

Swim Lessons and Adult Fitness

The Terms and Conditions of the Swim School are:

DEFINITIONS – in these Terms & Conditions: You and Your means you and every person listed in this Membership Application; Application means this Membership Application; Terms & Conditions means these terms and conditions, and displayed at the Swim School and on the Swim School's website; Rules means any rule, declaration or direction that the Swim School may lawfully make or give which may be posted by notice in or around the Swim School's premises or web site, published in Swim School notices or newsletters, or given verbally; Fees means amounts payable by the customer inclusive of Goods and Services Taxes; Swim School, Our or Us means Aqua Sports Pty Ltd 078 971 945 trading as Terrey Hills Swim School and its directors, agents, employees and contractors.

AGREED TERMS & CONDITIONS – By completing this Membership Application You expressly agree to comply with the Terms & Conditions. Each and every time you enter the Swim School's premises you reaffirm your acceptance of the Terms & Conditions and all of the obligations, limitations and indemnities contained in them.

FAMILY ACCOUNTS - All members of your family listed in your Membership Application Form belong to your Family Account at the Swim School. Your Family Account accumulates debts incurred from Course Fees, Membership Fees and Pass Plan Fees as well as all credits incurred from payments made against these fees for all members on your Family Account. Your Family Account has an Account Balance that reflects the current net funds you have in credit or debit at any time at the Swim School. All Family Accounts must have at least one adult nominated as the duly and legally authorised adult permitting all members within that Family Account to engage with the Swim School on the published terms and conditions. The nominated adult acknowledges that they are entering into contractual arrangements on behalf of all members listed on the Family Account and accepts all responsibilities legally or otherwise for or incurred by members listed on the Family Account. Only members listed on the family account may access any credits or benefits offered by the Swim School.

COURSES - A Course consists of participation in one of the following:

Annual Membership - for customers who wish to Register into Group Courses at the swim school and who wish to remain registered until they advise THSS that they wish to withdraw from these Courses;

Casual Membership – for customers who wish to Register into Group Courses at the swim school for a single term and who wish their Registration and Membership to expire at the end of the term;

School Holiday Registration –for customers who wish to register into Group School Holiday Course at the swim school for a specific school holiday;



Casual Pass Plan – for Adult customers who wish to attend adult Course sessions but who do not wish to Register into a specific Course but instead wish the flexibility to attend any adult Course class on a Casual basis;

Private Lesson Registration - for customers who wish to register into a Course of Private lessons that have been specifically tailored to their time requirements;

Creche – for customers who are attending the Swim School for one of the above courses and wishes their child (between 3 months and 6 years of age) to be minded by a carer provided by the school in either an Annual or Casual membership format.

Some Swim School programs are divided into either Senior or Junior levels. A Junior is defined as any person who at the time of commencing Term One of any year is 15 years of age or younger. A Junior who turns 16 years of age at any time during their annual membership in the same year they commenced as a 15 year old will remain a Junior member until their next Annual membership.

A Junior member may, based on a skill assessment, be elevated to a Senior level at any time deemed appropriate by the Swim School. Such members will be eligible for course payments in accordance with the Adult levels available from the 1st full Term after their elevation. Any fees paid prior to this elevation at the previous Junior rate may be credited to the Family Account.

A Senior is any person who at the time of commencing a Term is 16 years of age or older or who has been assessed by the Swim School as having the skill to participate at an adult level. The determination as to whether a person on the basis of skill is at a senior or junior level is solely at the discretion of the Swim School.

By registering for a Course you agree to comply with and be bound by these Terms & Conditions and as they change from time to time. Registration for a Course provides you with access to and an entitlement to use the Swim School's premises and facilities for the purpose of the relevant Course. We reserve the right to restrict access to the Swim School's premises or any of the Swim School's facilities at any time for reason of safety or during a period of refurbishment, maintenance or repair. Annual members, by registering into a course and providing payment details, you authorise Terrey Hills Swim School to store the details of your nominated payment method in a secure location and take payment from the nominated payment method in accordance the Terms and Conditions. Members other than Annual Members will have to provide their nominated method of payment immediately prior to commencing their registered program on every occasion.

PARTICIPATION IN COURSES - To participate in a Course you must be a financial member of the Swim School and be registered into a Course at the Swim School or hold a Program Pass Plan with Valid Entries for the Course.

SWIMMING ASSESSMENTS - Reception will advise you if an assessment is required before you can register into a Course. If an assessment is required you must complete a Registration Form, book an assessment time with Reception and pay the [assessment fee](#).



MEMBERSHIP TYPES – a customer may chose their level of Annual or Casual membership based on the frequency with which they will attend the Swim School.

BRONZE MEMBERSHIP: entitles the customer to swim one session on the same day and at the same time each week during published dates of the term;

SILVER MEMBERSHIP: entitles the customer to swim two sessions on the same or two separate days and at the same or two separate times each week during published dates of the term;

GOLD MEMBERSHIP: entitles the customer to swim three sessions on the same day or separate days and at the same times or three separate times each week during published dates of the term;

Gold, Silver and Bronze memberships can be purchased for customers classified as either junior or adult. Gold, Silver and Bronze memberships do not apply for School Holiday programs, Casual Pass Plans, or Private Lesson Registrations.

Annual members wishing to swim more than three times per week may negotiate a Term fee with the Swim School.

COURSE PAYMENTS - The Course Fee is payable in advance for each Course into which you register. The payment schedule for each course is as follows:

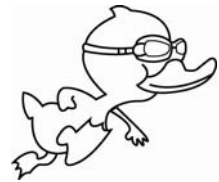
Annual Membership – The Annual Membership fee for a customer who is a member for the whole calendar year is payable in 4 equal “Term” payments. Annual members may only make payment via an approved direct debit from a personal bank account or debit/credit card facility. Each of the 4 payments is due in the month immediately in advance of the Term for which it is relevant and on the 15th day of that month preceding the Term commencement date. For direct debit and automated credit card deductions, payments may be collected up to fourteen days after the 15th day of the month preceding the Term commencement date.

Annual Membership renewals – priority for registration will be given to Annual members who wish to renew their Annual membership on the basis of:

- The number of terms swum in the previous year (4 being the most, 1 the least); and
- The date of payment of the 1st term fee; and
- The number of members on the family account renewing.

A full calendar of the Swim School’s Annual Membership availability can be found by clicking [here](#).

First payment for 2011 Annual memberships shall therefore be the **15th of December, 2010**. An Annual Member may elect to pay the entire annual membership fee at reception at the time of membership purchase. Any payments for an entire year made at reception may be made by debit/credit card, cheque or cash and will receive a discount on their purchase to an amount published at that time.



ANNUAL MEMBERSHIPS COMMENCING OUTSIDE OF A TERM - If the customer purchases an Annual Membership after the due date of the payment for Term 1 but prior to Term 1 Start Date, then the first payment is due at the time of joining. The Annual Membership fee for a customer who purchases a membership after the calendar year has started, is equal to the Term payment for the Term in which they join pro-rated for the number of Term days that remain in the Term at the date of joining plus the Term payments for the remaining whole terms in the calendar year.

CASUAL MEMBERSHIP – a Casual Membership fee is available to a customer who wishes to register into Group Courses at the swim school for a single term and who wishes to have their Registration and Membership expire at the end of that term. Casual members may make payment via an approved debit/credit card facility, or via cheque or cash prior to the term commencing. A casual member may only pay at reception as there is no online or telephone facility for payments. A casual member is required to make the Term payments on or before each of the 4 published term dates. Early payment allows early registration and gives those members that priority.

A full calendar of the Swim School's Casual availability can be found by clicking [here](#).

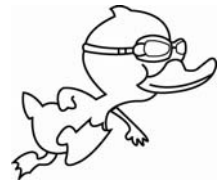
CASUAL MEMBERSHIPS COMMENCING OUTSIDE OF A TERM - If the customer purchases a Casual Membership after the Term has started, the payment shall be equal to the Term payment for the Term in which they join pro-rated for the number of Term days that remain in the Term.

SCHOOL HOLIDAY REGISTRATION – this program is available to customers who wish to register into a Group School Holiday Course at the swim school for a specific school holiday. School Holiday registrants may make their payment via an approved direct debit from a personal bank account or debit/credit card facility, or via cheque or cash prior to the published School Holiday period commencing. There is no pro-rata facility;

CASUAL PASS PLAN – is for Adult customers who wish to attend adult Course sessions but who do not wish to Register into a specific Course but instead wish the flexibility to attend any adult Course class on a Casual basis. Casual Pass Plan customers may make their payment via an approved direct debit from a personal bank account or debit/credit card facility, or via cheque or cash prior to be issued their Pass Plan Card. There is no pro-rata facility;

ASSESSMENTS – operate in the format of a Single Casual Pass Plan and apply to all new members over the age of three years so that the Swim School may assess your swimming ability and recommend the most appropriate form of development for you. Customers may make their payment via an approved direct debit from a personal bank account or debit/credit card facility or via cheque or cash prior to their assessment. After their assessment, the customer may then choose from the available memberships.

PRIVATE LESSON REGISTRATION – is for customers who wish to register into a Course of Private lessons that have been specifically tailored to their time requirements. Private Lesson customers may make their payment via an approved direct debit from a personal bank



account or debit/credit card facility or via cheque or cash prior to their private lessons commencing. There is no pro-rata facility.

COURSE FEES - The Course fees will be published at Reception and on the Swim School Web Site from time to time. Click [here](#) to view course fees.

INCREASE ANNUAL MEMBERSHIP LEVEL - an Annual Member may at any time request to be registered into a new Course by submission of a completed [Waitlist and Booking Request Form](#). On receipt of the completed form THSS will, subject to availability, register the customer into the new Course. If such registration changes the appropriate membership Level then the current Annual Membership is cancelled and all Term payments not due as at the date of membership cancellation will be cancelled and any unused amounts paid by the customer for the current Term will be credited to the Family Account. The customer will then be joined as an Annual Member at the new Level for the remainder of the calendar year. [Fees](#) will be applied as for a new Annual Membership commencing on that date and any balance due immediately will be taken by THSS from the nominated debit/credit card or account.

REDUCED ANNUAL MEMBERSHIP LEVEL - an Annual Member may at any time withdraw from a Course into which they are registered by submission of a completed [Withdrawal Form](#). On receipt of the completed form THSS will withdraw the member from the requested Course. If such withdrawal changes the membership level then the current Annual Membership is cancelled and all Term payments not due as at the date of withdrawal will be cancelled, a Membership Change Fee in the amount advertised will be applied and any unused amounts paid by the customer for the current Term will be credited to the Family Account (see [CHANGE AND/OR WITHDRAWAL FEES](#)). A new Annual Membership at the correct Level and commencing on the day will be established and fees will be applied as for a new Annual Membership and any balance due immediately will be taken by THSS from the nominated credit card or account.

CANCELLATION OF ANNUAL MEMBERSHIP - if, after the withdrawal from a Course the customer is no longer registered into any Course, then the Annual Membership is cancelled and all Term payments not due as at the date of withdrawal will be cancelled. Any amounts paid by the customer for the current Term will be forfeited. Any debit amount that results to the Family Account will be taken immediately by THSS from the account or credit card nominated by the customer.

CHANGE AND/OR WITHDRAWAL FEES – change or withdrawal fees apply when:

- (a) A member fails to lodge their withdrawal form with the Swim School prior to the 15th day of the month immediately preceding the month in which the next Term commences;
- (b) Other than in (a), a member wishes to cancel their membership altogether at any time during their membership period and withdraw from their registered course;



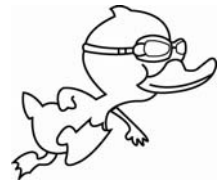
- (c) Other than in (a), a member wishes to change their allocated registered course day and or time from a current registered arrangement to a proposed registered arrangement all within the same level of membership;
- (d) Other than in (a), a member wishes to reduce their allocated registered course day and or time from a current registered arrangement to a proposed registered arrangement that requires a change from one level of membership to a lesser level of membership;

Any member wishing to withdraw from or cancel their Annual Membership may do so by providing the Swim School with the completed [Withdrawal Form](#). Other than in (a), a member shall be liable for the Cancellation &/or Withdrawal fee advertised. Annual members will have their account credited with any unused portion of their paid membership less any change or withdrawal fees. A member who does not provide the appropriate Withdrawal Form will not be entitled to any credit on their account. Members other than Annual Members are not entitled to any account credits.

Click [here](#) to view current Fee Charges.

ANNUAL MEMBERSHIP DEEMED RENEWAL - Annual Membership is subject to a deemed membership renewal provision. In November of each calendar year THSS will notify the customer by email to the Main Contact on the customers Family Account. This notification will include the following advices: imminent membership expiry, membership fees applicable if membership is renewed, relevant advertised matters such as current calendar of Course days, relevant advertised fees such as but not limited to Membership Change Fee, Membership Cancellation Fee and Membership Joining Fee, changes to membership T&C's, the date by which the customer must advise THSS on a completed Membership Change Form that they do not wish their membership to be renewed and the date of the end of the cooling off period. The material will also contain the THSS web site address which will allow the members who access it to research any further information, terms and conditions.

The customer will have fourteen days from the date of this notification to submit a completed [Membership Application Form](#) or a [Withdrawal Form](#) if they do not wish their membership to be renewed. At expiry of this fourteen day period the membership will be renewed and that the first Term payment for the renewed annual membership will be due and will be taken by THSS on the due date published. The customer has a fourteen day "Cooling Off" period commencing from the date of the fee payment during which time they may cancel their membership without penalty and any fees paid will be returned. On expiry of the "Cooling Off" period the member will be both emailed and hard copy posted notification that their annual membership has been renewed and that their Class days and times are unchanged. A "cooling off" period will be deemed to have been waived by the member if the Member uses the Swim School to participate in their chosen level of membership during the "cooling off" period.



CASUAL MEMBERSHIP

PURCHASE OF MEMBERSHIP - a customer may purchase a Casual Membership of appropriate Type (Junior & Adult) that is valid for the Term to which it is relevant. The Type refers to the class type in which the member is entitled by THSS to reserve a place. The Type of memberships are those advertised as being offered by THSS and may change from time to time.

RESERVED PLACE IN CLASSES - When a customer purchases a Casual Membership they are registered into a Course in the scheduling system maintained by THSS. Registration into a Course has no fee implication but reserves the member a place in all classes within the Course for the period of membership. The classes for a Course occur at the same time and on the same day of the week for the days that the Course operates. The days that Courses operate are those published in the THSS Annual Calendar and may change from time to time.

TRANSFERRING COURSES - Subject to availability an annual member may transfer at any time from a Course to another Course in which they are entitled by THSS to participate. Transfer from one Course to another does not change in any way the customers Casual Membership. Change and/or Withdrawal fees are applicable in such circumstances (see [CHANGE AND/OR WITHDRAWAL FEES](#) clause).

MEMBERSHIP FEES - The Casual Membership fee for future Terms is the advertised Casual Membership fee for the membership Type and Level and is payable in full prior to the Term's commencement. The Casual Membership fee for the current Term is the advertised Casual Membership fee for the membership Type prorated for the number of Term days that remain in the Term at the membership date. Payments are made at reception at the time of completion of the membership agreement by credit card, debit Card, cheque or cash.

Click [here](#) to view course fees.

MULTIPLE MEMBERSHIPS - A Casual Member may at any time request to be registered into additional courses by submission of a completed [Request Form](#). On receipt of the completed form THSS will, subject to availability, register the customer into the new Course. Each such registration requires the member to enter into and make payment for another Casual Membership.

REDUCE MEMBERSHIP LEVELS - A Casual Member may at any time withdraw from a Course into which they are registered by submission of a completed [Withdrawal Request Form](#). On receipt of the completed form THSS will withdraw the member from the requested Course and cancel the Casual Membership. Cancellation of Casual Membership does not entitle the customer to any credit or refund of any fees paid for the membership. Change and/or Withdrawal fees are applicable in such circumstances (see [CHANGE AND/OR WITHDRAWAL FEES](#) clause).



PUBLIC HOLIDAYS – in instances where the time and date of your scheduled class is affected by a public holiday closure of the Swim School, you may contact the Swim School to organise a mutually convenient date and time to “make-up” the missed opportunity. There are no provisions for “make-up” classes in any other instance. In the event that a mutually beneficial time cannot be arranged, the Swim School will credit your account so that it may be taken at a later date.

To view public holidays in 2010, click [here](#) for the Swim School Calendar.

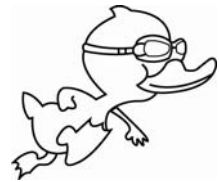
CHANGING COURSE TYPES or DAY & TIME - At any time you may request a change of Course day &/or time and subject to availability we will withdraw you from your existing Course and register you into a Course at your preferred day &/or time. Your new registration has the same provisions for payment as with registration into a new Course. At the date of withdrawal from your current course and registration into your new course occurs, a Membership Change Fee in the amount advertised will be applied and any unused amounts paid by the customer for the current Term will be credited to the Family Account (see [CHANGE AND/OR WITHDRAWAL FEES](#)). The Swim School may wish to change your Course type or your day &/or time in your existing Course type, and reserves its right to do so. If the Swim School initiates this change we will endeavour to offer you an alternative Course at on a day and at a time suitable to you, subject to availability. If we cannot offer you an alternative Course that suits your needs we will credit your Family Account the value of any unused Course Fees for sessions you have paid for but have not used. No fees are applicable if the Swim School is the initiator of any changes to your Course type or your day &/or time in your existing Course type.

WITHDRAWAL FROM A COURSE - Requests for withdrawal from a Course must be made on the Withdrawal Form and forwarded to Reception. We will withdraw you from the Course anytime from after we receive your written request up to 30 days after we receive your written notice of request for withdrawal and we will charge your family account the [withdrawal fee](#) detailed in the current Swimming Fees schedule published.

COURSE FEE REFUND - If you have paid a Course Fee in advance and the Swim School is unable to register you into a Course that meets your written requirement, or you advise us within the “Cooling Off” period that you will not be participating in your nominated course and have at that date not participated in your nominated course, the Swim School will refund to you the amount of the advertised Course Fee. Other than in the above circumstances the Swim School will not refund monies.

COURSE FEE CREDITS - Any credit that is awarded to the family account at any time may be utilised to purchase memberships at THSS for any member of the Family Account. Course Fee Credits cannot be converted into refunds at any stage.

COURSE MAKEUP LESSONS – Other than for previously described Public Holiday situations, no Makeup Lessons are provided for scheduled classes in your Course that you miss for any reason.



PASS PLANS – a Pass Plan entitles you to entry into a number of classes in specified Courses if it is a Program Pass Plan, or to a number of entries to specified facilities at the Swim School if it is a Facility Pass Plan. Click [here](#) to view course fees.

PROGRAM PASS PLAN - a Program Pass Plan entitles you to casual entry in Swim School classes, subject to a space being available in a class after entry in to the class by all people registered for a Course that includes that class. Enrolment in a class provides you with access to and an entitlement to use the Swim School's premises and facilities for the purpose of the relevant class. Click [here](#) to view course fees.

FACILITY PASS PLAN – a Facility Pass Plan entitles you to casual entry into the Swim School's premises to use the Swim School's facilities for the purpose of your own fitness program. As a Facility Pass Plan holder you agree and acknowledge that the Swim School does not supervise your use of the Swim School's facilities, that you are responsible for familiarising yourself with the Swim School's facilities that you use, and that you must ask for assistance from a member of the Swim School staff if you are unfamiliar with any of the Swim School's facilities that you intend to use. As a Facility Pass Plan holder you expressly agree and acknowledge that you use the Swim School's facilities at your own risk and you indemnify the Swim School against any liabilities of any nature that arise from your use of the Swim School's facilities. Click [here](#) to view course fees.

PASS PLAN ACCESS TO PREMISES AND FACILITIES - We reserve the right to restrict access to the Swim School's premises or any of the Swim School's facilities at any time for reason of safety or during a period of refurbishment, maintenance or repair.

PASS PLAN VALID ENTRY – all Pass Plans have a specific number of Valid Entries which is the number of times the Pass Plan holder may use the Pass Plan in relation to the program stated on the Pass Plan.

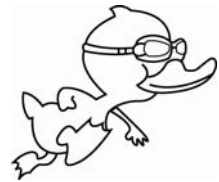
PASS PLAN VALIDITY PERIOD – all Pass Plans are issued for a specific period. The Pass Plan holder must use all of the Valid Entries during the Validity Period. Unused Valid Entries remaining after the expiry of the Validity Period cannot be used and do not entitle the Pass Plan holder to a refund of any fees paid.

PASS PLAN TRANSFER, CANCELLATION & RETURN - Pass Plans are not transferable between individuals. You cannot cancel or return a Pass Plan. If your membership of the Swim School is cancelled for whatever reason all Pass Plans you hold are also cancelled, and you are not entitled to any refund of fees.

PASS PLAN EXCHANGE - You may exchange your current Pass Plan for another current Pass Plan of equal or greater value. Any difference in the value of the new Pass Plan over the value of the traded Pass Plan must be paid at the time of the exchange.

PASS PLAN FEES - the Pass Plan Fee is payable at the time of purchase of the Pass Plan. The Pass Plan Fees are detailed in the current Swimming Fees brochure available at reception.

CRECHE PROGRAM – ANNUAL MEMBERSHIP: The Client who chooses the Annual Membership for the Creche shall receive:



Priority booking and a guaranteed placement in the crèche at the time of the supervising member's own class (or time agreed with the Swim School);

- A reduced fee as opposed to the casual member;
- Credits to the family account for any withdrawals from the course;
- Automatic deductions from the family's nominated payment plan;
- Credits for make-up days when the Swim School is closed.

Cancellation of Creche Annual Membership – Any member wishing to withdraw from or cancel their Annual Membership of the Creche may do so by providing the Swim School with the completed [Withdrawal Form](#). If the Withdrawal Request form is received before the 15th day of the month immediately preceding the month in which the new Term begins, then no withdrawal fee shall apply. In all other circumstances, the member shall be liable for the Cancellation &/or Withdrawal fee advertised. Annual members will have their account credited with any unused portion of their paid membership less any change or withdrawal fees. A member who does not provide the appropriate Withdrawal Request Form will not be entitled to any credit on their account.

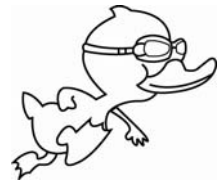
Cancellation of Creche Casual Membership – Members other than Annual Members are not entitled to any account credits.

OTHER CRECHE RULES – The use of the Creche should be considered by members to be another course provided by the Swim School. As such, all rules applying to Annual and Casual membership, increasing, decreasing attendances, withdrawals, fees, credits and the like apply equally to the Creche program and should be read in accordance with those rules and all other terms and conditions described herewith.

SAFETY - Every member of Swim School and all other people that accompany members of the Swim School accept that all activities they participate in while at the Swim School are recreational activities. While at the Swim School you are totally responsible and liable for your own safety, and the safety of all other people present at the Swim School.

PROTECTION OF CHILDREN - While at the Swim School adults are totally responsible for the safety of all children who are in their care, and accompany them to the Swim School's premises. A responsible adult must accompany children under 16 years of age of the same gender as the child into change rooms. You are responsible for warning your children of the need to be aware of their safety.

RISK WARNING - It is your responsibility to ensure that you correctly operate or use any facilities and/or equipment provided by the Swim School, including the adjustment of levels or settings on equipment. If you are in any doubt as to how to correctly operate any equipment you should consult a member of staff before you use it.



MEDICAL EMERGENCY – By completing this Membership Application you consent for the Swim School, at their absolute discretion, to call an ambulance to convey you to the nearest medical centre at your expense.

YOUR PHYSICAL CONDITION - You warrant and represent on the date of this Application, and repeat such warranty and representation each time You use our facilities, that You are in good physical condition and that You know of no medical or other reason why You are not capable of engaging in active or passive exercise and that such exercise would not be detrimental to Your health, safety, comfort or physical condition. You have expressly agreed and acknowledge that Swim School staff are not medically trained and are therefore not qualified to assess whether you are in good physical condition and/or that You can engage in active or passive exercise without detriment to Your health, safety, comfort or physical condition. You must obtain expert advice, including medical advice, prior to commencing any exercise program. You must not use any Swim School facilities while suffering from any infections or contagious illness, disease or other ailment or while suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to other users of our facilities.

DAMAGES/PERSONAL INJURY - While you are on our premises you may suffer injuries including broken bones, soft tissue injuries and joint injuries. These injuries may occur as a result of slipping on wet flooring, weights striking you, or collisions with equipment or other members.

RULES – in consideration of the granting of membership to your joining the Swim School you agree that you and all people/children for whom you are responsible and who have accompanied you to the Swim School's premises, will at all times comply with the Rules, Terms and Conditions of the Swim School.

LIMITATION OF LIABILITY - In consideration of the grant of membership of the Swim School to you entitling you to engage in fitness activities at the Swim School's premises, you hereby release and forever discharge Us from all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising that you may have had but for this release arising from or in connection with your involvement in fitness activities at, or being on, the Swim School's premises. You jointly and severally indemnify the Swim School to the extent permitted by law in respect to such actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising, whether as a result of or in connection with your involvement in fitness activities at, or being on, the Swim School's premises, or otherwise, and whether caused or contributed to, directly or indirectly, by any act of negligence to the fullest extent permitted by law, breach of duty, default and/or omission on the part of the Swim School or otherwise.

RELEASE AND INDEMNITY - In consideration of the Swim School registering you into a course or program at the Swim School, and for you remaining registered in a course or program, you agree that the Swim School is not, and will not be liable for any loss, damage or theft of any property belonging to, or brought into Swim School's premises by you or anyone in your charge, occurring on the Swim School's premises except where caused by the willful default of the Swim School. Also that Swim School shall not be liable for any death,



personal injury or illness occurring upon any Swim School premises or as a result of the use of facilities and / or equipment provided by the Swim School, except to the extent that such death, personal injury or illness arises from the gross negligence of the Swim School.

CANCELLATION OF MEMBERSHIP – You expressly agree and acknowledge that the Swim School may cancel your membership and/or your family account at any time, for any reason, including but not limited to, your unsafe or unacceptable behaviour, or your failure to pay to the Swim School any amounts due, or failure to comply with the Terms & Conditions or Rules, and that the Swim School will not be obliged to provide any reason for the cancellation of your membership, and that you will not be entitled to any refund of any fees you have paid prior to the date of the cancellation of your membership nor any associated credits.

PRIVACY STATEMENT AND ACKNOWLEDGMENT - In the course of establishing your Swim School membership and during the term of the membership the Swim School will obtain access to certain sections of your personal information (such as information concerning your health and your financial position). The Swim School will only use, disclose or deal with such information in accordance with our [Privacy Policy](#) which is available at the Swim School's reception.

PUBLICATION – these terms and conditions were last updated on the 19th of November 2009 and remain in force until such time as a suitably authorised replacement is dated and published. Terrey Hills Swim School reserves the right to make changes, alterations and amendments to these Terms and Conditions at any time.