



REGIONAL SWIM CLINICS

SWIM SCHOOL - TERMS AND CONDITIONS

1 INTRODUCTION

- 1.1 By placing an enrolment with **Regional Swim Clinics (ABN 28 380 094 152)** you agree to be bound by these terms and conditions, which form part of the legally binding contract between you and Regional Swim Clinics.

2 GENERAL INFORMATION

- 2.1 Regional Swim Clinics' personnel reserve the right to refuse entry, suspend or cancel an enrolment, or request any person to leave the pool facility premises (the **Facility**) if that person does not behave in a responsible manner, uses abusive language, is under the influence of drugs and/or alcohol or does not adhere to our general conditions of entry as displayed in the Facility's entrance area or on our website.
- 2.2 The centre and surrounding areas are classified as **non-smoking** and you may not smoke in these areas.
- 2.3 Pool lifeguards do a great job of keeping all pools safe. However, for safety, all children must be supervised by an adult or responsible older guardian at all times. Parents are not permitted to leave children under the age of 10 unaccompanied at any time while they are in the Facility, including during a swimming lesson.
- 2.4 Please note that class times may change according to demand. Should your child's class have less than 50% occupancy, we may reschedule to another time.
- 2.5 If you wish to transfer to another class at any time, please contact our personnel. Transfers are dependent upon class numbers and/or class availability and will be at our sole discretion.
- 2.6 Our personnel reserve the right to transfer students at any time to class levels that are appropriate to our curriculum and their skill level.

3 PAYMENT INFORMATION

- 3.1 Enrolment fees must be paid via Paypal or Direct Debit at time of enrolment. Enrolments are only confirmed upon receipt of full payment for the lessons. If for any reason a swimmer is allowed to commence lessons prior to our receipt of full payment then, at the discretion of our personnel, a swimmer may be withdrawn at any time until such fees are fully paid.
- 3.2 Cancellations of lessons can only be requested in writing before the first lesson and refunds or cancellations will not be accepted without extenuating circumstances that will prevent the participant continuing in the program, such as serious illness or injury (medical certificate required), or moving 50 km or more away from our Facility (official

change of address form will be required). All refunds will incur an administration fee and we will only refund up to a maximum of 50% of the enrolment fee if cancellation occurs for any reason within [7] days of the proposed start date of the lessons.

3.3 Regional Swim Clinics does not offer discounts for multiple enrolments per family.

3.4 The enrolment fee covers Regional Swim Clinics' swimming lessons only. Separate payment will need to be made to the facility to cover entry into the Facility and both swimmers and spectators will need to pay entry fees.

4 NON-ATTENDANCE OR MISSED LESSONS

4.1 Missed lessons are not beneficial to a swimmers learning. We want swimmers to attend all allocated lessons for continuity of their development. For this reason we do not permit make-up lessons. General non-attendance or missed lessons will not be refunded.

4.2 Should a situation arise where a swimmers' absence is caused by a serious family related matter after the start of the program and a number of lessons will be missed, a request for refund must be made in writing to Regional Swim Clinics Management, preferably via email to info@regionalswimclinics.com.au, and sufficient evidence of the issue must be provided (to our reasonable satisfaction). All refunds remain solely in our discretion.

5 HEALTH AND HYGIENE INFORMATION

5.1 Contact with contaminated body fluids may cause the facility to close; therefore all infants must wear aqua nappies during lessons.

5.2 Swimmers must not attend swimming lessons if the swimmer has conjunctivitis, open wounds, any gastro viruses, skin infections, rashes, nervous system infections, diarrhoea, cold or serious infections during the infectious stages such as chicken pox or measles. Our personnel may request a swimmer to leave the Facility if any such disease or affliction is witnessed or reasonably suspected by our personnel.

5.3 Lessons will proceed in all weather unless deemed unsafe by our personnel or Facility lifeguards. Regional Swim Clinics reserves the right to cancel lessons due to cold or bad weather and injury or illness to the instructor.

6 INSTRUCTOR AVAILABILITY

6.1 We strive at all times to have the same instructor on the same class throughout a term. However from time to time, instructors may be ill or have personal commitments that prevent them from working. This occurs in all swim schools and work environments.

6.2 On the occasion when the usual instructor is away, another skilled instructor will take the lesson. Please note we are unable to accommodate requests for specific teachers.

7 RE-ENROLMENTS

7.1 Regional Swim Clinics does not automatically carry bookings from term to term. Current enrolled participants are required to re-enrol for the following term.

8 BEFORE, DURING AND AFTER LESSONS

- 8.1 The swimmer needs to be dressed and ready to enter lessons at the commencement of lesson time, including a bathroom visit prior to the lesson. Swimmers should be at poolside a few minutes before the commencement of the lesson.
- 8.2 It is not recommended that the swimmer swim before their lesson.
- 8.3 Parents must remain at the centre while children ages 10 and under are completing lessons, it is important in case of any emergency.
- 8.4 Swimmers must use the change rooms safely and minimise their time in the showers to allow other children access. School age children must use the correct gender change room. Always supervise your children when changing in amenities and leaving the centre.
- 8.5 Parents must allow teachers to reasonably supervise their children during all lessons and should not approach children or teachers during lessons. A suitable time can be arranged with the instructor or our personnel should the parent need to discuss any issues or concerns. To arrange an appropriate time please speak with your instructor at the end of your child's lesson being mindful they may need to start the next lesson or contact us via email: info@regionalswimclinics.com.au or phone: 0438 894 437.

9 BEHAVIOUR INFORMATION

- 9.1 Regional Swim Clinics does not tolerate bad or unsafe behaviour during swimming lesson. We strive to keep our lessons safe and fun for all. If a swimmer misbehaves during the lesson the instructor has the right to give a verbal warning to the swimmer. If the behaviour continues the instructor can sit the swimmer out of an activity or remove the swimmer from the lesson completely.
- 9.2 Our personnel and Facility lifeguards reserve the right to refuse entry, suspend or cancel an enrolment, or request any person to leave the premises if that person does not behave in a responsible manner, uses abusive language, is under the influence of drugs and/or alcohol or does not adhere to the general conditions of entry.
- 9.3 If you have any complaints regarding the disciplinary action taken please contact us via email: info@regionalswimclinics.com.au or phone: 0438 894 437.

10 POOL ENTRY

- 10.1 Children must be accompanied by an adult at all times. Adults must remain in the facility throughout the child's lesson. Parents and carers are encouraged to be spectators to ensure each child feels special.
- 10.2 The enrolment fee covers our swimming lessons only. As noted above, separate payment will need to be made to the facility to cover entry into the facility and both swimmers and spectators will need to pay entry.
- 10.3 All signs posted in the venue should be considered part of the rules and regulations of the venue and therefore must be abided by.

11 PROGRESSION

- 11.1 All swimmers will be assessed during their first lesson in the Regional Swim Clinics' swimming program. If a swimmer is found to be in the wrong level the instructor will notify their guardian and they will be allocated to a more appropriate level.
- 11.2 At the end of the program the Swim Instructor will present swimmers with a certificate of achievement.

12 SWIMMERS WITH SPECIAL NEEDS

- 12.1 Swimmers with special needs or requirements are requested to speak with our personnel during the enrolment process. It is important that we are aware of the swimmers exact needs, so that we can meet these expectations. Please contact us via email: info@regionalswimclinics.com.au or phone: 0438 894 437.

13 MEDICAL RELEASE

- 13.1 You agree that Regional Swim Clinics' swim instructors have the right to obtain medical assistance which they deem necessary should an accident occur, and the swimmer and/or their guardian is required to pay all medical expenses incurred. You agree that Regional Swim Clinics may authorise qualified practitioners to administer anaesthetic if such an eventuality arises.

14 MEDIA RELEASE

- 14.1 Unless notified otherwise by the swimmer and/or their guardian Regional Swim Clinics has the right to use photographs taken of the swimmer during lessons organised by Regional swim Clinics and these photos can be used in all forms of media and in all manner, including electronic media and/or composite representations, for advertising, trade or any lawful purpose. The swimmer and/or their guardian waive any right to inspect or approve the finished product, including written copy that may be created in connection therewith. Please notify in us in writing promptly if you do not wish photographs of your child to be taken.

15 PRIVACY POLICY

- 15.1 All information provided to Regional Swim Clinics by the swimmer and/or their guardian is collected and held in accordance with the provisions of the *Privacy Act 1988 (Cth)*. The information requested and provided is necessary for the services to be provided. Regional Swim Clinics will only use the information provided to facilitate the services. The swimmer and/or guardian have the right to access and alter information that has been supplied. You consent to us sending promotional material regarding the Facility and our services to you. If you do not wish to receive promotional material from Regional Swim Clinics you must contact us via email: info@regionalswimclinics.com.au or phone: 0438 894 437.

16 LIMITATION OF LIABILITY

- 16.1 Our services come with guarantees which cannot be excluded under the *Competition and Consumer Act 2010 (Cth)*. Where these statutory guarantees apply, to the extent to which we are able to do so by law, our liability under those provisions is limited at our option to the supply of our services again or the payment of the cost of having similar services supplied again.

- 16.2 You agree that, to the fullest extent permissible by law, we will not be responsible or liable (whether in contract, tort (including negligence) or otherwise), under any circumstances, for any indirect, special, punitive, exemplary, incidental or consequential losses or damages of any kind arising out of or related to our services or your use thereof.
- 16.3 In the event the limitations of liability contained in this clause are held to be unenforceable for any reason, you agree that the maximum aggregate of our liability to you (or any third party) will not exceed the amount paid for our services pursuant to the applicable enrolment.

17 INDEMNITY

- 17.1 You agree to indemnify, hold harmless and release us against any and all claims, liabilities, injury, loss or damage suffered or incurred, including to any third party, arising from or connected in any way to:
- (a) your breach or non-observance of these terms; or
 - (b) the provision of our services to you.

18 WARRANTY & REPRESENTATION

- 18.1 You warrant and represent that:
- (a) all information provided by you to us is true, accurate and complete in all respects and is not misleading in any way;
 - (b) your use of our services and any special services ordered pursuant to your contract with us will not infringe the rights of any third party in any way, including any intellectual property rights.

19 GENERAL

- 19.1 These terms and conditions are governed by the laws of Western Australia and you submit to the exclusive jurisdiction of the courts of Western Australia.
- 19.2 These terms and conditions, record the entire understanding and agreement between you and us regarding the provision of our services and supersede all prior communications, understandings and agreements.
- 19.3 Except where these terms and conditions expressly state otherwise, we may, in our absolute discretion:
- (a) exercise a right or remedy, including termination, where you are in breach of these terms and conditions;
 - (b) give or refuse consent, approval or permission;
 - (c) decide to determine a matter in any way we consider appropriate; and
 - (d) revoke or change any such prior action.

- 19.4 No rule of construction applies to our disadvantage solely on the basis that we are responsible for the preparation of, or seek to rely on, these terms and conditions or any part of them.
- 19.5 If any part of these terms and conditions becomes void or unenforceable for any reason then that part will be severed with the intent that all remaining parts will continue to have full force and effect.