



POLICY DOCUMENT

Title:	Participant Terms and Conditions		
Version:	1.0 dated 01-10-2021	Supersedes:	-

This is a legal agreement between you, a person under your guardianship or supervision (hereunder referred to as “participant”, “you”, “your child” and Swim Development Australia Pty Ltd ACN 652 565 912 (hereunder referred to as “SDA”, “we”, “our” or “us”). By enrolling and making payment of a swimming class or course (“Courses”) with us, you are deemed to have accepted these Terms and Conditions on behalf of yourself or your child.

1) Enrolment

- a) The provision of our Courses is subject to availability. If at the time of receiving an enrolment request we are not in a position to provide the Course requested (e.g. where we are unable to service your geographical area or that our instructors are fully booked), then we are under no obligation to accept your enrolment.
- b) If you are under the age of 18 years, we will require from you written parent/guardian consent before we can confirm your enrolment. By providing consent on behalf of a participant under the age of 18 the parent/guardian is accepting the terms and conditions on behalf of the participant.

2) Course Booking and Accounts

- a) Bookings, payments and accounts will be managed using Ribbon Experiences at <https://withribbon.com/>
- b) You must create an account in Ribbon in order to proceed with a purchase and enrolment for classes or courses. Ribbon Experiences Privacy Policy is available here: <https://ribbonexperiences.com/webflow/documents/Ribbons-Privacy-Policy-2021.pdf>
- c) A lesson can only be scheduled after receipt of the signed acknowledgment of these terms and conditions or acknowledgment in the Ribbon Booking System when making a purchase. SDA’s Terms and Conditions are available at: <https://www.swimdevelopmentaustralia.com.au>
- d) Adult classes are booked for exclusive private use of the pool and can be purchased individually or in 5 or 10 class packs.
- e) Children’s classes may have two classes running at the same time unless a special booking is made for exclusive use of the pool. Children’s classes can be purchased individually, in term packages or school holiday intensive packages. Please note that lessons between 3:00PM & 6:00PM on weekdays may be available for bookings during school terms only.

3) Course Fees

You are required to make full payment of the course fees (as amended from time to time) as posted on our website (<https://www.swimdevelopmentaustralia.com.au>) at the time of your enrolment.

4) Course Period

Participants are required to complete their Course within the following timeframes:



POLICY DOCUMENT

Title:	Participant Terms and Conditions		
Version:	1.0 dated 01-10-2021	Supersedes:	-

Courses	Timeframe to complete the Course
For a 5 lessons Course	8 weeks
For a 10 lessons Course	16 weeks
Courses by school term	10 Weekly Classes (12 weeks)
School Holiday Intensive Programs	Within the state school holiday period

5) Courses purchased as a Gift

- a) If the Course is purchased as a gift, you are required to provide the participant a copy of these terms and conditions. A lesson can only be scheduled after receipt of the signed acknowledgment or acknowledgment in the Ribbon Booking System when enrolling in an SDA class or course.
- b) Lesson(s) purchased as a gift must be redeemed within 36 months from the date of purchase, after which the Course voucher will be voidable and a refund may be provided at the sole discretion of SDA.

6) Medical Conditions and Liability Waiver

- a) It is the participant's or the participants parent or guardian's responsibility to inform us at the time of enrolment of any relevant medical conditions that may affect the participants ability to undertake the Course. Where applicable we may request from you further details of any medical condition and/or any medical action plan as prescribed by your doctor.
- b) For health and safety reasons, we reserve our rights to decline your enrolment if we form the view that the participant is not fit to swim or if we are unable to administer any medical action plan required for your condition.
- c) In the event of a medical emergency, you authorise us to obtain medical assistance as deemed necessary, and you agree to reimburse us of all medical expenses incurred by us.
- d) If you choose to conduct your or your child's lesson at a hydrotherapy or heated pool, then it is your responsibility to consult your medical professional (if applicable) to satisfy yourself that the use of such pools does not pose a health risk to the participant (e.g. if you are pregnant). When using this type of pool, it is also the participants responsibility to ensure that they remain hydrated throughout the lesson.
- e) It is the participant's (or the participant's parent or guardian's) responsibility to inform SDA of any changes to relevant medication conditions after initial enrolment.



POLICY DOCUMENT

Title:	Participant Terms and Conditions		
Version:	1.0 dated 01-10-2021	Supersedes:	-

7) General pool rules

- a) Please do not attend lessons if you or your child is suffering from any contagious disease including but not limited to flu, fever, head cold, infected runny nose, sore throat, conjunctivitis, cold sores and open wounds vomiting, diarrhoea, symptoms of gastroenteritis, ringworm or head lice.
- b) Only parents and participants participating in the lesson are allowed in the pool area during the lesson time.

8) Limitation of Liability

- a) The participant and or parent or guardian of participant represents that they or the children under their guardianship or supervision taking the swimming lessons:
 - i) Are in good health, and in proper physical condition to participate in all activities conducting in the swim lessons;
 - ii) Are not on any medication that would in any way impair their ability to safely participate in any activities of the lessons; and
 - iii) Do not have any pre-existing conditions which would make participant unfit to participate in the lessons or activities. It is the sole responsibility of all participants and or parent or guardian of participant to determine sufficiency of health, fitness, and ability to participate in swim lessons activities.
- b) To the fullest extent permitted by law, the participant and / or parent or guardian of the participant hereby waives, releases, and discharges and hold harmless SDA for any and all claims including, (but in no way limited) to claims for illness, personal injury, death, or property damage which may have, or which may hereafter cause injury to the participant and or parent or guardian of the participant as a result of participation in the lessons.
- c) The participant and / or parent or guardian of participant hereby acknowledges and agrees that participation in Lessons does not guarantee that a participant will be water-safe.
- d) The participant and or parent or guardian of participant will discharge in advance the Instructor and SDA from any and all liability arising out of, or connected in any way, with participation in the swimming lessons. It is understood that this activity involves an element of risk and a danger of accidents, knowing those risks, as the participant and/or parent or guardian, the participant or the participants parent or guardian hereby assumes those risks and waives all liability to the fullest extent permitted by law, to the instructor and SDA , even if those liabilities may arise out of negligence or carelessness on the part of the Instructor and / or SDA.
- e) you acknowledge and agree that this waiver, is to be binding on your heirs and assigns as the participant and or parent or guardian of the participant have agreed to indemnify and to hold Instructors free and harmless to the fullest extent permitted by law from any loss, liability,



POLICY DOCUMENT

Title:	Participant Terms and Conditions		
Version:	1.0 dated 01-10-2021	Supersedes:	-


damage, cost, or expense which you or a participant may incur as the result of swimming lessons, regardless of whether it be as a result of death, injury or property damage.

9) Locations for your Course

- a) At the time of enrolment you are required to book the location of the pool you would like to undertake lessons.
- b) The pool can either be a leased pool (see our website for location details) or a Home/Apartment Pool or Public Ocean Pool.
- c) Except with our agreement, the pool location cannot be varied during the duration of the Course.
- d) Lessons at leased pools (locations available on our website) can be booked directly using the Ribbon booking system. For mobile lessons (e.g. conducted at your home or ocean pools) you will be asked to complete a booking request form and we will contact you to confirm availability. You will then be sent a request to make a purchase in Ribbon in order for us to complete the booking.

10) Lessons conducted at a Home/Apartment Pool/Ocean Pool (mobile swim lessons)

- a) It is your responsibility in providing a safe environment for the lessons to be conducted at your Home/Apartment Pool if you elect for the lessons to be conducted from these venues.
- b) It is your responsibility to ensure there is current public liability insurance (and other relevant insurance) in place to cover any accidents that may occur at your Home/Apartment Pool. This will include and cover any guest or other participants that you have invited to attend the lesson at your Home/Apartment Pool.
- c) Where the Home/Apartment Pool is located within a Strata Complex, it is your responsibility to ensure any strata approval for the use of the pool for a private swimming lesson is obtained prior to the time of lesson. If a lesson is required to be cancelled because such approval has not been obtained then no refund will be provided.
- d) It is your responsibility to ensure there is free and legal parking available to our instructors at the Home/Apartment Pool location (the parking needs to be within 100 metres from the Home/Apartment Pool). If there is a charge associated with the parking, then you will agree to reimburse us of any such charges.
- e) Your lesson(s) at the Home/Apartment Pool will be forfeited if:
 - i) Our instructor perceives a threat or implied threat of harm or violence;
 - ii) Our instructor forms the reasonable view that the Home/Apartment Pool/Ocean Pool is unsafe for the lesson to be conducted; or

	POLICY DOCUMENT		
Title:	Participant Terms and Conditions		
Version:	1.0 dated 01-10-2021	Supersedes:	-

- iii) There is no legal and free parking within 100 metres from the location of the Home/Apartment Pool (or if you refuse to reimburse our instructors of the charges associated with the parking).

11) Lessons conducted at a Leased Pool

- a) It is your responsibility to ensure you or your child do not cause any damage to the premise, the pool or any equipment at the premise.
- b) It is your responsibility to ensure proper swimwear (including goggles and a swimming cap) is worn during your lesson at the leased pool. If swimwear is deemed unfit by our instructor, we may cancel your lesson and whether a refund will be provided remains at the sole discretion of SDA.
- c) It is a condition of entry that all participants who are not toilet trained are required to wear water proof nappies and fitted swimwear over the top at all times to assist with containment if an accident should occur.
- d) In circumstances where you have caused a damage to the premise, the pool or any equipment at the premise, then you agree to indemnify us for:
- i) All costs associated with repairing or restoring the licensed pool to its original condition;
 - ii) Our loss of income suffered as a result of not being able to use the licensed pool for the time it is being repaired or restored; and
 - iii) All third party claims arising from and as a result of your actions and the damages caused or contributed to by you.
- e) We may, in our sole discretion, offset (in whole or in part) any damages or loss of income payable by you under Clause 11)d) against the course fee you have paid us.
- f) Permitted Use of the Leased Pool
- i) You are permitted to use the pool strictly for the purpose of undertaking the scheduled lessons.
 - ii) Any family or guests present during the lesson will not be allowed to enter the pool.
 - iii) You must not enter the Leased Pool until our instructor is present.
 - iv) It is your responsibility to ensure your personal belongings are kept safe during your lesson. We do not accept responsibility for any loss or damage to your personal belongings.

12) Lesson Scheduling, Cancellation and Reschedules

- a) Subject to Clause 12)e)and 12)g), you may cancel or reschedule a lesson without further charge provided the following prior notice is provided to us:
- i) Where you are unavailable – 24 hours’ notice;



POLICY DOCUMENT

Title:	Participant Terms and Conditions		
Version:	1.0 dated 01-10-2021	Supersedes:	-

- ii) Where the pool is unfit or unavailable for use – 24 hours’ notice;
 - iii) Where you (or your child) are sick – 24 hours’ notice;
 - iv) Where the weather is deemed unsuitable – we will contact you to cancel the lesson.
- b) For the purpose Clause 12)a):
- i) A pool is “unavailable” if it is not fit for use or there is an activity in the pool which prevents our lesson from taking place.
 - ii) The weather is deemed unsuitable if it is likely to raise safety issues to you and our instructor (e.g. thunder and lightning). We will contact you prior to the lesson to inform you of the cancelation (if you do not hear from us, then the lesson will proceed as scheduled). Please note that the weather will not be deemed unsuitable simply because it is raining.
- c) In the event of closure due to government imposed public health orders, class fees will be held as a credit on your account. This can be used towards lessons when we are allowed to re-open. SDA may provide refunds if a closure occurs under this clause in its sole discretion.
- d) If you cancel a class, it is your responsibility to reschedule within the course completion timeframe or the classes will be void and will not be refunded.
- e) For health and safety reasons, if on the day of the lesson our instructor forms the view that you are not fit to undertake the lesson, then we will cancel your lesson and no refund will be provided.
- f) If, on the day of a lesson SDA forms the view that water quality in any pool is not suitable for swimming, SDA may re-schedule the lesson and the participants will be provided with a credit note for a later date.
- g) For the purposes of Clause 12)a), the maximum number of cancellations and / or reschedules allowed to a participant for a course are as follows:

Courses	Maximum number of cancellations and reschedules
For a 5 lessons course	1 reschedule
For a 10 lessons course	2 reschedules
Term Bookings	2 reschedules
School Holiday Intensive Programs	1 reschedule

	POLICY DOCUMENT		
Title:	Participant Terms and Conditions		
Version:	1.0 dated 01-10-2021	Supersedes:	-


- h) All swim lesson participants must shower before using a leased pool location. You must arrive at least 5 minutes before and no earlier than 15 minutes after the allocated lesson time to use the shower facilities. If you wish to shower after lessons this must be completed within 15 minutes of the end of the scheduled session.
- i) Your lesson(s) at any location or Pool may be forfeited at the sole discretion of SDA if:
 - i) Our instructor perceives a threat or implied threat of harm or violence to themselves or any other participant; or
 - ii) Our instructor perceives there to be unlawful discrimination, harassment, bullying or any other anti-social behaviour.
- j) In the event of circumstances beyond our control we reserve the right to change teachers or instructors without notification if required from time to time.
- k) While we will make every effort to ensure your class is performed, if an instructor is not available for your scheduled lesson time your lesson will be rescheduled free of charge, a make-up lesson will be organised (for courses or term bookings) or in the event of a single class refunded, if requested.

13) Children's Classes

- a) It is your responsibility to ensure that your child or a child under your guardianship, under 12 years must be accompanied into the centre by a responsible person and children under 5 years of age must be supervised at arm's reach at all times.
- b) A parent/guardian must be present in order to ensure children are assisted with showering and changing before or after lessons.
- c) Children cannot be supervised by us before or after lessons times due to scheduling commitments hence must be collected on time.

14) Equal opportunity and respect

- a) SDA functions in a non-discriminatory, inclusive and respectful environment. Unlawful discrimination, harassment or bullying by SDA representatives (us) or those who use the services of SDA (you) will not be tolerated.
- b) It is expected that participants are courteous, respectful and kind to our staff, other participants, parents and children.

	POLICY DOCUMENT		
Title:	Participant Terms and Conditions		
Version:	1.0 dated 01-10-2021	Supersedes:	-

15) Photos and Videos

- a) At SDA, we understand that capturing special moments of your swimming lesson or your child's swimming lesson on camera or video can be important, however, the privacy of others must be respected.

- b) If you wish to use a camera/video at any pool under SDA management, you must seek permission from the instructor. If permission is granted, you must comply with the following conditions:
 - i) You may only photograph or film yourself or own child, or other persons who or whose parents or guardians have consented to being photographed or filmed;
 - ii) If you photograph or film a person (other than your own child) without their consent, then you must delete that photo or footage unless you are unable to obtain the consent of that other person or their parent or guardian (if applicable);
 - iii) You may not use cameras or mobile phones in change rooms, toilet or shower areas;
 - iv) You may not post online or otherwise share or distribute any photos or video that you have taken in breach of these conditions;
 - v) You agree to comply with any request by SDA staff to discontinue use of your camera or mobile phone, and to inspect that device and delete any photos or footage taken in breach of these conditions.

16) COVID Safety Policy

- a) We must minimise the number of people on the premises grounds, therefore only 1 parent/guardian is permitted on the school grounds per family. We may make some exceptions due to family circumstances.

- b) Physical distancing. Please remain 1.5m apart at all times, whether inside the pool area or in the playground.

- c) Swim & Go Policy. Please limit your time at the premises by arriving no more than 10 minutes prior and do not remain at the premises after the scheduled lesson. Please supervise your children in the playground at all times.

- d) Sign in procedure. The parent or guardian of each child must register upon arriving at the pool. We understand that the same person doesn't always visit the pool with your child and therefore we must have a record of every day attendance. To scan the code please use the camera on your phone.