



Sutherland Shire Council Leisure Centres

Swim Program Terms and Conditions

1. Legally binding agreement and application

- 1.1. This is a legally binding Agreement between the Responsible Person (**You, Your**) yourself or on behalf of a Student/s under the age of 18 as their parent/guardian and Sutherland Shire Council (**Council**) for enrolment and participation in the Learn to Swim or Swim Academy or Competitive Squad program (**Swim Program**) at the following Council centres:
 - a) Sutherland Leisure Centre;
 - b) Engadine Leisure Centre;
 - c) Caringbah Leisure Centre;(collectively, **Centre**).
- 1.2. By signing this Agreement, You acknowledge and agree to be bound by these Terms and Conditions on Your own behalf or where relevant also on behalf of the Student/s.

2. Application for enrolment and entry

- 2.1. You must complete the enrolment application prior to Your/the Student/s participation in the Swim Program. Enrolment will commence on the date stated on Your enrolment application and continue until such time as it is cancelled in accordance with these Terms and Conditions.
- 2.2. You must pay the Enrolment Fees for enrolment into the Swim Program, which will be direct debited fortnightly in advance from Your nominated bank account or credit card. Please refer to Clause 3.
- 2.3. You/the Student/s will be provided with an enrolment card permitting Your/the Student/s and two parent/guardian spectators entry into the Centre at the time of the Swim Program. Parents, spectators and/or family members that intend to swim must pay the appropriate entry fee.
- 2.4. Entry to the Centre must be made through the Centre reception area by scanning/presenting Your/the Student/s enrolment card. You and/or the Student/s must not use another person's enrolment card.
- 2.5. Your/the Student/s enrolment card must be always carried with You/the Student/s whilst at the Centre and presented upon request.
- 2.6. Entry will not be permitted without a current enrolment card. Lost enrolment cards must be reported to Centre reception for replacement. A fee will be charged for replacement enrolment cards.

3. Payment of fees and direct debit billing

- 3.1. You agree to pay the Enrolment Fees for enrolment in the Swim Program as and when they fall due. This may include a pro rata fee for the remainder of the fortnight in which You enrol. Enrolment Fees are set out in Council's Schedule of Fees and Charges available on Council's website: [Fees and charges | Sutherland Shire Council](#)
- 3.2. You must complete a Direct Debit Authorisation Form at the time of enrolment authorising the Direct Debit Service provider to direct debit the Enrolment Fees from Your nominated bank account or credit card. You acknowledge that you have been provided with a copy of and agree to the Direct Debit Service Provider terms and conditions. You further acknowledge that the Direct Debit Service Provider may amend those terms and conditions from time to time.
- 3.3. You acknowledge that payment of the Enrolment Fees will be made fortnightly in advance from Your nominated bank account or credit card via the Direct Debit Service Provider. If a scheduled payment falls on a public holiday, Your account will be debited on the next business day. Payments may take up to five (5) business days to be processed.
- 3.4. You are responsible for ensuring your nominated bank account or credit card is able to accept direct debits and has sufficient funds available for the payment of the Enrolment Fees and any other fees as and when they fall due. You must advise Council of any change to Your nominated bank account or credit card information at least seven (7) days prior to Your next scheduled direct debit payment. Any fees charged to Council in relation to failed or dishonoured direct debit payments will be passed onto You.
- 3.5. In addition to the Enrolment Fees charged by Council, You may be responsible for any other fees and charges in accordance with the Direct Debit Service Provider Terms and Conditions.
- 3.6. You and/or the Student/s will not be able to participate in the Program until any outstanding Enrolment Fees and other fees are paid by You.
- 3.7. If Your Enrolment fees remain outstanding, You agree that, unless Council is in breach of these Terms and Conditions, Council or the Direct Debit Service Provider may continue to direct debit Enrolment Fees from Your nominated bank account or credit card without notice to You. If you default on Your direct debit payment, Council reserves the right to cancel your direct debit arrangement and cease to offer you this method of payment.
- 3.8. Council may increase the Enrolment Fees at any time. Council will make a reasonable effort to notify you about any fee increases one (1) month prior to the date from which a fee increase will apply. Where Council has made a reasonable effort to advise of a fee increase, You authorise Council to adjust any direct debits from your nominated bank account or credit card in line with this increase.

4. General

- 4.1. You must comply with Council's General Terms and Conditions of Entry whilst at the Centre and You must ensure that the student/s also comply. Council's Terms and Conditions of Entry are displayed in the Centre and can be accessed online here: [Terms and Conditions | Leisure Centres](#)
- 4.2. You must ensure that the student/s understands and always complies with these Terms and Conditions.
- 4.3. You and/or the Student/s guardian must always remain in the Centre and on the pool deck during the Swim Program.
- 4.4. Swim Program terms and holiday dates coincide with the NSW Department of Education school term dates, which can be found here: [Calendars](#)

- 4.5. You must disclose to Council any change in Your personal health or fitness information that may prevent You and/or the Student/s from safely participating in the Program. You warrant that You/the Student/s will not participate in the Program whilst you/the Student/s are suffering from any injury, illness and/or infection, including but not limited to soft tissue injuries, broken bones, ear and eye infections, gastrointestinal infection, diarrhea, cold sores, coughs, runny nose, open sores and rashes.
- 4.6. It is Your responsibility to ensure Your/the Student's enrolment and contact information is accurate at all times, including but not limited to address, contact phone number, email address, emergency contact information, and any other information required on the enrolment form or by Council.
- 4.7. The Swim Program will not proceed on public holidays.
- 4.8. Council reserves the right to vary, add or eliminate Swim Program scheduled hours and/or availability without prior notice. Consolidated Swim Programs may also occur without prior notice.
- 4.9. These Terms and Conditions are subject to change at Council's discretion. Any such change will be made with reasonable notice. You should ensure that You are familiar with the current Terms and Conditions applicable at any time.
- 4.10. If you breach these Terms and Conditions Council reserves the right to cancel Your and/or the Student/s enrolment in the Swim Program. Council reserves the right to refuse enrolment in the Swim Program to any person at its sole discretion.
- 5. Assessment and progression**
 - 5.1. You and/or the Student/s may be required to complete a free assessment to determine the most appropriate Swim Program based on ability.
 - 5.2. You and/or the Student/s will be placed in the appropriate Swim Program for their ability and assessed on an ongoing basis.
 - 5.3. Swim Program progression is based on Your and/or the Student/s ability to accomplish the expected skills and is at the swim school supervisors sole recommendation.
- 6. Competitive Squad Program Membership**
 - 6.1. The Competitive Squad Program is a squad membership. Your/the Student/s Competitive Squad Program coach will schedule breaks into the squad program where the suspension can be utilised.
 - 6.2. Membership may be suspended for a total of eight (8) weeks per calendar year. Suspensions must be for a minimum period of seven (7) days at any one time. Requests for membership suspension must be submitted online with at least seven (7) days' notice in consultation with the Competitive Squad Program coach.
 - 6.3. If You/the Student/s miss at least seven (7) consecutive Competitive Squad Program days, Council may provide you with a credit if a doctors certificate is provided. You must complete the credit for classes missed form. Credits will not be provided for holidays.
- 7. Enrolment suspension and cancellations**
 - 7.1. A credit may be provided in circumstances where You/the Student/s are unable to attend the Swim Program for medical reasons.
 - 7.2. Your/the Student/s enrolment is ongoing until cancelled by You or Council. A seven (7) day cooling off period applies from the date You sign this agreement.
 - 7.3. All cancellation requests must be in writing and provided to Council at least seven (7) days prior to Your next scheduled direct debit payment. All outstanding Enrolment Fees must be paid before Your cancellation request will be processed. You/the Student/s will be permitted to attend the Swim Program up until the end of the payment period in which You have cancelled the enrolment.
 - 7.4. You may cancel Your/the Student/s enrolment in the Swim Program with immediate effect at any time by providing Council with written notice if:
 - a) Council makes changes to these Terms and Conditions which adversely affect You, including the introduction of higher Enrolment Fees and You do not wish to continue with Your/the Student/s enrolment in the Program; or
 - b) Council has breached its obligations to You under these Terms and Conditions; or
 - c) You/the Student/s become subject to a serious illness or medical injury which prevents ongoing participation in the Swim Program and a medical certificate is provided; or
 - d) You otherwise become entitled to do so under consumer legislation.
 - 7.5. If You cancel Your/the Student/s enrolment in the Swim Program in accordance with Clause 7.4 You must pay all outstanding Enrolment Fees due as at the time of cancellation.
 - 7.6. Council reserves the right to reject an enrolment application.
 - 7.7. Council reserves the right to cancel Your/the Student/s enrolment in the Swim Program at its sole discretion at any time, including for failing to adhere to these Terms and Conditions and/or Council's General Terms and Conditions of Entry available here: [Terms and Conditions | Leisure Centres](#)
- 8. Refunds and transfers**
 - 8.1. All Program Enrolment Fees are non-refundable unless the entirety of the Swim Program is cancelled by Council prior to commencement.
 - 8.2. No refund will be provided if you have been refused entry or directed to leave the Centre as a result of you breaching these Terms and Conditions.
 - 8.3. Enrolments are personal to You/the Student/s and cannot be transferred to assigned to another person.
- 9. Risk warning, release and indemnity**
 - 9.1. Risk warning:
 - a) Whilst at the Centre, you may participate in recreational activities that involve obvious or inherent risk, which may result in injuries including but not limited to broken bones, soft tissue injuries and joint injuries, or even death.
 - 9.2. Indemnity:
 - a) In consideration for entry into the Centre and enrolment and participation in the Swim Program, You release Council and its staff, agents and subcontractors in relation to any and all claims, demands, proceedings,

liabilities, costs, charges, expenses and any loss, personal injury, death or damage arising from, or in any way connected with your entry into the Centre, use of the Centre facilities, and/or participation in the Centre classes or programs.

- b) In consideration for entry into the Centre and enrolment and participation in the Swim Program, You indemnify Council and its staff, agents and subcontractors against any and all claims, demands, proceedings, liabilities, costs, charges, expenses and any loss, personal injury, death or damage arising from, or in any way connected with your entry into the Centre, use of the Centre facilities, and/or participation in the Centre classes or programs.
- c) Your liability to release and indemnify Council will be reduced proportionally to the extent that any unlawful, wilful or negligent act or omission of Council directly contributed to the injury, damage or loss suffered by You.
- d) The release and indemnity will survive any termination or completion of this Agreement.
- e) To ensure safety, correct technique, and effective learning, instructors may need to use appropriate physical correction or contact during swim lessons. By enrolling in this program, parents/ guardians acknowledge and consent to the use of such physical correction when necessary for instructional purposes.

10. Privacy and communication

10.1. You acknowledge and agree, that:

- a) [Council's Privacy Management Plan](#) contains important information about how Council will handle any personal information which it collects and other information required to be disclosed by Council to individuals whose personal information it collects under the Privacy Act 1988 (Cth);
- b) You should read Council's Privacy Management Plan before providing any personal information to Council; and
- c) by providing personal information to Council, You agree to Council's Privacy Management Plan.

10.2. You grant permission for Council to communicate with You via email and SMS regarding news, updates and promotions.

11. Severability

11.1. If any part of this Agreement becomes illegal, void or unenforceable, this does not invalidate the rest of the Agreement.

12. Governing Laws

12.1. The laws applicable in New South Wales govern this Agreement.

12.2. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.