

TERMS AND CONDITIONS OF AQUATIC PROGRAM ENROLMENT



1. Aquatic Program Enrolment Application

Submission of a duly completed Enrolment Application is an offer by the Responsible Person to the School for the relevant Participant to enrol in swim lessons or an aquatic program and become Pool patron subject to these Terms and Conditions. By signing the Enrolment Application, the Responsible Person agrees that a contract will be created between the relevant Participant and the School or, in the case of Participants who are under 18 years, the Responsible Person and the School on these Terms and Conditions. Enrolment shall only be effective on issue of a valid card(s) by the School and the School reserves the right to reject any application for enrolment without providing reasons for its decision.

2. Minimum Enrolment Period

a) Except in accordance with this clause, enrolment may not be cancelled in the first month after the application for enrolment is accepted by the School in accordance with these Terms and Conditions (**Minimum Term**).

b) A Responsible Person may only cancel his or her enrolment or enrolment of any Participant for which the Responsible Person is responsible during the Minimum Term if:

- the Responsible Person provides us with a certificate from a qualified medical practitioner confirming the relevant Participant is sick or incapacitated;
- the Responsible Person provides us with a letter from a real estate agent or the employer of the Responsible Person confirming that Responsible Person has relocated to an area more than 20 kilometres from the Pool; or
- the Responsible Person is declared bankrupt and provides us with evidence confirming such status.

c) Upon completion of the Minimum Term, enrolment will continue on a month to month basis with fees payable monthly in advance at the prevailing rate for the applicable lesson or program type.

d) The School reserves the right to add to or vary these Terms and Conditions, including varying the Pool's operating hours and days, changing its services and introducing, withdrawing and varying levels of aquatic programs and learn to swim lessons from time to time. In each case the School will provide not less than 1 calendar months' notice of the changes, such notice to be displayed at the Pool reception and/or communicated to the Responsible Person by email or text. The School may from time to time withdraw use of all or any part of the Pool facilities where the School considers it is necessary for repair, maintenance or alteration of such facilities or for safety reasons.

3. Cancellation

a) The Responsible Person may cancel his or her enrolment or the enrolment of any Participant for which the Responsible Person is responsible by giving advance notice one week prior to the last day of the current month, in writing to the School effective from the first day of the next full calendar month. The Responsible Person must complete and sign a cancellation request form and deliver it to the School.

b) Cancellation of enrolment will take effect on the date that an authorised representative of the School issues a written acknowledgment of the enrolment cancellation via email.

4. Card and Access

a) Upon acceptance by the School of an Enrolment Application, for the Participant will be issued with a card which entitles the Participant to access the Pool during Pool operating hours, which hours may be varied from time to time. The Participant will be entitled to all the rights and privileges associated with the type of enrolment specified in the Enrolment Application that has been accepted by the School.

b) The Participant may not share or loan the card nor permit any other person to use their card, nor may the Participant allow a person who is not enrolled in swim lessons or an aquatic program entry to the Pool.

c) The card is the property of the School. If a card is lost or mislaid, the School will issue a replacement card for a nominal charge.

d) If the Participant wishes to enter the Pool without a valid card that person may only be admitted at the absolute discretion of the School.

5. Fees

a) Fees for:

- Learn to swim lessons are payable in advance on the 28th day of each calendar month for the following month's lessons; (ii) other aquatic programs are payable on the 2nd day of each calendar month for that month's lessons, by direct debit from the Responsible Person's nominated credit card or bank account. If the payment day is a public holiday, the School will debit the Responsible Person's credit card or bank account on the next business day.
- The fees for all learn to swim lesson fees specified exclusive of GST; fees for other aquatic programs are specified inclusive of GST.
- Lesson and program fees may be increased at the discretion of and at any time by, the School, with a minimum of one calendar months' notice to all Responsible Persons. The Responsible Person authorises us to increase any direct debit from the Responsible Person's nominated credit card or bank account to take account of any increase notified by the School in accordance with this clause.
- The Responsible Person must ensure that their bank account or credit card is set up to allow direct debits, that there are sufficient funds in the relevant account to enable the direct debit to be processed successfully, and that any changes to the Responsible Person's account number, credit card number or expiry date, are advised to the School by the Responsible Person not less than 7 days prior to the date of the next direct debit payment (28th of each month).
- If any payment under these Terms and Conditions is not made on the due date, the lessons or aquatic program for which the Responsible Person or the Participants for whom the Responsible Person is responsible are enrolled will be immediately suspended until all payments due have been satisfied in full. If a scheduled direct debit payment is rejected for any reason, a fee of \$10 will be charged for each failed direct debit payment. The Responsible Person's signature on the Enrolment Application shall constitute the Responsible Person's unconditional and irrevocable authority to debit the Responsible Person's nominated bank account or credit card with the total amount due, together with any failed payment fee, without further notice.

6. "Freezing" Enrolment

It is not possible to suspend or "freeze" any learn to swim bookings. If the Responsible Person wishes to cancel or "freeze" their enrolment or the enrolment of any Participant for which they are responsible after the

Minimum Term, the Responsible Person must cancel their current enrolment and re-enrol at a later date. Make up lessons may be organised subject to the make-up terms and conditions. Learn to swim lessons may only be booked one week in advance.

7. Limitation of Liability

a) In consideration of the School accepting the Responsible Person's application for enrolment, and in consideration of the School permitting the relevant Participant to remain enrolled in the relevant program at the Pool, the Responsible Person agrees that:

- neither the School, nor its employees or agents shall be liable to the Responsible Person or any Participant for any loss, damage or theft of any property belonging to, or brought onto School premises by the Responsible Person, any of the Participant's invitees nor any Participants for whom the Responsible Person is responsible unless such loss or damage is caused by the gross negligence of the School or its employees or agents; and
- neither the School, nor its employees or agents shall be liable to the Responsible Person or any Participant for any death, personal injury or illness occurring as a result of use of the Pool facilities and/or equipment provided by the School by the Responsible Person or the Participants for whom the Responsible Person is responsible except to the extent that such death, personal injury or illness arises from the gross negligence of the School or its employees or agents.

b) The Responsible Person must ensure that he or she and the Participants for whom the Responsible Person is responsible correctly operate and use any Pool facilities and/or equipment provided by the School. If the Responsible Person is in any doubt of the safe use of the Pool the Responsible Person should consult Pool staff before use.

8. Physical Condition

a) Responsible Persons are solely responsible for their decision to participate in exercise, and to permit Participants for whom the Responsible Person is responsible to exercise, using Pool facilities.

b) The Responsible Person must advise us in writing on the Enrolment Application if engaging in learn to swim lessons or aquatic programs at the Pool may cause any risk to the health of the Responsible Person or any Participant for whom the Responsible Person is responsible. The Responsible Person must also advise us as soon as the Responsible Person becomes aware of any changes to the medical condition of the Responsible Person or any Participant for whom the Responsible Person is responsible that may affect that person's use of the Pool or present a risk to their health.

c) The Responsible Person warrants and represents as at the date of that Responsible Person's Enrolment Application and on each occasion that the Responsible Person or the Participants for whom the Responsible Person is responsible use the Pool, they are in good physical condition and that the Responsible Person knows of no medical or other reason why the relevant Participant(s) are not capable of engaging in exercise at the Pool and that such exercise would not be detrimental to the health, safety, comfort or physical condition of that Participant.

d) School staff are not medically trained and are therefore not qualified to assess whether the Responsible Person or the Participants for whom the Responsible Person is responsible are in satisfactory physical condition to undertake exercise at the Pool and/or are physically able to engage in exercise without the detriment to their health, safety, comfort or physical condition. The School strongly advises all Responsible Person to take expert medical advice prior to commencing any program at the Pool if there is any doubt about the ability of the Responsible Person or the Participants for whom the Responsible Person is responsible to engage in such exercise.

e) The Responsible Person and each Participant for whom the Responsible Person is responsible must not use the Pool whilst suffering from any infection or contagious illness, disease or other physical ailment such as open cuts, abrasions, open sores, or minor infections where there is any risk, that such use may be detrimental to the health, safety, comfort or physical condition of other Pool users.

9. Expulsion of Participants and Termination of Enrolment

a) The School may terminate the Participant's enrolment:

- without notice and with immediate effect if the Responsible Person's conduct or the conduct of any Participants for whom the Responsible Person is responsible (whether or not such conduct is the subject of a complaint by another user of the Pool facilities), is such that, in reasonable opinion of the School, it may be injurious to the character, reputation or interests of the School, or renders the relevant person unfit to associate with other users of the Pool facilities, including if the Responsible Person or Participant (as the case may be) threatens or harasses other users of the pool facilities or any employee, agent or pupil of the School, damages any School equipment or uses illegal or performance enhancing drugs;
- without notice and with immediate effect if the School determines that the Responsible Person or any Participant for whom the Responsible Person is responsible have committed a material breach of any of these Terms and Conditions;
- without notice and with immediate effect, if any fees or other amounts payable under these Terms and Conditions are not paid on the due date for payment; or
- upon notice in writing and with immediate effect, if the School is of the opinion that the Responsible Person or any Participant for whom the Responsible Person is responsible are not suitable for continued enrolment.

b) All decisions of the School under this clause are final and binding.

c) If enrolment is terminated by the School under this clause, the Responsible Person and all Participants for whom the Responsible Person is responsible will forfeit all the privileges of enrolment with immediate effect without claim for any refund of any payments made in advance of the relevant date for payment and the Responsible Person shall remain liable for any outstanding fees and any other amount which remains due and owing to the School at the date of termination of enrolment which amounts must be paid to the School within 7 days of termination. On termination of enrolment, the Responsible Person must immediately return all cards and any other evidence of enrolment provided to the Responsible Person by the Pool or the School (as relevant).

10. Conduct

a) The Responsible Person and all Participants for whom the Responsible Person is responsible must comply with any directions given by any School

staff and with all notices posted by the School at the Pool and must not abuse the equipment or facilities of the School.

b) The Responsible Person is responsible for and agrees to reimburse the School for any damage to School property wilfully or negligently caused by the Responsible Person, any Participant for whom the Responsible Person is responsible and any person the Responsible Person or any Participant for whom the Responsible Person is responsible invites onto the School's premises.

c) Disorderly, rude or offensive behaviour towards School staff, employees or agents or other users of the Pool facilities (including the use of offensive or abusive language) by the Responsible Person or any Participant for whom the Responsible Person is responsible will result in the immediate termination of enrolment.

For the purpose of this clause, a single occurrence of such conduct may be regarded as sufficiently serious to warrant termination of enrolment.

d) All Participants must wear suitable swimming attire when using the Pool.

e) Access to Pool and use of the Pool facilities is at the Participant's own risk. The Responsible Person must not and must ensure that any Participants for whom the Responsible Person is responsible do not run in any area surrounding the Pool, dive or jump into the Pool.

11. Other

a) Vehicles parked on School premises are at the sole risk of the Responsible Person or Participant (as the case may be) and the School accepts no liability for loss or damage to such vehicle or its contents.

b) If items left at the Pool are not claimed within one month the items will be donated to a local charity. If the Responsible Person requests items left to be posted to the Responsible Person, we will do so at the Responsible Person's cost.

c) The Pool is a **non-smoking and alcohol free building**. If the Responsible Person or any Participants for whom the Responsible Person is responsible contravene this condition, enrolment of the relevant Participants will be terminated immediately.

d) Any failure of the School to enforce its rights at any time for any period shall not be construed as a waiver of such rights, nor shall any failure to identify or act upon a breach of these Terms and Conditions be deemed to be a waiver of such rights by the School.

e) Where the courts determine that a provision of these Terms and Conditions is invalid or unenforceable such provision will be deemed to be deleted from these Terms and Conditions but such deletion will not affect the validity and enforceability of the remaining provisions of these Terms and Conditions.

f) Enrolment is personal and may not be transferred to another person.

g) Where the School is required to provide written notice to the Responsible Person under these Terms and Conditions, the School will send the notice to the address appearing on the Enrolment Application or such other address as the Responsible Person may notify to the School in writing from time to time. It is the Responsible Person's responsibility to inform the School promptly of any change in the Responsible Person's address.

Any notice sent by the School in accordance with this clause will be deemed received by the Responsible Person two days after the date of dispatch by the School.

h) Where the School is required to give notice to the Responsible Person under these Terms and Conditions and the notice is not required to be in writing, notice shall be deemed to have been given to the Responsible Person if the School places notices in prominent positions within the School (including in the Pool).

i) Where the Responsible Person is required to give written notice to the School under these Terms and Conditions, the Responsible Person must provide the notice to Pool staff at the School.

12. Privacy

All personal information collected by the School is collected in accordance with the Privacy Act 1988 (Cth) and will not be disclosed except in accordance with the School's privacy policy. The Responsible Person may request access to personal information we have collected from the Responsible Person and a copy of the School's Privacy Policy by telephoning (02) 9487 0122 or visiting the School's website at <http://www.knox.nsw.edu.au/annual-report.html>.

13. General

a) By signing the Enrolment Application, the Responsible Person agrees to abide by, and procure the Participants for whom the Responsible Person is responsible to abide by, these Terms and Conditions and to the creation of a contract between the relevant Participant and the School or, in the case of Participants who are under 18 years, the Responsible Person and the School on these Terms and Conditions. These Terms and Conditions shall constitute the entire agreement between the Participant or Responsible Person (as the case may be) and the School in connection with the subject matter of the contract. No representation, whether oral or written by the School or any of its employees or staff or any other person will modify or amend these Terms and Conditions unless otherwise agreed by the School in writing.

b) The contract created by these Terms and Conditions will be governed by the laws of the State of New South Wales and the parties irrevocably submit to the Courts of that State.

14. Defined Terms

In these Terms and Conditions: **GST** means any tax payable under any GST Law as defined in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999* (Cth); **Enrolment Application** means enrolment application form accompanying these Terms and Conditions; **Minimum Term** has the meaning given in clause 2(a) of these Terms and Conditions; **Participant** means a person participating in learn to swim lessons or any aquatic program at the Pool, and includes, where the context requires, a Responsible Person; **Pool** means the School's Aquatic Centre and associated facilities at the School's premises at Pacific Highway, Wahroonga NSW 2076 which are made available by the School to enrolled Participants pursuant to these Terms and Conditions; **Responsible Person** means the person who signs the Enrolment Application, whether in their own capacity or in their capacity as a parent or guardian of a Participant who is under the age of 18 years; **School and we** means Knox Grammar School; and **Terms and Conditions** means these Terms and Conditions as amended from time to time.