not available for Private Lessons, Holiday Intensive Program, Squad Form Correction Lessons or the Squad Program (Performance Pathway).

11. **Additional Makeup Lesson Vouchers for Medical**

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Reasons

a) Once all twelve (12) available Makeup Lesson Vouchers have been used for a calendar year, United Swimming management may consider issuing additional Makeup Lesson Vouchers to a Participant on medical grounds upon receipt of an application supported by a valid medical certificate. Applications must be submitted by email to info@unitedswimming.com.

12. **Private Lessons**

a) Private lessons must be booked through United Swimming management and are subject to availability.

b) Fees paid for a private lesson are non-refundable where the Responsible Person or Participant cancels or does not attend the booked lesson, except where otherwise required by law.

c) Makeup Lessons are not available for missed or cancelled private lessons.

13. **Bookings for Holiday Intensive Programs**

a) Holiday Intensive Programs are separate programs from a Participant's regular ongoing United Swimming enrolment and require a separate booking.

b) Full payment is required at the time of booking a Holiday Intensive Program unless otherwise agreed by United Swimming in writing.

c) A Participant's regular weekly lessons and ongoing enrolment continue independently of any Holiday Intensive Program booking.

d) Regular weekly lessons, lesson fees, credits or makeup lesson vouchers cannot be transferred to, substituted for, or applied towards a Holiday Intensive Program booking unless expressly approved by United Swimming in writing.

e) If a Participant will not attend their regular weekly lesson while participating in a Holiday Intensive Program, the Responsible Person must mark the Participant absent in accordance with the Makeup Lesson Policy if they wish to receive an eligible Makeup Lesson Voucher.

f) Makeup Lessons, credits or refunds will not be provided for lessons missed or cancelled within a Holiday Intensive Program, except where otherwise required by law.

14. **Limitation of Liability**

a) Nothing in these Terms & Conditions excludes, restricts or modifies any consumer guarantee, right, remedy or liability that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or any other applicable law.

b) To the maximum extent permitted by law, United Swimming, its employees, contractors and agents will not be liable for loss, theft of or damage to personal property brought into a United Swimming facility, except to the extent that such loss or damage results from an act or omission for which liability cannot lawfully be excluded.

c) Participation in swimming and aquatic activities involves inherent risks. The Responsible Person acknowledges those inherent risks and must ensure that each Participant follows all reasonable safety instructions given by United Swimming staff.

d) Nothing in these Terms & Conditions is intended to exclude or limit United Swimming's liability for death, personal injury, illness, loss or damage to the extent that such liability cannot lawfully be excluded or limited.

e) The Responsible Person must ensure that they and each Participant for whom they are responsible use pool facilities and equipment appropriately and comply with all reasonable safety instructions provided by United Swimming.

f) If the Responsible Person or Participant is uncertain about the safe use of any facility or equipment, they must seek assistance from United Swimming staff before using it.

15. **Active Kids Vouchers**

a) Active Kids Vouchers can be utilised at United Swimming for Learn to Swim and Squad Programs.

b) Please refer to the Active Kids 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 over three (3) years of age while in the pool. United Swimming swim caps are available for purchase from the Centre Manager upon request.

b) Participants are only permitted to enter the water during their allocated lesson or training time, unless otherwise authorised by United Swimming staff.

c) All children who are not toilet trained are required to wear aqua nappies at all times while in the pool.

d) All children who are toilet trained must use the toilet before entering the pool.

e) United Swimming aims to maintain pool temperatures as consistently as reasonably practicable. However, water temperature may fluctuate due to air temperature, seasonal conditions and other operational factors.

f) Participants with open wounds, sores or infections must not enter the pool.

g) Pool depth varies between United Swimming facilities. Diving is not permitted unless expressly permitted and supervised by United Swimming staff.

h) Pool decks may become slippery when wet. Running is not permitted in the pool area.

i) Food and glass bottles are not permitted in the pool area.

18. **Physical Condition**

a) The Responsible Person is responsible for determining whether they and each Participant for whom they are responsible are physically capable of safely participating in United Swimming programs and using United Swimming facilities.

b) The Responsible Person must notify United Swimming in writing of any medical condition, illness, injury, disability or other circumstance that may reasonably affect a Participant's ability to participate safely in a United Swimming program or may present a risk to the health or safety of the Participant or any other person.

c) The Responsible Person must notify United Swimming as soon as reasonably practicable if they become aware of any change in a Participant's medical or physical condition that may affect the Participant's safe participation in a United Swimming program.

d) The Responsible Person represents, to the best of their knowledge, that each Participant is physically capable of participating in the relevant United Swimming program, subject to any medical condition or other relevant information disclosed to United Swimming.

e) United Swimming staff are not medical practitioners and cannot provide medical advice or determine whether a Participant is medically fit to participate in swimming or aquatic activities. Where there is any uncertainty regarding a Participant's ability to participate safely, the Responsible Person should obtain appropriate medical advice before the Participant commences or continues participation.

f) United Swimming may reasonably request medical clearance or other appropriate information before permitting a Participant to commence, resume or continue participation where United Swimming has reasonable concerns regarding the Participant's health or safety.

g) The Responsible Person or Participant must not enter or use United Swimming facilities while suffering from a contagious or infectious illness or any condition, including open wounds, abrasions, sores or infections, where participation may reasonably present a risk to the health or safety of the Participant or other facility users.

h) The Responsible Person must comply, and must ensure that each Participant for whom they are responsible complies, with any reasonable health and safety direction given by United Swimming.

19. **Behaviour Management**

a) United Swimming aims to maintain a safe, respectful and appropriately controlled learning environment. United Swimming staff will communicate behavioural and safety expectations to Participants in a clear, respectful and age-appropriate manner.

b) Where a Participant engages in inappropriate, disruptive or unsafe behaviour, United Swimming staff may take reasonable steps to manage the behaviour, including providing verbal instructions or warnings, temporarily removing the Participant from an activity or lesson, or requesting that the Responsible Person collect the Participant.

c) Where behaviour is serious, persistent or presents a risk to the health or safety of any person, United Swimming may take further action in accordance with clauses 21 and 22.

20. **No External Training Policy**

a) This clause applies to Participants enrolled in United Swimming's Squad Programs where United Swimming has advised that coordinated coaching and training are requirements of the applicable pathway.

b) Participants to whom this clause applies are expected to follow the training program and technical direction provided by United Swimming coaches.

c) A Participant must not undertake external private swimming coaching, squad training or another swimming training program that may materially interfere with or conflict with the Participant's United Swimming training program without first obtaining approval from United Swimming's coaching or management team.

d) This clause does not prevent a Participant from participating in school swimming, representative swimming, competitions or other activities approved by United Swimming.

e) Where United Swimming reasonably considers that external training is materially interfering with a Participant's United Swimming training program, development, safety or competitive preparation, United Swimming may require the Responsible Person and Participant to discuss and resolve the training arrangement.

f) A serious or repeated breach of this clause after reasonable notice may constitute grounds for termination of the Participant's Squad enrolment in accordance with clause 21.

21. **Expulsion of Participant and Termination of Enrolment**

a) United Swimming may suspend or terminate an enrolment with immediate effect where the Responsible Person or Participant:

i) engages in conduct that United Swimming reasonably considers presents a serious risk to the health or safety of any person;

ii) threatens, harasses, abuses or engages in serious inappropriate conduct towards another Participant, parent, employee, contractor, agent or other user of a United Swimming facility;

iii) intentionally or recklessly damages United Swimming property;

iv) engages in illegal conduct at a United Swimming facility;

v) uses illegal or prohibited performance-enhancing substances in connection with participation in a United Swimming program; or

vi) commits a serious or material breach of these Terms & Conditions that, having regard to the circumstances, reasonably justifies immediate termination.

b) Where a breach is capable of being remedied and does not present an immediate safety or serious operational risk, United Swimming may provide the Responsible Person with a reasonable opportunity to remedy the breach before terminating the enrolment.

c) United Swimming may suspend or terminate an enrolment where fees or other amounts properly payable under these Terms & Conditions remain unpaid after United Swimming has made reasonable attempts to obtain payment.

d) United Swimming may terminate an enrolment where it reasonably determines that it can no longer safely or reasonably provide the relevant program or service to the Participant. Where reasonably practicable, United Swimming will first consider whether a suitable alternative program, class or arrangement is available.

e) United Swimming will notify the Responsible Person in writing of a termination and the effective termination date, except where immediate action is reasonably necessary for safety or other serious circumstances.

f) Where enrolment is terminated because of a serious or material breach by the Responsible Person or Participant, any entitlement to a refund or credit for prepaid amounts will be determined having regard to the circumstances and applicable law.

g) Where United Swimming terminates an enrolment for operational reasons unrelated to any breach by the Responsible Person or Participant, United Swimming will refund or credit any fees paid in advance for lessons occurring after the effective termination date.

h) Termination does not affect any outstanding amount properly due and payable to United Swimming as at the effective termination date.

22. **Conduct**

a) The Responsible Person and all Participants for whom the Responsible Person is responsible must comply with all reasonable directions given by United Swimming staff and all applicable notices, rules and safety requirements displayed or communicated by United Swimming. Participants must not misuse or abuse United Swimming equipment or facilities.

b) The Responsible Person is responsible for, and agrees to reimburse United Swimming for, any reasonable cost of repairing or replacing United Swimming property wilfully or negligently damaged by the Responsible Person, a Participant for whom they are responsible, or a person invited into a United Swimming facility by the Responsible Person or Participant.

c) The Responsible Person and Participants must not engage in threatening, abusive, discriminatory, seriously offensive, intimidating or persistently disruptive behaviour towards United Swimming staff, contractors, agents, Participants, parents or other facility users. United Swimming may take reasonable action in response to such conduct, including issuing a warning, requiring a person to leave the facility, suspending participation or terminating enrolment under clause 21. Serious conduct may result in immediate termination without a prior warning.

d) All Participants must wear suitable swimming attire when

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using United Swimming facilities.

e) Participants must comply with all safety requirements and acknowledge that participation in aquatic activities involves inherent risks. Nothing in this clause excludes or limits any liability that cannot lawfully be excluded or limited.

f) The Responsible Person must not, and must ensure that Participants for whom they are responsible do not, run in areas surrounding the pool or dive or jump into the pool except where expressly permitted and supervised by United Swimming staff.

23. **Other:**

a) Vehicles parked at or near United Swimming facilities are parked at the vehicle owner's or user's risk. To the maximum extent permitted by law, United Swimming accepts no liability for loss of or damage to a vehicle or its contents except to the extent that such liability cannot lawfully be excluded.

b) Items left at a United Swimming facility and not claimed within one (1) month may be disposed of or donated to charity. Where a Responsible Person requests that a recovered item be posted or delivered, United Swimming may require the Responsible Person to pay the reasonable costs of postage or delivery.

c) All facilities operated by United Swimming are non-smoking and alcohol-free. A serious or repeated breach of this requirement may result in the Participant's enrolment being suspended or terminated in accordance with clause 21.

d) Enrolment is personal to the Participant and cannot be transferred to another person.

e) Where United Swimming is required to provide written notice to a Responsible Person under these Terms & Conditions, United Swimming may send the notice using the contact details recorded in the Responsible Person's membership account or any updated contact details subsequently provided to United Swimming. The Responsible Person is responsible for promptly notifying United Swimming of any change to their contact details.

f) Unless otherwise required by law, a written notice sent by United Swimming in accordance with clause 23(e) will be deemed to have been received two (2) days after dispatch.

g) Where these Terms & Conditions permit United Swimming to provide notice other than in writing, notice may be provided through the United Swimming Member's Portal, website, signage displayed at a United Swimming facility, email, text message or another reasonable method of communication.

h) Where the Responsible Person is required to provide written notice to United Swimming under these Terms & Conditions, the notice must be provided to United Swimming management by email, an applicable United Swimming form or another method expressly approved by United Swimming.

24. **Photography and Video Recording by Members and Visitors**

a) To protect the privacy and safety of Participants, photography, filming or video recording by members, parents, guardians, Participants or visitors is not permitted within United Swimming facilities without prior authorisation from United Swimming management.

b) United Swimming may impose conditions on any authorised photography or recording and may withdraw permission where reasonably necessary to protect the privacy, safety or welfare of Participants or facility users.

c) This clause relates to photography and recording by members and visitors. Photography or recording undertaken or authorised by United Swimming is governed by clause 25 and United Swimming's applicable privacy and media consent arrangements.

25. **Privacy and Media Consent**

a) United Swimming collects, holds, uses and discloses personal information in accordance with applicable privacy laws and United Swimming's Privacy Policy.

b) The Responsible Person acknowledges that United Swimming may collect personal information concerning the Responsible Person and Participants where reasonably necessary for United Swimming's functions and activities, including enrolment administration, billing, communication, program delivery, safety, health and welfare.

c) The Responsible Person must provide United Swimming with accurate information reasonably required for the safe and effective participation of a Participant in United Swimming programs.

d) United Swimming may use or disclose personal information where reasonably necessary for the health, safety, care or welfare of a Participant, or where otherwise authorised or required by law.

e) United Swimming may photograph or record Participants for operational, instructional, safety or internal purposes where permitted by law and in accordance with United Swimming's Privacy Policy.

f) The use of identifiable photographs or video recordings of a Participant for advertising, promotional, social media or other external marketing purposes will be subject to United Swimming's applicable media consent arrangements.

g) The Responsible Person acknowledges that they have been provided with access to, or an opportunity to review, United Swimming's Privacy Policy.

26. **Feedback and Complaints**

a) Responsible Persons and Participants are encouraged to raise any concerns, feedback or complaints regarding United Swimming programs or services with the Centre Manager or Supervisor in the first instance.

b) Where a matter cannot be appropriately resolved at centre level, or where the matter is of a serious nature, the Responsible Person may submit the matter in writing to United Swimming management.

c) United Swimming will consider complaints in good faith and may request further information reasonably necessary to investigate or respond to the matter.

27. **General**

a) By proceeding with enrolment, the Responsible Person acknowledges that they have read, understood and agree to comply with these Terms & Conditions and must take reasonable steps to ensure that each Participant for whom they are responsible also complies with them.

b) These Terms & Conditions form the agreement between United Swimming and the Responsible Person and, where applicable, the Participant in relation to the relevant enrolment.

c) Where a Participant is under eighteen (18) years of age, the Responsible Person enters into the agreement with United Swimming on behalf of and in respect of that Participant.

d) These Terms & Conditions, together with any documents expressly incorporated into them, constitute the agreement relating to the Participant's enrolment. No representation or statement made by an employee, instructor, coach or other representative of United Swimming varies these Terms & Conditions unless the variation is confirmed or authorised by United Swimming in writing.

e) If any provision of these Terms & Conditions is held to be invalid, illegal or unenforceable, that provision will be read down to the extent necessary or, if it cannot be read down, severed without affecting the remaining provisions.

f) A failure or delay by United Swimming in exercising a right under these Terms & Conditions does not constitute a waiver of that right.

g) Nothing in these Terms & Conditions excludes, restricts or modifies any right, guarantee, remedy or liability that cannot lawfully be excluded, restricted or modified.

h) These Terms & Conditions and the agreement arising from an enrolment are governed by the laws of New South Wales, Australia. The parties submit to the jurisdiction of the courts of New South Wales and any courts having appellate jurisdiction from them.

i) By agreeing to these Terms & Conditions, the Responsible Person expressly acknowledges and agrees that, if an amount properly payable to United Swimming remains unpaid and is referred for external recovery, the Responsible Person may be liable for the reasonable recovery costs described in clause 3(f).

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