



Wenona Learn to Swim - Terms and Conditions

Document No: 850.04

Issue date: December 2021

By enrolling and participating in the Wenona Learn To Swim program (Wenona LTS), the legal guardian of the student(s) agrees to the Health and Safety Waiver, the Billing Authorisation, and the Rules, Terms and Conditions set out below. The Health and Safety Waiver, the Billing Authorisation and the Rules, Terms and Conditions may be updated from time to time, by written notice.

Health and Safety Waiver

As legal guardian of the student(s), by enrolling a student(s) to participate in the Wenona LTS , I/we:

- a. declare that the student(s) is medically and physically able to participate in physical activity and I/we understand and accept the inherent risks of undertaking such physical activity;
- b. acknowledge and agree that I/we and the student(s) enter the facility and surrounds and/or participate in programs, utilise the equipment, and/or take advantage of the services offered by Wenona LTS at our own risk;
- c. acknowledge and agree that Wenona School Ltd (ABN 83 000 250 304) (**School**) and the Wenona LTS are released and discharged from all liability for loss, damage or injury that I/we or the student(s) may sustain; and
- d. indemnify the School and the Wenona LTS to the extent permitted by law in respect of any claim by any person as a result of or in connection with the enrolment of the student(s) in the Wenona LTS and/or participation in any of the activities connected to the Wenona LTS.

This release and indemnity shall not apply to the extent that loss, damage or injury which is the subject of the claim is caused, or contributed to, by the neglect, act or omission of the School or the Wenona LTS.

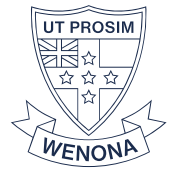
Billing Authorisation

I represent and warrant that if I am purchasing something or paying for a service from the Wenona LTS that:

- a. any credit card or bank account information I supply is true and complete,
- b. charges incurred by me will be honoured by my credit card company or financial institution, and
- c. I will pay the charges incurred by me at the published prices (as updated from time to time), including any applicable taxes, fees, and penalties.

I hereby authorise (if online payment is made or direct debit information is provided) the School to process the direct debit from my bank account or charge credit card. I understand that a 30 day written Notice is required to terminate billing and **I am responsible for payment whether or not my child attends lessons during the period between Notice being given to the School in writing to cancel the student(s) lesson and the expiry of the 30 day notice period.**

Should I dispute a charge through my financial institution this will constitute a breach of contract possibly resulting in, but not limited to, penalties, additional fees, collection, legal action, and/or termination of any and/or all current and future services.



Wenona Learn to Swim - Terms and Conditions

Rules, Terms and Conditions

Interpretation

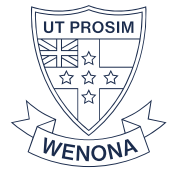
In these Rules, Terms and Conditions:

- **Business Day** means a day which is not a Saturday or Sunday on which banks are open for business in Sydney.
- **Notice** or **Notices** include any approvals, consents, instructions, orders, directions, statements, requests and certificates or other communications that may be given, or are required to be given, under these Rules, Terms and Conditions.
- **School** means Wenona School Ltd (ABN 83 000 250 304).
- **Term** means the Term of Wenona LTS, which are consistent with the School's Term dates.
- **WHS Law** means any of the following:
 - *Work Health and Safety Act 2011 (Cth) and Work Health and Safety Regulations 2011 (Cth)*;
 - *Work Health and Safety Act 2011 (NSW) and Work Health and Safety Regulation 2017 (NSW)*;
 - any other legislation relating to workplace health and safety that has effect in New South Wales or federally; or
 - any applicable codes of practice or compliance codes.
- **Wenona LTS** means the Wenona Learn to Swim program operated by the School.
- **You** means the person enrolling their child in Wenona LTS.

Enrolment

Wenona LTS operates in conjunction with NSW School Term dates, to be published on the Wenona LTS website annually (**Term**). At the end of each Term, all bookings will automatically roll over to the following Term. If you do not wish to participate in the following Term, written Notice must be provided prior to the last scheduled lesson in the current Term. Enrolments are accepted at any point during the Term, with fees prorated where applicable. Bookings can be made up to two weeks in advance of desired lesson start date. Bookings will not be accepted without full payment. Wenona LTS reserves the right to cancel a booking if payment is not received prior to the second week of Term.

As part of a new enrolment, it is your responsibility to fully disclose any special needs, learning difficulties, physical constraints and/or other special requirements that relate to the student(s) and that have the potential to affect their needs, safety or involvement in the lesson or which increase their risk of injury.



Wenona Learn to Swim - Terms and Conditions

Privacy

In relation to the information captured during the enrolment process and afterwards by the School:

- the School will handle all personal information in accordance with its *Privacy Policy* and will not use any personal information except as set out in its *Privacy Policy*;
- the School agrees that it will treat all personal information it collects or receives during the enrolment process and afterwards, in accordance with the *Australian Privacy Principles*; and
- you acknowledge that personal information will be held, disclosed and used in line with the program's *Privacy Policy*, available on the Wenona LTS website **here** and the *Privacy Policy* of the platform provider, iClassPro, **here**.

Photo Permissions

By agreeing to this policy, you confirm that the students photo can be used in:

- Web,
- Promotional material, and
- School publications.

Photos and Recording Devices

It is a condition of entry that you will not take any photographs or operate any visual recording equipment while participating in Wenona LTS. Any person breaching this condition must immediately leave if directed to do so by a member of staff. We ask that you respect the wishes of other customers who may not wish to have themselves or their children photographed or filmed whilst attending lessons or using the School facilities.

General Behaviour

All persons are required to treat School facilities, staff, other patrons, and all other people with respect. Wenona LTS reserves the right to refuse entry to persons acting unreasonably, aggressively, rudely, or in an otherwise antisocial manner including being under the influence of drugs or alcohol. Behaviour of this nature may result in suspension, cancellation, or other disciplinary action. No refunds will be available if lessons are terminated in line with this clause.

Supervision

You are solely responsible for the children in your care before and after their scheduled lesson. You are not permitted to leave children unaccompanied at any time before and after their scheduled lesson.

Illness

You must not attend lessons if you or the student(s) in your care are unwell or have a material physical ailment, including any contagious diseases (for example conjunctivitis, vomiting, diarrhoea, rubella, cold sores, ringworm or head lice), open wounds, cuts, or sores.

All visitors to the School and Wenona LTS must comply with all COVIDSafe requirements, including not attending lessons if they have any cold or flu symptoms (including fever, a cough, runny nose, shortness



Wenona Learn to Swim - Terms and Conditions

of breath, rapid breathing or a sore throat) or have been exposed in any way to a possible or confirmed case.

If a student of the Wenona LTS is ill or injured, requiring urgent hospital and/or medical treatment (for example injections, blood transfusions, surgery) and you are not readily available to authorise such treatment, the Principal or, in the Principal's absence, the School Nurse, or a staff member of the School/Wenona LTS, may give the necessary authority for such treatment. You indemnify the School, its employees, and agents in respect of all costs and expenses arising directly or indirectly out of such treatment.

Missed Lessons

A maximum of two make-up lessons per Term are available for missed lessons. Make-up lessons are subject to availability and can be booked a maximum of two weeks in advance. To be eligible for a make-up lesson, Wenona LTS must receive a minimum of six hours' Notice prior to the scheduled start time of the lesson being missed. Make up lessons are subject to availability and the same instructor cannot be guaranteed. Make up lessons cannot be carried over into a new Term and cannot be used during holiday intensive periods. If you are unable to attend a scheduled make up lesson, it will be forfeited.

Termination, variation, and centre closures

With respect to Wenona LTS:

- The School reserves the right to vary or eliminate facilities, services, or programs from time to time.
- Consolidation or alteration of scheduled lessons may be necessary from time to time.
- The School is not liable for being unable to provide services or facilities due to School and inter-school sporting events and carnivals, other bookings, scheduled or urgent maintenance, mechanical faults, structural damage, fire, or catastrophe, or if services or facilities are otherwise unavailable for use. In the event of lesson cancellation, a credit will be placed on the file of the student(s).
- The School reserves the right to cancel your enrolment in Wenona LTS by written Notice to you if:
 - you fail to pay the fees (or any instalment of fees) when due;
 - if the School decides that you or any enrolled student has behaved in a way which is inappropriate, hazardous or detrimental to the safe enjoyment of Wenona LTS by yourself or others;
 - if you breach any term of these Rules, Terms and Conditions, and either
 - you do not remedy the breach within 10 business days on written Notice from us;
 - or
 - the breach is incapable of being remedied.

Other Policies and Procedures

All bookings are subject to the policies and procedures found in the Wenona LTS Handbook (as updated from time to time).

To the extent of any inconsistency between:



Wenona Learn to Swim - Terms and Conditions

- the Health and Safety Waiver, the Billing Authorisation and the Rules, Terms and Conditions; and
- the policies and procedures found in the Wenona LTS Handbook,

the Health and Safety Waiver, the Billing Authorisation and the Rules, Terms and Conditions shall prevail.

All related policy documents can be found on the **Wenona LTS website** or upon request.

Child Protection

The Wenona LTS Child Protection Framework is guided by the School's *Child Protection and Mandatory Reporting Policy and Procedures*, and staff undergo training in this area annually. All staff hold a current *NSW Working with Children Check (WWCC)*.

In addition, accredited swimming teachers and coaches are bound by a *Code of Conduct* through the Australian Swimming Teachers and Coaches Association which covers professional conduct, accepted behaviour, and knowledge. This includes compliance with the *Swimming Australia Safe Sport Framework (SSF)* which comprises a *Safeguarding Children and Young People Policy* and *Member Protection Policy*. These two comprehensive documents outline our shared responsibilities for protecting children and members' welfare. Further information on the SSF can be found **here**.

The following child safety principles have been adopted across the Wenona Swim Club and Wenona LTS. These principles are modelled on the *Child Safe Organisations: National Principles* (An initiative of the Council of Australian Government). A comprehensive version of this document is available on the **Wenona LTS website** and can also be found on the Council of Australian Governments website **here**.

- Child safety is embedded in Wenona Swim Club leadership, governance and culture
- Children participate in decisions affecting them and are taken seriously
- Families and communities are informed and involved
- Equity is promoted and diversity respected
- People working with children are suitable and supported
- Processes to respond to complaints of child sexual abuse are child focused
- Staff and volunteers are continually trained and educated
- Physical and online environments minimise opportunities for abuse to occur
- Child safe standards are continually improved and reviewed
- Policies and procedures document how our club is child safe.

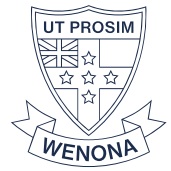
Work Health and Safety

All staff administering Wenona LTS will:

- comply at all times with WHS Law; and
- ensure that Wenona LTS has adequate systems in place to identify, minimise and control all hazards.

Parking

You are not authorised to park on School grounds for the purpose of attending Wenona LTS. On street parking only is usually available.



Wenona Learn to Swim - Terms and Conditions

Restricted Access

As a customer you are limited to accessing Wenona LTS area and facilities, located on Levels 1 and 2 of the Athenaeum building, with access to these areas only via the School's Elliott Street entrance. Access is not permitted to other parts of the School campus before, during or after lessons.

Notices

All Notices (whether from you to the School or the School to you):

- must be given in writing;
- must be delivered:
 - in person; or
 - by email;
- shall be effective where the delivery is made:
 - in person, upon actual delivery; and
 - by email, on the day stated on a return receipt obtained by the sender in relation to the email,
 - except that, if a Notice is delivered on a non-Business Day or after 5pm on any day, the Notice will be deemed to have been received at the commencement of business on the next Business Day.
- if you are giving the School notice, this may be delivered in person or by email to learntoswim@wenona.nsw.edu.au.
- if the School is giving you notice, may be delivered in person, by publishing a notice on the School's premises or by email, to the address listed on your contact details.

You must give us written notice of any changes to your contact details. If no written notice is received from you and your contact details change, notice given by us to the email or other address we have on record for you will constitute valid notice under these Rules, Terms and Conditions.