

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 Programs
 - o Adult Fitness Squads
 - o Adult Learn to Swim
- Children's Fitness Squads
- Children's Learn to Swim Program
- Kids Sport Holiday Program
- Short Courses and 'Learn How To' Programs

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 Aquatic Fitness and Recreation Program and refers to a series of regular training sessions offered as part of these Swimming Programs.

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;
- b) will, where applicable, procure the minor to abide by these terms and conditions.
- c) will ensure fitted aqua nappies are worn by any child is under 3 years old, or any child over 3 years old and not fully toilet trained.

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.

PRICE STRUCTURE

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

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.

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.

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.

Only authorised UWA Sport staff, and UWA Sport delegates, are permitted to take photographs and videos with the appropriate permissions organised. Parents, guardians, observers, patrons and participants are not permitted to take photographs or video footage of any participant, patron or staff member at any time.

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.

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>.

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.	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: <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.	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.

CHANGES TO BOOKINGS

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. Refunds are only available when two or more lessons or sessions are missed.

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.

PAYMENT OPTIONS

Enrolment into all Programs require Upfront Payment, with the exception of Adult Swimming Programs and Children's Fitness Squads, which have both Direct Debit and Upfront Payment options. Limited Salary Packaging options are also available to UWA Staff for the Kids Sport Holiday Program and select Courses within the Short Courses and Learn How To Programs.

UPFRONT PAYMENTS

Upfront payments are to be made in full upon registering into a program. Upfront payments can be made online or in person.

CONCESSION DISCOUNTS

(Adult Swimming Programs)

Concession prices are available when enrolling in the Adult Swimming Programs. If you are a UWA Staff member or student, you are eligible for a concession discount. Community members with the following concession cards are also eligible:

- Pensioner Concession Card
- Health Care Card
- Commonwealth Seniors Health Card
- Veteran Card (previously DVA White, Gold and Orange cards)
- WA Seniors Card

Concession can only be applied at time of booking. The card holder must be present, and the card sighted before the discount can be applied.

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 Sport Holiday Program, or certain Courses within the Short Courses and Learn How To Programs, 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.

DIRECT DEBIT PAYMENTS

(Adult Swimming Programs and Children's Fitness Squads)

When enrolling in Adult Swimming Programs or Children's Fitness Squads, you must set up a Direct Debit payment. Your Direct Debit payments will be subject to these terms and the Debitsuccess Direct Debit Services Agreement (issued by Debitsuccess and included in these terms and conditions), which you have read and accepted. The Debitsuccess Direct Debit Services Agreement may be updated from time to time by Debitsuccess and UWA Sport will advise you of such changes via email and your continuing participation will constitute your acceptance of those changes.

A minimum period of a Direct Debit payment is one month (Minimum Period).

The direct debit fee set out in your program enrolment will be debited fortnightly in advance from your nominated bank account or credit card by Debitsuccess. These payments will continue each fortnight for the Minimum Period, and will then continue each fortnight until you give us written notice that you wish to cancel or suspend your Direct Debit program enrolment.

Your initial direct debit payment will include a once off \$25 administration fee.

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.

DIRECT DEBIT CANCELLATIONS

If you wish to cancel your Direct Debit registration after the 'Minimum Period', you must advise us by emailing aquatics@sport.uwa.edu.au or by completing a "Cancellation Application Form" (available at the UWA Aquatic Centre reception or via email at aquatics@sport.uwa.edu.au) at least 14 days before the next payment is due.

If you wish to terminate your Direct Debit registration before the expiry of the Minimum Period, you must advise us by email at aquatics@sport.uwa.edu.au or by completing a "Cancellation Application Form" (available at the UWA Aquatic Centre reception or via email at aquatics@sport.uwa.edu.au).

Once you have applied for a cancellation, your Direct Debit registration will cancel 30 days after we received your email or Cancellation Application Form, and you may continue to participate in the program until that time. You are not entitled to a refund of any fees already paid by you.

Cancellation of your Direct Debit registration does not limit our ability to recover from you any unpaid or overdue amounts validly owed to us before your cancelled your registration.

You warrant you are the account holder for the bank account details you provide.

We will endeavour to contact you via phone, SMS or email to inform you of any overdue payments. You may be charged a \$20 dishonour fee for failed payments. Your participation in the program will be blocked upon a failed payment and you will be required to settle the outstanding amount and any dishonour fee at reception to reactive your registration.

If you repeatedly fail to meet your payment obligations, we may terminate or suspend your registration on written notice to you.

DIRECT DEBIT SUSPENSIONS

(Only applicable for Direct Debit Payment Options)

If you pay via Direct Debit, you may suspend your registration by completing a 'Suspension Application Form' available from UWA Sport, and must pay a \$25 suspension administration fee. A suspension will be not be considered until this fee is paid. If you Pay Upfront, you cannot suspend your registration.

If your suspension is approved, you may suspend your registration for a minimum of 2 weeks and a maximum of 8 weeks per annum. If you request more than the entitled suspension period, only your entitled period will be approved.

Suspensions cannot be backdated. We require a minimum of 5 business days to administer the suspension. Fortnightly payments will be deferred for the duration of the approved suspension and pro-rata where necessary (if part of a fortnightly payment is the subject of an approved suspension).

You may not participate in the program during your suspension period.

DIRECT DEBIT SPECIFIC TERMS AND CONDITIONS

Debitsuccess Direct Debit Request (DDR) Service Agreement Applicable only to Direct Debit Enrolments (Adult Swimming Programs, and Children's Fitness Squads)

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement involving Debitsuccess. It also details what our obligations are to you and forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR Authorisation Form.

Initial Terms
I/We hereby authorise Debitsuccess Pty Limited (ACN: 095 551 581) APCA User ID 184532 to make periodic debits on behalf of UWA Sport Pty Ltd as indicated on the DDR Authorisation Form.

I/We acknowledge that if specified by UWA Sport, in addition to the agreed periodic debits set out in the DDR Authorisation Form, administration/setup, variation, reversal, dishonour, or processing fees may also apply and be debited under the DDR as instructed by UWA Sport.

Relationship

I/We acknowledge that Debitsuccess is acting as an agent of UWA Sport and that Debitsuccess does not provide any good or services, and has no express or implied liability in relation to the goods and services provided by UWA Sport or the terms and conditions of any agreement within UWA Sport.

Cleared Funds

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by, and at all times on, the due date of the payment ("Day to Debit") to enable the direct debit to be honoured on the Day to Debit. 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 when the debit is attempted, I/we agree that I/we will be responsible for any fees and charges that may be charged by my/our Financial Institution.

Variations to Debit Terms

I/We authorise UWA Sport to vary the amount of the payments from time to time as provided for within the agreement with UWA Sport. I/We authorise Debitsuccess to vary the amount of the payments upon instructions from UWA Sport. I/We do not require Debitsuccess to notify me/us of such variations to the debit amount. I/We acknowledge that variations to the debit arrangement will be directed to UWA Sport. I/We acknowledge that Debitsuccess/UWA Sport is to provide 14 days' notice if proposing to vary the terms of the debit arrangements otherwise than in accordance with an agreed payment schedule. I/We acknowledge that my/our requests to vary, defer or stop the debit arrangement will be directed to UWA Sport.

Cancelling these Debit Terms

I/We understand that I/we are able to cancel this DDR by requesting this of UWA Sport or the Financial Institution, and I/we acknowledge that cancellation of the

authority to debit my/our account will not terminate my/our agreement with UWA Sport or remove my/our liability to make payments I/we have agreed to.

Dishonoured Payments

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 fees of solicitors and collection agents appointed by Debitsuccess; and Debitsuccess may attempt to re-process any unsuccessful payments as advised by UWA Sport and/or add such unsuccessful payment to any future payments.

Accuracy of Information

I/We acknowledge that it is my/our responsibility to ensure that the details entered on the DDR Authorisation Form are correct and that Debitsuccess is not liable to the extent that any such details are wrong and this causes a required payment to be missed. In addition, where I/we are paying the required payments by credit card and have entered the details of the credit card on the DDR Authorisation Form, I/we agree that Debitsuccess may continue to debit from a credit card in accordance with the terms of this Agreement to the extent that the credit card has expired, and that it wholly my/our responsibility to provide details of a replacement credit card to Debitsuccess via UWA Sport.

Disputes

I/We acknowledge that any disputed debit payments will be directed to UWA Sport. If no resolution is forthcoming, I/we understand that I/we are to contact the Financial Institution.

Other Authorisations

I/We authorise: The Debit User to verify details of my/our account with my/our Financial Institution; and The Financial Institution to release information allowing the Debit User to verify my/our account details.

Information Security

Debitsuccess agrees that it will make reasonable efforts to keep any of your information contained in the DDR (including account details) and any other information that we have about you confidential and secure, and will 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. Debitsuccess will only disclose information that we have about you: to the extent specifically by law; or for the purposes of this Agreement (including disclosing information in connection with any query or claim).

Should you have any queries in relation to these terms and conditions contact DebitSuccess Pty Ltd. PO Box 577, Mt Waverley, VIC, 3147 Phone: 1800 148 848 Email: customerservice@debitsuccess.com

CONTACTING UWA SPORT

Email: info@sport.uwa.edu.au

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Phone: +61 8 6488 2286