

# Learn to Swim Agreement

Please complete this form and hand in to the pool manager. Alternatively you can email this form to aquafitness@muswellbrook.nsw.gov.au.

## Parent/Guardian Details

Title  Given name(s)  Surname

Date of birth  Daytime contact number

Email

Postal address

Emergency Contact  Emergency contact number

## Enrolee Details

Full name

Address

Date of birth  Sex (optional)

Contact number

Preferred lesson type and day:

<input type="checkbox"/> School term	<input type="checkbox"/> Holiday intensive	<input type="checkbox"/> Adult/private tuition
<input type="checkbox"/> Monday	<input type="checkbox"/> Tuesday	<input type="checkbox"/> Wednesday
<input type="checkbox"/> Thursday	<input type="checkbox"/> Friday	<input type="checkbox"/> Saturday
<input type="checkbox"/> Sunday		
<input type="checkbox"/> AM	<input type="checkbox"/> PM	

List any medical conditions of the enrolee:

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Full name

Address

Date of birth  Sex (optional)

Contact number

Preferred lesson type and day:

<input type="checkbox"/> School term	<input type="checkbox"/> Holiday intensive	<input type="checkbox"/> Adult/private tuition
<input type="checkbox"/> Monday	<input type="checkbox"/> Tuesday	<input type="checkbox"/> Wednesday
<input type="checkbox"/> Thursday	<input type="checkbox"/> Friday	<input type="checkbox"/> Saturday
<input type="checkbox"/> Sunday		
<input type="checkbox"/> AM	<input type="checkbox"/> PM	

List any medical conditions of the enrolee:

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Full name

Address

Date of birth  Sex (optional)

Contact number

Preferred lesson type and day:

- |                                      |  |  |
|--------------------------------------|--|--|
| <input type="checkbox"/> School term | <input type="checkbox"/> Holiday intensive | <input type="checkbox"/> Adult/private tuition |
| <input type="checkbox"/> Monday      | <input type="checkbox"/> Tuesday           | <input type="checkbox"/> Wednesday             |
| <input type="checkbox"/> Thursday    | <input type="checkbox"/> Friday            | <input type="checkbox"/> Saturday              |
| <input type="checkbox"/> Sunday      |  |  |
| <input type="checkbox"/> AM          | <input type="checkbox"/> PM                |  |

List any medical conditions of the enrollee:

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## Learn to Swim Details

### Adult tuition

Evening adult lessons are held in a friendly and relaxed environment from beginner level to stroke development.

### Private tuition

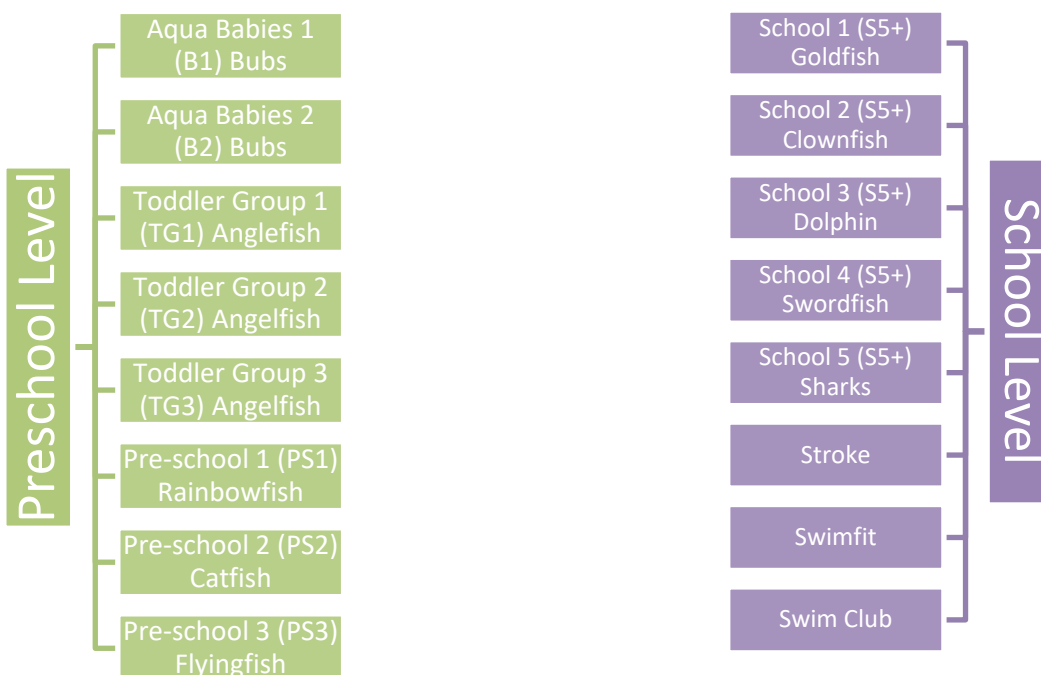
Private tuition is available for children or adults upon request.

### Turning up to lessons

Turn up to your lesson 5 minutes prior to the start. Bring your swimmers, towel, goggles (not compulsory) and swimming cap (not compulsory). Students with long hair should wear hair bands. Any of these items can be purchased at the kiosk. Safe footwear is also advised for entering and exiting the facilities.

### About your instructors

Our learn to swim program is run in a friendly, fun and professional manner by our Austswim accredited instructors. This means your instructor has the training to provide a positive contribution to a child's physical, psychological, social and emotional growth.



## Signing Section

I/we have read through this form including the terms and conditions in full before signing.

By signing here, I/we agree to be bound by the terms and conditions of this agreement.

Enrolee Signature

Date

Legal guardian if enrolee under 18 years of age (Print Name)

Relationship to enrolee

Legal Guardian Signature

Date

## Terms and Conditions

### 1. Plain terms

These Terms use fairly plain language, as we want to make sure that the words and concepts used are easily understood. For instance, we have included clause headings as a guide, but these do not form part of this agreement.

### 2. Responsibility for enrolees under 18

By signing on behalf of a minor, the parent or guardian agrees to be responsible for ensuring the minor exercises safely, pays any applicable fees and otherwise follows these Terms.

The parent or guardian who signs this form also agrees to hold Council harmless in respect of any claim made by or on behalf of the minor against Council to the extent that any such claim would have been excluded under this agreement, had the minor been an adult and signed this agreement on his or her own behalf.

### 3. Safety first

The health and safety of enrolees is important to Council. This clause sets out some of the things we require of you to help achieve that objective.

#### (a) Your physical condition

A safe and effective exercise program is dependent upon accurate health and fitness profiling. It is therefore essential that you tell us in writing all relevant personal health and fitness information both before and during the course of any exercise program or other activity.

You promise that information you disclose to us will be true and accurate and not misleading in any way. You must not attend and/or use the facilities and services whilst you are suffering from any illness, disease, injury or other condition that could present a risk to the health or safety of other enrolees and guests or yourself.

If you happen to use the facilities and services before disclosing relevant health information to us, you promise that you are in good physical condition and you do not know of any reason why you may not be able to exercise safely. If you feel unsure that you can make this promise, we ask that you do not use the facilities and services until we have completed a health and fitness assessment.

#### (b) Rules of good behaviour

We display rules that apply to everyone using the facilities and services in order to promote health and safety and the protection of property (**our Rules**). A copy of our Rules is displayed on our website and signage. Please make sure that you read our Rules carefully and ask us if there is anything you are not sure about.

We may occasionally update our Rules to further promote health and safety or to make other improvements. We will seek to tell you of any changes as set out below, though we expect you to keep familiar with the current version of our Rules by reading our website and signage on a regular basis.

If you break our Rules, the response we take will be at Council discretion and we will try to exercise this right fairly by giving you a warning if we consider the failure is less serious. In this regard however you acknowledge that health and safety of all users and protection of property is very important. Accordingly, if we reasonably consider the failure to follow our Rules is serious or persistent, we may suspend or even cancel your agreement with immediate effect.

**(c) We can refuse you entry**

We can refuse you entry to the facilities and services or cancel this agreement immediately if you behave in a way that is risky or inappropriate, such as if you threaten or harass others, deliberately or recklessly damage equipment or facilities or if you use or distribute illegal or performance enhancing drugs.

**(d) Please follow our directions**

You agree to follow any reasonable direction of a member of our staff relating to health and safety or any other matter.

**4. We take your privacy seriously**

**(a) Our privacy policy**

From when submit this agreement, we will have access to personal information about you, including information relating to your health and finances. We will protect this information and only use, disclose or deal with this information in accordance with our Privacy Policy. The latest version of the Privacy Policy is available on our website.

**(b) Video monitoring**

We may use video monitoring in our facilities for health, safety and security reasons. If you have any queries in relation to the use of monitors operating in and around our facilities, please contact us.

**(c) Please keep your contact details up to date**

You promise to tell us promptly if you change your address, phone number, email, bank account, credit card information for payment or if there is a change to any other personal information relevant to your agreement with us. This includes any matters that affect the health or safety of you or others.

**5. What you get when you join**

From the commencement date of this agreement you are entitled to the benefits and use of the facilities and services that apply to the learn to swim lesson you have been granted.

**6. When can we end your agreement?**

In addition to our other rights under this agreement, we can terminate your agreement by written notice to you if you fail to act in accordance with any obligation under this agreement and if capable of remedy you do not remedy the failure within a reasonable time of us giving you written notice requiring you do so. If we cancel this agreement under this paragraph you are not entitled to a refund of any amounts already paid.

**7. Fees you have to pay for your swim lessons**

If you fail to make any payment when due, we can suspend your agreement and refuse you access to the facilities and services until all outstanding amounts have been paid in addition to our other rights under these Terms. Fees and charges continue to accrue during the suspension.

Muswellbrook Aquatic and Fitness Centre may increase learn to swim fees each financial year. There are no 'carry-over' amounts to another term.

Term payments must be paid in full before beginning of the term. For the avoidance of doubt, it is one full term payment per child.

There are no refunds or credits given for the following:

- unused lessons at the end of a term;
- holidays, trips, school camps or strike days etc...;
- missed lessons; or
- cancellation of booking once the term has begun.

If the Manager of the Aquatic Centres has approved a refund or credit at her/his sole discretion, it will be credited to your account.

Should an enrollee or carer swim either before or after a scheduled learn to swim lesson an entry fee will become due and

payable. Spectators in these circumstances will also be liable for a spectator fee.

Any cancellation will not be permitted until all outstanding amounts are paid in full.

To minimise lesson disruption, Muswellbrook Aquatic and Fitness Centre does not offer 'make up' lessons for any lessons missed.

## 8. Lesson Transfers

All members enrolled within the Muswellbrook Aquatic and Fitness Centre Swim School program acknowledge that classes are non-transferable to other students. Any attempt to transfer to another person without the knowledge of Muswellbrook Aquatic and Fitness Centre Swim School may result in the termination of this agreement, without refund, and may result in exclusion to attend any other program within the Muswellbrook Aquatic and Fitness Centre.

## 9. Changes to Bookings

Every effort will be made to adhere to the advertised learn to swim timetable; however we reserve the right to consolidate classes, alter timetables, event schedules and change teachers to suit seasonal and usage requirements as necessary. We will endeavour to inform members of any timetable changes at least two weeks in advance, if possible.

## 10. Swim School Closures

Muswellbrook Aquatic and Fitness Centre Swim School is closed for all Public Holiday's. As such, you are not charged for these dates as lessons do not operate. Further information can be found on the Swim School calendar, located on our website.

## 11. Covid Safety Guidelines

We adhere to the NSW Health guidelines, please read our Covid-19 Health and Safety Guidelines available on the Council website.

## 12. Other services

There may be other services offered at the facilities that do not form part of this agreement but are available for you to purchase separately. These are not part of the services provided under this agreement and you will be advised at the time if any additional terms apply to these services.

## 13. Our liability to you

### (a) Statutory guarantees

**ACL:** The Australian Consumer Law (**ACL**) contained in the *Competition and Consumer Act 2010* (Cth) (**CCA**) provides certain guarantees in sections 60 to 62 (**statutory guarantees**) which generally require that services supplied to you:

- are rendered with due care and skill,
- 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 and
- are supplied within a reasonable time (when no time is set).

**Permitted exclusion:** However, the CCA permits a supplier of recreational services to ask you to accept some limitations on those statutory guarantees. Accordingly, to the extent permitted by section 139A of the CCA, you acknowledge and agree that we exclude all liability to you for death or injury resulting from a failure by us to comply with any statutory guarantee.

In the previous sentence, "injury" means:

- physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- the contraction, aggravation or acceleration of a disease; or
- the coming into existence, the aggravation, acceleration or recurrence of any condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to you that is or may be harmful or disadvantageous to you or the community, or that may result in harm or disadvantage to you or the community.

**Reckless conduct:** This exclusion of liability does not apply if you have suffered any significant personal injury that is caused by our reckless conduct (within the meaning given to those terms by the CCA).

**(b) General exclusions**

Please note that nothing in this agreement excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy (including under a statutory guarantee) which cannot lawfully be excluded, restricted or modified.

Otherwise, and except as expressly included in this agreement, all implied terms, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded from this agreement. Subject to the preceding paragraph, we are not liable for:

- negligence; or
- breach of terms implied that services will be provided with reasonable care and skill,

at common law that in either case results in your death or injury (as defined in paragraph (a) above) in connection with or under this agreement. For the avoidance of doubt, we do not exclude liability for our reckless conduct.

**(c) Loss of property**

You promise that you will not unnecessarily bring valuables in to the facilities and that if lockers are available you will use the lockers to store any valuable property that you bring with you. If we provide secure storage lockers, then this is part of our service to you. However, we are not responsible if someone breaks into your locker and takes your property, other than to the extent we have not complied with our obligations in respect of this service under a statutory guarantee.

Other than as described above, maintaining the security of unattended property in the facility is not part of the service we provide under this agreement. Accordingly, if you choose not to use a locker to securely store your property and leave it unattended in the facilities, we will not be responsible for any loss or damage to your property that occurs.

**14. Your responsibility for damage**

You agree to pay for any damage to the facilities caused by you or your guests through a wilful act or negligence.

**15. General**

**(a) Unexpected events**

We are not liable if you cannot attend a swim lesson due to anything beyond our reasonable control. We are entitled to make part or all of the facilities unavailable for up to two weeks during each calendar year to undertake maintenance, repairs or improvements.

**(b) Our logo and intellectual property**

No rights in relation to our logo, trademarks or any other intellectual property rights associated with our business, techniques, exercise programs or classes are granted to you under this agreement, except that any exercise program created for you may be used while this agreement is in force for the purpose of your exercise activities.

**(c) Transferring this agreement**

We may transfer the rights or benefit under this agreement or sub-contract our obligations under this agreement to a third party at any time without notice to you but in doing so we will make sure that the transferee agrees to honour the terms of your agreement. You are not permitted to transfer your rights or benefits under this agreement.

**(d) Severability and waiver**

If a court finds that any part of any term of this agreement is or becomes illegal, void or unenforceable, that part is deleted and this does not invalidate the rest of this agreement. If we do not enforce our rights under this agreement at any time, it does not mean that we may not do so in the future.

**(e) Applicable law**

The laws applicable in New South Wales govern this agreement.