

La Trobe Swim School Intensive Program Terms and Conditions**1. TERMS**

- 1.1 La Trobe University's sport and health and fitness facilities and services are provided by La Trobe University, ABN 64 804 735 113 (LTU or us or we or our), through La Trobe Sport.
- 1.2 **Your registration:** To apply to attend LTU's Swim School Intensive Program (**Swim School Intensive Program**), applicants must complete the online registration process via LTU's nominated registration platform (currently Humanitix) (**Registration Form**) and pay the applicable program fee. Registration is subject to availability and is only confirmed once payment has been successfully received and confirmation has been issued by us
- 1.3 By submitting a Registration Form, you (**you or your**) agree to these terms. Upon acceptance of your Swim School Intensive Program application and confirmation by LTU, these terms together with your Registration Form (collectively, the **Terms**) form an agreement between you and LTU in respect of Swim School Intensive Program.
- 1.4 Registrations will remain open until the published closing date or until program capacity is reached, whichever occurs first. We reserve the right to close registrations at any time. Your Swim School Intensive Program application must include all information as required by the Registration Form.
- 1.5 You must promptly notify LTU of any changes to information provided as part of your Swim School Intensive Program application. LTU may refuse or cancel any Swim School Intensive Program application with any missing, incorrect or incomplete information or where changes are proposed without sufficient notice.
- 1.6 **Your responsibility for Attendees:** You accept responsibility for all of your attendees and invitees to LTU in connection with Swim School Intensive Program, including all children, guardian(s), parent(s) or carer(s) (**Attendees**). You are responsible for obtaining all necessary information or consents (including any parental or guardian consent) of Attendees required for attendance at Swim School Intensive Program and for ensuring all Attendees' compliance with these Terms. A reference under these terms to you includes you and all Attendee(s), and vice versa.
- 1.7 LTU may at any time refuse or cancel access to any LTU facilities or services if you or any Attendee fail to comply with any of these Terms.

2. PAYMENTS

- 2.1 Full payment of fees for Swim School Intensive Program (as set out on LTU's Swim School Intensive Program website linked in clause 1.2) is required at the time of completing your Registration Form. Your spot is not confirmed until payment has been successfully processed.

3. CANCELLATIONS

- 3.1 You may cancel your participation by notifying LTU in writing at swimschool@latrobe.edu.au at least 7 days' prior to the commencement of the Swim School Intensive Program date.
- We will only issue a refund where you are unable to attend due to illness or injury and a valid medical certificate is provided.
 - Requests for refunds must be submitted prior to or during the program period.
 - In circumstances where a refund is not available, LTU will issue a credit equal to the value of the program fee for use towards your swim school membership.
 - Any credits issued are non-transferable, not redeemable for cash and must be redeemed within 12 months of date of issue.

- No refund, credit or transfer will be provided for change of mind, scheduling conflicts, participant non-attendance or other non-medical reasons.

- 3.2 **Waitlist:** Where a program reaches capacity, LTU may establish and manage a waitlist. Placement on a waitlist does not guarantee a place in the program

4. PROGRAM DELIVERY

- 4.1 Participation in the Holiday Intensive Swim Program does not guarantee advancement to a particular Swim School level or classification.
- 4.2 **Attendance and Missed Lessons:** The Holiday Intensive Swim Program is delivered over consecutive scheduled days and make-up lessons are not available. Missed sessions cannot be transferred to another participant. LTU will not issue any partial refunds, credits or replacement lessons for missed sessions except as expressly provided under clause 2.2.
5. **FOOD, BEVERAGE & ALCOHOL**
- 5.1 Attendees are only permitted to bring to Swim School Intensive Program cold, ready-to-eat food and beverages that do not require any refrigeration or preparation. Provision of hot food is not permitted, as access to kitchen facilities is not permitted (unless expressly authorised by LTU staff).
- 5.2 LTU does not accept liability in connection with any food or beverage brought to Swim School Intensive Program by any Attendee.
- 5.3 Alcohol is not permitted during Swim School Intensive Program.

6. SAFETY & SUPERVISION

- 6.1 **Directions:** Safety of all Attendees is important to us. Attendees must comply with these Terms, LTU's applicable conditions of entry, and any directions of LTU staff when attending or using our facilities. If any Attendees fail to comply with these Terms, conditions and directions, LTU may in its absolute discretion, exclude, suspend or expel Attendees from participation in Swim School Intensive Program.
- 6.2 **Parent and Guardian Responsibilities:** Parents and guardians must comply with all applicable Royal Life Saving "Watch Around Water" requirements at <https://lsv.com.au/aquatic-industry-services/watch-around-water/>. Children under 10 years of age must be accompanied to and from the facility by a responsible parent or guardian. Children aged 5 years and under must remain under the active supervision of a responsible parent or guardian whenever they are not participating in a supervised lesson.
- 6.3 **Supervision of children:** You acknowledge and agree that:
- the toilets and change rooms used by Attendees may be accessible to members of the public; and
 - while La Trobe Sport will provide supervision of Attendees within and between its facilities, except in exceptional circumstances, it will not supervise or assist any Attendee in a change room or toilet.

7. YOUR CONDUCT

- 7.1 **Rules:** LTU may display rules and conditions about entry and use of facilities and services at the premises, on the equipment, or in the description of the relevant services provided to you (**Rules**). These Rules form part of these Terms and you agree to follow those Rules at all times when using those facilities or services. You also agree to follow any reasonable direction of LTU staff on any health, safety, security or related matters.
- 7.2 **Attire:** You agree to wear appropriate sporting attire, including appropriate sportswear, swimwear and non-marking footwear (as relevant), when using our facilities.
- 7.3 **Safe use:** You agree to take care when using our facilities and services safely and properly, and to ask our staff if unsure. We will

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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 Proper conduct:** You agree to respect our staff and others at all times and 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 Attendees or suspend or terminate your access at any time for such behaviour.
- 7.5 Your property:** You are responsible for keeping your property secure and must not leave your valuables unattended. We accept no responsibility for lost or stolen items. Please enquire with staff about availability of lockers.
- 7.6 Alcohol & drugs:** You must not enter or use our facilities or services under the influence of alcohol, illicit or in the case of equipment users, any performance enhancing drugs and/or medications that state strenuous activity is to be avoided on its warning label.
- 7.7 Smoking:** Smoking is not permitted in or around LTU facilities. Applicable designated smoking areas are accessible on LTU's website at: <https://www.latrobe.edu.au/about/vision/smoke-free-la-trobe>.
- 7.8 Commercial activity:** You must not solicit business on our premises for financial gain, including any personal training, swimming instructing/coaching, medical/dietary advice or other business, without the prior written consent of LTU.

8. MEDICAL CONDITIONS

- 8.1** You must notify La Trobe Sport prior to any Attendee's participation in the Swim School Intensive Program:
- has any medical conditions injury, illness, allergy or disability that may affect their participation or safety;
 - requires medication, treatment, emergency medication or a medical action plan during the Swim School Intensive Program; or
 - is neurodivergent or has any behavioural, developmental or additional support needs that may impact their participation in the Swim School Intensive Program.
- 8.2** If applicable, You must provide any information, documentation, medical action plans, medication, instructions or other materials reasonably requested by La Trobe Sport to support the Attendee's safe participation in the Swim School Intensive Program.
- 8.3** You acknowledge and agree that while La Trobe Sport will make reasonable efforts to support Attendees, LTU may require additional information or documentation before permitting participation and reserves the right to modify, restrict or decline participation where it reasonably considers it is unable to safely accommodate an Attendee's needs.
- 8.4** You agree that in the event of urgent accident, illness, injury or trauma to an Attendee, you authorise La Trobe Sport staff to administer first aid and/or treatment under direction of emergency services to that Attendee (including administration of an EpiPen and/or Ventolin), and/or seek emergency medical treatment for that Attendee from a registered medical practitioner, hospital, or ambulance, and further agree to indemnify LTU and its employees against any costs or fees incurred by LTU in La Trobe Sport administering or seeking such emergency medical treatment.

9. LTU'S LIABILITY

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

Program.

- 9.2** Under the Australian Consumer Law, set out at Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**ACL**), LTU guarantees certain services it provides you in connection with Swim School Intensive Program 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 Intensive Program. Accordingly, you agree, to the extent allowed by section 139A of the Competition and Consumer Act 2010 (**CCA**) 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 an injury of any Attendee) 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) the CCA.
- 9.3** The Terms do not exclude, restrict or modify any terms, conditions, warranties, guarantees, rights or remedies which cannot lawfully be excluded, restricted or modified. Otherwise, unless expressly included in the Terms, all implied terms, conditions, warranties, guarantees, rights and remedies that can be lawfully excluded are excluded.
- 9.4** Without limiting clauses 9.2 and 9.3, LTU does not accept any responsibility or liability to you in connection with your use of Humanitix for Swim School Intensive Program purposes, including in respect of any unavailability of Humanitix. To the extent permitted by law, LTU disclaims all liability to you in connection with your use of Humanitix.

10. CARE & CLEANLINESS

- 10.1 Care of facilities:** You agree to take proper care when attending and using our facilities and not to damage our facilities and equipment. You agree you will be liable to reimburse LTU for any damage to our facilities or equipment due to any deliberate, reckless or negligent use or misuse of facilities by Swim School Intensive Program Attendees or failure to follow our directions regarding their use. Please report any malfunctioning equipment or facility maintenance concerns to La Trobe Sport staff.
- 10.2 Cleaning & rubbish:** Rubbish must be placed in the bins provided. After Swim School Intensive Program you must tidy and restore the facilities to their original condition. Excess rubbish beyond a reasonable amount must be removed and disposed of appropriately. LTU reserves the right to charge you for any excess removal or additional cleaning required due to your failure to meet reasonable cleanliness standards.
- 10.3 Property:** Property left behind after Swim School Intensive Program may be disposed of by LTU at its discretion. LTU may attempt to contact you in connection with any valuable items or deposit in its 'lost & found' repository.

11. PHOTOGRAPHY & RECORDING

- 11.1** 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 (see clause 12).
- 11.2** Attendees may only take photos or recordings under the direction of La Trobe Sport staff and with consent of any subjects. Photos or recordings are only permitted during the dry (non-aquatic) components of Swim School Intensive Program.
- 11.3** Recording devices are not permitted in changing rooms.
- 11.4** It is your responsibility to discuss photos or recordings of Attendees under 18 years of age with those Attendees' parent(s) or guardian(s) (as applicable). If any Attendee requests not to be

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photographed or recorded, this must be communicated with LTU staff prior to the commencement of your participation in Swim School Intensive Program, otherwise Attendees' consent is assumed.

- 11.5** Where your prior consent is obtained via the Registration Form, 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 its social media channels. It is the responsibility of each Attendee (including by way of that Attendee's parent(s) or guardian(s) where applicable) to notify La Trobe Sport Staff prior to commencement of Swim School Intensive Program should that Attendee not consent to: (a) La Trobe Sport's photography and/or videography of them; or (b) such photographs or videos being used and disseminated for the purpose of LTU's marketing.

12. PRIVACY

- 12.1** We require you to provide us with certain personal and health information in order to use LTU's facilities and services, including the details required to be provided by you in the Registration Form, and other such information as may be required for the Swim School Intensive Program.
- 12.2** LTU handles personal and health information in accordance with its privacy policies available at: www.latrobe.edu.au/privacy.
- 12.3** You consent to LTU (or a third party authorised by LTU, including any third-party hosting or other service providers engaged by LTU), using any personal and health information supplied by or on your behalf to LTU (including via the Registration Form), for the primary purpose of administering and supplying LTU's facilities and/or services to you in connection with Swim School Intensive Program.

13. CHANGE, SUSPENSION OR TERMINATION BY LTU

- 13.1 Suspension or closure:** 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. LTU will try to inform you in a timely manner of any changes to the affected facilities or services and any impact on your access to such facilities or services or Swim School Intensive Program.
- 13.2** If LTU requires closure or a significant change to Swim School Intensive Program it will inform you with reasonable notice in the circumstances and attempt where possible to reschedule your participation in Swim School Intensive Program. If rescheduling is not possible or agreed, either you or we may cancel your participation in Swim School Intensive Program upon written

notice to the other; if so, LTU will refund your payments to LTU for the Swim School Intensive Program. You agree this will be LTU's sole liability arising from such cancellation and LTU will not be liable for any further or third-party costs.

- 13.3 Changes to terms:** LTU may from time to time make changes to these Terms (including these terms, our Rules and any operating hours, programs, services and fees), including to comply with a law or direction of a government authority. We will try to do so fairly and by notifying you and giving you a chance to review and cancel your participation in Swim School Intensive Program if the change adversely affects you and you do not agree to it.
- 13.4 Minimum Numbers:** LTU reserves the right to cancel, combine or reschedule a Holiday Intensive Swim Program where minimum participant numbers are not achieved. Where LTU cancels a program under this clause, participants will be offered either:
- a full refund; or
 - a credit for use towards your swim school membership, where available.

14. CHILD SAFETY

- 14.1** LTU is committed to ensuring the safety of children and young people and has implemented policies and procedures in accordance with Victorian Child Safe Standards. For more information and a copy of our policies, please visit our website at: www.latrobe.edu.au/statements/child-safety.
- 14.2** 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.

15. GENERAL

- 15.1 Contact:** If you have any questions or concerns about La Trobe Sport facilities or services please feel free to raise this with a member of La Trobe Sport's onsite staff. For notices under the Terms, or for any other information, feedback complaints or communications, please contact La Trobe Sport by email at: swimschool@latrobe.edu.au.
- 15.2 Other legal:** You agree that LTU has not made any representations or promises that you have relied on that are not in the Terms.
- 15.3** If LTU does not enforce its rights under the Terms at any time, it does not mean that it may not do so in future.
- 15.4** If a court decides that any part of the Terms is or becomes illegal, void or unenforceable, that part is deleted and this does not invalidate the rest of the Terms.
- 15.5** The laws of Victoria, Australia apply to the Terms.