

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:

- Swim Programs
- Sports Clinics and Camps
- Short Courses
- Coaching Programs
- Instructional 'Learn to' Classes

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.uwa.edu.au/sport. Please retain a copy of this agreement for your records.

DEFINITIONS

Participants refers to a person/s who takes part in any program facilitated by UWA Sport.

Program refers to the program/s outlined above is a series of classes or lessons.

Classes are specific to the non-aquatic programs and refer delivery that is not instructional.

Lessons are specific to Children's Programs and refers to a one off or series of lessons run as part of the Program. A Sport Clinic is an example of a lesson.

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:

- 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
 - 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:
- 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;
 - 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;
 - 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 AND SUPERVISION

If the person participating in a Program run by UWA Sport is a minor, then their parent or guardian:

- agrees to these terms and conditions in respect of the minor and gives the releases and warranties set out in these terms and conditions;
- will, where applicable, procure the minor to abide by these terms and conditions.

Parents and guardians are responsible for seeing their child to and from all allocated classes and lessons 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.

Children under 10 must be accompanied by an adult whilst visiting the UWA Aquatic Centre. Children under 6 must be in arms reach at all times when not participating in a class or lesson.

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 or class. 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 all abilities and will support access requirements where achievable.

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.

CONDITIONS OF ENTRY

You agree to abide by the UWA Sport's Conditions of Entry, available on the UWA Sport website.

EQUIPMENT

Participants are welcome to use personal sporting equipment, however UWA Sport will not be responsible for the use or storage of this equipment. UWA Sport is not responsible for any damaged caused to personal equipment.

For access to the pools, individuals are required to wear swimming caps and appropriate swimwear 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.

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>.

ENROLMENT

Program enrolments should be made at least 48 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.

Casual bookings without prior enrolment may be made provided there is availability. Casual bookings are accepted at the discretion of UWA Sport.

PRICE STRUCTURE

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

CHANGES TO BOOKINGS

Requests for changes to a booking are required to be made at least 48 hours before the Program commences. This can be done either in person, over the phone or by email. Whether UWA Sport can facilitate a change, credit or refund is dependent on the period in which you contact UWA Sport to request the change, as set out in the table below.

Time Period	Conditions
More than 48 hours prior to a Program start date.	<p>Changes to bookings can occur.</p> <p>Participants are eligible for an account credit to their UWA Sport account, a full refund, or a transfer to another Program. Transfers are subject to availability.</p> <p>No fee applies.</p>
Less than 48 hours prior to a Program start date and after the program has commenced.	<p>Changes to bookings can occur but is subject to availability. The following fees will apply:</p> <ul style="list-style-type: none"> No fee applies for program withdrawal or transfer due to medical or extenuating circumstances. (Documentation may be required). Program withdrawal for any other reason: \$25.

UWA Sport will take into consideration any special or extenuating circumstances which may require a participant to withdraw from a Program.

PAYMENT OPTIONS

All Programs require payment at time of enrolment. Limited Salary Packaging options are available for UWA staff on selected 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.

DIRECT DEBIT PAYMENTS

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. A minimum period of a Direct Debit payment is one month (Minimum Period). Your Direct Debit payments will be subject to the terms and the Debitsuccess Direct Debit Services Agreement (issued by Debitsuccess), 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.

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 and cannot be converted to cash.

DISCOUNTS

Concession prices are available for identified programs. Some programs are already priced at the discounted student rate. 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.

UWA Sport may offer discounted prices for selected periods. Discounts can be used with any other offer.

VOUCHERS

Vouchers can only be used for programs. A voucher is only valid for a period of 12 months. Vouchers cannot be used to purchase merchandise, memberships or entry passes. Vouchers are non-refundable and cannot be converted to cash. UWA Sport is not available for Kids in Sport vouchers.

SUBSIDY

UWA Sport is not eligible for Child Care Subsidy. A tax invoice may be requested if your health fund and policy has eligible rebate.

CANCELLATION

UWA Sport reserves the right to alter and/or cancel due to unforeseeable circumstances, safety risk or if no minimum enrolment number (as determined by UWA Sport) is reached. If a Program or Course is cancelled, you will be notified directly and options will be provided, including a credit to their UWA Sport account or a full refund. UWA Sport will endeavour to notify the customer in advance of cancellation.

UNSAFE ENVIROMENTS AND EXTREME WEATHER

UWA Sport reserves the right to cancel classes or lessons without notice in the extreme weather, emergency evacuation, medical emergency, or when supervision requirements cannot be met. UWA Sport may close venues and cancel activities if the venue is deemed unsafe. UWA Sport will not provide a refund, credit, or make-up class.

MISSED LESSONS AND REFUNDS

Make up lessons and sessions will not be offered regardless of the reason for cancellation. Under exceptional circumstances you may apply to UWA Sport for a refund under special consideration.

DIRECT DEBIT CANCELLATIONS

If you wish to cancel your Direct Debit registration after the 'Minimum Period', you must advise us in writing by completing a "Cancellation Application Form" 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 in writing by completing a "Cancellation Application Form". 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 you 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 \$25 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. Suspensions are not available for Upfront payments. If your suspension is approved, you may suspend your registration for a minimum of 2 weeks and a maximum of 12 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. You may not participate in the program during your suspension period.

CONTACTING UWA SPORT

Email: info@sport.uwa.edu.au

Postal address: UWA Sport Pty Ltd, M412, 35 Stirling Highway, Perth WA 6009

Phone: +61 8 6488 2286