

## Swim Lessons and Adult Fitness

### The Terms and Conditions of the Swim School are:

**DEFINITIONS** – in these Terms & Conditions: You and Your means you and every Student whom you add to your online Swim School account; Student or Member means any person registered on a Swim School Account; Terms & Conditions means these terms and conditions, and displayed at the Swim School and on the Swim School's website; Rules means any rule, declaration or direction that the Swim School may lawfully make or give which may be posted by notice in or around the Swim School's premises or web site, published in Swim School notices or newsletters, or given verbally; Fees means amounts payable by the customer inclusive of Goods and Services Taxes; Swim School, Our or Us means Aqua Sports Pty Ltd 078 971 945 trading as Terrey Hills Swim School and its directors, agents, employees and contractors.

**AGREED TERMS & CONDITIONS** – By being a Swim School Member you expressly agree for yourself and on behalf of all Students on your Swim School account to comply with the Terms & Conditions. Each and every time you enter the Swim School's premises you reaffirm your acceptance of the Terms & Conditions and all of the obligations, limitations and indemnities contained in them.

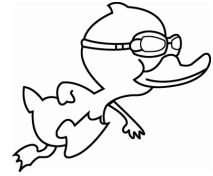
**SWIM SCHOOL ACCOUNTS** – To utilise the programs, services or facilities of the Swim School you are required to create an account into which you may register yourself and other Members of your family as students. To open an account you must be legally authorised to enter into a contract which will bind you and any other student on your account to the published terms and conditions of the Swim School.

**CLASSES** - A Class consists of participation in one of the following:

**Monthly Group Class Bookings** - for customers who wish to book into monthly group Classes at the Swim School and who wish to remain booked until they advise THSS that they wish to withdraw from these Classes.

Swim School Members may at their request be booked into one or more additional group classes per week. Members who are booked into multiple Monthly Group Classes per week may be offered those additional Monthly Group Class Bookings at a discounted rate which will be published with all other Class fees. Additional Monthly Group Class Bookings apply the same process and payment changes as a single Monthly Group Class Booking.

Payment for Monthly Group Class Bookings is strictly via an approved direct debit from a personal bank account or credit card facility. Swim School Members with Monthly Group Class Bookings authorise Terrey Hills Swim School to store the details of their nominated payment method in a secure location and take payment from the nominated payment method in accordance with these Terms and Conditions.



**School Holiday Class Bookings** – for customers who wish to register into Group School Holiday Classes at the Swim School for a specific school holiday. Payment for School Holiday Class Bookings is at the time of Booking by cash, cheque, credit card or debit card.

**Private Lesson Class Bookings** - for customers who wish to register into a Class consisting of Private lessons that have been specifically tailored to their time requirements. Payment for Private Lesson Class Bookings is at the time of Booking by cash, cheque, credit card or debit card.

**ACCESS TO FACILITIES** - Booking for a Class provides you with access to and an entitlement to use the Swim School's premises and facilities for the purpose of the relevant Class. We reserve the right to restrict access to the Swim School's premises or any of the Swim School's facilities at any time for reason of safety or during a period of refurbishment, maintenance or repair.

**PARTICIPATION IN CLASS** - To participate in a Class you must be a financial Member of the Swim School and be Booked into a Class at the Swim School or hold a Pass Plan with Valid Entries for the Class.

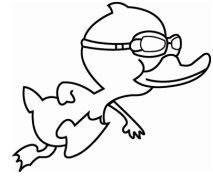
**SWIMMING ASSESSMENTS** - Reception will advise you if an assessment is required before you can register into a Class. If an assessment is required you must complete a Registration Form and book an assessment time with Reception.

**CLASS FEE PAYMENTS** - The Class Fee is payable in advance for each Class into which you register. The payment schedule for each class is as follows:

**Swim School Class Bookings** – The Monthly Group Class Booking fee for a student is payable on the third Monday of each month for the next month's lessons. Each payment is calculated to reflect the total number of available swims for the following month in accordance with the current published Annual Class Bookings Calendar applicable to your Class Booking. *Closures of the pool for maintenance or public holidays are accommodated in the monthly calculation and no fees are payable in such instances.* Payment dates are shown on the Swim School's Annual Class Bookings calendar which can be seen by clicking [here](#). Swim School Members may only make payment via an approved direct debit from a personal bank account or debit/credit card facility.

**Monthly Group Class Booking renewals** – Swim School Members will automatically retain their monthly Membership every month immediately after their direct debit payment has been received. By remaining continuously financial through this process, Swim School Members automatically retain their Monthly Group Class Booking until such time as they withdraw from their Monthly Group Class Booking/s or become unfinancial.

A full calendar of the Swim School's Annual Class Bookings availability and payment timetable can be found by clicking [here](#).



**SWIM SCHOOL MONTHLY MEMBERSHIPS COMMENCING OUTSIDE OF A MONTH** - If the customer registers into a Swim School Class Booking after the due date of the payment for that month, then the first payment is due at the time of joining. This payment will be pro-rata based on how many classes the new Member/s will be scheduled for in the remaining portion of that month.

**SCHOOL HOLIDAY CLASS BOOKINGS** – this program is available to customers who wish to register into a published Group School Holiday Class at the Swim School for a specific school holiday. School Holiday registrants may make their payment via an approved direct debit from a personal bank account or debit/credit card facility, or via cheque or cash prior to the published School Holiday period commencing. There is no pro-rata facility or refunds for non attendance;

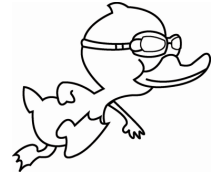
**ASSESSMENTS** – Apply to all new Members over the age of three years so that the Swim School may assess their swimming ability and recommend the most appropriate form of development to you. After their assessment, the customer may then choose to register students and book them into available classes.

**PRIVATE LESSON CLASS BOOKINGS** – is for customers who wish to register into a Class of Private lessons that have been specifically tailored to their time requirements. Private Lesson customers may make their payment via an approved direct debit from a personal bank account or debit/credit card facility or via cheque or cash prior to their private lessons commencing. There is no pro-rata facility or refunds for non-attendance.

**CLASS FEES** - The Class fees will be published at Reception and on the Swim School Web Site from time to time. Click [here](#) to view class fees.

**CANCELLATION OF MONTHLY SWIM SCHOOL CLASS BOOKINGS** - if, after the withdrawal from a Class the Student is no longer registered into any Class, then the Swim School Monthly Class Bookings is cancelled and all monthly payments not due as at the date of withdrawal will be cancelled. All cancellations are required to be lodged in writing using the published **withdrawal request form**. This must be submitted no less than 2 business day's before the third Monday of the month for that withdrawal to take effect prior to the deduction of the next monthly payment, on the third Monday of every month. Withdrawals received after this deadline will be processed in the following month and any amounts paid by the customer for that month will be forfeited.

**WITHDRAWAL FEES** - There are **NO** charges or withdrawal fees for Swim School Members. However, there are no credits or refunds issued to any Swim School Member who withdraws from their Monthly Class Booking between the date that withdrawal form is received and the next due date of the monthly payment. Swim School Monthly Class Booking Members may continue to swim for the remainder of the month on the days they have been scheduled at which time their Monthly Class Bookings and all associated rights conclude. Any Member wishing to cancel their Monthly Class Bookings must do so by providing the Swim School with the completed **Withdrawal Request Form**.



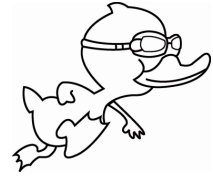
**FEES FOR CHANGING CLASS** - Any Swim School monthly Member wishing to change their allocated registered class during their Monthly Class Bookings (but not increase or decrease their arrangements) may do so by providing the Swim School with the completed **Withdrawal Request Form** (because they are withdrawing from their current arrangements and selecting another).

A Member wishing to change their allocated registered class day and / or time from a current registered arrangement to a proposed registered arrangement all within the same level of Membership shall be liable for any **Change of Class fee advertised.**

Any Member wishing to withdraw from or cancel their Monthly Class Bookings may do so by providing the Swim School with the completed **Withdrawal Request Form**. On receipt of the completed form THSS will withdraw the Member from the requested Class **as from the next monthly payment.** Click **here** to view current FEE Charges.

**MONTHLY GROUP CLASS BOOKING DEEMED RENEWAL** - Monthly Group Class Bookings are subject to a deemed booking renewal provision. On the date of payment of the Monthly Group Class Booking fee for the month, THSS will where possible receipt your direct debit payment and notify you by email. This notification may include the following advices: Monthly Group Class Booking period, Monthly Group Class Bookings expiry date, Date of next monthly payment, increased or decreased Monthly Group Class Bookings, booking fees applicable if the booking is renewed, any issue regarding financial Membership, and changes to Membership T&C's. The material will also contain the THSS web site address which will allow the Members who access it to research any further information, terms and conditions or contact details.

The customer will have up to 2 business days prior to the next scheduled payment date to submit a completed **Withdrawal Request Form** if they do not wish their Monthly Group Class Booking to be renewed automatically for the following month. On the third Monday of the month the Monthly Group Class Booking will be renewed for the following month and the monthly payment for the renewed monthly booking will be due and will be taken by THSS as per the due date published. On their initial registration and payment for a Monthly Group Class Booking, the customer has a fourteen day "Cooling Off" period commencing from the date of the fee payment during which time they may cancel their Swim School Membership without penalty and any fees paid will be returned. On expiry of the "Cooling Off" period the Swim School Member may be both emailed and hard copy posted notification that their monthly Membership has been renewed and that their Class days and times are unchanged. A "cooling off" period will be deemed to have been waived by the Member if the Swim School Member uses the Swim School to participate in their chosen level of Membership during the "cooling off" period. No "cooling off" period applies to a Member who is part of a Swim School Account with other Members that have had a Monthly Group Class Booking for longer than three months. No "cooling off" period applies to a Swim School Member who re-books into a Monthly Group Class within three months of having previously withdrawn their Membership.



**PUBLIC HOLIDAYS** – in instances where the time and date of your scheduled class is affected by a public holiday closure of the Swim School, the Swim School will recalculate the amount of available swims and reduce your monthly payment accordingly. This calculation will be done at the beginning of the month and usually prior to the Public Holiday occurring, so your payment will be at a reduced rate in that month. There are no provisions for “make-up” classes in any other instance.

To view public holidays, click [here](#) for the Swim School Calendar.

**CLASS FEE CREDITS** - Any credit that is awarded to the family account at any time may be utilized to purchase Membership at THSS for any Member of the Family Account. Class fee Credits cannot be converted into refunds at any stage.

**CLASS MAKEUP LESSONS** – Other than for **unscheduled** closures of the Swim School that directly affects your class, no Makeup Lessons are provided for scheduled Monthly Group classes in your Class that you miss for any reason.

**PASS PLAN** – is for customers who wish to attend program sessions but who do not wish to register into a specific class. Pass Plan holders enjoy the flexibility to attend a nominated program or adult class on a more casual basis by paying upfront. Pass Plans may only apply to the following nominated programs:

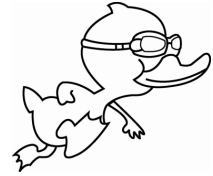
- Adult Squad\*
- Adult Fitness\*
- Public Swimming
- Crèche
- Flippa Ball

*\*Customers may elect to pay via monthly deduction from a direct debit or credit card for these particular programs instead of paying upfront.*

Pass Plan customers may make their payment via an approved direct debit from a personal bank account or debit/credit card facility, or via cheque or cash prior to be issued their Pass Plan Card. There is no pro-rata facility;

**PASS PLANS** – a Pass Plan entitles you to entry into a number of classes in a specified Class if it is a Program Pass Plan, or to a number of entries to specified facilities at the Swim School if it is a Facility Pass Plan. Click [here](#) to view class fees.

Customers other than Swim School Members will have to provide their nominated method of payment immediately prior to commencing their registered program so that they may purchase a Pass Plan.



**PROGRAM PASS PLAN** - a Program Pass Plan entitles you to casual entry in Swim School classes, subject to a space being available in a class after entry in to the class by all people registered for a Class that includes that class. Registration in a class provides you with access to and an entitlement to use the Swim School's premises and facilities for the purpose of the relevant class. Click [here](#) to view class fees.

**FACILITY PASS PLAN** – a Facility Pass Plan entitles you to casual entry into the Swim School's premises to use the Swim School's facilities for the purpose of your own fitness program. As a Facility Pass Plan holder you agree and acknowledge that the Swim School does not supervise your use of the Swim School's facilities, that you are responsible for familiarising yourself with the Swim School's facilities that you use, and that you must ask for assistance from a Member of the Swim School staff if you are unfamiliar with any of the Swim School's facilities that you intend to use. As a Facility Pass Plan holder you expressly agree and acknowledge that you use the Swim School's facilities at your own risk and you indemnify the Swim School against any liabilities of any nature that arise from your use of the Swim School's facilities. Click [here](#) to view class fees.

**PASS PLAN ACCESS TO PREMISES AND FACILITIES** - We reserve the right to restrict access to the Swim School's premises or any of the Swim School's facilities at any time for reason of safety or during a period of refurbishment, maintenance or repair.

**PASS PLAN VALID ENTRY** – all Pass Plans have a specific number of Valid Entries which is the number of times the Pass Plan holder may use the Pass Plan in relation to the program stated on the Pass Plan.

**PASS PLAN VALIDITY PERIOD** – all Pass Plans are issued for a specific period. The Pass Plan holder must use all of the Valid Entries during the Validity Period. Unused Valid Entries remaining after the expiry of the Validity Period cannot be used and do not entitle the Pass Plan holder to a refund of any fees paid.

**PASS PLAN TRANSFER, CANCELLATION & RETURN** - Pass Plans are not transferable between individuals. You cannot cancel or return a Pass Plan. If your Membership of the Swim School is cancelled for whatever reason all Pass Plans you hold are also cancelled, and you are not entitled to any refund of fees.

**PASS PLAN EXCHANGE** - You may exchange your current Pass Plan for another current Pass Plan of equal or greater value. Any difference in the value of the new Pass Plan over the value of the traded Pass Plan must be paid at the time of the exchange.

**PASS PLAN FEES** - the Pass Plan Fee is payable at the time of purchase of the Pass Plan. The Pass Plan Fees are detailed in the current Swimming Fees brochure available at Reception.



**CRECHE PASS PLAN:** a Crèche Pass Plan entitles Swim School Members and Pass Plan holders who are using the Swim School Facilities at that time to book a place in the Swim School's crèche. Crèche Pass plans must be paid for in advance but do not guarantee available spots on every occasion. Once the quantum of allocated crèche spots has been exhausted, no further children can be accepted until a child is collected from the crèche. The maximum amount of time a child may be left in a crèche by their carer is equal to the amount of class or program time used by other family plus 30 minutes.

There are no credits for any unused portions of a crèche Pass Plan.

**OTHER CRECHE RULES** – The use of the Creche should be considered by Members to be another class provided by the Swim School. As such, all rules applying to Membership, increasing, decreasing attendances, withdrawals, fees, credits and the like apply equally to the Creche program and should be read in accordance with those rules and all other terms and conditions described herewith.

**SAFETY** - Every Member of Swim School and all other people that accompany Members of the Swim School accept that all activities they participate in while at the Swim School are recreational activities. While at the Swim School you are totally responsible and liable for your own safety, and the safety of all other people present at the Swim School.

**PROTECTION OF CHILDREN** - While at the Swim School premises adults are totally responsible for the safety of all children who are in their care, and accompany them to the Swim School's premises. A responsible adult must accompany children under 16 years of age of the same gender as the child into change rooms. You are responsible for warning your children of the need to be aware of their safety.

**RISK WARNING** - It is your responsibility to ensure that you correctly operate or use any facilities and/or equipment provided by the Swim School, including the adjustment of levels or settings on equipment and/or the checking of pool depths and temperatures. If you are in any doubt as to how to correctly operate any equipment you should consult a Member of staff before you use it.

**MEDICAL EMERGENCY** – By completing this Swim School Class Bookings Registration you provide consent for the Swim School, at their absolute discretion, to call an ambulance to convey you to the nearest medical centre at your expense.

**YOUR PHYSICAL CONDITION** - You warrant and represent on the date of this Application, and repeat such warranty and representation each time You or those in your care use our facilities, that You or those in your care are in good physical condition and that You or those in your care know of no medical or other reason why You or those in your care are not capable of engaging in active or passive exercise and that such exercise would not be detrimental to Your health, safety, comfort or physical condition or detrimental to those in your care. You have expressly agreed and acknowledge that Swim School staff are not medically trained and are therefore not



qualified to assess whether you or those in your care are in good physical condition and/or that you or those in your care can engage in active or passive exercise without detriment to your health, safety, comfort or physical condition or may be detrimental to those in your care. You must obtain expert advice, including medical advice, prior to you or those in your care commencing any exercise program. You or those in your care must not use any Swim School facilities while suffering from any infections or contagious illness, disease or other ailment or while suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to other users of our facilities.

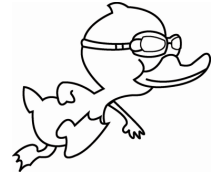
**DAMAGES/PERSONAL INJURY** - While you or those in your care are on our premises you may suffer injuries including broken bones, soft tissue injuries and joint injuries. These injuries may occur as a result of slipping on wet flooring, weights striking you, or collisions with equipment or other Members. It is your obligation to use all care whilst within the Swim School's premises.

**RULES** – in consideration of the granting of Swim School Membership to your joining the Swim School or a Pass Plan enabling you to use the Swim School's facilities that you agree that you and all people/children for whom you are responsible and who have accompanied you to the Swim School's premises, will at all times comply with the Rules, Terms and Conditions of the Swim School.

**LIMITATION OF LIABILITY** - In consideration of the grant of a Pass Plan or Class Bookings of the Swim School to you entitling you to engage in fitness activities at the Swim School's premises, you hereby release and forever discharge Us from all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising that you may have had but for this release arising from or in connection with your involvement in fitness activities at, or being on, the Swim School's premises. You jointly and severally indemnify the Swim School to the extent permitted by law in respect to such actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising, whether as a result of or in connection with your involvement in fitness activities at, or being on, the Swim School's premises, or otherwise, and whether caused or contributed to, directly or indirectly, by any act of negligence to the fullest extent permitted by law, breach of duty, default and/or omission on the part of the Swim School or otherwise.

**RELEASE AND INDEMNITY** - In consideration of the Swim School booking you into a class or program at the Swim School, and for you remaining registered in a class or program, you agree that the Swim School is not, and will not be liable for any loss, damage or theft of any property belonging to, or brought into Swim School's premises by you or anyone in your charge, occurring on the Swim School's premises except where caused by the willful default of the Swim School. Also that Swim School shall not be liable for any death, personal injury or illness occurring upon any Swim School premises or as a result of the use of facilities and / or equipment provided by the Swim School, except to the extent that such death, personal injury or illness arises from the gross negligence of the Swim School.





**CANCELLATION OF SWIM SCHOOL MEMBERSHIP/PASS PLAN** – You expressly agree and acknowledge that the Swim School may cancel your Swim School Membership or pass plan and/or your family account at any time, for any reason, including but not limited to, your unsafe or unacceptable behaviour, or your failure to pay to the Swim School any amounts due, or failure to comply with the Terms & Conditions or Rules, and that the Swim School will not be obliged to provide any reason for the cancellation of your Membership, and that you will not be entitled to any refund of any fees you have paid prior to the date of the cancellation of your Membership nor any associated credits or make up classes.

**PRIVACY STATEMENT AND ACKNOWLEDGMENT** - In the course of establishing your Swim School Membership or Pass Plan and during the term of the Membership or Pass Plan the Swim School will obtain access to certain sections of your personal information (such as information concerning your health and your financial position). The Swim School will only use, disclose or deal with such information in accordance with our **Privacy Policy** which is available at the Swim School's Reception.

**PUBLICATION** – these terms and conditions were last updated on the 20<sup>th</sup> of December 2013 and remain in force until such time as a suitably authorised replacement is dated and published. Terrey Hills Swim School reserves the right to make changes, alterations and amendments to these Terms and Conditions at any time.