

The MSAC Swim School is operated by the State Sport Centres Trust trading as State Sport Centres (ABN 16 374 471 008) (SSC) at the Melbourne Sports & Aquatic Centre (MSAC) at 30 Aughtie Drive, Albert Park 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, the Payrix Direct Debit Request Service Agreement and any other policies, operational rules and instructions provided by the SSC, apply to the attendance of a patron under the age of 18 in an Activity (**Participant**) and your attendance as the Participant's parent/guardian.

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, **Activity** means any authorised or recognised swimming program conducted by MSAC Swim School.

SSC Rules and Instructions

1. You acknowledge and agree that the use of SSC facilities is subject to the rules and/or directions of SSC at all times.
2. You and/or the Participant agree to follow any rules and/or directions set by SSC in connection with each of its Venues, including Swim School 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, please use SSC facilities respectfully and in a way that is not abusive, threatening or in SSC's sole determination, likely to cause nuisance, disruption or offence to others.
4. By agreeing to these Terms, for the duration of your Swim School enrolment, 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 Activity 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 four (4) or fails to follow reasonable directions of SSC teachers and coaches.

Suitable Attire, Baby Nappies and Swim Caps

6. Participants are required to follow the [Suitable Attire Policy](#) found on the SSC website. This includes suitable and clean swimming attire that is designed for use in a swimming pool.

7. Participants that are not fully toilet trained must wear the correct form of aqua nappy when swimming in a public facility.
8. SSC requires appropriate swim wear to be worn at all times. SSC recommends swim caps be worn for all lessons.

Enrolments

9. All enrolments for classes or sessions must be made online using the SSC Client Portal, accessible at <https://statesportcentres.com.au/aquatics/>.
10. You must always hold a valid membership card or wristband with you when attending an Activity. Membership cards and wristbands are strictly not transferable. Replacement cards and wristbands can be printed at the MSAC Membership Services Desk at the cost notified at the Services Desk.
11. Swim School management reserves the right to cancel or change classes, sessions, locations and instructors/coaches or move students if the need arises. Swim School will communicate any changes to you in advance, where possible.
12. The Swim School may use a variety of communication channels, such as emails, text messages and website updates. You are responsible for ensuring your contact details are up to date on the SSC Client Portal to avoid missing important communications.

Parental Supervision

13. Unaccompanied children under 12 years of age are not permitted entry to MSAC unless accompanied by a person at least 16 years or older or where participating in an official Activity run by SSC. You are responsible for, and must at all times supervise, any children you bring to MSAC and ensure they comply with these Terms.
14. SSC follows and is an accredited facility of the Life Saving Victoria ['Watch Around Water'](#) guidelines, which outline requirements for child supervision in an aquatic environment. These guidelines must be followed at all times and include the wearing of wristbands where required.
15. Under ['Watch Around Water'](#) guidelines, participants under the age of 10 will not be accepted into lessons if their parent or guardian is absent. Participants under the age of 10 must be checked in (to their respective Swim School instructor's class) and collected (from their respective Swim School instructor's class) by a parent or guardian aged sixteen years or older at the start and conclusion of every lesson.
16. Children under the age of five who swim before and/or after their lesson must be accompanied in the water and within arm's reach by a person aged 16 years or older. Children under the age of 10 must be actively supervised by a parent/guardian at all times within the Venue and while in the water.

LEARN TO SWIM ONLY (clauses 17 and 18)

Missed lessons

17. In the event of illness, each Participant is entitled to a maximum of two (2) lesson credits per term:
 - a) to qualify for a lesson credit, Swim School must be notified by email at swim@ssct.com.au within 24 hours of your scheduled class. Medical credit is only offered in cases relating to injury or medical conditions subject to approval on the receipt of relevant documentation;
 - b) failure to notify Swim School by email before your scheduled lesson will result in lessons

- and possible credits being forfeited; and
 - c) Requests for medical credit extending beyond two (2) consecutive weeks may be considered at the discretion of Swim School management, subject to appropriate documentation and approval
18. To maintain the highest quality of instruction and minimise disruption for all participants, Swim School does not offer make-up classes, one-off class cancellations, lesson swaps, single lesson bookings or other forms of remuneration or reimbursement for missed lessons for any non- medical reason.

Cancellation of Enrolment

- 19. All enrolments are ongoing and direct debit payments will continue until written notice of cancellation, including notice period, is submitted by the person responsible for payment.
- 20. All cancellation requests must be received in writing by emailing swim@ssct.com.au.
- 21. Two (2) weeks' notice is required to cease an enrolment and a direct debit agreement.
- 22. The following conditions apply to cancellation requests:
 - a) If you are withdrawing due to medical reasons, we will action your cancellation as soon as we receive notification in writing, along with a copy of a medical certificate. Medical cancellations will be effective as at the date the documentation is received. Credit or a refund will not be granted for missed lessons or sessions prior to receiving written notification;
 - b) cancellations will be processed in line with written requests, regardless of outstanding amounts. However, all outstanding amounts must be settled prior to any future enrolment.
 - c) SSC reserves the right to cancel an enrolment following non-attendance of four (4) consecutive weeks or greater without prior communication from the participant or account holder. Written notice will be provided prior to cancellation due to non-attendance.
 - d) SSC reserves the right to cancel enrolments where outstanding amounts exceed twenty-eight (28) days in arrears;
 - e) Written notice of cancellation by SSC will be given by email;
 - f) If you receive written notice of cancellation and you do not wish your enrolment to be cancelled, you are required to contact the Swim School via email immediately to pay your outstanding balance; and
 - g) Should your enrolment be cancelled by SSC in accordance with this clause, SSC will continue to pursue the amount owed until settlement is made.

SCHOOL HOLIDAY INTENSIVE PROGRAM ONLY (clauses 23 to 25)

Enrolment

- 23. All fees for the School Holiday Intensive Program enrolment(s) must be paid in full at the time of booking.
- 24. The School Holiday Intensive Program enrolment(s) runs for the period as outlined on the Client Portal during the enrolment process and will not automatically carry over after this period.
- 25. By making payment for the School Holiday Intensive Program, you understand and accept that this payment constitutes agreement to these Terms:
 - a) In the event that the Participant is unable to attend School Holiday Intensive lesson/s for any reason other than medical (see 25. b), the lesson/s will be forfeited;
 - b) In the event of medical illness or injury you will need to notify Swim School by email

(swim@ssct.com.au) at least two (2) hours prior to your scheduled class. A credit equivalent to the value of the missed lesson may be applied to your family swim school account. Credit can be used towards direct debit instalments. Refunds are not available. Medical credit is only offered in cases relating to injury or medical conditions subject to approval on the receipt of relevant documentation from a registered medical practitioner;

- c) Credits will not be granted for absences due to going away on holidays, exams, or clashes with other activities;
- d) Refunds are not available for missed lessons; and
- e) Holiday programming may be suspended in accordance with clause 27 and credits applied.

Closures

- 26. Swim School is closed on public holidays and during the Melbourne Grand Prix period. No lessons will take place on these days or during noted periods based on the Swim School calendar as amended and updated from time to time. The Swim School Calendar is available on the SSC website at <https://statesportcentres.com.au/aquatics/>.
- 27. Swim School may be closed due to unforeseen circumstances including government restrictions, public health measures, air and water quality and major events that require the whole facility.

Facility Access

- 28. Facility access is subject to change at SSC's discretion without notice. During major events, members may have limited access to facilities, including pools, group fitness classes and other programs, Activities and services. During these periods there may be disruptions to the availability of MSAC. Swim School will use best endeavours to accommodate all users of the facility during these periods. However, in some circumstances changes to regular structure or cancellations may be necessary. Swim School will make every effort to keep you informed of potential disruptions or cancellations throughout your enrolment.

Parking

- 29. Car parking access is subject to the [Car Park terms and conditions](#).
- 30. There is one vehicle permitted per Participant and parking is accessible at no charge for up to three (3) hours, on the day of your scheduled lesson.
- 31. You may nominate a maximum of two vehicle license plates per participant, which must not be used concurrently.
- 32. License plates must be registered with the SSC team for automatic entry and exit.
- 33. It is your responsibility to keep your vehicle registration details up to date with SSC staff.
- 34. Car parking access is subject to availability and does not guarantee that a car parking space is available to a Participant at any given time. During major events it is likely that a Participant's access to car parks will be even more limited or potentially unavailable for access.
- 35. The SSC takes no responsibility for any loss or damage to your vehicle or caused by your vehicle.

Disclosure of Medical Conditions

- 36. It is your responsibility to seek medical advice prior to you, or a child in your care, commences any fitness program or sport and to only exercise in line with your own, or your child's current fitness and activity levels.

37. Each time you utilise MSAC facilities and services, you warrant that you:
 - a) are and must continue to be medically and physically fit and able to utilise MSAC facilities and services;
 - b) are not a danger to yourself or to the health and safety of others; and
 - c) are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for you to utilise MSAC facilities and services.
38. You agree to report any accidents, injuries, loss or damage you suffer during use of MSAC's facilities and services to SSC before you leave MSAC.

Communicable Diseases and Sickness

39. You, or a child under your control, must not participate in the Activity if you are 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.

Fee Increases

40. SSC may increase the fees associated with the Activity at its discretion. SSC will notify you about any fee increases at least 30 days prior to the date from which a fee increase will apply. Notices will be sent to the email address listed on your enrolment form (or as updated by you)
41. Following receipt of notice from us of any fee increase, if you do not wish to continue with the Activity, you may cancel your enrolment as set out in clause 22.
42. If you do not cancel your enrolment, you authorise SSC to adjust any debits from your nominated account or credit card in line with this increase notified to you in accordance with clause 40.

Non-Transferable

43. A right to participate in the Activity (if granted) is non-transferable to other SSC programs, Activities or to other people.
44. Any attempt to transfer to another person without the knowledge of Swim School may result in the cancellation of any rights granted to you by Swim School without refund and you may not be permitted to participate in further Activities.

Cancellation or suspension for Breach

45. Where you or the Participant breaches one or more of these Conditions (including but not limited to the standards of behaviour set out in clauses 3, 4 and 5), and where the breach is not capable of remedy, SSC may in its sole discretion, without otherwise limiting the rights available to it under these Terms or at law:
 - a) immediately upon written notice to you:
 - i. terminate your enrolment; or
 - ii. suspend your SSC participation in the Activity for a period of up to three months, or as otherwise determined by SSC in its discretion;
 - b) issue a written warning to you; or
 - c) refuse your entry to, or immediately remove you from a SSC Venue.
46. If your enrolment is:

- a) terminated by SSC under clause 45(a)(i), you must pay to SSC the outstanding amount of the current unbilled billing cycle, pro-rated to the period of the cycle for which you were a member; or
- b) suspended by SSC under clause 45(a)(ii), you will not have access to any of SSC's Venues, facilities or services, and are not liable to pay the applicable enrolment fee, for the duration of your suspension period.

Risk Warning and Waiver

47. Your entry and/or participation 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) is dangerous.
48. By agreeing to these Terms, you acknowledge that you, or a participant under your control, 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.
49. To the extent permitted by law, SSC is not liable to you, or a participant under your control, 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 Physical 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

50. By agreeing to these Terms, you agree that your rights to sue 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.
51. 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.

52. 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.

Privacy

53. You consent to the collection, use and handling of your personal information as set out in the SSCT [Privacy Policy](#) available on our website.

General

54. These Terms and the *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.
55. 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.
56. 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.
57. SSC reserves the right to change, modify or update these Terms, any other rules and/or terms and Terms 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 at www.statesportcentres.com.au.
58. You warrant that all information provided to Swim School is true and correct.
59. You are responsible for your own personal property that you bring into MSAC (including, without limitation, any motor vehicle) and except to the extent caused by SSC, SSC will not be liable for loss, damage to or theft of any personal property.

Direct Debit Payments

60. Enrolments can be made by direct debit instalments or advance payments in accordance with these Terms.
61. Direct debit can be made from a bank account or credit card and will occur fortnightly. Payments are made two weeks in advance, starting on the date stated on the Direct Debit Request Authorisation Form (a copy of the DDR Service Agreement with the direct debit provider is available in the Client Portal). The first class(es) of the enrolment require payment in advance at the time of the enrolment, calculated pro rata based on the next direct debit payment. If a scheduled payment day falls on a public holiday, we will debit your account on the next business day. Depending on your bank, payments may take up to five (5) business days to be processed. You agree to pay the instalment amount at the agreed payment frequency until your enrolment is formally cancelled.
62. Direct debit can be made from a bank account or credit card in advance using the Client Portal. Under the payments tab, users can arrange for a pre-payment of fees in advance for one (1) debit period. Depending on your bank, payments may take up to five (5) business days to be processed.
63. To help you understand your rights and responsibilities when making repayments by direct debit, please see the below detail and the DDR Service Agreement. You are responsible for:
- a) making sure that your nominated account is set up to accept our direct debit. If you are uncertain about this, please check with the financial institution where your account is held;
 - b) making sure there is sufficient funds in your nominated account on the direct debit due date and up to 5 business days following. Note there may be a delay in processing the direct debit if there is a public holiday on the day of the debit; and
 - c) informing SSC by updating your payment details on the Client Portal if your bank or

credit card details change or contacting Swim School if you are unable to do so as soon as possible, to inform us of the change.

If:

- d) you consider that a direct debit repayment has been initiated incorrectly, or if you do not understand any aspect of the direct debit procedure, you should contact Swim School via email (swim@melbournesportscentres.com.au); or
- e) your bank or credit card provider does not allow a payment, such as when your account has insufficient funds or you are over your credit limit, you will be required to pay the outstanding amount within 7 days, or to arrange a payment plan with Swim School. Payment can be made via the Client Portal, over the phone or in person at Swim School Reception. Any fees for a direct debit payment that is dishonored or unable to be processed will be passed onto You.

Where a payment is rejected under (e) above, you will incur a rejection fee that will be charged to your account by SSC.

- 64. SSC will keep all information relating to your financial institution account confidential, except where required for the purpose of conducting direct debits with your financial institution or in connection with claims made on SSC relating to an alleged incorrect debit.