

SWIM SCHOOL CONTINUOUS PROGRAM TERMS AND CONDITIONS

VENUESWEST

In these Terms and Conditions, "VenuesWest" means the Western Australian Sports Centre Trust, trading as VenuesWest; "management" means the management of VenuesWest; "loss of or damage to property" includes economic, indirect and consequential loss; and "Portal" means VenuesWest's online customer booking portal.

ACKNOWLEDGMENT

On payment of the required fees, I acknowledge that I/my child will be bound by these Terms and Conditions.

SWIM SCHOOL CONTINUOUS PROGRAM ACKNOWLEDGEMENT

As a VenuesWest Swim School Continuous Program patron ("you", "your" or "I") I understand that my children are entitled to swimming lessons at the times I have signed up to using the Portal until such a time that I cancel my Continuous Program enrolment in accordance with these Terms and Conditions.

Swimming lessons are ongoing and held weekly. There will be a break of 6 weeks between December and January in line with the gazetted school calendar; the dates will be advised annually. Payment will be automatically placed on hold during this period. Your swimming lessons will automatically recommence in January, unless cancelled by you in line with these Terms and Conditions. Lessons do not run on public holidays.

ENROLMENT

Enrolments must be made online via the Portal and at least 24 hours prior to a class. Enrolments can be made in person at Perth HPC or Arena Joondalup via VenuesWest tablets. Payment must be made at the time of the enrolment to complete the enrolment.

Enrolments cannot be taken over the phone or accepted via fax, email or post.

CONTINUOUS PROGRAM FEES & CHARGES

All swim school lessons will be paid by direct debit and will be ongoing unless VenuesWest is notified by you that you wish to cancel or suspend your Continuous Program (refer to 'Cancellation of Continuous Program' section).

Your Direct Debit will occur weekly, in advance. To cancel or suspend your Continuous Program enrolment, must be in accordance with these Terms and Conditions. By completing your enrolment in continuous swimming lessons via the Portal, you have authorised VenuesWest to register your swimmers into swimming lessons and arrange for funds to be debited from your nominated bank account or credit card.

If you need to change your account and/or credit card details this should be done via the Portal.

LEE STRUCTURE

VenuesWest reserves the right to annually review and implement new fees. Under the Continuous Program the fees will be automatically adjusted annually on 1 July. You will receive a minimum of 14 days' notice in writing of any changes to the fees.

Different swimming levels attract different fees. Your child's swimming level will be continually assessed and the fee may change as their level changes. Any adjustment in fees as a result of a change in swimming level will occur automatically.

SUSPENSION OF CONTINUOUS PROGRAM ENROLMENT

You may suspend your Continuous Program enrolment for a minimum of 1 week and a maximum of 8 weeks per calendar year. You can suspend classes via the Portal with a minimum of 24 hours notice.

CANCELLATION OF CONTINUOUS PROGRAM ENROLMENT

Cancellation of a Continuous Program enrolment is subject to the following conditions:

- you must provide VenuesWest with a minimum of 7 days written notice;
- you must complete an online Cancellation form (available on the Swim School website) and, where practical, deliver the Cancellation Form to the Swim School office. If you are unable to provide in person, you must email the Cancellation Form, or otherwise provide written notice of cancellation to swimschool.perthhpc@venueswest.wa.gov.au (for Perth HPC Swim School) or swimschool.arenajoondalup@venueswest.wa.gov.au (for Arena Joondalup Swim School). VenuesWest will respond to the cancellation request within 7 days to confirm the date that the cancellation takes effect; and
- scheduled payments will continue to apply until your cancellation date.

FAILED DIRECT DEBIT PAYMENT

If VenuesWest is unable to debit your fees from your account/credit card you will be notified by email of the failed payment. VenuesWest will debit your nominated bank account or credit card, until total fees owing are recovered. A fee of \$15 will be charged for a failed payment, in addition to your Continuous Program enrolment fees. You will be notified by email / SMS / letter.

Failed payments can be paid by members via the Portal.

REPEATED FAILED DIRECT DEBIT PAYMENTS

Repeated failed direct debit payments may result in the termination of your Continuous Program enrolment; you will be notified by phone or email. All outstanding fees must be paid in full before lessons can be resumed.

MISSED CLASSES AND REFUNDS

All refund requests must be made via email to swimschoolperthhpc@venueswest.wa.gov.au (for Perth HPC Swim School) or swimschool.arenajoondalup@venueswest.wa.gov.au (for Arena Joondalup Swim School) or in person at the Swim School office. Any refunds granted will incur a \$20.10 administration fee.

No make-up lessons or refunds are available for missed lessons. Refunds may be provided in exceptional circumstances, resulting in 3 or more continuous lessons being missed.

Refunds requested because of a medical condition, resulting in missed lessons, must be supported by a medical certificate. Evidence of the exceptional circumstance must be provided to VenuesWest to consider a refund.

Approved refunds will only be issued to the original payment source. Refunds require ID verification. The name on the ID must match the name associated with the original payment source.

CHANGE OF DETAILS

Any change of details a member needs to make e.g. address, phone number, email address, banking/payment details etc. should be made via the Portal.

CHANGES TO BOOKINGS (HOLIDAY SWIM SCHOOL)

You must provide at least 24 hours' notice of any changes to your Holiday Swim School enrolment.

COMMUNICATIONS AND PRIVACY

I acknowledge that as a member of VenuesWest, I may receive communications and marketing materials from VenuesWest and affiliated third parties in the provision of services.

Our privacy statement is available at venueswest.wa.gov.au/privacy.

DISCLAIMER

Patrons voluntarily assume all risk of all damage and loss (including property damage, personal injury (whether it be fatal or non-fatal), economic and consequential loss) whatsoever and howsoever arising (including by negligence) at any VenuesWest venue, including damage or loss caused by the acts or omission of other patrons or employees, agents, licensees or hirers of VenuesWest or any other person or thing being present at the venue.

ALLERGIES AND MEDICAL CONDITIONS

VenuesWest must be informed of all allergies and medical conditions, if any, via the Portal upon creating your/your child's profile and upon enrolment. Any changes to you or your child's medical conditions must be made to you/your child's profile, via the Portal, as soon as practicable after the changes occur. If you or your child has a medical management plan (severe asthma or anaphylaxis reaction), a copy must be

provided to VenuesWest via email to swimschool.perthhpc@venueswest.wa.gov.au (for Perth HPC Swim School) or swimschool.arenajoondalup@venueswest.wa.gov.au (for Arena Joondalup Swim School) or in person to VenuesWest staff.

Please observe the following severity ratings, and advise by ticking the respective box alongside the severity rating located on the enrolment form:

Mild: Non-life threatening reaction/condition, not requiring medication.

Moderate: Non-life threatening reaction/condition requiring medication. Please contact VenuesWest to discuss the appropriate action required.

Severe: Life threatening reaction/condition requiring medication. Please contact VenuesWest to discuss the appropriate action required.

ENTRY CARD/CHECKING IN

You will be issued with a Swim School Entry Fob to be collected from Main Reception prior to your first swimming lesson. The fob enables you to gain access to the aquatic centre and must be scanned each time you attend a lesson. A charge of \$10.00 will

be applied, to replace any lost Entry Fobs. Entry Fobs cannot be used by any person other than the person entitled.

ADULT PRIVATE SWIMMING LESSONS MINIMUM AGE

Persons under the age of 16 are not permitted to undertake classes without previous consent from VenuesWest management.

CONDITIONS OF ENTRY POLICY

All patrons must abide by VenuesWest's Conditions of Entry, available online at <https://www.venueswest.wa.gov.au/conditions-of-entry> or at reception on request.

CHANGE OF SERVICE

VenuesWest reserves the right to alter and/or cancel any class, activity or access to facility space due to the hosting of major events, swimming carnivals, maintenance, insufficient bookings etc. VenuesWest will notify you of any change to service.

TERMS & CONDITIONS

Terms and Conditions may vary between venues and are subject to management approval.

BREACH OF CONTINUOUS PROGRAM ENROLMENT

The Continuous Program enrolment is an ongoing agreement and you will continue to be automatically debited until such time as you cancel or suspend the Continuous Program enrolment, in accordance with these Terms and Conditions. If you terminate the direct debit authority in a manner not prescribed by the Terms and Conditions, you may be liable to VenuesWest for damages for breach of the Continuous Program Agreement.

TERMINATION OF CONTINUOUS PROGRAM ENROLMENT BY VENUESWEST

VenuesWest may terminate your Continuous Program enrolment if you breach the:

- Terms and Conditions; or
- Conditions of Entry.

SWIMMING ATTIRE

Pool users are required to wear standard and appropriate swimwear when utilising the pools. Clothing other than conventional swimwear is not permitted.

LOST PROPERTY

All items found are placed in lost property for a period of two (2) months and if not claimed will be donated to charity after this time. Please note that VenuesWest takes no responsibility and bears no liability (in negligence or otherwise) for any lost or stolen items whilst members are in, on or using our facilities. Lost property enquiries are to be directed to reception.

CAMERA AND MOBILE PHONE USE

The use of cameras and mobile phones in change rooms or toilets is strictly prohibited. To ensure privacy is maintained, the use of cameras, including mobile phones, is only permitted with immediate members of your group.

POOL ACCESS

VenuesWest reserves the right to restrict or allocate specific public and squad swimming lanes as required.

SIGNAGE

All signs posted in the venue should be considered part of the rules and regulations of the venue and therefore must be abided by.

TRAINING ETIQUETTE

A member shall not possess any greater right to access lanes or classes than a casually paying person. A first come rule applies to all classes where the numbers exceed maximum levels.

TOWELS

All pool users should equip themselves with a towel when utilising the pools. Towels are not available for hire.

FOOD AND BEVERAGE

Food and beverage (except water and sports drinks) should only be consumed in designated areas throughout the venue. Commercial fast food, alcohol and glass containers are not permitted in the venue.

LOCKERS

A limited number of coin operated lockers are available within the aquatic facilities. VenuesWest highly recommends all patrons keep their valuables in lockers when visiting the venue. VenuesWest takes no responsibility for belongings and valuables, whether placed in lockers or not.

WET AND DRY AREAS

All patrons are requested to shower before entering the swimming pool. We request that patrons dry themselves after pool use and before entering any other areas of the venue.

PRIVATE BUSINESS

No private business may be conducted within VenuesWest's facilities and its surrounding grounds without written consent of VenuesWest.

TICKET GIVEAWAYS

Members may be automatically entered into draws for ticket giveaways to concerts and events held at VenuesWest venues. Please advise VenuesWest if you do not want to be automatically entered into these draws.

SWIMMING LESSON CANCELLATIONS

Swimming lesson dates are subject to cancellation due to insufficient bookings. If a swimming lesson is cancelled, an alternative date/location will be provided where possible.

RIGHT OF ADMISSION

VenuesWest reserves the right to refuse admission to any person or to cancel any registration without warning due to inappropriate behaviour. Reasons for cancellation or suspension may include failure to comply with VenuesWest training etiquette, VenuesWest's Conditions of Entry or these terms and conditions, or any reason that VenuesWest deems appropriate.

PHOTOGRAPHY

On occasion, VenuesWest may take photographs for publication and promotional purposes. Photographs will only be taken of children for these purposes with the parent or guardian's consent, provided via the Portal at the time of enrolment or booking. Please view our Privacy Statement at venueswest.wa.gov.au/privacy.

If you wish to take photographs or video footage of your child during a class, please discuss with and seek the approval of the Swim School Coordinator or Supervisor first.

SUPERVISION OF CHILDREN

Please note that VenuesWest swim instructors are not responsible for your children before or after their class. Please remain nearby during their lesson to ensure prompt and timely collection of your child after their class.

Children under 12 years of age are not permitted to enter the venue by themselves and must be supervised by their parent or guardian at all times.

INTERPRETATION OF RULES

Should any interpretation on construction of these rules and regulations arise, then the decision of management in relation to that question shall be final and no claim for compensation or damages or refund may be made by the patron against VenuesWest.

RELEASE AND INDEMNITY

I acknowledge that swimming at any aquatic facility is or can be inherently, actually and / or potentially hazardous or dangerous and that mishaps, accidents and injury (including death) can occur owing to poor physical fitness or condition, the acts or omissions of myself and/or others, equipment failure, wrong or poor technique, over-exertion or any other cause, whether foreseen or unforeseen.

If the person who will be participating in the swimming lessons at the premises of VenuesWest pursuant to the Continuous Program is a minor, then I shall procure that person to abide by these Terms and Conditions as if that person were contractually bound to do so.

I hereby declare that all particulars and details I have provided to VenuesWest are true and correct. I warrant that the person undertaking the swimming lesson is in a good state of health, fitness and physical condition and that there is no medical or other reason whatsoever that could be regarded as a restriction upon or an impediment

to the Continuous Program or participation in swimming lessons. I acknowledge and agree that during all such times as I am on the premises of VenuesWest or its surrounds that both my property and my person shall be at my own risk in every respect.

I hereby release, exclude and discharge VenuesWest and all employees, volunteers, agents and officers thereof from and against all past, current and future liability, in negligence or howsoever, arising from any injury, illness or death or loss of or damage to property occurring to or sustained by me or any child of mine or who is under my care and control whilst in, at or near the premises of VenuesWest. Further I shall not bring or assert or allow to be brought or asserted any claim, demand, cause of action, proceeding, action or the like against VenuesWest or any employee, volunteer, agent or officer thereof in contravention of the previous sentence.

I hereby indemnify and shall keep indemnified VenuesWest and its members, volunteers, agents, officers and employees ('those Indemnified') from, against and in respect to all loss, damage, costs, expenses, claims, demands, actions and liability (however described) suffered, incurred or brought against any of those Indemnified arising from or relating to any:

- injury, illness or death of myself or any minor or other person for whom I am responsible; or
- loss of or damage (including economic, indirect or consequential loss) to property owned by me or anyone else (including any minor or other person for whom I am responsible) arising from, on account of or in connection with:
 - the use of any pool, swimming facilities or equipment of VenuesWest by me or any minor or other person for whom I am responsible; or
 - these Terms and Conditions or any other requirements of VenuesWest, or any breach thereof by me or any minor or other person for whom I am responsible.