

UWA Sport Program Terms and Conditions

The terms and conditions set out below govern a person's ("you" or "participant") involvement in any Program run by UWA Sport Pty Ltd (ABN: 96 605 887 189) ("UWA Sport"), including but not limited to:

- Adult Swimming Squads
- Elite Swimming Pathway Squads
- Junior Development Swimming Squads
- Kids Holiday Program
- Learn to Swim Program
- Recreate (Short Courses) Program

UWA Sport is a wholly owned subsidiary of The University of Western Australia (ABN: 37 882 817 280) ("UWA"). These terms and conditions are available on our website at: www.sport.uwa.edu.au. Please retain a copy of this agreement for your records.

DEFINITIONS

Program refers to the program/s outlined at the start of these Program Terms and Conditions, and includes all courses, classes, lessons and sessions coordinated in each Program.

Course refers to a series of classes run within a Program.

Classes are specific to the non-aquatic programs and refer to a one off session in a Program or Course.

Lessons are specific to the Learn to Swim Program and refers to a one off or series of lessons run as part of the Program.

Sessions are specific to the Swimming Squads and refers to a series of regular training sessions offered as part of these Swimming Squads.

ACKNOWLEDGMENT

By enrolling in a Program run by UWA Sport, you acknowledge that you will be bound by these terms and conditions.

WARRANTY, RELEASE AND INDEMNITY

You warrant as follows:

- a) during such times when participating in a Program run by UWA Sport, a person's personal property and person shall be at their own risk in every respect; and
- b) you are in good health and physical condition, and that there are no medical or other conditions that could be regarded as an impediment to participation;

You:

- c) acknowledge there may be inherent risks associated with participating in the Program and voluntarily agree to assume and accept all of the risks arising out of, associated with, or related to participating in the Program;
- d) to the extent permitted by law, release UWA and UWA Sport, its officers, employees, volunteers and agents from and against all past, current and future liability for any property damage, illness, personal injury or death incurred or suffered in connection with participation in such activities or use of such facilities and equipment;
- e) indemnify UWA and UWA Sport, its officers, employees, volunteers and agents from and against all losses, damages, claims and expenses (including legal costs) incurred or suffered by them that are caused in connection with your participation in such activities or use of such facilities and equipment except to the extent that the liability, losses, damages, claims and expenses are directly caused by the negligence of UWA Sport, its officers, employees, volunteers and agents.

PARTICIPATION OF MINORS

If the person participating in a Program run by UWA Sport is a minor, then their parent or guardian:

- a) agrees to these terms and conditions in respect of the minor and gives the releases and warranties set out in these terms and conditions; and
- b) will, where applicable, procure the minor to abide by these terms and conditions.

Parents and guardians are responsible for seeing their child to and from all allocated class, lessons and session, and must comply with the hours of operation and program start and finish times stipulated on a Program enrolment form and/or online booking system. UWA Sport is unable to supervise minors outside of the program times.

ENROLMENT

Program enrolments should be made at least 72 hours prior to the commencement of the Program. Late enrolments risk missing out due to limited availability.

Enrolments will only be accepted via the UWA Sport online booking system or by completing a Program enrolment form and submitting it to UWA Sport at the UWA Recreation and Fitness Centre Reception or UWA Aquatic Centre as applicable. Enrolments will only be confirmed with receipt of full payment.

Aquatic related Programs are booked by season, term or block.

Only limited Elite Swimming Squads operate on Public Holidays, with confirmed sessions communicated in advance. All other programs do not operate.

MEDICAL CONDITIONS AND ALLERGIES

UWA Sport must be informed of all allergies and medical conditions, if any, upon enrolment by a participant in a Program. A copy of a participant's medical management plan for severe medical conditions must be provided to UWA Sport. UWA Sport may require the parent or guardian of children who have a medical condition, which, in the opinion of UWA Sport acting reasonably, may impact on lessons or is a life threatening condition, to remain on the premises for the duration of the Lesson/ Session. UWA Sport must be notified of any changes to a participant's condition that may affect their care whilst participating in a Program.

UWA Sport encourages the inclusion of participants with a disability and will support access requirements notified to UWA Sport.

MEDICAL TREATMENT

You consent to receive, and authorise UWA Sport or its delegates to arrange, medical or hospital treatment which may be deemed advisable in the event of injury, accident, and/or illness during a Program and you agree to indemnify the organisers for all costs and expenses associated with such treatment.

FACILITY/EQUIPMENT ACCESS

You agree to abide by the UWA Sport Ground, Facility and Equipment Terms and Conditions (available on request). You are welcome to bring sporting equipment where applicable such as sport racquets, bats, kickboards or flippers, however UWA Sport will not be responsible for the use or storage of this equipment.

For access to the pools, individuals are required to wear swimming caps and racing bathers at all times across all activities.

CHANGES TO BOOKINGS

NON-AQUATIC PROGRAMS

Requests for changes to a booking are required to be made at least 72 hours before the Program commences. This can be done either in person, over the phone or by email.

Whether UWA Sport is able to facilitate a change, credit or refund is dependent on the time period in which you contact UWA Sport to request the change, as set out in the table below.

Time Period	Conditions
More than 72 hours prior to a Program start date.	<p>Changes to bookings can occur.</p> <p>Participants are eligible for an account credit to their UWA Sport account, a full refund or a transfer to another Program (subject to places available).</p> <p>No Program transfer or withdrawal fee applies.</p>
Less than 72 hours prior to a Program start date.	<p>Changes to bookings can occur provided places are available. The following fees will apply:</p> <ul style="list-style-type: none"> • Program withdrawal or transfer due to medical circumstances (medical documentation required): No charge. • Program withdrawal for any other circumstance without transfer to another Program: 50% of total registration fee • Program transfer for any other reason: \$25
After a Program has commenced.	<p>Changes to bookings cannot be made. Account credits, refunds or transfers will only be considered for medical circumstances (medical documentation required) and a \$25 administration fee will apply if UWA Sport authorises the change.</p>

AQUATIC PROGRAMS

Requests for changes to a booking are required to be made at least 72 hours before the Program commences. This can be done either in person, over the phone or by email. Whether UWA Sport is able to facilitate a change, credit or refund is dependent on the time period in which you contact UWA Sport to request the change, as set out in the table below.

Time Period	Conditions
More than 72 hours prior to a Program start date.	Changes to bookings can occur. Participants are eligible for an account credit to their UWA Sport account, a full refund or a transfer to another Program (subject to places available). No Program transfer or withdrawal fee applies.
Less than 72 hours prior to a Program start date.	Changes to bookings can occur provided places are available. The following fees will apply: Program withdrawal or transfer due to medical circumstances (medical documentation required): No charge. Program withdrawal for any other circumstance without transfer to another Program: \$50 Program transfer for any other reason: \$25
After a Program has commenced.	Changes to bookings can occur provided places are available. The following fees will apply: Program withdrawal or transfer due to medical circumstances (medical documentation required): \$25 Program withdrawal for any other circumstance: \$100 Program transfer for any other reason: \$25 Program promotions do not incur a fee however difference in service fees may be applicable. Participants are eligible for a pro-rata account credit to their UWA Sport account, a partial refund or a transfer to another Program less the above applicable fee.

UWA Sport will take into consideration any special or extenuating circumstances which may require a participant to withdraw from a Program. UWA Sport may issue a credit to your UWA Sport account if the withdrawal is approved in those circumstances.

CANCELLATION

Program/Course cancellation: UWA Sport reserves the right to alter and/or cancel any Program due to unforeseeable circumstances, safety risk or if no minimum enrolment number (as determined by UWA Sport from time to time) is reached. If a Program or Course is cancelled, participants and/or guardians will be notified directly and options will be provided, including enrolling into a different Program or Course for the same time period and value, a credit allocated to their UWA Sport account or a full refund.

Class/Lesson/Session cancellation: UWA Sport reserves the right to alter and/or cancel without notice any Class, Lesson or Session in the event of extreme weather conditions, facility contamination, safety reason, or other unforeseeable circumstance. When this occurs UWA Sport will endeavour to give affected participants a phone call, text or email to advise of the cancellation.

For non-aquatic programs – if the cancellation is due to reasons outside the control of UWA Sport, such as, extreme weather, emergency evacuation, medical emergency, illness or injury, UWA Sport may not provide a refund, credit or make-up class. However, UWA Sport will endeavour to organise a make-up Class if the reason for cancellation is within the control of UWA Sport. If a make-up Class cannot be arranged, or the rescheduled time does not suit, a refund or credit to your UWA Sport account will be provided to participants for that Class.

For aquatic programs - due to operational requirements, make up lessons and sessions, refunds and credits will not be offered regardless of the reason for cancellation.

MISSED CLASS, LESSON OR SESSION

Except as set out below, no make-up Classes, Lessons or Sessions, credits or refunds are available to participants who miss a Class, Lesson or Session in a Program or Course.

In extenuating circumstances, you may apply for credit to your UWA Sport account in the form of a written request that includes supporting medical or other extenuating circumstances documentation and UWA Sport will consider in its discretion whether a credit to your UWA Sport account is applicable.

CHANGE OF DETAILS

You must notify UWA Sport as soon as possible of any changes to your address, contact numbers, email addresses, emergency contacts or persons authorised to collect participants (i.e. children) after an enrolment has been processed for a Program.

UWA SPORT ACCOUNT CREDITS

All UWA Sport account credits have a twelve (12) month expiry from the date they are applied. Account credit transfers can only occur between immediate family members set up on the same account. Individual transfers are not possible. Account credits are non-refundable.

SALARY PACKAGING

If you are a UWA staff member, and you are entitled to salary packaging in accordance with your employee entitlements, you may apply for salary packaging for specific Programs and Courses.

A salary packaging form needs to be submitted with a Program enrolment form and sent to UWA Sport. Salary packaged fees will be deducted from your salary for the Programs and/or Courses in a lump sum payment.

Salary packaging is only applicable for enrolments of children into the Kids Holiday Program, or certain Courses within the Recreate Program, including fitness and wellbeing. The payment will only entitle you to the one enrolment in a Program. If you wish to continue participating in the same or a different Program, you must re-enrol and reapply for salary packaging.

PHOTOGRAPHY AND VIDEOGRAPHY

You consent to, and authorise UWA Sport or its delegates to, take photographs and video footage for the use of future Program promotion and marketing and for the purpose of sharing with participants. UWA Sport Programs may from time to time video record participants for the purposes of reviewing and correcting technique and providing coaching and feedback. If you do not wish for such footage to be taken of you or your child, please notify UWA Sport upon enrolment.

COMMUNICATIONS AND PRIVACY

By agreeing to these terms and conditions, you acknowledge that you may receive communications and marketing materials from UWA Sport. UWA Sport holds your personal details in accordance with the University privacy policy accessible here: <http://www.web.uwa.edu.au/privacy>. Your personal details, as well as all Program participants' details will not be distributed to any third party without prior permission.

PRICE STRUCTURE

UWA Sport reserves the right to review and implement new pricing structures and fees across all Programs.

BREACH OF THESE CONDITIONS, CONDUCT AND BEHAVIOUR OF PARTICIPANT

UWA Sport reserves the right to suspend or refuse a participant's involvement in a Program or to cancel any or all bookings made by a participant without warning and without any obligation on UWA Sport to refund any payments made by the participant, due to:

- the participant's breach of these terms and conditions (or if the participant is a minor, by their parent or guardian),
- risk of injury to or harmful, inappropriate or dangerous behaviour by the participant; or
- failure to comply with The University of Western Australia's and/or UWA Sport By-Laws. The University's By-Laws are located at: <http://www.governance.uwa.edu.au/statutes/by-lawsConditions>.

CONTACTING UWA SPORT

Email: info@sport.uwa.edu.au

Postal address: UWA Sport Pty Ltd, M412, 35 Stirling Highway, Perth WA 6009

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