

The School Swimming and School Programs are operated by the State Sport Centres Trust trading as State Sport Centres (ABN 16 374 471 008) (SSC) at the Melbourne Sports and Aquatic Centre (MSAC) at 30 Aughtie Drive, Albert Park VIC 3206. In addition to MSAC, the SSC operates other venues, including Lakeside Stadium, State Netball and Hockey Centre and Knox Regional Sports Park (together, **Venues**).

These Terms and Conditions (**Terms**), together with the SSC General Terms and Conditions of Entry and Use, and any other policies, operational rules and instructions provided by the SSC, apply to the school contact or liaison (**You**) and the registered child in the School Swimming or School Program (**Participant**).

It is your responsibility to inform yourself of the Terms in this Agreement. By submitting your enrolment, you acknowledge that you have read, understand and agree to the Terms.

For the purposes of these terms and conditions, **Activity** means any authorised or recognised activities conducted by School Swimming or School Programs.

SSC Rules and Instructions

1. You acknowledge and agree that attendance at the Activity is subject to the rules and/or directions of the SSC at all times.
2. You agree to follow any rules and/or directions set by SSC in connection with each of its Venues and acknowledge that if you fail to comply with any such rules or directions, you will not be permitted to access all SSC Venues, facilities and services and you will not be entitled to a refund of any fees paid.

Standards of Behaviour

3. The SSC aim is to provide a safe environment for everyone at our Venues (including our staff and other patrons). Accordingly, we prohibit behaviours that are abusive, threatening or at the SSC's sole determination, likely to disturb, detract or impair other individuals' experience.
4. By agreeing to these Terms, for the duration of your Membership, you agree to follow SSC's;
 - a) Terms and Conditions of Entry and Use;
 - b) Standards of Behaviour;
 - c) Filming and Photography Policy; and
 - d) Prohibited Items policy.
5. The SSC reserves the right to end a Participant's enrolment in the program where:
 - a) the SSC reasonably believes that these Terms have been breached;
 - b) the Participant's registration information contains false, inaccurate or misleading information; or
 - c) the Participant does not comply with clause 3 or fails to follow reasonable directions of SSC staff and activity facilitators.

SCHOOL SWIMMING ONLY (clauses 6 to 16)

Bookings

6. Bookings for School Swimming must be made via email to schools@ssct.com.au.
7. A contract will be sent approximately 3 months prior to the intended booking date.
8. The booking contract:

- a) will confirm student numbers, booking dates and session times;
 - b) must be reviewed, signed and returned to SSC via email no later than 4 weeks prior to the first day of the booking;
 - i. Return of a signed, valid contract is required before an invoice is sent to the primary client contact for the booking party unless otherwise specified;
 - ii. Invoice/s are required to be paid at least 14 days prior to the first date of the intended booking;
 - iii. Failure to pay invoice will result in a warning email being sent to the primary client contact for the booking party 7 days prior to the first date of the intended booking;
 - iv. If SSC has had no contact 7 days prior to program commencement, the booking may be modified or cancelled; and
 - v. Instructions for fee payments will be contained within the invoice.
9. Bookings are not transferable to other programs, Activities or to other people.
 10. Use of the wave pool and other MSAC facilities are not included as part of the booking unless agreed upon prior with SSC.
 11. SSC reserves the right to cancel or change classes, sessions, locations and instructors/coaches or move students if the need arises. SSC will communicate any changes to you in advance, where possible.
 12. You consent to the collection, use and handling of your personal information as set out in the State Sport Centres Trust Privacy Policy (available at [Privacy Policy - State Sports Centres](#)).
 13. You should provide SSC relevant information regarding any behavioural or medical management issues pertaining to the Participant/s.
 14. Participants under the age of 10 must be checked in (to their respective SSC instructor's class) and collected (from their respective SSC instructor's class) by a school teacher, parent or volunteer aged eighteen years or over at the start and conclusion of every lesson. Children under the age of 10 must be actively supervised by a school teacher, parent or volunteer at all times within the Venue and while in the water.
 15. All students are required to complete a swim test before taking part in an aquatic Activity.
 16. The design and structure of the Activity are the responsibility of SSC:
 - a) The number of students in each session will be limited to a maximum of 40 students.
 - b) SSC operates with a maximum 1:10 participant to swim instructor ratio in addition to a swim school supervisor.
 - c) SSC follows and is an accredited facility of the 'Watch Around Water' guidelines, which outline requirements for child supervision in an aquatic environment (available at <https://lsv.com.au/aquatic-industry-services/watch-around-water>). These guidelines must be followed at all times.
 - d) Session times are set at 45 mins, with the first lesson of the day commencing at 9:30am.
 - e) Sessions will run from 9:30am until 2:30pm, with a break from 12:30pm until 1pm.
 - f) Sessions will conclude at the scheduled time and will not be extended regardless of lateness or travel times of the school.
 - g) Any Access and Inclusion Participants must be notified in advance at the time of the booking. The booking party acknowledges that SSC does not guarantee available staff are Access and Inclusion qualified and may not be reasonably expected to be comfortable teaching these lessons. For the safety of students and instructors a carer

must be provided by the hirer to assist in the water by the booking party if required, to facilitate participation in the activity.

- h) All groups attending must be provided a Certificate of Currency. Available on the SSC website www.statesportcentres.com.au/schools/
- i) SSC will provide a minimum of one lifeguard for every 100 patrons in the aquatic area, and a minimum of one lifeguard for every 40 patrons in the wave pool.

SCHOOL PROGRAMS ONLY (clauses 17 to 23)

Bookings

- 17. All students are required to complete a swim test before taking part in any aquatic activity
 - a) Life jackets will be provided for weak swimmers and/ or on request.
 - b) Students are required to complete a 25-metre swim test in the dive pool before riding the Giant Speed Slide.
- 18. For casual group bookings:
 - a) SSC operates a 1:10 participant to program instructor ratio for all aquatic bookings and a 1:15 participant to program instructor ratio for stadium bookings.
 - b) SSC is committed to the safety and wellbeing of children and young people. All bookings with Participants under 18 years of age require a minimum of two (2) adult school staff supervising Participants at all times. Working With Children Checks for adult staff/supervisors shall be made available when requested by SSC staff.
 - c) School bookings are not recurring and only made on a casual basis.
 - d) All facilities are subject to availability.
 - e) SSC staff will not be rostered to provide special activities for the group.
 - f) Access is not guaranteed if the aquatic area has reached capacity.
- 19. The booking contract:
 - a) will confirm student numbers, booking dates and session times; and
 - b) must be reviewed, signed and returned to SSC via email no later than 4 weeks prior to the first day of the booking;
 - i. Return of a signed, valid contract is required before an invoice is sent to the primary client contact for the booking party unless otherwise specified
 - ii. Invoice/s are required to be paid at least 14 days prior to the first date of the intended booking
 - iii. Failure to pay invoice will result in a warning email being sent to the primary client contact for the booking party 7 days prior to the first date of the intended booking
 - iv. If SSC has had no contact 7 days prior to program commencement, the booking will be modified or cancelled
 - v. Instructions for fee payments will be contained within the invoice.
- 20. Enrolment in the Activity is non-transferable to other programs, Activities or to other people.
- 21. All groups attending must be provided a Certificate of Currency. Available on the SSC website www.statesportcentres.com.au/schools/
- 22. For group bookings larger than 300, a dedicated First Aider is required. A copy of First Aid

qualifications must be made available on request and must provide own supplies.

23. SSC will provide a minimum of one lifeguard for every 100 patrons in the aquatic arena, and a minimum of one lifeguard for every 40 patrons in the wave pool.

Communication

24. School Swimming and School Programs may use a variety of communication channels, such as emails, text messages or website updates. You are responsible for ensuring your contact details are up to date on the SSC client Portal to avoid missing important communications.
25. You will be notified of all first aid treatments, medical attendance or significant incidents relating to the Participant. You may be required to read and sign an incident report.
26. If a Participant becomes ill or suffers an injury during the program and the supervising contact/s are unavailable, you consent to the Participant receiving first aid or emergency medical treatment as deemed necessary by the SSC. You agree that you are responsible for any associated costs of such emergency medical treatment and/or ambulance transport.

Cancellation or non-attendance

27. The School or Group may cancel an Activity by providing written notice of the cancellation to the Schools Swimming Supervisor, Swim School Team Leader or equivalent representative.
28. If the School or Group cancels an agreed booking:
- more than 3 months' notice of cancellation prior to the period of hire, 50% of any deposit will be retained by SSC and the balance refunded to the hirer, or 10% of the hire fee;
 - less than 3 months' notice of cancellation prior to the period of hire, the hirer will forfeit to SSC the entire Deposit, or 20% of the hire fee;
 - less than 14 days' notice of cancellation prior to the period of hire, and the fee is less than or equal to \$10,000, the hirer must pay the full fee to SSC within 7 days of cancellation; and
 - less than 30 days' notice of cancellation prior to the period of hire, and the fee is more than \$10,000, the hirer must pay the full fee to SSC within 7 days of cancellation.

Disclosure of Medical Conditions

29. Each time a Participant utilises SSC's Venues, facilities and services, you warrant that the Participant:
- is and continues to be medically and physically fit and able to participate fully in the Activity, unless prior arrangements have been made with SSC;
 - is not a danger to his or herself or to the health and safety of others; and
 - is not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for you to utilise the Venue, facilities and services.
30. You acknowledge that you must, and you agree that you will, disclose any pre-existing medical or other condition that may affect the risk that the Participant or any other person will suffer injury, loss or damage. You acknowledge that the SSC relies on information provided by you and that all such information is accurate and complete.
31. You agree to report any accidents, injuries, loss or damage you suffer during use of a Venue's facilities and services to SSC before you leave the Venue.

Communicable Disease and Sickness

32. You, or a Participant under your control, must not swim if suffering from any contagious or infectious disease including, but not limited to chickenpox, COVID-19, conjunctivitis, diarrhea, diphtheria, influenza, hepatitis A, measles, meningitis, mumps, whooping cough, poliovirus, rubella, streptococcal infection, ringworm (tinea), scabies gastro, head lice, urinary tract infection and any symptoms related to fever, common cold, sore throat or cold sores.
33. SSC staff may refuse access to the program if they deem a Participant to be too ill to participate. If the SSC staff's determination occurs after signing in, then you will be responsible for collecting the Participant.

Risk Warning and Waiver

34. Your participation in the Activity or in any physical activity at a Venue, including but not limited to the use or enjoyment of any facilities or equipment at or within the Venue (Physical Activities) carries a level of risk.
35. You acknowledge that you are exposed to certain risks during any participation in Physical Activities at the Venue, including but not limited to physical or mental injury, other participants acting dangerously or with lack of skill, and that accidents can and often do happen.
36. To the extent permitted by law, SSC is not liable to you or the young person for any loss, damage, claim or expense ("loss") suffered, including but not limited to property loss or damage, personal injury and death, as a result of or in connection with the Participant's involvement in the Activity, except to the extent that any such loss is caused or contributed to by the negligent act or omission of the SSC.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

37. By agreeing to these Terms, you agree that your rights to make a claim against SSC and its agents under the *Australian Consumer Law and Fair Trading Act 2012 (Vic)* (the Act) are excluded, restricted or modified in the way set out in these Terms, if you are killed or injured because of the services provided were not in accordance with the statutory guarantees outlined below.
38. Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that SSC is required to ensure that the recreational services (as defined under s139A of the Act) it supplies to you
 - a) are rendered with due care and skill; and
 - b) are reasonably fit for any purpose which you, either expressly or by implication, make known to SSC; and
 - c) might reasonably be expected to achieve any result you have made known to SSC.Under section 22 of the Act, the exclusion of these statutory guarantees is brought to your attention by these Terms.

NOTE: The change to your rights, as set out in these Terms, does not apply if your death or injury is due to gross negligence on SSC'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 Act.

39. Exclusion of rights under the Australian Consumer Law (Victoria): By agreeing to these Terms, you agree that the liability of SSC for any death or personal injury (as defined in the Act) that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

General

40. These Terms and the SSC General Terms and Conditions of Entry and Use comprise the entire agreement between the parties in relation to its subject matter and supersede and replace any previous agreement or arrangement between the parties in relation to its subject matter.
41. Any provision of these Terms which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and, if that is not possible, the provision will, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.
42. These Terms are governed by the laws of the State of Victoria, Australia and you agree to submit to the exclusive jurisdiction of the courts of Victoria.
43. SSC reserves the right to change, modify or update these Terms, any other rules and/ or terms and conditions relating to your membership or use of any Venue. Any such changes will be made with reasonable notice and displayed prominently in and around the Venue and on the [SSC website](#).
44. You warrant that all information provided to SSC is true and correct.
45. You and the Participant are responsible for your own personal property that you bring into the Venue (including, without limitation, any clothing, glasses or electronic devices) and except to the extent caused by SSC, SSC will not be liable for loss, damage to or theft of any personal property.