

La Trobe Swim School



latrobe.edu.au/sport

30

minute lessons

\$15

per person

Children Classes
Adult Classes
Water Safety
Survival stroke
skills
Water
competency
Rescue skills
Beginners
Intermediate
Advanced

 sport@latrobe.edu.au

 (03) 9479 2973



LA TROBE
UNIVERSITY

SPORT

REGISTRATION FORM

ADULT CONTACT DETAILS

Full Name: _____ D.O.B: _____
Phone: _____ Mobile: _____
Postal Address: _____
Suburb: _____ Postcode: _____
Email Address: _____

PARTICIPANT 1 DETAILS

Full Name: _____
DOB: _____ Male Female Other
Any medical conditions?: _____

Previous Swimming History: _____

LESSON DETAILS

Preferred Days: _____
Preferred Times: _____
Any other comments: _____

PARTICIPANT 2 DETAILS

Full Name: _____
DOB: _____ Male Female Other
Any medical conditions?: _____

Previous Swimming History: _____

LESSON DETAILS

Preferred Days: _____
Preferred Times: _____
Any other comments: _____

ACCEPTANCE

I can confirm that all the details provided are accurate and that I have read, understood and agree to the Terms and Conditions of La Trobe Swim School and the DDR Service Agreement (see the following pages).

Full Name: _____

Signature: _____

Date: _____

La Trobe Swim School Membership

Terms and Conditions

1. Swim School Member Responsibilities and General Conditions

- 1.1 You are required to complete La Trobe Sport Swim School Enrolment Form including personal (dependent) contact information and emergency details and provide evidence where applicable.
- 1.2 You must provide and keep La Trobe Sport up to date with your personal information and contact details and inform La Trobe Sport of changes that affect your membership, including any changes to your health and/or payment details.
- 1.3 Any persons under the age of 18 will require consent of a parent or guardian prior to becoming a member of the sports centre and will be liable for their obligations in these terms.
- 1.4 You must observe all La Trobe Indoor Sports Centre Conditions of Entry and all directions of La Trobe Sport staff at all times when you are in a La Trobe Sport facility.
- 1.5 You must not solicit business on La Trobe Sport premises for personal financial gain for any purpose including, but not limited to personal training, swimming instructing/coaching or medical/dietary advice, without the prior written consent of La Trobe Sport.
- 1.6 Membership holders may use lockers in the change rooms during their visit. Lockers are free of charge for the first 2 hours for membership holders.
- 1.7 La Trobe Sport will use its best endeavours to ensure equipment is safe for use. It is your responsibility to check equipment prior to use and report any potential safety concerns to La Trobe Sport.
- 1.8 You agree that at any time La Trobe Sport may vary these terms and conditions, including the conditions of entry, operating hours, programs, services and fees. If the change is beneficial to you or has a neutral impact, the change will be made without notice and with immediate effect. For all other changes (including any increases in fees) La Trobe Swim School will provide you with at least 30 days' written notice to your provided email address. In the event your membership fees increase, you may terminate your membership agreement by emailing La Trobe Swim School at swimschool@latrobe.edu.au within 14 days of receiving a fee increase notice.
- 1.9 By renewing your La Trobe Swim School membership you agree to terms and conditions that apply at the time of the renewal.

2. Membership Fees/Payments

- 2.1 You agree to pay all membership fees applicable to the swim school membership type you selected in your La Trobe Sport Enrolment Form.
- 2.2 You agree to pay Swim School membership fees:

- a. By direct debit via Ezidebit in accordance with clause 3; or
- b. You will not be required to pay when lessons or facilities are closed due to Covid-19. La Trobe Swim School will freeze all memberships and lesson fee's will not be debited.

3. Direct Debit

- 3.1 By selecting to pay your membership via direct debit, you authorise the University and any third party direct debit payment service provider engaged by the University, to debit your membership fees from your nominated account or credit card.
- 3.2 For Swim School Memberships, you agree that direct debit payments will be processed for the fortnight on the nominated direct debit Monday. If you sign up to the swim school after the scheduled direct debit date, you will be debited on the same business day, and then on every scheduled direct debit date thereafter. La Trobe Swim School Learn to Swim program is a term-based program and only runs on the school term weeks recognized by the Victorian State government. Memberships will be suspended during term breaks (Victorian School Holiday's). Classes do not run on public holidays recognised by the Victorian State government and no fees will be charged if your class falls on these days.
- 3.3 You must ensure the nominated bank or credit card account accommodated for direct debit and has sufficient funds available to honour each payment.
- 3.4 You must ensure your account or card details are up to date. You are responsible for informing La Trobe Swim School of any changes or updates to your payment details.
- 3.5 If a payment is rejected for any reason, a \$5.00 dishonour fee may be charged to you.
- 3.6 For any disputes in relation to your direct debt, you must notify La Trobe Swim School via email at swimschool@latrobe.edu.au

4. Additional Services

- 4.1 At your request, La Trobe Sport may provide additional services for you. Such additional services will incur additional expenses on top of your Membership Fees. The price for those additional services is available on the La Trobe Sport Website - <https://www.latrobe.edu.au/sport>

5. Cooling Off Period

- 5.1 You may terminate your membership within 10 business days from the commencement date of your membership as stated on your Membership Application. During this time, you are entitled to a full refund minus any lessons used that you made in the cooling off period. You must return any property owned by La Trobe Sport. After this period all membership passes, casual visits and complimentary vouchers are non-transferable, non-refundable, and non-redeemable.

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- 5.2 To cancel your membership during the cooling off period, you must make a request in writing to La Trobe Swim School at swimschool@latrobe.edu.au.

6. Membership Fees/Payments

- 6.1 La Trobe Sport operating hours can be found here: <https://www.latrobe.edu.au/sport/about-us/opening-hours>.
- 6.2 In order to access the facility, you must sign in at the entry each time you attend a La Trobe Sport facility. Failure to register at reception may result in access being denied.
- 6.3 Direct Debit Swim School members can swim for free during term. One parent or guardian free swim entry is permitted when accompanying the Learn to Swim member who is 12 years or under.
- 6.4 Additional parents/siblings will be required to pay full price if using the facilities/and on the day/night of the swim lesson.
- 6.5 Users may pay standard fees to access the facilities during non-teaching periods i.e. outside of term time.
- 6.6 University staff and students will have access through use of your University issued staff or student card.
- 6.7 Program participants will be issued with a membership card. This card must be scanned at reception when attending the facility. Replacement of lost cards will incur a fee of \$10.00.
- 6.8 La Trobe Sport will keep you updated with operating hours and any changes that may occur on its website and other social media platforms that include Instagram, Facebook, LinkedIn & Twitter.

7. Privacy

- 7.1 You agree that information provided by you to La Trobe Sport, including health, medical and financial information may be disclosed and used in accordance with the University's privacy policies found here: <https://www.latrobe.edu.au/privacy/resources>

8. Security and Safety

- 8.1 In the interest of patrons' safety and enjoyment, La Trobe Sport will not tolerate unruly or disruptive behaviour. Such behaviour may result in ejection from the premises, suspension, or termination of your membership.
- 8.2 You agree to observe all rules, signs, staff instructions and codes of conduct within all La Trobe Sports facilities.
- 8.3 You agree to wear appropriate sporting attire and non-marking footwear when at a La Trobe Sport facility.
- 8.4 For security purposes photographs of visitors may be taken and stored.

- 8.5 Under no circumstances are patrons allowed to use electronic devices in the changing room areas.
- 8.6 Security surveillance is recorded throughout La Trobe Sports facilities.
- 8.7 At no time is an individual to enter the La Trobe Sports facilities under the influence of alcohol, illicit drugs and/or medications that state strenuous activity is to be avoided on its warning label.
- 8.8 All facility conditions of entry must be adhered to. Failure to do may result in refusal of entry or a request to leave.
- 8.9 The use of cameras, video recorders or any other image-recording device is prohibited within our facilities.
- 8.10 Suitable swimwear must be worn when using the indoor swimming pool
- 8.11 Do not enter the water if you have diarrhoea or had gastroenteritis within the last 48 hours.

9. Liability and Risk

- 9.1 You acknowledge that whilst every attempt is made to ensure that the sport and fitness services and facilities provided to you by La Trobe Sport are safe, there are some significant risks involved with physical activity, and you accept those risks.
- 9.2 You agree you are responsible for your own safety and the security of your property while at a La Trobe Sport facility.
- 9.3 You agree that La Trobe Sport is not liable for any loss or damage to your property or indirect or consequential loss to you or your property.
- 9.4 You acknowledge and agree that you use La Trobe Sport facilities and equipment at your own risk and you release, to the fullest extent permitted by law, La Trobe University, its officers, employees and agents from all claims and demands of whatever kind which may arise from your use of the facilities and equipment.
- 9.5 You undertake to make sure that you know how to exercise safely, and in the event you do not know how to do so, you agree to ask a La Trobe Sport staff member.

10. Membership Suspension and Cancellations

- 10.1 You cannot transfer your membership and there are no refunds of membership fees.

10.2 Suspension

La Trobe Swim School Memberships cannot be suspended unless for medical reasons where a valid medical certificate has been provided to swimschool@latrobe.edu.au. Special exemptions may be made for Covid-19 related matters in line with current public health and wellbeing guidelines and should be submitted in writing to swimschool@latrobe.edu.au.

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10.3 Cancellation

You may cancel your La Trobe Swim School membership at any time by providing La Trobe Swim School no less than 14 days written notice at swimschool@latrobe.edu.au.

Upon cancellation you must pay all membership fees until the date the cancellation of membership takes effect.

- a. La Trobe Sport may suspend your membership or refuse entry to any La Trobe Sport facility, program, activity or similar if you breach these terms.
- b. La Trobe Sport may cancel your membership (including without prior notice and without refund) if you breach these terms and conditions, and behave in a manner that is considered a risk to yourself, other members of staff, or deemed inappropriate including, but not limited to:
 - i. Threatening or harassing others
 - ii. Allowing a non-member to use your access card to enter the facilities
 - iii. Using illegal or performance enhancing drugs
 - iv. Damaging equipment
 - v. Exhibiting behaviour that may cause injury.

11. Missed Lessons and Refunds

- i. Lessons are not refundable, except under exceptional circumstances (e.g. illness with supporting documentation).
- ii. The member is eligible to receive up to two (2) lessons in the form of credit per school term upon presentation of certification from a registered medical practitioner that the member should not use La Trobe Sport facilities for a specified period due to injury or a medical condition.
- iii. An application for credit form must be completed within one month of the missed lesson for a credit to be considered and relevant documentation must be provided.
- iv. Credit will be added to the family account for any lessons cancelled by La Trobe Swim School.
- v. No cash refund will be given.
- vi. Refunds or credits will not be offered for any missed lessons, due to holidays, clashes with other activities etc.
- vii. La Trobe Swim School reserves the right to cancel members position in a class if a member of the Swim School does not attend for a 1 week period without communication.
- viii. Failed payment for reasons such as insufficient funds, expired card details etc will result in result in barred access until payment has been made at the La Trobe Indoor Sports Centre Reception. Failure to resolve payment issues may result in a cancellation of your swim school membership and forfeit of a position in a particular class.

12. Enrolment and Trial Lessons

La Trobe Sport Swim School does not offer trial lessons, if you wish to change your class for any reason, La Trobe Swim School will endeavour to find an alternative time or teacher but is not obligated.

La Trobe Sport reserves the right to consolidate the swim lessons if the classes do not reach 75% capacity. We will notify you if this occurs. This may result in changing your child's class day/time to one other than your first preference

13. Supervision of children during aquatic programs - Water Wise

- i. Children under 12 years:
Must be accompanied into the centre by a responsible parent/guardian.
Must be constantly and actively supervised.
Parents/guardians must position themselves to have a clear view of the child with no physical or structural barriers between them and the child/children
- ii. Children under 5 years:
Must be accompanied into the centre and the water by a responsible parent/guardian
Must stay within arm's reach during recreational play activities
- iii. Children under 12 years:
Maximum 1 Parent / Guardian to 4 Children
- iv. Children under 5 years:
Maximum 1 Parent / Guardian to 2 Children

14. La Trobe Swim School may suspend your membership and refuse entry to any La Trobe Sport facility if you breach these terms and conditions and/or conditions of entry.

15. Mobile phone usage, photography and filming is not permitted on pool deck.



DDR SERVICE AGREEMENT (Ver 1.11)

DDR Service Agreement (Ver 1.11)

I/We hereby authorise Global Payments Australia 1 Pty Ltd ACN 601 396 543 (Direct Debit User ID number 342190, 342191, 428198) (referred to as "Ezidebit") to make periodic debits on behalf of the Business (referred to as "the Business") as indicated on the attached Direct Debit Request which incorporates this DDR Service Agreement.

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services) to me/us for the Business pursuant to the Direct Debit Request and has no express or implied liability in relation to the goods and services provided or to be provided by the Business or the terms and conditions of any agreement that I/We have with the Business.

I/We acknowledge that the debit amount will be debited from my/our nominated card or bank account according to the terms and conditions of my/our agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement including the Fees/Charges in the Direct Debit Request).

I/We acknowledge that the details of my/our nominated card or bank account should be verified (eg: against a recent card or bank statement) to ensure accuracy of the details provided and I/we will contact my/our financial institution if uncertain of the accuracy of these details.

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient available/cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the due date for the debit. Direct debits normally occur overnight, however transactions can take up to 3 banking business days depending on the financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the debit amount has been debited from the account. If there are insufficient funds available, I/we agree that Ezidebit will not be responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We acknowledge that there may be a delay in processing the debit if:

1. a payment request is received by Ezidebit after Ezidebit's usual cut off time, being 3:00pm Qld time, Monday to Friday;
2. a payment request is received by Ezidebit on a day that is not a banking business day in Sydney, NSW and Melbourne, VIC; or
3. there is a public or bank holiday on the day when the debit transaction is due to be processed or on any of the following days until the debit is processed.

Any payment that falls due on any of the above will be processed on the next business day.

I/We authorise Ezidebit to vary the amount of the payments from time to time upon receiving instructions from the Business of a variation provided for within my/our agreement with the Business or as may be agreed by me/us and the Business. I/We do not require Ezidebit to notify me/us of the variation to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request (including this DDR Service Agreement) including varying the Debit Arrangement.

I/We will contact the Business if I/we wish to alter or defer the Debit Arrangement. I/We acknowledge that any request by me/us to stop or cancel the Debit Arrangement will be directed to the Business.

I/We acknowledge that any dispute regarding a debit will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/we will contact my/our financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee (as referred to in the Debit Arrangement) may be payable by me/us to Ezidebit. I/We will also be responsible for any fees and charges applied by my/our financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and agree to pay those fees and charges to Ezidebit.

"Ezidebit" may appear as the merchant for a payment from my/our credit card (including a debit or charge card). I/We acknowledge and agree that Ezidebit will not be liable for any disputed transactions resulting from the supply or non supply of goods and/or services and that all disputes will be directed to the Business (as Ezidebit is acting only as a Direct Debit Agent for the Business). The Transaction Fee for a debit to a Credit Card calculated as a percentage may be subject to a minimum amount.

I/We appoint Ezidebit as my/our agent for the control, management and protection of my/our personal information (relating to the Business and this Direct Debit Request) which is disclosed to Ezidebit. I/We irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, my/our personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to my/our personal information to third parties in accordance with the Ezidebit Privacy Policy.

Other than as provided in this Direct Debit Request or the Ezidebit Privacy Policy, Ezidebit will keep your personal information about your nominated account private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debt collection agency for the purposes of debt collection or as otherwise required or permitted by law. The Ezidebit Privacy Policy can be found at <http://www.ezidebit.com/au/privacy-policy/>.

I/We hereby irrevocably authorise, direct and instruct any third party who holds/stores my/our personal information (relating to the Business and this Direct Debit Request) to release and provide such information to Ezidebit.

I/We authorise:

1. Ezidebit to verify with my/our financial institution and/or correct, if necessary, details of my/our account; and
2. My/our financial institution to release information allowing Ezidebit to verify my/our account details.

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