

## 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 Limited ACN 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, limitation 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:

**Perpetual Bookings** – Customers who book into Group Classes at the Swim School will remain booked in 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 Group Classes per week may be offered those additional Group Class Bookings at a discounted rate which will be published with all other Class fees. Additional Group Class Bookings apply the same process and payment changes as a single Group Class Booking. Payment for Group Class Bookings is strictly via an approved direct debit from a personal bank account or credit card facility. Swim School Members with 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, credit card or debit card.

**Private Lesson Class Bookings** – are 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, 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 Get started 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 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 Annual Class Bookings Calendar applicable to your Class Booking. Closure 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.

**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 Group Class Booking until such time as they withdraw from their Group Class Booking/s using the published withdrawal request form 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 NSW school holiday. School Holiday registrants may make their payment via a personal bank account or debit/credit card facility 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 3 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 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 a personal bank account or debit/credit card facility or cash prior to their private lessons commencing. There is no pro-rata facility or

refunds for non-attendance. Make-Up classes are offered in an available Group Class of the same level and can be booked via the Parent Portal 24 hours in advance, subject to availability.

CLASS FEES – The Class fees will be published at Reception and on the Swim School web site [Click here to view class fees.](#)

CANCELLATION OF SWIM SCHOOL CLASS BOOKINGS –All cancellations are required to be lodged on-line only using the published withdrawal request form. This must be submitted no less than 2 business days 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 Class Booking between the date that the withdrawal form is received and the next due date of the monthly payment. Swim School Class Booking Members may continue to swim for the remainder of the month on the days they have been scheduled at which time their Class Bookings and all associated rights conclude. Any Member wishing to cancel their Class Bookings must do so by providing the Swim School with the completed Withdrawal Request Form.

FEES FOR CHANGING CLASS – 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.

GROUP CLASS BOOKING DEEMED RENEWAL –On the third Monday of the month the Group Class Booking will be renewed for the following month and the monthly payment for the renewed booking will be due and will be taken by THSS as per the due date published. On their initial registration and payment for a 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. 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 Swim School Member who re-books into a 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. To view public holidays, [click here for the Swim Calendar.](#)

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

CLASS MAKE-UP LESSONS – Non-Attendance needs to be advised via the [Parent Portal](#) at least one hour prior to the commencement of the Schedule Class Booking. A make-up lesson will then be allocated to the account. You will forfeit your make-up lesson if you fail to non-attend via the Parent Portal. Make-Up classes can be booked via the Parent Portal 24 hours in advance subject to class availability. Make-Up classes are available to those Members who are financial and are booked into Group Classes. Make-Up classes are not offered for missed Friday Night Race bookings. In the event of an unscheduled closure of the Swim School that directly affects your class, a make-up will be provided. Make-ups will expire on 30<sup>th</sup> June and 31<sup>st</sup> December each year. Accounts that are cancelled will forfeit all make-ups. If a make-up is booked and cancelled it will be forfeited.

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

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 the crèche by their carer is equal to the amount of class or program time plus 15 minutes. There are no credits for any unused portions of a crèche Pass Plan.

**OTHER CRECHE RULES** – The use of the Crèche 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 use of the Crèche 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 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 the Swim School Get Started form, 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 the 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 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, joint injuries or potentially death. This could occur as a result of slipping on wet flooring 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 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.

**EXCLUSION OF LIABILITY** –To the extent permitted by law and subject to the paragraph entitled 'Conditions and Warranties', 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 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 of 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 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** – To the extent permitted by law and subject to the paragraph entitled 'Conditions and Warranties', 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 wilful default of the Swim School. You also agree that the Swim School shall not be liable for any death, personal injury or illness occurring upon or around any Swim School premises or as result of the use of facilities and/or equipment provided by the Swim School, except to the extent that the Swim School is legally liable for such death, personal injury or illness. **CONDITIONS AND WARRANTIES** – To the extent permitted by the law, the Swim School excludes all conditions, warranties or guarantees express or implied under general law or custom including of merchantability and fitness for a particular purpose, provided nothing in these Terms and Conditions excludes or limits any implied condition, warranty or guarantee the exclusion or limitation of which would contravene any statute or cause any part of these Terms and Conditions to be void or unenforceable, including under Competition and Consumer Act 2010 (Cth) (Non-excludable Condition). To the extent permitted by Law, the Swim School's liability for breach of a Non-excludable Condition is limited at the Swim School's option: a) In the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or b) In the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

**SEVERABILITY** – If any provision contained herein or part thereof is determined to be void or unenforceable in whole or in part by a court of competent jurisdiction, such invalid provision or part thereof shall be deemed not to affect or impair the validity or enforceability of any other provision or part thereof contained herein, all of which remaining provisions or parts thereof shall be and remain in full force and effect.

**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 makeup classes.

**PRIVACY STATEMENT AND ACKNOWLEDGEMENT** – 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 31st July 2023 and remain in force until such time as a suitable 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.