

La Trobe Swim School



latrobe.edu.au/sport

30

minute lessons

\$18.50

per person

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

 swimschool@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: _____

Swim & Survive Level: _____

PARTICIPANT 2 DETAILS

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

Previous Swimming History: _____

LESSON DETAILS

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

Swim & Survive Level: _____

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 Terms and Conditions
1. Registration process

- 1.1** La Trobe University's sport, health and fitness facilities and services are provided by La Trobe University (ABN 64 804 735 113) through La Trobe Sport (**LTU** or **us** or **we** or **our**).
- 1.2** LTU offers its La Trobe Swim School programs as described on LTU's website at:
<https://www.latrobe.edu.au/sport/community-programs/la-trobe-swim-school> (**Swim School**).

Membership

- 1.3** To apply to become a Swim School member and participate in Swim School, applicants must complete and sign a Swim School membership registration form in the form supplied by LTU (**Registration Form**).
- 1.4** By submitting the Registration Form to LTU, you (**you** or **your**) agree to these terms and conditions.
Upon acceptance of your Registration Form as confirmed by LTU in writing (**membership commencement date**), these terms and conditions together with your Registration Form (collectively, the **Terms**) form an agreement between you and LTU in respect of your Swim School membership (**membership**) and participation in Swim School.
- 1.5** LTU may display rules and conditions concerning entry to and use of our premises, facilities and services (**Rules**). These Rules form part of the Terms. You agree to follow the Rules when attending our premises and using our facilities and services.

Attendees and information

- 1.6** You accept responsibility for all children in your care participating in Swim School as part of the membership (**Attendees**). A reference under these Terms to you includes you and all Attendee(s), and vice versa.

You are responsible for:

- (a) obtaining all necessary information or consents (including any parental or guardian consent) of Attendees required for their participation in Swim School; and
 - (b) ensuring all Attendees' compliance with these Terms.
- 1.7** You must promptly notify La Trobe Sport of any changes to information provided by you in the Registration Form or otherwise in connection with your membership by emailing swimschool@latrobe.edu.au.
- 1.8** LTU may at any time refuse or cancel access to any LTU facilities or services (including your membership) if you or any Attendee fail to comply with any of these Terms.

2. Membership

- 2.1** Your membership is ongoing and cannot be suspended. Your membership continues until cancelled by you or LTU in accordance with the Terms.
- 2.2** Your membership is personal and cannot be transferred to any other person.

Cancellation

- 2.3** You may cancel your membership within 10 business days of your membership commencement date (**cooling off period**) by emailing: swimschool@latrobe.edu.au. We will refund any Swim School fees paid by you, minus the monetary value of any Swim School lessons you attended during the cooling off period.
After the cooling off period, your membership may only be cancelled or suspended in accordance with the Terms.
- 2.4** Following the cooling off period, you may cancel your membership by providing at least 14 days' prior written notice by emailing swimschool@latrobe.edu.au, in which case:
- (a) you must pay all membership fees up to the effective date of cancellation; and

- (b) the Terms are terminated at the effective date of cancellation.

3. Swim School
Lessons

- 3.1** Swim School operates during the dates and at the times specified on LTU's website at:
<https://www.latrobe.edu.au/sport/community-programs/la-trobe-swim-school>.
- 3.2** Your membership entitles Attendees to attend one Swim School lesson per week. Please email La Trobe Sport at swimschool@latrobe.edu.au or call (03) 9479 2973 to book or change Swim School lessons. La Trobe Sport may consolidate Swim School lessons if they do not reach 75% capacity or higher (LTU will notify you if this occurs).

You may book additional lessons by paying the applicable fees specified on LTU's website at:

<https://www.latrobe.edu.au/sport/community-programs/la-trobe-swim-school>.

Make-up lessons

- 3.3** Each Attendee is entitled to attend one make-up lesson per Victorian State government school term in circumstances where that Attendee has missed a scheduled lesson during that school term due to injury, illness or other circumstances.

Attendees are not entitled to attend any additional make-up lessons for booked lessons they have missed or otherwise cancelled.

Credits (injuries and medical conditions)

- 3.4** You are entitled to have credits applied to your membership for an Attendee to attend up to 2 Swim School lessons per Victorian government school term in circumstances where that Attendee has missed lessons during that school term due to injury or illness. This is subject to you providing La Trobe Sport a medical certificate specifying that the Attendee should not attend Swim School during the period of missed lessons.

Access and facilities

- 3.5** LTU will provide you a membership card that must be scanned at the La Trobe Indoor Sports Centre (**Centre**) reception desk each time you attend LTU for Swim School.

Replacement of lost cards will incur an administration fee of \$10.00, payable to LTU as directed by La Trobe Sport staff.

- 3.6** Attendees may use lockers in the Centre change rooms during Swim School times. Lockers are free of charge for 2 hours on each occasion (longer use may be subject to fees payable to LTU).
- 3.7** During the term of your membership, Attendees (including one parent or guardian for any Attendee that is 12 years of age or under) may swim in the Centre pools without further charge during the Centre's pool operating hours specified on LTU's website at: <https://www.latrobe.edu.au/sport/community-programs/la-trobe-swim-school>.
- 3.8** Attendees wishing to access paid LTU facilities and/or services other than Swim School will need to pay corresponding fees specified by LTU. Access to such facilities and/or services may be subject to separate terms and conditions specified by LTU.
- 4. Fees**
- 4.1** Minimum weekly membership fees are the monetary value of a group class (set out on LTU's website at: <https://www.latrobe.edu.au/sport/community-programs/la-trobe-swim-school>) multiplied by the number of Attendees (**fees**).
- 4.2** Fees will not be charged for periods which Swim School does not operate, or in circumstances LTU cancels a scheduled lesson. This includes Victorian public holidays and certain periods of

La Trobe Swim School Terms and Conditions

Victorian government school term holidays. Please refer to LTU's website for Swim School dates and times of operation:
<https://www.latrobe.edu.au/sport/community-programs/la-trobe-swim-school>.

Direct debit

4.3 Swim School fees are payable fortnightly by direct debit. You agree that, in respect of your Swim School fees:

- (a) all billing services will be provided by our third-party biller (Ezidebit Pty Ltd) (**biller**), not LTU, and you will be required to enter into a separate authorisation and direct debit service agreement (or equivalent) with the biller in respect of payment of the fees
- (b) you authorise our biller to deduct from your nominated account all fees and other charges you are responsible for under these Terms
- (c) debits will be processed fortnightly on Mondays (or the next business day if a Monday is a public holiday) commencing on your membership commencement date; if your membership commences after a Monday, the first debit will occur on your membership commencement date or the following business day
- (d) you must ensure your account and payment details are up to date, and must inform us of any changes to these details
- (e) you must ensure your nominated account has sufficient funds available to honour each payment
- (f) if a payment cannot be debited due to insufficient funds or any reason other than in the biller's control, an administration and dishonour fee may be charged to you by the biller and added to your next debit amount
- (g) you authorise our biller to deduct any unpaid arrears outstanding on your account; and
- (h) your bank or provider may charge you a fee for overdrawing your account if you do not have enough money in your account when payment is due.

5. Safety & supervision

5.1 Any Attendee under 10 years of age must be supervised by a responsible parent or guardian in strict accordance with the Watch Around Water policy found at:
<https://lsv.com.au/aquatic-industry-services/watch-around-water> and this clause.

For Attendees 5 years of age and younger, they must be:

- (a) accompanied into the Centre and water by a responsible parent or guardian; and
- (b) supervised by and within an arm's reach of a responsible parent or guardian during recreational play activities.

For Attendees under 10 years of age, they must be:

- (a) accompanied into the Centre by a responsible parent or guardian, and constantly and actively supervised; and
- (b) in clear view of their parent or guardian with no physical or structural barriers between them and their parent or guardian (including mobile phones and electronic devices).

5.2 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.

6. Medical & behavioural

6.1 You agree to, prior to an Attendee's participation in Swim School, notify La Trobe Sport by emailing swimschool@latrobe.edu.au of any medical or behavioural conditions of that Attendee that may impact their participation in Swim School.

You take all responsibility to manage such conditions, including administration of associated medications and action plans.

6.2 You agree that in the event of urgent accident, illness, injury or trauma to an Attendee, you authorise LTU to seek emergency medical treatment for that Attendee from a registered medical practitioner, hospital or ambulance, and further agree to indemnify LTU and its personnel against any costs or fees incurred by LTU seeking such emergency medical treatment.

7. General conduct

7.1 You agree to follow any reasonable direction of LTU staff on any health, safety, security or related matters.

7.2 You agree to wear appropriate sporting attire, including appropriate sportswear, swimwear and non-marking footwear (as relevant), when using our facilities.

7.3 You agree to take care to use our facilities and services safely and properly, and to ask our staff if unsure. LTU may require orientation or training to familiarise you with certain facilities or services before use.

We will 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 Please do not attend LTU facilities if you have had diarrhoea or had gastroenteritis within the last 48 hours.

7.5 You agree to respect our staff and others at all times. You agree 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 Attendee from or suspend or terminate their access to LTU's facilities or services at any time for such behaviour.

7.6 You agree not to damage our facilities and equipment. You agree you will be liable to reimburse LTU for any damage to our facilities or equipment caused by your reckless or negligent actions or omissions.

7.7 You must not enter or use our facilities or services under the influence of alcohol or illicit drugs, or medications with a warning label stating strenuous activity is to be avoided (or equivalent).

7.8 Smoking is not permitted in or around LTU facilities. Applicable designated smoking areas are specified on LTU's website at: <https://www.latrobe.edu.au/about/vision/smoke-free-la-trobe>.

7.9 You must not solicit business on our premises for financial gain, including provision of any personal training, swimming instructing/coaching, medical/dietary advice or other business, without the prior written consent of LTU.

8. Liability

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

8.2 You are responsible for keeping your property secure and must not leave your valuables unattended during Swim School. We accept no responsibility for lost or stolen items.

Australian consumer law

8.3 Under the Australian Consumer Law, set out at Schedule 2 to the *Competition and Consumer Act 2010* (Cth), LTU guarantees certain services it provides you in connection with Swim School 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. Accordingly, you

La Trobe Swim School Terms and Conditions

agree, to the extent allowed by section 139A of the *Competition and Consumer Act 2010* (Cth), 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 injury) 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) of the CCA.

- 8.4 You agree that the notice: "*Warning Under the Australian Consumer Law and Fair Trading Act 2012*" set out at Schedule 1 to these terms and conditions applies to these Terms as if signed by you.

Implied terms

- 8.5 To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on you or LTU are excluded from the Terms.

9. Photography & recordings

- 9.1 You are not permitted to use recording devices in Centre changing rooms.
- 9.2 You cannot photograph or film around LTU pools without prior approval from a La Trobe Sport staff member. If such approval is provided, your photos or videos must, to the maximum extent possible, only capture Attendees and no one else.

10. Privacy
Collection and use of information

- 10.1 We require you to provide us with certain personal information and health information in order to access LTU's facilities and services in connection with Swim School, including the details provided by you in the Registration Form and other such information as may be required for your membership and participation in Swim School.
- 10.2 You consent to LTU (or a third party authorised by LTU, including the biller any other third-party service provider engaged by LTU in connection with Swim School) using any personal information and health information supplied by you or on your behalf to LTU for the primary purpose of supplying LTU facilities and services to you in connection with your membership and participation in Swim School.
- 10.3 LTU handles personal information and health information in accordance with its privacy policy available at: www.latrobe.edu.au/privacy (**Privacy Policy**).

Marketing and surveillance

- 10.4 Where your prior consent has been obtained, 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 LTU's social media channels.
- 10.5 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.

Contact

- 10.6 For any queries or complaints relating to your personal information, or to obtain a copy of our Privacy Policy, please contact the La Trobe Sport team by emailing swimschool@latrobe.edu.au, or LTU's Privacy Officer by emailing privacy@latrobe.edu.au.

11. Change

- 11.1 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.
- 11.2 We will provide you reasonable notice of any change significantly impacting your participation in Swim School. If the change is not agreed by you, you may cancel your membership in accordance with clause 2.3.
- 11.3 LTU may from time to time make changes to these Terms (including our operating hours, services and fees), including to comply with a law or direction of a government authority. Where such changes affect you, we will notify you and give you a chance to cancel your membership if the change adversely affects you and you do not agree to it.

12. Miscellaneous

- 12.1 If you have any questions or concerns, or to provide us notice under these Terms or any other information, feedback, complaints or communications, please email: swimschool@latrobe.edu.au.
- 12.2 You agree that LTU has not made any representations or promises that you have relied on that are not in the Terms.
- 12.3 If a party does not enforce its rights under the Terms at any time, it does not mean that it may not do so in future.
- 12.4 If a court decides that any part of the Terms is or becomes illegal, void or unenforceable, that part is deleted from the Terms and this does not invalidate the rest of the Terms.
- 12.5 The laws of Victoria, Australia apply to the Terms. Any dispute concerning the Terms will be governed by the Courts of Victoria, Australia.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

- are rendered with due care and skill; and
- 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.

Under section 22 of the ***Australian Consumer Law and Fair Trading Act 2012***, the exclusion of these statutory guarantees is brought to your attention by this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the ***Australian Consumer Law and Fair Trading Act 2012***.



Global Payments Australia 1 Pty Ltd ACN 601 396 543 Authorised Representative under AFSL 315388

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.

PO Box 3327
Newstead, QLD 4006
Ph: (07) 3124 5500