Terms and Conditions

Eligibility to the Water Wise Program

As part of the Student Services and Amenities Fee (SSAF) funding dedicated by Monash University to student health and welfare services, current Monash University students are eligible for 100% funding to participate in the Water Wise Program (including the Beginner Adult Learn to Swim & Water Women program). The aim of the program is to increase the Water Safety and swimming ability of Monash University students.

Monash University students currently enrolled into a Monash University undergraduate or postgraduate course are eligible to participate. A valid Monash University student card must be presented at the time of enrolment into each term of the program.

Students will be funded for participation in this program whilst their swimming skills and ability remain at the introductory level. Once the students water safety and swimming ability has progressed beyond that of a beginner (i.e. they are eligible to enter our intermediate or advanced programs), the SSAF funding no longer applies. Students may enrol in the Monash Sport Adult Learn to Swim Program with the Monash Student discount of 15%.

Enrolment Process

Eligible participants will be required to enrol into a term of lessons (approx. 8-11 weeks) on an available day and time (subject to availability) for one lesson per week. Additional lessons per week will be charged at the Monash Student rate applied to the Adult Learn to Swim Program. Eligible participants may enrol into the program at any time, except in the last two weeks of any term. Terms dates can be found on our website (insert link here).

You must complete a Monash Sport Water Wise application form including personal/contact information and emergency contact details and provide proof of identity and student membership status (where applicable) at the time of application. You must provide, and keep Monash Sport up to date with, your personal information and contact details and inform us of changes that affects your participation in the program, including any changes to your health, contact information and/or payment details.

Cancellations

Eligible participants, who have enrolled in the program but are unable to continue their participation in the program ongoing, must notify Monash Sport so that the lesson can be made available to other participants.

Monash Sport will remove any participants from the program if they have had 3 consecutive absences from the program without notification.

Notification of Absence

A make-up lesson (a maximum of two per term) will be granted with 24 hours advanced notice to Monash Sport when an eligible participant is unable to attend a lesson.

If 24 hours advanced notice is not received, a medical certificate is required for additional make up lessons to be considered.

Complimentary Make Up Lessons

Make-up lessons are not available in the first two weeks of term, to allow for new enrolments. A maximum of two makeup lessons will be available each term with compliance of the Monash Sport Notification of Absence Policy.

Make-up lessons must be used in the current term. At the completion of each term, all unused make up lessons on the file will be removed.

Make-up lessons are subject to class availability. Every effort will be made to find a suitable time for a make- up lessons, however Monash Sport cannot guarantee the availability of make-up lessons. Permanent enroolments for the term will take precedence over participants enrolled into make-up lessons.
Complimentary Practice Swims
For all enrolled participants into the Water Wise, Monash Sport offers complimentary practice swimming at any time within standard opening hours.

Learn to Swim Card
The participant will be given a Water Wise card on enrolment into the program. The participant must present the Learn to Swim card at the Aquatics Service desk on the lesson day, including a make-up lesson day, or when undertaking a practice swim.
Lost Learn to Swim Cards will need to be replaced at a fee of $5.00.

Privacy Statement and Acknowledgement
You agree that information provided by you to Monash Sport, including health, medical and financial information may be used/disclosed in accordance with the Monash University privacy policy which is found at: www.privacy.monash.edu

Conditions of Entry
The Conditions of Entry of the Doug Ellis Swimming Pool must be observed and adhered at all times. The conditions of entry are displayed opposite the Aquatics service desk at the front entrance to the Doug Ellis Swimming Pool.
Monash Sport can refuse entry to anyone, including Water Wise participants. If you act unreasonable or break the terms and conditions of this agreement, or are in breach of the Conditions of Entry applicable to this venue, we may warn you that you risk having your lesson cancelled. If you continue to behave in the same way, we may cancel your lesson immediately.
Monash Sport will cancel your lesson without warning (immediately) if you behave in a manner that is considered a risk to other members and staff, or deemed seriously inappropriate, such as (but not limited to):

- Threatening or harassing others
- Exhibiting behaviour that may cause injury
- Using obscene or profane language
- Misconduct with, or damaging equipment
- Using illegal or performance enhancing drugs
- Providing instruction to other members where you are not authorised by Monash Sport to do so

General Conditions
The most up-to-date terms and conditions always apply. By re-enrolling into subsequent terms, you agree to the current terms and conditions that apply at that time. You can find copies of the most up-to-date terms and conditions at the Aquatics Service Desk.
Monash Sport reserves the right to change the terms and conditions of this Learn to Swim program from time to time including but not limited to, Conditions of Entry, learn to swim conditions, operating hours, facility and equipment availability, services and various fees. In the event of changes to any of these conditions, we will notify you of such changes by one or some of the following:

- Published in our newsletter, or
- Posting a notice in our Venue, or
- Writing to the address you last gave us (e-mail or mail), or
- Contacting you by phone, or
- Advising on our website.

If information contained within this agreement differs from information that is verbally communicated to you by a Monash Sport employee whether in person at one of our campuses, or over the phone, the terms and conditions outlined in this agreement will apply (or the most up-to-date version), unless written confirmation is received to the contrary from a Monash Sport employee.
Video Surveillance & Monitoring

You acknowledge that by accessing Monash Sport facilities you will be subject to video surveillance and recording undertaken by Monash Sport to monitor its sites/facilities for security purposes.

Monash Sport may also film or photograph in and around its facilities for promotional and other purposes. If you are clearly identifiable in such film or photograph, with your written consent Monash Sport may use your image in promotional and other material.

You agree not to use mobile phone cameras and/or any type of video/photography equipment in a Monash Sport facility without prior written consent of a Monash Sport employee.

Monash Sport Services and Inherent Risks

You acknowledge that, whilst every attempt is made to ensure that the fitness services and facilities provided by Monash Sport are safe, there are some significant and inherent risks involved with fitness training, and you accept those risks.

You agree that you are responsible for your own safety and the security of your own property while at a Monash Sport facility and Monash Sport is not liable for any loss or damage to your property or indirect or consequential loss to you or your property.

You acknowledge and agree that you use the exercise facilities at your own risk and you release, to the fullest extent permitted by law, Monash University, its officers, employees and agents, from all claims and demands of whatever kind which may arise from your use of the exercise facilities. You undertake to make sure that you know how to exercise safely and, in the event that you do not know how to do so, you agree to ask a Monash Sport staff member.

The following limitation of statutory guarantees applies to your membership, and reference in this warning to ‘form’ is a reference to these membership terms and conditions.

**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 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 supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. 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 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in 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.

I agree to the terms and conditions of the Water Wise Program and agree to abide by them at all times:

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<thead>
<tr>
<th>Signature:</th>
<th>Date:</th>
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<tbody>
<tr>
<td>Name (printed):</td>
<td>Staff Member (witness):</td>
</tr>
<tr>
<td>Students Name (printed):</td>
<td>Student ID Number:</td>
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