

La Trobe Swim School Terms and Conditions**1. Registration process**

- 1.1 La Trobe University's sport, health and fitness facilities and services are provided by La Trobe University (ABN 64 804 735 113) through La Trobe Sport (**LTU** or **us** or **we** or **our**).
- 1.2 LTU offers its La Trobe Swim School programs as described on LTU's website at: <https://www.latrobe.edu.au/sport/community-programs/la-trobe-swim-school> (**Swim School**).

Membership

- 1.3 To apply to become a Swim School member and participate in Swim School, applicants must complete and sign a Swim School membership registration form in the form supplied by LTU (**Registration Form**).
- 1.4 By submitting the Registration Form to LTU, you (**you** or **your**) agree to these terms and conditions.
- Upon acceptance of your Registration Form as confirmed by LTU in writing (**membership commencement date**), these terms and conditions together with your Registration Form (collectively, the **Terms**) form an agreement between you and LTU in respect of your Swim School membership (**membership**) and participation in Swim School.
- 1.5 LTU may display rules and conditions concerning entry to and use of our premises, facilities and services (**Rules**). These Rules form part of the Terms. You agree to follow the Rules when attending our premises and using our facilities and services.

Attendees and information

- 1.6 You accept responsibility for all children in your care participating in Swim School as part of the membership (**Attendees**). A reference under these Terms to you includes you and all Attendee(s), and vice versa.

You are responsible for:

- (a) obtaining all necessary information or consents (including any parental or guardian consent) of Attendees required for their participation in Swim School; and
 - (b) ensuring all Attendees' compliance with these Terms.
- 1.7 You must promptly notify La Trobe Sport of any changes to information provided by you in the Registration Form or otherwise in connection with your membership by emailing swimschool@latrobe.edu.au.
- 1.8 LTU may at any time refuse or cancel access to any LTU facilities or services (including your membership) if you or any Attendee fail to comply with any of these Terms.

2. Membership

- 2.1 Your membership is ongoing and cannot be suspended. Your membership continues until cancelled by you or LTU in accordance with the Terms.
- 2.2 Your membership is personal and cannot be transferred to any other person.

Cancellation

- 2.3 You may cancel your membership within 10 business days of your membership commencement date (**cooling off period**) by emailing: swimschool@latrobe.edu.au. We will refund any Swim School fees paid by you, minus the monetary value of any Swim School lessons you attended during the cooling off period.
- After the cooling off period, your membership may only be cancelled or suspended in accordance with the Terms.
- 2.4 Following the cooling off period, you may cancel your membership by providing at least 14 days' prior written notice by emailing swimschool@latrobe.edu.au, in which case:
- (a) you must pay all membership fees up to the effective date of cancellation; and

- (b) the Terms are terminated at the effective date of cancellation.

3. Swim School**Lessons**

- 3.1 Swim School operates during the dates and at the times specified on LTU's website at: <https://www.latrobe.edu.au/sport/community-programs/la-trobe-swim-school>.
- 3.2 Your membership entitles Attendees to attend one Swim School lesson per week. Please email La Trobe Sport at swimschool@latrobe.edu.au or call (03) 9479 2973 to book or change Swim School lessons. La Trobe Sport may consolidate Swim School lessons if they do not reach 75% capacity or higher (LTU will notify you if this occurs).
- You may book additional lessons by paying the applicable fees specified on LTU's website at: <https://www.latrobe.edu.au/sport/community-programs/la-trobe-swim-school>.

Make-up lessons

- 3.3 Each Attendee is entitled to attend one make-up lesson per Victorian State government school term in circumstances where that Attendee has missed a scheduled lesson during that school term due to injury, illness or other circumstances.

Attendees are not entitled to attend any additional make-up lessons for booked lessons they have missed or otherwise cancelled.

Credits (injuries and medical conditions)

- 3.4 You are entitled to have credits applied to your membership for an Attendee to attend up to 2 Swim School lessons per Victorian government school term in circumstances where that Attendee has missed lessons during that school term due to injury or illness. This is subject to you providing La Trobe Sport a medical certificate specifying that the Attendee should not attend Swim School during the period of missed lessons.

Access and facilities

- 3.5 LTU will provide you a membership card that must be scanned at the La Trobe Indoor Sports Centre (**Centre**) reception desk each time you attend LTU for Swim School.

Replacement of lost cards will incur an administration fee of \$10.00, payable to LTU as directed by La Trobe Sport staff.

- 3.6 Attendees may use lockers in the Centre change rooms during Swim School times. Lockers are free of charge for 2 hours on each occasion (longer use may be subject to fees payable to LTU).
- 3.7 During the term of your membership, Attendees (including one parent or guardian for any Attendee that is 12 years of age or under) may swim in the Centre pools without further charge during the Centre's pool operating hours specified on LTU's website at: <https://www.latrobe.edu.au/sport/community-programs/la-trobe-swim-school>.
- 3.8 Attendees wishing to access paid LTU facilities and/or services other than Swim School will need to pay corresponding fees specified by LTU. Access to such facilities and/or services may be subject to separate terms and conditions specified by LTU.

4. Fees

- 4.1 Minimum weekly membership fees are the monetary value of a group class (set out on LTU's website at: <https://www.latrobe.edu.au/sport/community-programs/la-trobe-swim-school>) multiplied by the number of Attendees (**fees**).

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4.2 Fees will not be charged for periods which Swim School does not operate, or in circumstances LTU cancels a scheduled lesson. This includes Victorian public holidays and certain periods of Victorian government school term holidays. Please refer to LTU's website for Swim School dates and times of operation: <https://www.latrobe.edu.au/sport/community-programs/la-trobe-swim-school>.

Direct debit

- 4.3 Swim School fees are payable fortnightly by direct debit. You agree that, in respect of your Swim School fees:
- all billing services will be provided by our third-party biller (Ezidebit Pty Ltd) (**biller**), not LTU, and you will be required to enter into a separate authorisation and direct debit service agreement (or equivalent) with the biller in respect of payment of the fees
 - you authorise our biller to deduct from your nominated account all fees and other charges you are responsible for under these Terms
 - debits will be processed fortnightly on Mondays (or the next business day if a Monday is a public holiday) commencing on your membership commencement date; if your membership commences after a Monday, the first debit will occur on your membership commencement date or the following business day
 - you must ensure your account and payment details are up to date, and must inform us of any changes to these details
 - you must ensure your nominated account has sufficient funds available to honour each payment
 - if a payment cannot be debited due to insufficient funds or any reason other than in the biller's control, an administration and dishonour fee may be charged to you by the biller and added to your next debit amount
 - you authorise our biller to deduct any unpaid arrears outstanding on your account; and
 - your bank or provider may charge you a fee for overdrawing your account if you do not have enough money in your account when payment is due.

5. Safety & supervision

5.1 Any Attendee under 10 years of age must be supervised by a responsible parent or guardian in strict accordance with the Watch Around Water policy found at: <https://lsv.com.au/aquatic-industry-services/watch-around-water> and this clause.

For Attendees 5 years of age and younger, they must be:

- accompanied into the Centre and water by a responsible parent or guardian; and
- supervised by and within an arm's reach of a responsible parent or guardian during recreational play activities.

For Attendees under 10 years of age, they must be:

- accompanied into the Centre by a responsible parent or guardian, and constantly and actively supervised; and
- in clear view of their parent or guardian with no physical or structural barriers between them and their parent or guardian (including mobile phones and electronic devices).

5.2 You acknowledge and agree that La Trobe Staff will not assist with any toileting or change room support of any Attendee, and that Attendees will use toilets that are accessible to members of the public.

6. Medical & behavioural

6.1 You agree to, prior to an Attendee's participation in Swim School, notify La Trobe Sport by emailing swimschool@latrobe.edu.au of any medical or behavioural

conditions of that Attendee that may impact their participation in Swim School.

You take all responsibility to manage such conditions, including administration of associated medications and action plans.

6.2 You agree that in the event of urgent accident, illness, injury or trauma to an Attendee, you authorise LTU to seek emergency medical treatment for that Attendee from a registered medical practitioner, hospital or ambulance, and further agree to indemnify LTU and its personnel against any costs or fees incurred by LTU seeking such emergency medical treatment.

7. General conduct

7.1 You agree to follow any reasonable direction of LTU staff on any health, safety, security or related matters.

7.2 You agree to wear appropriate sporting attire, including appropriate sportswear, swimwear and non-marking footwear (as relevant), when using our facilities.

7.3 You agree to take care to use our facilities and services safely and properly, and to ask our staff if unsure. LTU may require orientation or training to familiarise you with certain facilities or services before use.

We will use reasonable endeavours to ensure all equipment is safe for use and you agree to check your equipment before use and report any safety concerns to us.

7.4 Please do not attend LTU facilities if you have had diarrhoea or had gastroenteritis within the last 48 hours.

7.5 You agree to respect our staff and others at all times. You agree not to behave in an inappropriate, disruptive, harassing, threatening or offensive manner or in any manner that may cause harm or injury.

You agree that we may eject any Attendee from or suspend or terminate their access to LTU's facilities or services at any time for such behaviour.

7.6 You agree not to damage our facilities and equipment. You agree you will be liable to reimburse LTU for any damage to our facilities or equipment caused by your reckless or negligent actions or omissions.

7.7 You must not enter or use our facilities or services under the influence of alcohol or illicit drugs, or medications with a warning label stating strenuous activity is to be avoided (or equivalent).

7.8 Smoking is not permitted in or around LTU facilities. Applicable designated smoking areas are specified on LTU's website at: <https://www.latrobe.edu.au/about/vision/smoke-free-la-trobe>.

7.9 You must not solicit business on our premises for financial gain, including provision of any personal training, swimming instructing/coaching, medical/dietary advice or other business, without the prior written consent of LTU.

8. Liability

8.1 While every attempt is made by LTU to ensure the facilities and services LTU provides to you in connection with Swim School are safe, Attendees acknowledge that there may be physical risks involved with undertaking exercise and strenuous physical activities and agree to accept those risks in participating in Swim School.

8.2 You are responsible for keeping your property secure and must not leave your valuables unattended during Swim School. We accept no responsibility for lost or stolen items.

Australian consumer law

8.3 Under the Australian Consumer Law, set out at Schedule 2 to the *Competition and Consumer Act 2010* (Cth), LTU guarantees certain services it provides you in connection with Swim School

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are provided with due care and skill, are reasonably fit for purpose and are supplied in a reasonable time (**Guarantees**).

However, we ask you to accept some limitations to our liability arising from our failure to comply with Guarantees in providing you services in connection with Swim School. Accordingly, you agree, to the extent allowed by section 139A of the *Competition and Consumer Act 2010* (Cth), to exclude, or otherwise to the maximum extent permissible, restrict, LTU's liability to you for death or physical or mental injury to any Attendee (including the aggravation, acceleration or recurrence of such injury) resulting from LTU's failure to comply with any Guarantees. This exclusion and/or restriction does not apply if an Attendee's death or physical or mental injury is caused by LTU's *reckless conduct* as defined in section 139A(5) of the CCA.

- 8.4 You agree that the notice: "Warning Under the Australian Consumer Law and Fair Trading Act 2012" set out at Schedule 1 to these terms and conditions applies to these Terms as if signed by you.

Implied terms

- 8.5 To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on you or LTU (**implied terms**) are excluded from the Terms.
- 8.6 If any implied terms cannot be lawfully excluded from the Terms, such implied terms are deemed to be included in the Terms provided that yours or LTU's liability (as applicable) for a breach of such implied terms is, at the option of the breaching party, limited to the supply of the Swim School services again (if possible) or the cost of supplying the Swim School services again.

9. Photography & recordings

- 9.1 You are not permitted to use recording devices in Centre changing rooms.
- 9.2 You cannot photograph or film around LTU pools without prior approval from a La Trobe Sport staff member. If such approval is provided, your photos or videos must, to the maximum extent possible, only capture Attendees and no one else.

10. Privacy**Collection and use of information**

- 10.1 We require you to provide us with certain personal information and health information in order to access LTU's facilities and services in connection with Swim School, including the details provided by you in the Registration Form and other such information as may be required for your membership and participation in Swim School.
- 10.2 You consent to LTU (or a third party authorised by LTU, including the biller any other third-party service provider engaged by LTU in connection with Swim School) using any personal information and health information supplied by you or on your behalf to LTU for the primary purpose of supplying LTU facilities and services to you in connection with your membership and participation in

Swim School.

- 10.3 LTU handles personal information and health information in accordance with its privacy policy available at: www.latrobe.edu.au/privacy (**Privacy Policy**).

Marketing and surveillance

- 10.4 Where your prior consent has been obtained, La Trobe Sport may take photographs and videos of Attendees for the primary purpose of LTU's marketing, including dissemination of such photographs and videos on LTU's social media channels.
- 10.5 Security surveillance footage is recorded throughout LTU facilities and, for access and security purposes, LTU may take and store photographs of Attendees in accordance with LTU's Privacy Policy.

Contact

- 10.6 For any queries or complaints relating to your personal information, or to obtain a copy of our Privacy Policy, please contact the La Trobe Sport team by emailing swimschool@latrobe.edu.au, or LTU's Privacy Officer by emailing privacy@latrobe.edu.au.

11. Change

- 11.1 LTU may on occasion need to close or suspend parts of its facilities or services, including for adverse weather conditions, reasons of health, safety or security, to conduct improvements or works, or to comply with laws or government requirements.

- 11.2 We will provide you reasonable notice of any change significantly impacting your participation in Swim School. If the change is not agreed by you, you may cancel your membership in accordance with clause 2.3.

- 11.3 LTU may from time to time make changes to these Terms (including our operating hours, services and fees), including to comply with a law or direction of a government authority. Where such changes affect you, we will notify you and give you a chance to cancel your membership if the change adversely affects you and you do not agree to it.

12. Miscellaneous

- 12.1 If you have any questions or concerns, or to provide us notice under these Terms or any other information, feedback, complaints or communications, please email: swimschool@latrobe.edu.au.
- 12.2 You agree that LTU has not made any representations or promises that you have relied on that are not in the Terms.
- 12.3 If a party does not enforce its rights under the Terms at any time, it does not mean that it may not do so in future.
- 12.4 If a court decides that any part of the Terms is or becomes illegal, void or unenforceable, that part is deleted from the Terms and this does not invalidate the rest of the Terms.
- 12.5 The laws of Victoria, Australia apply to the Terms. Any dispute concerning the Terms will be governed by the Courts of Victoria, Australia.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the exclusion of these statutory guarantees is brought to your attention by this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.