



Melbourne Sports Centres Swim School Terms & Conditions

Your swim school and/or squad membership is conditional on you ticking the box confirming that you have read and agree to this statement

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE TICKING THE BOX CONFIRMING THAT YOU AGREE TO IT. BY SUBMITTING YOUR MEMBERSHIP APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS AND CONDITIONS.

The following terms and conditions must be read carefully:

You apply, either yourself or on behalf of a Participant under the age of 18 as their parent/guardian, for approval to participate in the Activity. In consideration of the application being accepted, you (or you and the Participant(s)) acknowledge and agree to the terms and conditions (Conditions) below. You agree to these Conditions on your own behalf, or where relevant also on behalf of the Participant.

COVID-19

1. Your membership of MSC and use of the MSC venues is subject to the 'Public health and safety measures' section of the terms and conditions of entry of each MSC venue.
2. You must at all times comply with:
 - a) applicable Victorian Government legislation, regulations, public health safety and wellbeing directions and orders;
 - b) all instructions, requirements and directions:
 - i. displayed by MSC on signage throughout and at entry points to any MSC venue; and
 - ii. notified to you by MSC from time to time,which are expressly incorporated into these Conditions, and which may relate to matters such as, but not limited to, booking processes for classes/sessions/events, cancellation fees for missed bookings, cancellation and alteration of classes/sessions/events; and
 - c) the requirements of MSC's COVIDSafe Plan, as adopted and amended from time to time, relating to COVID-19 and associated matters.
3. Unless otherwise notified by MSC:
 - a) all bookings for classes/sessions/events must be completed online using the prescribed process;
 - b) bookings may only be made up to seven days' in advance; and
 - c) all classes/sessions/events are subject to change, and MSC reserves the right to cancel, postpone or alter classes/sessions/events due to circumstances directly relating to COVID-19.
4. You acknowledge and agree that:

- a) COVID-19 is extremely contagious and that despite the measures of MSC to help mitigate the risk of transmission, the elimination of risk of exposure and infection to COVID-19 is not currently possible, and it is your sole responsibility to utilise your best efforts to avoid any act or omission that may jeopardise your own safety or the safety of others;
- b) (i) you may be exposed to COVID-19 at an MSC venue that may lead to contraction of COVID-19 or related illnesses (Illnesses); (ii) exposure to such Illnesses may result in severe and permanent damage to your health; (iii) you are attending the relevant MSC venue(s) voluntarily and at your own risk; (iv) you have knowingly evaluated any and all risks associated with attending the relevant MSC venue(s); and (v) you voluntarily and freely accept and assume the risks and dangers you may encounter or be exposed to and understand that the waivers, releases and indemnities in these Conditions express apply to these risks and dangers; and
- c) in full knowledge and complete assumption of all of the risks, you hereby irrevocably agree that you will not sue or claim against MSC or its officers, employees and agents (Released Parties) for any injury, illness, damage, loss or harm to you or your property or your death or disability, whether in connection with COVID-19 or associated Illnesses, or otherwise, resulting or arising out of or in any way related to preparation for, travel to, and/or attendance at an MSC venue, use of your MSC membership in any way or participation in the Activity.

Communication

5. The MSC Swim School will use email as the primary communication channel. Please provide your preferred email contact on the enrolment form; you are responsible to inform the MSC Swim School if your contact details change. Not providing an email address will result in the loss of important and specific communications about your lessons the MSC Swim School and Melbourne Sports and Aquatic Centre (MSAC). In addition, communication may be made via text message or website updates. MSC Squad Programs may also use TeamApp to communicate timetable changes and other updates.

Swim School Closures

6. MSC 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 MSC Swim School calendar as amended and updated from time to time. The MSC Swim School Calendar is available on the website <https://melbournesportscentres.com.au/aquatics/>.

The MSC Swim School may be closed due to unforeseen circumstances including government restrictions, air and water quality and major events that require the whole facility. MSC Squad Program operates on the same basis unless an exemption is provided by Swimming Victoria/Swimming Australia.

Standards of Behaviour

7. You agree that for the duration of your MSC membership and participation in the Activity you must:
- not undertake any prohibited behaviour (as that term is defined in the MSAC conditions of ticketing and entry) while in, at or around MSAC or any other MSC venue (Venue);
 - at all times comply with the MSC Code of Conduct (which is available at www.melbournesportscentres.com.au) in relation to any dealings you have with MSC or its staff, contractors and representatives (MSC Representatives), MSAC or a Venue, other MSC members, or in relation to these Conditions or your MSC membership or participation in the Activity in general;
 - treat all MSC Representatives and MSC members with respect and courtesy at all times;
 - not act in a manner unbecoming of an MSC member or prejudicial to the reputation of MSC, MSAC or a Venue;
 - not do anything to negatively impact or affect the image, goodwill, name or reputation of MSC, MSAC or a Venue; and
 - not abuse, threaten, harass, discriminate against, assault, fraudulently misrepresent or otherwise materially detrimentally impact or effect any MSC Representative.
8. You agree you will submit to any measures taken against you under these Conditions for a breach of the standards of behaviour outlined in clause 7.

Cancellation for Breach

9. Where you breach one or more of these Conditions, including but not limited to the standards of behaviour set out in clause 7, MSC may in its sole discretion, without otherwise limiting the rights available to it under these Conditions or at law:
- immediately upon written notice to you:
 - terminate your MSC membership and/or participation in the Activity; or
 - suspend your MSC membership and/or participation in the Activity for a period of up to three months, as otherwise determined by MSC in its discretion;
 - issue a written warning to you;
 - prohibit your entry to, or immediately expel you from, MSC or a Venue; and/or
 - take any other action permitted under any Venue's conditions of ticketing and entry.
10. If your membership is:
- terminated by MSC under clause 9(a)(i), you:

- are liable to pay to MSC the outstanding amount of the current unbilled billing cycle, pro-rated to the period of the cycle for which you were a member; and
 - are not liable to pay any additional fees other than specified in (i) above; or
- b) suspended by MSC under clause 9(a)(ii), you will not have access to any of MSC's Venues, facilities or services, and are not liable to pay the applicable membership fee, for the duration of your suspension period.

11. You acknowledge and agree that in the event your MSC membership and/or participation in the Activity is terminated by MSC in accordance with clause 9, you release and indemnify MSC in relation to any costs, expenses, actions, suits, proceedings, claims, demands or damages arising directly or indirectly in relation to such termination.

General

12. These Conditions 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.
13. MSC reserves the right to change, modify or update these Conditions, 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 relevant Venue and on the MSC website (www.melbournesportscentres.com.au).
14. Any provision of these Conditions which is void or unenforceable may be severed without affecting the enforceability of other provisions.
15. These Conditions are governed by the laws of Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.
16. You warrant that all information provided to MSC Swim School/Squad Program is true and correct.

Missed Lessons

17. In the event of illness, each student is entitled a maximum of two (2) lesson credits per term:
- To qualify for a lesson credit, MSC Swim School must be notified by email; swim@melbournesportscentres.com.au, up to one (1) hour prior to 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 from a registered medical practitioner; and
 - Failure to notify the MSC Swim School by email before your scheduled lesson will result in lessons and possible credits being forfeited.
18. In order to maintain the highest quality of instruction and minimise disruption for all participants, the MSC 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 lessons missed for any non-medical reason.

19. For on-going illness or injury that results in more than two (2) missed lessons a cancellation of lessons is suggested – refer to Cancellation of Lessons above. It is also recommended that You consult with MSC Swim School about the best course of action for your circumstances.

Payment of Fees

20. Enrolments can be made by direct debit instalments or advance payments in accordance with these Conditions.

Direct Debit Payments

21. Direct Debit can be made from 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 Agreement Form. 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 membership is formally cancelled.
22. Direct Debit can be made from 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.
23. To help you understand your rights and responsibilities when making repayments by direct debit, please see the below detail. You are responsible for:
- 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;
 - 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
 - informing MSC by updating your payment details on the Client Portal if your bank or credit card details change or contacting MSC Swim School if you are unable to do so as soon as possible, to inform us of the change.

If:

- 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 You should contact MSC Swim School via email (swim@melbournesportscentres.com.au); and/or
- 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 MSC Swim School. Payment can be made via the Client Portal, over the phone or in person at MSC Swim School Reception. Any fees for a Direct Debit payment that is dishonoured or unable to be processed will be passed onto You.

Where a payment is rejected under (e) above:

- you will incur a \$6 rejection fee that will be charged to your account by MSC.

24. MSC will keep all information relating to your financial institution account confidential, except where required for the purposes of conducting direct debits with your financial institution or in connection with claims made on MSC relating to an alleged incorrect debit.
25. We may increase the fees associated with the Activity at any time. We will make a reasonable effort to notify you about any fee increases one (1) month prior to the date from which a fee increase will apply. Where we have made a reasonable effort to advise of a fee increase, You authorise MSC to adjust any debits from Your nominated account or credit card in line with this increase. By completing and signing the Direct Debit Agreement form you agree to all terms and conditions. If You are having difficulty meeting Your direct debit instalments, You should contact the MSC Swim School via email or telephone.

Cancellation of Direct Debit Enrolment

26. All enrolments are perpetual (ongoing) and the direct debit payments will continue until written notice of cancellation is submitted by the person responsible for payment. All Cancellation requests must be received in writing by emailing swim@melbournesportscentres.com.au. Two (2) weeks' notice Swim School classes is required to cease an enrolment and direct debit agreement:
- 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 this documentation is received. Credits or refunds will not be granted for missed lessons prior to written notification;
 - Cancellations will not be granted until outstanding amounts owing are paid in full. MSC reserves the right to cancel enrolments where outstanding amounts exceed twenty eight (28) days in arrears;
 - Written notice of termination will be given by email;
 - If you receive written notice of termination and you do not wish your enrolment to be cancelled, you will need to contact the MSC Swim School via email immediately to pay your outstanding balance; and
 - Should your agreement be terminated, MSC will continue to pursue the amount owed until settlement is made.

MSC Squad Program

27. The MSC Squad Program is timetabled to operate forty eight (48) weeks per year with 'squad breaks' given at different times according to each squad's respective season plan.
28. The number of or length of sessions offered each week may occasionally be altered for State Development, Target state, State Age, National Age and National Open squad in accordance to the coach's season plan and competition calendar to ensure the best outcome for the athletes.
29. Participants in the MSC Squad Program are required to meet minimum swimming standards specific to the performance expectations of each squad:
- The MSC Squad Program enrolment requires a minimum commitment period of ten (10) weeks;

- b) A trial period for squad programs involves a maximum of two (2) weeks and can be accessed only once per two (2) year period. Regional squad memberships (for athletes with a residential address outside Greater Melbourne) are payable by the term and entitle the participant to attend Friday and Saturday morning sessions and holiday programs; and
 - c) Squad sessions may be cancelled in accordance with clause 5.
30. Squad members are entitled to four (4) weeks of suspension per annum (in addition to scheduled "squad breaks" To qualify for a suspension, MSC Swim School must be notified up to one (1) week prior to initial missed class by emailing squads@melbournesportscentres.com.au, or upon completion of a suspension request form (which is available at <https://melbournesportscentres.com.au/aquatics/262-2/>).
31. Squad members are provided with two (2) weeks of medical suspension per annum. To qualify for a medical suspension or credit, MSC Swim School must be notified up to one (1) hour prior to initial missed class by emailing squads@melbournesportscentres.com.au, or upon completion of a suspension request form (which is available at <https://melbournesportscentres.com.au/aquatics/262-2/>).
32. 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.
33. (i) All enrolments are perpetual (ongoing) and the direct debit payments will continue until written notice of cancellation is submitted by the person responsible for payment. Two (2) weeks' notice is required to cease a squad member enrolment and direct debit agreement. All Cancellation requests must be received in writing by emailing squads@melbournesportscentres.com.au or completing an online cancellation request form (which is available at <https://melbournesportscentres.com.au/aquatics/squad-booking-cancellation-advice/>).
34. 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 this documentation is received. Credits or refunds will not be granted for missed lessons prior to written notification.

Holiday Intensive Program

35. All fees for Holiday Intensive Program enrolment(s) must be paid in full at the time of booking.
36. The 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.
37. By making a payment for the Holiday Intensive Program, you understand and accept that this payment constitutes agreeing to these Conditions;
- a) In the event of a clash of activities, the value of the Holiday Intensive Program lesson(s) missed will be forfeited;
 - b) In the event of medical illness or injury you will need to notify MSC Swim School by email

(swim@melbournesportscentres.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 classes; and
- e) Holiday programming may be suspended in accordance with clause 6 and credits applied.

Changes to Bookings

38. MSC Swim School and Squad Program reserve the right to cancel or change classes, sessions, locations and instructors/coaches or move students if the need arises. Changes will not be made unnecessarily. The MSC Swim School or Squad Program will communicate any changes to you in advance whenever possible.

Sickness and Communicable Diseases

39. Please respect our precautionary health rules and refrain from lessons if your child is suffering from any of the following: any contagious disease e.g., COVID-19, conjunctivitis, rubella, flu, gastro, fever, common cold, runny infected noses, sore throats, cold sores, ringworm, head lice or urinary tract infection.

Parental Supervision

40. Unaccompanied children under 10 years of age are not permitted entry to the Venue unless accompanied by a person at least 16 years of age, or where participating in an official program run by MSC. If you bring children under 18 years of age to the Venue, you are responsible for the care, conduct and supervision of those children at all times and must keep those children within your sight at all times.
41. MSC follows 'Watch Around Water' guidelines, which outline requirements for child supervision in an aquatic environment. These guidelines, which are available here, must be followed at all times, including the wearing of wristbands where required.
42. 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 into (to their respective MSC Swim School instructors class) and collected (from their respective MSC Swim School instructors class) by a parent or guardian sixteen years and over at the start and conclusion of every lesson. Children under the age of five who swim before and/or after their lessons must be accompanied in the water and within arm's reach, by a person over the age of 16. Children under the age of 10 must be actively supervised by a parent/guardian at all times within the centre and while in the water. MSAC is a Watch Around the Water accredited facility. Please help support this policy and visit Life Saving Victoria website for more information about water safety.

Appropriate Clothing, Baby Nappies and Swim Caps

43. All Participants that are not fully toilet trained must wear the correct form of aqua nappy if swimming in a public facility. Please ensure that Participants are suitably attired if they fall into this

category for the comfort and safety of all patrons. We also require appropriate swim wear to be worn at all times. We recommend swim caps be worn for all lessons; Swim School caps are available for purchase from MSAC Reception.

Risk Warning and Waiver

44. Your participation in the recreational activities supplied by MSC may involve risks which can result in personal injury, death or property damage. Prior to undertaking any such recreational activity, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have. By submitting this membership application, you acknowledge, agree, and understand that participation in the recreational services provided by MSC may involve risk. You agree and undertake any such risk voluntarily and at your own risk.

Waiver

45. A supplier of recreational services or recreational activities may ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services of activities).
46. If you submit this membership application, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier in relation to recreational services or recreational activities that you undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as follows:

For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:

By submitting this membership application, you agree that the liability of MSC in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) for any:

- i. death;
- ii. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- iii. the contraction, aggravation or acceleration of a disease;
- iv. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - a) that is or may be harmful or disadvantageous to you or the community;
 - b) that may result in harm or disadvantage to you or the community, 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 or recreational activities;

is excluded and the application of any express or implied term or guarantee under the Australian Consumer Law that any services will be provided with due care and skill is hereby excluded.

For recreational services to which the Australian Consumer Law (Victoria) applies:

Warning under the Australian Consumer Law and Fair-Trading Act 2012:

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the suppliers named on this form MSC, are requested to ensure that the recreational services supplied to you:

- i. are rendered with due care and skill; and
- ii. are reasonable fit for any purpose which you either expressly or by implication, make known to the supplier; and
- iii. 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 (Vic), the supplier is entitled to ask you to agree that these conditions do not apply to you. If you submit this membership application, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in these Conditions.

Note: The change to your rights, as set out in these Conditions, 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 (Vic) and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012 (Vic).

Exclusion of rights under the Australian Consumer Law (Victoria):

By submitting this membership application, you agree that the liability of MSC for any death or personal injury (as defined in the Australian Consumer Law and Fair Trading Act 2012) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

Release & Indemnity

47. In consideration of MSC accepting your membership application you, to the extent permitted by law:
- a) release and forever discharge MSC from all Claims that you may have or may have had but for this release, but only where such Claims result from your death or personal injury, arising from or in connection with your membership of MSC, whether caused by the negligence or breach of contract by MSC or in any other manner whatsoever; and
 - b) release and indemnify MSC against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death or personal injury whether caused by:
 - i. the negligence or breach of contract by MSC or in any other manner whatsoever; or
 - ii. any breach by you of the warranties given in clauses 51 or 52,

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of MSC.

48. In consideration of MSC accepting your membership application you, to the extent permitted by law, release and forever

discharge, and indemnify and will keep indemnified and hold harmless MSC in respect of any Claim by any person:

- a) arising as a result of or in connection with your membership or undertaking the recreational activities provided by MSC, whether caused by the negligence or breach of contract by MSC or in any other manner whatsoever;
- b) against MSC in respect of any injury, loss or damage arising out of or in connection with your failure to comply with MSC's rules and/or directions, whether caused by the negligence or breach of contract by MSC or in any other manner whatsoever; and
- c) arising out of or in connection with any breach by you of the warranties given in clauses 51 and 52,

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of MSC.

49. For the purposes of clauses 47 and 48, "Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with your membership of MSC, but does not include a claim against MSC by any person expressly entitled to make a claim under an MSC insurance policy.

Insurance

50. Insurance is in place that may provide limited cover to You or the Participant whilst participating in the Activity. You understand that this insurance may not cover You for all injury, loss or damage sustained and You acknowledge that MSC Swim School/Squad Program does not make any representations about the suitability of any insurance. You also understand You can, in Your own interests and at Your own expense, seek and obtain personal insurances over and above any cover that may be provided by MSC Swim School/Squad Program.

Disclosure of Medical Conditions

51. You warrant that prior to utilising MSC's Venues, facilities and services you:
 - a) are and must continue to be medically and physically fit and able to utilise the Venue's 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 the Venue's facilities and services.
52. 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 either you or any other person will suffer injury, loss or damage. You acknowledge that the MSC relies on information provided by you and that all such information is accurate and complete. You agree to report any accidents, injuries, loss or damage you suffer during use of a Venue's facilities and services to MSC before you leave the Venue.

Exclusion of Liability

53. All express or implied guarantees, warranties, representations or other terms relating to these Conditions or their subject matter not expressly set out in these Conditions, are excluded from these Conditions to the maximum extent permitted by law.

54. Nothing in these Conditions excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot be lawfully excluded or limited. This may include the Australian Consumer Law, which contains guarantees that protect the purchasers of goods and services in certain circumstances.
55. If any guarantee, warranty, term or condition is implied or imposed in relation to these Conditions under the Australian Consumer Law or any other applicable legislation and cannot be excluded (a Non-Excludable Provision), and MSC Swim School/Squad Program is able to limit Your remedy for a breach of the Non-Excludable Provision, the liability of MSC Swim School or Squad Program for breach of the Non-Excludable Provision is limited to one or more of the following at the option of MSC Swim School or Squad Program;
 - (a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
 - (b) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
 - (c) Subject to paragraphs 47(a) and 47(b), the parties agree that the total liability of MSC Swim School to You for loss or damage of any kind whether arising in tort (including negligence), contract, under statute or otherwise is limited to the total amount of fees paid by You under these Conditions.

Bar to Proceedings

56. You acknowledge that MSC Swim School may plead these Conditions as a bar to proceedings now or in the future commenced by or on behalf of You or on behalf of the Participant or by any person claiming through You or the Participant. Where You commence proceedings against MSC Swim School, You:
 - a) will commence those proceedings in the courts of the jurisdiction in which any incident occurs;
 - b) waive any right to object to the exercise of such jurisdiction;
 - (c) will, where You seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by MSC Swim School) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by MSC Swim School to remove the proceedings to the jurisdiction in which any incident occurs;
 - (d) will pay the costs of any application made by MSC Swim School and will consent to any application for security of costs made at any time by MSC Swim School; and
 - (e) consent to paying MSC Swim School's legal defence costs of the proceedings (on a solicitor client basis) where MSC Swim School defends the proceedings.

Safety

57. You understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during your use of a Venue's facilities or services, and you accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance. You agree to follow any rules set by a Venue and/or MSC in connection with use of the Venue's facilities or services. If you fail to comply with the Venue and/or MSC's rules and/or directions, you will not be permitted to use or to continue to use the Venue's facilities or services and no refund will be given. If

you suffer any injury or illness, you agree that MSC may provide evacuation, first aid and/or medical treatment at your expense and that your acceptance of these Conditions constitutes your consent to such evacuation, first aid and/or medical treatment.

Governing Law

58. The governing law of these Conditions is the law of the State of Victoria. You irrevocably and unconditionally consent and submit to the jurisdiction of the courts of Victoria and waive any right to object to the exercise of such jurisdiction.

Use of Image

59. You acknowledge and consent to photographs and electronic images being taken of you in connection with your MSC membership and/or participation in the Activity, and during your use of a Venue's facilities or services. You acknowledge and agree that such photographs and electronic images are owned by MSC and MSC may use the photographs for promotional or other purposes without your further consent being necessary and without acknowledgement of you and without you being entitled to any remuneration or compensation now or in the future.

Photography, Filming & Recording

60. While it is understood that parents and swimmers may wish to have a photographic record of their child's/student participation there are safety and privacy matters relating to who is taking the photos, for what purpose and how to protect the identify of other students and staff who may not wish to have their photo taken or where schools are required to protect their identity. As a result we all external parties filming or taking photos need to register by completing a Filming and Photography Authorisation Form which can be provided by reception.

Non-Transferable

61. A right to participate in the Activity (if granted) is non-transferable to other programs or to other people. Any attempt to transfer to another person without the knowledge of MSC Swim School/Squad Program may result in the cancellation of any rights granted to You by MSC Swim School/Squad Program without refund and You may not be permitted to again participate in the Activity.

Privacy

62. You understand that the personal information you have provided in this membership application is necessary for the provision of MSC's facilities and services, and that it is collected in accordance with the MSC Privacy Policy (available from www.melbournesportscentres.com.au/privacy/). You acknowledge that MSC may use or disclose your personal information for the purposes of providing you with member information, services or promotional material or otherwise in accordance with MSC's Privacy Policy. MSC may share your information with third parties such as affiliates and other organisations involved in related activities in Australia; companies engaged by MSC to carry out functions and activities on MSC 's behalf including direct marketing; MSC's professional advisers, including accountants, auditors, lawyers and insurers; however, your information is not generally disclosed to anyone outside Australia. You understand that the MSC Privacy Policy contains information about how you may access, and request correction of your personal information held by MSC or make a complaint about the handling of your personal information and

provides information about how a complaint will be dealt with by MSC. You acknowledge that your membership application may be rejected if the information is not provided. If you do not wish to receive promotional material from MSC's sponsors and third parties, you must advise MSC in writing or via the opt-out procedures provided in the relevant communication. It is your responsibility to read and understand the Privacy Policy of MSC. You understand that if you have any concern or complaint about the way MSC handles your personal information, you must contact MSC.

Entire agreement

63. These Conditions (and the documents to which they refer) constitute the entire agreement between the parties in respect to your MSC membership application and participation in the Activity and supersedes all other agreements, understandings and representations and negotiations with MSC in relation to MSC's services and facilities. To the extent that any clause of these Conditions is void or unenforceable it is severable and does not affect the remaining provisions of the Conditions.

Statement of Understanding

64. You have read, or have had read to you, the above conditions and having understood the same, you consent to the Activity.

General conditions of entry

65. All users must hold a valid membership card or wristband with them at all times when using a Venue's facilities. Membership cards and wristbands are strictly not transferable. Replacement cards and wristbands can be printed at the MSAC Membership Services Desk at a cost of \$15. All members agree to comply with and be bound by each Venue's conditions of ticketing and entry, which are displayed as you enter a Venue or at <https://melbournesportscentres.com.au/terms-conditions/>.

Lost Property

66. While efforts are made to ensure the safety of users personal belongings, MSC takes no responsibility for your personal belongings. You agree that at all times You are responsible for your equipment and personal belongings.

Parking Access

67. There is one vehicle permitted per MSC Swim School member and parking is accessible for up to 3 hours, on the day of your scheduled lesson. No responsibility will be accepted by MSC for fines or other sanctions incurred by a member, resulting from use of an expired permit or otherwise. It is the members responsibility to keep their vehicle registration details up to date with MSC staff.
68. Car parking access is subject to availability and does not guarantee that a car parking space is available to a member at any given time. During major events it is likely that members' access to car parks will be even more limited or potential unavailability of access.
69. MSC Squad Program members receive up to 8 hours of free parking due to their training requirements. MSC Squad Program members must ensure their licence plate is registered with the MSC team for automatic entry.

Facility Access and Changes to Operations

70. Facility access is subject to change and MSC's absolute discretion without notice. During major events, members may have limited access to facilities includes pools, classes and other products and services. During these periods there may be disruptions to the availability of MSAC. The MSC Swim School and Squad Program 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. The MSC Swim School/Squad Program will make every effort to keep you informed of potential disruptions or cancellations throughout your enrolment.
71. MSC Swim School and Squad Program may be required from time to time to update their operations at MSAC, including but not limited to:
- operating hours;
 - availability of specific facilities or services within the venues;
 - closure of part of MSAC, or of specific equipment, for maintenance; and
 - changing conditions of entry to MSAC.
72. Where a change outlined above occurs, MSC Swim School/Squad Program will use its best endeavours to provide reasonable notice to you, by way of (including but not limited to) its website, email, SMS and notice boards.

Rules

73. These Conditions, and any other documents referenced within these Conditions, including but not limited to the MSAC Terms and Conditions of Entry <https://melbournesportscentres.com.au/terms-conditions/>, comprise a contract between you and MSC Swim School/Squad Program which is necessary and reasonable for promoting and conducting the Activity.
74. You acknowledge this application for participation in the Activity will be accepted upon notification to you by MSC Swim School/Squad Program and you acknowledge that you will be bound by and agree to comply with such rules, terms and conditions as may be imposed by MSC Swim School/Squad Program with respect to the conduct and management of the Activity, including but not limited to all relevant rules, regulations, policies and codes of conduct of MSC Swim School/Squad Program, as amended from time to time. You agree that You will follow any rules and/or directions set by MSC Swim School in connection with the Activity and understand that if You fail to comply with any such rules or directions, You will not be permitted to participate or to continue to participate in the Activity and no refund will be given.

Definitions and Interpretation

75. In these Conditions the following expressions have the following meanings:
- Activity** means participating in any capacity in any authorised or recognised swimming program conducted by the MSC Swim School.
- Claim** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with any Activity, but does not include a claim against MSC Swim School by any person expressly entitled to make a claim under a MSC Swim School insurance policy.
- MSAC** means the Melbourne Sports and Aquatic Centre located at 30 Aughtie Drive, Melbourne VIC 3206.
- MSC** means Melbourne Sports Centres (ABN 16 374 471 008).

MSC Swim School means the swim school operated by MSC and includes, where the context permits, its respective directors, officers, members, servants and agents.

MSC Squad Program means the squad program operated by MSC and includes, where the context permits, its respective directors, officers, members, servants and agents.

Participant means an applicant for participation in the Activity as included on this form.

You or you means a Participant, and where the Participant is under the age of 18, both the Participant and the Participant's parent/guardian.

76. In these Conditions: any references: to the singular includes the plural and vice versa, to any gender includes all genders, to persons includes all bodies and associations both incorporated and unincorporated, to any legislation or regulation includes all amending and succeeding legislation and regulations, to the word "including" must be construed without limitation, to a "Clause" means a clause in these Conditions; and paragraph headings are for reference purposes only.

PLEASE NOTE THE FOLLOWING:

If the Competition and Consumer Act 2010 or similar State law operates so as to prevent the exclusion, restriction or modification of warranties otherwise implied by those laws then the liability of MSC for breach of warranties is limited to the payment of the cost of supplying MSC's services and facilities again.

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with Payrix Australia Pty Ltd (Payrix Australia) and MSC. It also details what our obligations are to you as your Direct Debit Provider. We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

I/We hereby authorize Payrix Australia Pty Ltd (ABN: 63 135 196 397) Direct Debit User ID 382220 to make periodic debits on behalf of Melbourne Sports Centres (ABN 16 374 471 008) (herein referred to as the Business) I/We acknowledge that Payrix Australia is acting as a Direct Debit Agent for the Business and that Payrix Australia does not provide any goods or services and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

I/We acknowledge that Payrix Australia and the Business will keep any information (including account details) contained in the Direct Debit Request confidential. Payrix Australia and the Business will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

We will only disclose information that we have about you:

- To the extent specifically required by law: or
- For the purposes of this agreement (including disclosing information in connection with any query or claim).

I/We acknowledge that the debit amount will be debited from my/our account according to the Direct Debit Request, this Agreement and the terms and conditions of the agreement with the Business.

I/We acknowledge that bank account details have been verified against a recent bank statement to ensure accuracy of the details provided. If uncertain you should contact your financial institution.

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

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

I/We authorise:

1. There is a public or bank holiday on the day, or any day after the debit date
2. A payment request is received by Payrix Australia on a day that is not a Banking Business Day
3. A Payment request is received after normal operational hours, being 4pm Monday to Friday

Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise the Business to vary the amount of the payments from time to time as provided for within the Business agreement. I/We authorise Payrix Australia to vary the amount of the payments upon instructions from the Business. I/We do not require Payrix Australia to notify me/us of such variations to the debit amount.

I/We acknowledge that the total amount billed will be for the specified period for this and/or subsequent agreements and/or amendments.

I/We acknowledge that the Business is to provide 14 days' notice if proposing to vary the terms of the debit arrangements.

I/We acknowledge that variations to the debit arrangement will be directed to the Business.

I/We acknowledge that any request to stop or cancel the debit arrangement will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming, you are advised to contact your financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, I/We will be responsible for any fees and charges for each unsuccessful debit in addition to any financial institution charges and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by Payrix Australia.

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

I/We acknowledge that if specified by the Business, a setup, variation, dishonour, SMS or processing fees may apply as instructed by the Business.

1. The Debit User to verify details of my/our account with my/our financial institution
2. The Financial Institution to release information allowing the Debit User to verify my/our account details.

Payrix Australia Pty Ltd ABN: 63 135 196 397
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