

NOTES

- This is a legally binding Agreement between the Centre and the Responsible Person.
- This Agreement must be completed and a signed copy given to the Centre before the Participant may participate in the Program.
- Where the Participant is a minor, this Agreement must be signed by the Responsible Person as the Participant's legal guardian.
- Where the Participant is a legal adult with legal capacity they are also the Responsible Person.

PART A – CONTACT & PARTICIPANT DETAILS

RESPONSIBLE PERSON:		Address:	
Email Address:		Mobile Number:	
PARTICIPANT:		Date of Birth:	/...../.....
Status:	☐ St Andrew's Student	☐ St Andrew's Staff	☐ General Community
ALTERNATE EMERGENCY CONTACT(S):		Mobile Number:	
		Mobile Number:	
MEDICAL CONDITIONS: (Please provide any additional information to the Centre as required)			

PART B – PROGRAM

START DATE:	LEARN TO SWIM:			
	☐ Bubbles (Free)	☐ H ₂ O 3	☐ Turtles	☐ Seals
...../...../.....	☐ H ₂ O 1	☐ Starfish	☐ Seahorse	☐ Dolphins
	☐ H ₂ O 2	☐ Jellyfish	☐ Goldfish	☐ Transition

PART C – SIGNATURES

The Responsible Person agrees to be bound by this Agreement comprising of Parts A, B, D & E and the Fee Schedule.

RESPONSIBLE PERSON:	X	Date:	/...../.....
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PART D – PAYMENT AUTHORITY

ACCOUNT HOLDER					
OPTION 1: CREDIT CARD	Card Type:	☐ Visa	☐ MasterCard		Expiry Date:/.....
	Card Number:			CCV:	
OPTION 2: DIRECT DEBIT	Account No.			BSB:	

I, the Account Holder, authorise the Centre to charge the Account nominated in this Part C in accordance the Terms and Conditions contained in Part E of this Agreement. I acknowledge and agree that this authority will remain in force after this Agreement ends until all Fees and other amounts payable to the Centre under this Agreement have been paid. I will promptly notify the Centre of the cancellation or expiry of the Account. I acknowledge and agree that the Centre may apply a reasonable surcharge or administration fee to recover transaction fees and charges.

PART E – TERMS AND CONDCTIONS

- 1. ACCEPTANCE OF ENROLMENT**
The Centre agrees to accept enrolment of the Participant in the chosen Program, strictly on the terms set out in this Agreement.
- 2. DEFINITIONS AND TERMS**
 "Access Card" means a card issued to Participants to allow access to the Venue in accordance with the chosen Program.
 "Account" means the bank account or credit card specified in Part C.
 "Account Holder" means the party identified as such in Part C.
 "Bubbles/H2O" means learn to swim Program for Participants aged between 6 months and 36 months who are assisted by the Responsible Person for the duration of the Program. "Agreement" means this Enrolment Contract between the Centre and the Responsible Person for enrolment of the Participant.
 "Circumstances relevant to the Participant's enrolment" includes but is not limited to physical or intellectual disabilities; circumstances which may affect the Participant's ability to achieve reasonable education standards or meet the Centre's standards of discipline; medical, psychological, health or dietary requirements; changes to family circumstances, and any previous history of violence or involvement with illegal substances.
 "Centre" means the Corporation of the Synod of the Diocese of Brisbane Trading as St Andrew's Anglican College. ABN 43 802 617
 "Due Date" means every second (2nd) Thursday when Fees will be direct debited from the Responsible Person's nominated bank account or credit card. If the payment day is a public holiday, the Centre will debit the Account on the next business day.
 "Fees" means all fees, levies, charges, special fees payable by the Responsible Person.
 "Fee Schedule" means the schedule of fees payable by the Responsible Person in accordance with this Agreement.
 "General Community" means Participants who are not part of the St Andrew's Community.
 "LTS" means Learn to Swim Program.
 "Minimum Enrolment Period" means a period of two (2) weeks from the Commencement Date.
 "Payment Period" means the 2 week period between Due Dates.
 "Program" means the program selected by the Responsible Person for enrolment of the Participant.
 "Participant" means the person named as such in Part A. Where the Participant is a legal adult with legal capacity they are also the Responsible Person.
 "Pre-School" means a learn to swim Program intended for Participants aged between 6 months to 4 years of age.
 "Responsible Person" means that person named as such in Part A.
 "School Age" means a learn to swim program intended for Participants between 4 and 18 years of age.
 "St Andrew's Community" means Participants who are current students of St Andrew's Anglican College, past students of the College, College staff or parents and siblings of current students of the College.
 "Venue" means the St Andrew's Aquatic Centre located 40 Peregrin Springs Dr, Peregrin Springs QLD 4573.
- 3. MINIMUM ENROLMENT PERIOD/ENROLMENT**
The Responsible Person acknowledge and accepts that:
 - (a) enrolment in the Program is for a minimum period of two (2) weeks from the Commencement Date and may only be cancelled or suspended within the Minimum Enrolment Period in accordance with clause 13 of this agreement;
 - (b) following the completion of the Minimum Enrolment Period, enrolment in the Program will continue on a fortnight to fortnight basis with Fees payable in accordance with clause 4 of this agreement; and
 - (c) The Participant's enrolment may not be transferred to another person.
- 4. FEES & PAYMENTS**
 - 4.1 Fees**
The Responsible Person acknowledge and accepts that:
 - (a) Fees will be set by the Centre periodically in the Fee Schedule and all Fees are specified inclusive of GST where applicable;
 - (b) each enrolling party to the Agreement is jointly and severally liable under the terms of this Agreement;
 - (c) the Centre may vary the Fees payable in the Fee Schedule at any time;
 - (d) the Centre must provide at least one (1) months' notice to the Responsible Person of any changes to the Fees within the Fee Schedule; and
 - (e) where Fees have been changed or varied during the Program, the Responsible Person will not be charged the varied amount until one (1) month after being provided notice by the Centre.
 - 4.2 Payments**
The Responsible Person acknowledges and accepts that:
 - (a) it must provide (or procure the Account Holder to provide) the Payment Authority and details as specified in Part C of this Agreement;
 - (b) it must provide (or procure an Account Holder to provide) a further Payment Authority to the Centre where the provided Account is closed, cancelled or expires at least two weeks prior to the current Payment Period;
 - (c) Fees will be debited from the Account on the Due Date prior to the Commencement Date of the Program;
 - (d) the Account must allow direct debits and there must be sufficient funds to allow for payment of the Fees to be processed successfully;
 - (e) written notice must be provided to the Centre of any changes to the Account no less than fourteen (7) days before the next Due Date;
 - (f) a fee of up to \$5.00 may be retained by the Centre for any failed direct debit attempt to cover the bank and administration costs incurred by the Centre as a result of each failed direct debit payment;
 - (g) should any Fees not be paid by the Due Date, the Centre may, in its sole discretion, suspend or terminate the Participant's enrolment in the Program with any Fees owing to be refunded to the Responsible Person's Account on a pro rata basis or on terms upon agreement between the parties; and
 - (h) where the Responsible Person cancels or suspends the Participant's enrolment in accordance with clause 13 of this agreement to avoid making payment of the following fortnight of the Program it must provide the Centre with no less than seven (7) days' notice before the next Due Date.
 - (i) The Centre at its absolute discretion may agree to allow enrolment on the basis of 4 weeks in advance payment via an alternative method.
- 5. PHYSICAL CONDITION**

The Responsible Person acknowledges and accepts that:

- (a) the Responsible Person is solely responsible for the Participant's decision to participate in the Program;
- (b) the Participant is physically, medically and mentally capable to enrol in the Centre's Programs unless the Centre has otherwise been notified;
- (c) the Participant has received medical advice from a qualified medical practitioner confirming the Participant may enrol in the Program;
- (d) the Participant must not participate in the Program while the Participant is suffering from any infection or contagious illness, disease or other physical ailment where there is any risk of contamination to the Participant or other users of the Venue;
- (e) it must provide the Centre with all information of a medical, physical, psychological or social nature, including changes of living circumstances, change of contact details, which may be relevant to the Participant's welfare or participation in the Program;
- (f) Centre staff are not medically trained and are not qualified to assess whether the Participant is in a satisfactory physical, medical or mental condition to participate in the Program;
- (g) in the event of any medical or other emergency arising which makes it impossible or impractical to communicate with the Responsible Person, the Responsible Person authorise the Centre to take whatever action is considered necessary or expedient for the Participant's health, safety and protection; and
- (h) neither the Centre, nor its employees or agents shall be liable to the Responsible Person or the Participant except to the extent that such death, personal injury or illness arises from the gross negligence of the Centre or its employees or agents.

6. ACCESS CARD AND ACCESS TO THE VENUE

- (a) College students and staff may access the Venue with their College issued Access Cards.
- (b) Participants who are not members of the St Andrew's Community will be issued with an Access Card, which is the property of the Centre, in accordance with their enrolled Program.
- (c) The loss or destruction of any Access Card will result in the Responsible Person being charged a replacement fee.
- (d) The Participant must not share or lend the Access Card to any other person to gain entry into the Venue and must not allow a person who is not enrolled in a Program to enter the Venue.
- (e) Participants may enter the Venue without an Access Card only in the Centre's absolute discretion.

7. PARTICIPANTS AGED 12 OR YOUNGER

The Responsible Person acknowledges and accepts that where the Participant is twelve (12) years or younger:

- (a) the Participant will be unable to participate in the Program unless accompanied by the Responsible Person;
- (b) the Responsible Person must be present for the duration of the Program unless the Centre has been provided with written notice by the Responsible Person and has accepted the Responsible Person's notice and request to dispense with its requirement to be present at least one (1) day before the scheduled Program date;
- (c) the Responsible Person is responsible for collecting the Participant immediately following the scheduled Program;

8. RESPONSIBLE PERSON'S OBLIGATIONS/WARRANTIES

- (a) The Responsible Person warrants that they are 18 years of age or older.
- (b) Where the Responsible Person is not the Participant, the Responsible Person warrants that they are the Participant's legal guardian and are authorised to enter this Agreement on behalf of the Participant.
- (c) The Responsible Person acknowledges that any circumstances relevant to the Participant's enrolment (see clause 2 for guidance) at the Centre have been fully disclosed to the Centre in writing and it will immediately inform the Centre of any circumstances relevant to the Participant's enrolment change in any way from the Commencement Date to the termination date.
- (d) After reading the College's Privacy Policy, Aquatic Centre Policy and all other related Centre policies, rules and online materials regarding enrolment, the Responsible Person understands the full extent of the College's ethos, values, activities and expectations.
- (e) The Responsible Person acknowledges and accepts that the Participant will correctly operate and use any of the Venue's facilities at the direction of the Centre and where there is any doubt on how to operate the Venue's facilities the participant will consult with the Centre before use.
- (f) The Responsible Person may consume alcohol at the Venue but only at the Centre's discretion and only after being provided with the Centre's express consent.
- (g) The Responsible Person must reimburse the Centre for any damage to Centre Property willfully or negligently caused by the Responsible Person/Participant.
- (h) The Responsible Person will take all reasonable measures to ensure that no unlawful act is done at the Centre and that no prohibited or illegal substances are brought onto, used or consumed at the Venue.
- (i) Where the Participant is 18 years of age or older the Responsible Person warrants the Participant will comply with all Laws, Approvals and the requirements of any relevant Authority and participate in the Program in a safe and satisfactory manner (including any Laws or Approvals that relate to being in the presence of children).

9. CENTRES'S OBLIGATIONS/WARRANTIES

- (a) The Centre will only provide information regarding the Participant to the Responsible Person named above, and who are signatory to this Agreement.
- (b) The Centre will only provide information regarding the Participant to non-enrolling parties (e.g. Responsible Person who are not named, and signatories to this Agreement):
 - (i) in accordance with a Court Order; or
 - (ii) if there is no relevant Court Order, then:
 - (iii) by following generally, the principles established by the Family Law Act 1975 (Cth);
 - (iv) with the written agreement of the enrolling Parent; and
- (v) with the overriding consideration being what is in the best interests of the Participant, which determination will be made by the Centre at its absolute discretion.
- (c) If the Centre requires instruction, authority or direction in relation to an issue concerning the Participant (including consent for medical treatment), the Responsible Person agree that the Centre may act on the instructions of the Responsible Person and in accordance with what the Centre determines, in its absolute discretion, is in the best interests of the Participant.
- (d) The Centre reserves the right to refuse any enrolment, cancel or vary any enrolment where the Centre believes, in its absolute discretion, that it is unable to provide the requisite level of facilities for the enrolment of the Participant in the Program.
- (e) The Centre warrants that at all times a certified lifeguard and/or staff member will be present while Participants and students of the College are within the Venue.
- (f) The Centre reserves the right to add to or vary these Terms & Conditions, including but not limited to the Venue's operating days and hours, the Programs. In each case the Centre will provide the Responsible Person with no less than four (4) weeks notices of the changes to be displayed at the Venue reception or communicated in writing.
- (g) The Centre may at its discretion withdraw use of all or any part of the Venue to the Participant where the Centre considers it necessary to repair, maintain or alter the Venue for safety reasons.

10. MEDIA/PHOTOGRAPHY

The Centre may use any photo/image/video of the participant for educational and promotional purposes. Photos images may be used in the following ways;

- (a) Internally in the program's learning and teaching tools ie video analysis
 - (b) Publicly available on the College, Aquatic Centre and Swimming Club websites. Children will not be identified with full names.
 - (c) In promotional marketing and communication material such as brochures, programs, flyers, media stories, press releases, advertisements.
- If the Responsible Person does not consent to the use of the Participants photo/image/video for any of the above purposes, the Responsible Person must notify the Centre;
- (a) At the time of the enrolment; or
 - (b) at any stage of the enrolment period.

11. PERSONAL PROPERTY/PARKING

The Responsible Person acknowledges and agrees that:

- (a) all personal property brought to the Centre or the Venue by the Participant is at the sole risk of the Responsible Person. The Centre will not accept liability for the loss, damage or theft of personal effects.
- (c) all items left at the Centre will be donated to a local charity if not claimed by the Participant within one (1) month; and
- (d) the use of any Centre carpark is subject to availability.

12. MAKE UP LESSONS

- (a) Unlimited make up lessons are available where a lesson is cancelled prior to the start of the lesson.
- (b) Make up lessons cannot be rebooked or rescheduled. Missed make up lessons are forfeited.
- (c) Make up lessons are redeemable up to ninety (90) days from the cancelled lesson.
- (d) Make up lessons are not transferrable to another person.
- (e) Make up lessons are not redeemable for money or account credits.
- (f) Make up lessons cannot be used during a suspension period.
- (g) Any accrued make up lessons are forfeited upon the termination of the enrolment under clause 13.

13. SUSPENSION OF ENROLMENT

- (a) The Responsible Person may suspend the Participant's enrolment by giving the Centre one (1) week written notice by providing a Suspension Request Form available from the Aquatic Centre website.
- (b) Participants may suspend their enrolment for up to four (4) weeks in any calendar year. This can be divided into multiple requests or used all at once.
- (c) Once the maximum total number of suspension weeks (four) are reached, Participants may either cancel their enrolment for absence periods or continue the enrolment and receive make ups for absent lessons.

14. CANCELLATION OF ENROLMENT

14.1 Termination by Responsible Person

- (a) The Responsible Person may terminate this Agreement by giving the Centre no less than one (1) week written notice by submitting the Cancellation Form available from the Aquatic Centre website.
- (b) This agreement is ongoing until the Responsible Person notifies the Centre of their wish to terminate this agreement in accordance with clause 12.1(a).
- (c) All make up lessons, account credits or any other entitlements are forfeited upon cancellation in accordance with clause 14 or progression to the Squad Program.
- (d) The enrolment, make up lessons, account credits or any other entitlement is not transferable to another person.
- (e) The Responsible Person may terminate this Agreement within the Minimum Enrolment Period in the following circumstances:
 - (i) providing a medical certificate advising the Participant is unable to continue with the enrolment due to sickness or incapacitation;
 - (ii) providing documentation signed by a certified real estate agent or employer of the Responsible Person/Participant confirming the Responsible Person/Participant have moved to an area more than forty (40) kilometres from the Venue; or
 - (iii) the Responsible Person experiences an Insolvency Event.

14.2 Termination by Centre

- (a) The Centre may terminate this Agreement before the Expiration Date by giving the Responsible Person/Participant no less than one (1) week written notice.
- (b) The Centre may immediately terminate this Agreement where the Responsible Person/Participant has (including but not limited to):
 - (i) breached any term of this Agreement;
 - (ii) threatened or harassed any member of the Centre staff, other Participants, patrons of the Centre and any other persons within the College;
 - (iii) damages Centre equipment; or
 - (iv) consumes tobacco products or any other illicit substances.
- (c) Where the Participant's enrolment has been terminated by the Centre the Responsible Person must return all Access Cards and any other evidence of enrolment to the Centre and the Responsible Person may be provided a refund on a pro rata basis at the Centre's discretion.

15. PRIVACY

All personal information collected by the Centre is collected in accordance with the Privacy Act 1988 (Cth) and will not be disclosed except in accordance with the College's Privacy Policy. The Responsible Person may request access to personal information the Centre has collected from the Responsible Person and a copy of the College's Privacy Policy by contacting the Centre.

16. NO WARRANTY

- (a) The Centre does not warrant that it will achieve any particular outcome in respect of the Participant.
- (b) The Centre does not warrant that it can control the actions or behaviour of other Responsible Persons, Participants or persons associated with other Participants at the Centre.

17. GENERAL CONDITIONS

16.1 Waiver

No waiver whether expressed or implied of any breach of any term or condition in this Agreement shall be construed to be a continuing waiver or consent to any subsequent breach on the part of either party to this Agreement.

16.2 Entire Agreement

This Agreement is in addition to and not in substitution of any other agreement or document entered by the Responsible Person with the Centre, relating or concerning the Participant's enrolment. In the event of inconsistency of ambiguity, inconsistency or discrepancy between documents, they will be read in the following order of priority:

- (a) this Agreement; and
- (b) any other document.

16.3 Governing Law

This Agreement will be governed by the laws in force in Queensland.

16.4 Counterparts

This Agreement may be entered into by electronic communication between the parties if a full copy of this Agreement showing the signature of each party is communicated by fax, email or other electronic means to the other party. An electronic communication by a party to this Agreement constitutes consent to this Agreement being entered by electronic communication.

16.5 Duration of the Agreement

This Agreement shall apply from the date of signing by the Responsible Person until the date on which the Participant's association with the Centre as a Participant ceases.

- 16.6 The Centre reserves the right to add to or vary these Terms & Conditions, including but not limited to the Venue's operating days and hours, the Programs. In each case the Centre will provide the Responsible Person with no less than four (4) weeks notices of the changes to be displayed at the Venue reception or communicated in writing.