

MONASH SPORT LEARN TO SWIM MEMBERSHIP - Terms and Conditions

Welcome to Monash Sport. Before signing the Monash Sport Learn to Swim Membership Application Form, please take the time to read the following terms and conditions of the membership carefully. You should only sign the Learn to Swim Membership Application Form if you understand and agree with **ALL** the membership terms and conditions. "You" refers to either the member or the responsible person for this membership, being a person over the age of 18. "University" refers to Monash University (ABN 12 377 614 012).

1. Member Responsibilities & General Conditions

- 1.1 You must complete a Monash Sport Learn to Swim Membership Application Form including personal/contact information and emergency contact details and provide proof of identity and student/staff status (where applicable) at the time of application. For University staff and students, you understand and agree that your information, for the purposes of administering your membership, will be obtained directly from University staff and student database systems.
- 1.2 You must provide and keep Monash Sport up to date with all personal information and contact details and inform us of changes that affect the membership, including any changes to contact information and/or payment details.
- 1.3 You must provide Monash Sport with any medical history relevant to the membership, and details of the impact any medical condition has on the health of the member, and promptly keep Monash Sport informed of any changes in the health or medical condition relevant to the membership.
- 1.4 You should obtain medical confirmation that swimming activity will not cause the member any physical harm or detriment to the member's health.
- 1.5 You must observe ALL Monash Sport conditions of entry, conditions of use, and etiquette guidelines and all directions of Monash Sport employees and agents at all times when you are in a Monash Sport facility.
- 1.6 All parents/guardians with children in the Monash Sport Learn to Swim Program must comply with the **Monash Sport "Watch Around Water" policy**.
 - **All children under 10 years must be actively supervised by a parent/guardian at all times, before, during and after their Learn to Swim lesson.**
 - **All children under 5 years must have a parent/guardian pool side during their Learn to Swim lesson. If the child under 5 is in the water before or after the lesson, the parent/guardian must also be in the water and within arm's reach.**
- 1.7 You must not solicit business on Monash Sport premises for personal financial gain for any purpose including but not limited to personal training, swimming instructing/coaching or medical/dietary advice, without the prior written consent of Monash Sport.
- 1.8 Where information in these terms and conditions differs from information that is communicated to you verbally by a Monash Sport employee, (whether at a Monash Sport facility or over the telephone), these terms and conditions continue to apply, as these terms and conditions may only be varied in writing.
- 1.9 You agree that at any time Monash Sport may vary these terms and conditions, including the Conditions of Entry, Conditions of Use, Etiquette Guidelines, operating hours, programs, services, facilities and fees. If the change is beneficial to you or has a neutral impact, the change will be made without notice and with immediate effect. For all other changes Monash Sport will provide you with at least 4 weeks' notice of the change by:
 - publishing it in the newsletter;
 - placing a notice at our 3 sites (Clayton, Caulfield, Peninsula);
 - writing to the address you last gave us (mail or email);
 - contacting you by phone; or
 - posting a notice on the Monash Sport website.
- 1.10 Once the required notice is given as outlined in 1.9 you agree the updated terms apply to the membership.

2. Membership Fees/Payments - Direct Debit Authority

- 2.1 You agree to pay all membership fees applicable to the membership type you have selected in your Monash Sport Learn to Swim Membership Application Form. For eligible Water Wise students, you agree that the Student Services Amenities Fees will subsidise your participation in the program until you reach an intermediate level as assessed by Monash Sport staff. Minimum attendance requirements apply to remain eligible for the Water Wise subsidy.
- 2.2 You agree to pay all membership fees by direct debit, from a nominated bank account or credit card (Note: **the minimum term is 12 weeks (84 days) from the date of your first lesson**).
- 2.3 You agree Monash Sport may increase membership fees at any time (and consequently the debit amount) by giving notice as required in clause 1.9.
- 2.4 By completing the Monash Sport Learn to Swim Membership

- 2.4 By completing the Monash Sport Learn to Swim Membership Application Form, you authorise the University and any third party direct debit payment service provider engaged by the University to debit your membership fees from the nominated bank or credit card account in accordance with the payment terms outlined in the application form.
- 2.5 You agree that payments are calculated based upon 40 lessons per annum and divided over 24 debit fortnights (48 weeks). There will be no debit processed in the first and last fortnight of the year.
- 2.6 You agree that an upfront pro-rata payment will be required at the time of enrolment.
- 2.7 You agree that direct debit payments will be processed for the fortnight in advance and will be debited fortnightly on a Thursday. If payment is due to be processed on a non-business day or University declared public holiday, the payment will be processed on the next business day.
- 2.8 You must ensure the nominated bank or credit card account accommodates direct debit and has sufficient funds available to honour each payment. You must also ensure your details are up to date, including account or card numbers and expiry dates. You can update your payment details, giving the University at least 7 days' notice before the next debit date.
- 2.9 If a payment is dishonored or rejected for any reason, a dishonor fee of \$10.00 may be charged to you.
- 2.10 For any disputes in relation to direct debit payments, you must notify Monash Sport via email, at sport.members@monash.edu
- 2.11 You acknowledge and agree that Monash Sport may change direct debit payment provider at any time and, where this occurs, to continue to pay the membership fees by direct debit, you must complete and provide to Monash Sport a new Payment Agreement authorising the new direct debit payment provider to debit your Monash Sport membership fees.

3. Cooling Off Period

- 3.1 If you are a new member there is a cooling off period of 10 business days from the commencement date of your membership as stated on your Monash Sport Learn to Swim Membership Application Form during which you may cancel your membership.
- 3.2 To cancel your membership during the cooling off period, you must make a request in writing to Monash Sport during the cooling off period and a refund of all membership fees you have paid will be made to you, less a \$25 administration fee.
- 3.3 The cooling off period does not apply to membership renewals.

4. Operating Hours and Access

- 4.1 Monash Sport will provide the member with access to the aquatic facilities (Doug Ellis Swimming Pool) excluding the sauna, spa and steam areas during Monash Sport operating hours. Accompanying parent/guardian and family are required to pay applicable pool entry fees. One accompanying parent/guardian will be provided complimentary access where the Learn to Swim Member is under 10 years.
- 4.2 Monash Sport will inform you of the operating hours across its 3 sites (Clayton, Caulfield, Peninsula) and their facilities on its website at: www.monash.edu/sport
- 4.3 Up to two complimentary standard entries to the Doug Ellis Swimming Pool are provided to the parents/guardians on entry with the Learn to Swim member on their lesson day. The parent/guardian must comply with the Monash Sport "Watch Around Water" policy and therefore must not compromise supervision standards to undertake activities in the aquatic area.
- 4.4 Monash Sport will provide complimentary access to one (1) Holiday Intensive Swimming Program per calendar year where the member has completed the minimum payment term.
- 4.5 **Monash Sport will close all facilities at all sites annually:**
 - on Good Friday
 - for the duration (12 days) of the University Christmas/New Year closedown period with the annual closure dates found at: www.monash.edu/sport
- 4.6 Monash Sport may restrict your access to reduced operating hours or close some facilities on University Holidays. A full list of University Holidays is found at www.monash.edu/sport
- 4.7 You understand that Monash Sport will not reduce, or provide partial refunds of, membership fees or provide automatic suspensions if a Monash Sport site or facility is closed for renovations, closed on a University Holiday or a public holiday, or for the duration of the annual University Christmas/ New Year closedown period.

- 4.8 University staff and students will have access through use of your University issued staff or student card.
- 4.9 Monash Sport will provide members that are not staff or students with a membership access card. You agree the access card remains the property of Monash Sport and you will not lend it to any other person or allow any other person to use it.
- 4.10 A replacement card fee of \$8.00 will payable for all lost Monash Sport issued membership cards.
- 4.11 You must scan your membership or University staff or student card to access any Monash Sport facility to which you are permitted access (unless otherwise advised).
- 4.12 While at a Monash Sport facility you must present your membership or University staff or student card for inspection upon request by a Monash Sport employee.

5. Privacy Statement and Acknowledgement

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

6. Video Surveillance & Monitoring

- 6.1 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.
- 6.2 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.
- 6.3 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.

7. Monash Sport Services and Inherent Risks

- 7.1 You acknowledge that, whilst every attempt is made to ensure that the sport and fitness services and facilities provided by Monash Sport are safe, there are some significant and inherent risks involved with physical activity, and you accept those risks.
- 7.2 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.
- 7.3 You acknowledge and agree that you use Monash Sport facilities and equipment at your own risk and you release, to the fullest extent permitted by law, the University, its officers, employees and agents, from all claims and demands of whatever kind which may arise from your use of the facilities and equipment. 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.
- 7.4 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.

8. Membership Cancellations and Missed Lessons

- 8.1 The member is eligible to receive up to two (2) lessons in the form of credit per school term upon presentation of certification from a registered medical practitioner that the member should not use Monash Sport facilities for a specified period due to injury or a medical condition. An application for credit form must be completed within one month of the missed lesson for a credit to be considered and relevant documentation must be provided.
- 8.2 For all approved credit applications, the fortnightly debit amount will be adjusted based upon the credit application. Approved credits are valid for a 12 month period only and are non-transferrable to other members. Monash Sport reserves the right to accept or decline the application for credit.
- 8.3 The member is eligible to receive up to two (2) lessons in the form of a Family Swim Pass for any missed lessons without medical certificate per school term. An application for credit form must be completed within one month of the missed lesson for a Family Swim Pass to be issued. Family Swim passes are valid for 90 days from the date of the missed lesson.
- 8.4 In addition to credit under clause 8.1, upon presentation of certification from a registered medical practitioner that you should not use Monash Sport facilities for a specified period due to injury or a medical condition, Monash Sport may suspend your membership.
- 8.5 Monash Sport may suspend your membership if you fail to inform Monash Sport of changes to your personal contact details after attempts by Monash Sport to contact you according to information held on its member database have been unsuccessful, and Monash Sport will not re-activate your membership until your contact details are updated.
- 8.6 The membership cannot be transferred and there are no refunds of membership fees.
- 8.7 You may cancel your membership prior to the minimum term, as applicable:
 - where you provide certification from a registered medical practitioner that injury, illness or physical incapacity prevents you making further use of Monash Sport facilities, which cancellation will take effect from the date your application, or
 - where Monash Sport provides notice under clause 1.9 that these terms and conditions are to change and you do not agree with the change, which cancellation will take effect from the date that the changed terms and conditions come into operation.
- 8.8 You must pay all membership fees until the date the cancellation of membership takes effect.
- 8.9 In addition to cancellation for reasons listed in clause 8.7, Direct Debit Memberships may be cancelled at any time after the completion of the minimum term of 12 weeks (84 days) from the date of your first lesson date, by completing a membership cancellation form. Payments and facility access will stop the day prior to the next scheduled fortnightly payment date. Monash Sport requires 2 business days' notice of cancellation prior to the next scheduled direct debit date.
- 8.10 Monash Sport may suspend your membership and refuse entry to any Monash Sport facility if you breach these terms and conditions.
- 8.11 At any time where you act in a manner that may breach these terms and conditions, Monash Sport may provide you with a warning that your membership may be suspended or cancelled.
- 8.12 Monash Sport may cancel your membership (including without prior notice and without refund), if you breach these terms and conditions agreement, or behave in a manner that is considered a risk to yourself, other members or staff, or deemed seriously inappropriate, such as (but not limited to):
 - threatening or harassing others
 - exhibiting behavior that may cause injury
 - using obscene or profane language
 - misconduct with, or damaging equipment
 - providing non-members with unauthorised access to Monash Sport facilities
 - lending your membership or student/staff card to someone else to gain access to facilities
 - using illegal or performance-enhancing drugs
 - providing instruction to other members where you are not authorised by Monash Sport to do so