

Terms and conditions

ACADEMY
OF SWIMMING



Privacy Policy

Purpose of Policy

The aim of this policy is to ensure the information given to the Malvern Academy of Swimming and Glen Eira Academy of Swimming, in trust, is to be used only by the Malvern Academy of Swimming and Glen Eira Academy of Swimming, for the reason which it was gathered.

Privacy Statement

The Malvern Academy of Swimming and Glen Eira Academy of Swimming is committed to providing you with the highest level of service, this includes protecting your privacy. The aim of our privacy statement is to ensure personal information is handled responsibly and a consistent approach is used concerning its collection, use and disclosure.

Our Privacy Statement contains the following and requires us to communicate to all users regarding the use of your personal information:

- What is personal information
- How we collect personal information
- How we use personal information
- When we disclose personal information
- Storage and security of personal information
- Accuracy of personal information
- Access to personal information

What is personal information

Personal information is data collected from an individual who can be identified, or whose identity can be reasonably ascertained, from the information.

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Application of policy

How we collect personal information

To deliver and enhance the services offered by the Malvern Academy of Swimming and Glen Eira Academy of Swimming relevant personal information is collected. The Malvern Academy of Swimming and Glen Eira Academy of Swimming collects personal information from you which is volunteered when;

- You register to become a user of the Malvern Academy of Swimming and Glen Eira Academy of Swimming
- You enter a competition run either by the M1 Swimming Club or another club affiliated with Swimming Victoria
- You may provide information to one of our staff

How do we use personal information

We only collect information that is necessary for us to carry out our primary purpose, which is providing services relating to membership, education, events and merchandise. Your personal information may be used in order to:

- Provide the service you require and help us inform you of services which may be of interest
- Internal accounting and administration
- Regulatory reporting and compliance

When we disclose personal information

We disclose personal information to organisations we believe are necessary in assisting the Malvern Academy of Swimming and Glen Eira Academy of Swimming in providing a professional service. The organisations in which we disclose information include:

- Outsourced service providers who may manage the services we may provide to you, including but not limited to: Insurers and medical personal.
- Our professional advisors, including our accountants, auditors and lawyers
- Government and regulatory authorities and other organisations, as required or authorised by law.

We limit the use and disclosure of any personal information provided to us to such organisations for the specific purpose for which we supplied it. When you provide us with personal information about other individuals, we rely that on you to have made them aware that you will or may provide their information to us, the purpose we use it for, the types of third parties we disclose it to and how they can access it. It is important for members providing personal information to note:

Storage and security of personal information

The Malvern Academy of Swimming and Glen Eira Academy of Swimming stores information both on computer and in a paper file. We have implemented measures of a reasonable nature to ensure that all personal information you provide is securely stored to avoid misuse, loss and unauthorised handling.

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Access to personal information

You have a right to access your personal information, subject to some exceptions allowed by law. If you would like to do so, you can gain access to your personal information by contacting the Malvern Academy of Swimming and Glen Eira Academy of Swimming. Alternatively you may advise us at any time of possible breaches to the Privacy Policy and inaccurate or incomplete personal information.

Policy breaches and consequences

The Malvern Academy of Swimming and Glen Eira Academy of Swimming undertakes to deal with any complaints of a breach of the Member Protection Policy promptly, seriously, sensitively and confidentially. At any stage, it is the prerogative of the complainant to proceed with, or dissolve, a complaint.

Confidentiality and reporting

The Centre representative(s) responsible for implementing this Policy will keep confidential, as per the Centre's Privacy Policy, the names and details relating to complaints, unless disclosure is:

- Necessary as part of the corrective process; or
- Required by law

Complaint handling procedure

Complaints should be resolved as soon as possible; should the complaint not be resolved in accordance with the 'Breaches and Consequences' Section then a grievance procedure will be is to be followed.

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Policies and Procedures

Expectations

The Malvern Academy of Swimming and Glen Eira Academy of Swimming expect our swimmers to engage in a manner that is respectful to their teammates, coaches, and M1 Swimming club affiliates. This includes allowing teammates to train to the best of their ability and leading each other by example. Members are held to the highest standard and expected to be leaders within their squad and the club by behaving in a way that sets a positive example for everyone around them.

Purpose

This Agreement is between The Trustee for Malvern Academy of Swimming Trust trading as Malvern Academy of Swimming and Glen Eira Academy of Swimming ABN 21195477473 its successors and assignees, (referred to as “we”, “our” or “us”), and the person described in the Enrolment Form (referred to as “you” or “your”), and collectively the Parties. We acknowledge and take seriously its obligations under the *Privacy Act 1988* and is committed to the protection of personal privacy. The Malvern Academy of Swimming and the Glen Eira Academy of Swimming has adopted a set of privacy principles based on the Australian Privacy Principles contained in Schedule 1 of the *Privacy Act 1988*. If you are a minor, your parent or guardian (aged 18 years or older) is responsible for signing your Enrolment Form, direct debit request form and meeting the obligations under this Agreement.

You have requested the services set out in the attached Enrolment Form (**Services**). You agree that by submitting the Enrolment form you are accept these Terms and Conditions (**Terms**). **Please read the Terms carefully**. Please contact us by email if you have any questions.

Entry System, Glen Eira Academy of Swimming @ GESAC

Please see the front desk at GESAC for details with regards to an “aquatic membership” and parents are provided free entry for our sessions with all options. As you are required to pay entry at GESAC you will receive the following discounts directly from the Glen Eira Academy of Swimming. **50% discount on your Glen Eria Academy of Swimming squad fees in July, August and September** each year (must be registered with GESAC to receive this discount)

Option 1 “Junior Aquatic Membership” \$11.95 per week (paying by direct debit directly with GESAC)

This provides the best value as it including the following benefits:

- Unlimited swimming access to the 50m, 25m, and pirates cove pools. Not just limited to your Academy sessions.
- Locker use
- 28 Days free suspension, with additional suspension available for \$0.50 per day.
- Fortnightly Direct Debit
- No Joining fee
- No minimum term
- Parents will receive a card that allows access to spectate their child's session at no cost. If people misuse this access knowingly, then GESAC will remove that access and parents will need to see reception every visit to get let into the aquatic area.

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Option 2 Glen Eira Academy of Swimming "Limited Membership" \$6.30 per week (paying by direct debit directly with GESAC)

Swimming access to the 50m, 25m, limited to GAS sessions. (1 session per week)

- Fortnightly Direct Debit
- No Joining fee
- No minimum term
- Parents will receive a card that allows access to spectate their child's session at no cost. If people misuse this access knowingly, then GESAC will remove that access and parents will need to see reception every visit to get let into the aquatic area.

Entry System, Malvern Academy of Swimming @ HAROLD HOLT SWIM CENTRE

Once an enrolment form has been received an entry card will be mailed to you within 5 working days. Just to note, that if squad swimmers knowingly avoid scanning card or sneak in, then they will be evicted by Harold Holt staff and not allowed access for the remainder of that day. This measure is consistent with all casual customers.

Parents Responsibility

The Academy is not responsible for members outside class times.

Setup Fee

Joining fee of \$60 applies to members on commencement or re-joining which is paid within your first direct debit

Services

We agree to perform the Services set out in the **Enrolment Form** with due care and skill.

Price, invoicing and payment

You agree to pay us the Fees for the Services that you have requested, as set out in the Enrolment Form Pack (**Price**). All amounts are stated in Australian dollars. All purchase prices include Australian GST.

If you are unable or unwilling to pay by direct debit, you will be invoiced on a quarterly basis. Invoices will be emailed to you. Full payment will be required by the due date, stated in the Invoice. If you do not pay the Invoice within 7 days of the due date your enrolment may be discontinued and the pool entry card deactivated until we receive full payment.

The pricing structure, payment methods and these terms may be amended from time to time in our discretion. The pricing changes will apply to you for services provided to you after the date of the change. All other changes will apply from the date that the amended or new Terms are posted on our website or are provided to you, whichever is earlier.

Training

Sessions outlined on our website, are subject to availability. In the event that a scheduled session is cancelled, where possible, attempt to notify members of the cancellation, normally by email, website and/or social media pages including facebook & Instagram. School holiday timetables are placed on our website and provided in our newsletters. We do not operate on public holidays throughout the year.

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Program Fees

Current fees are available on our website and may be updated from time to time.

Payment of fees by direct debit

The standard method of payment of Fees is by direct debit from a nominated savings or credit card account. Payments are debited by Ezidebit (www.ezidebit.com.au) as per instructions from the Malvern Academy of Swimming and Glen Eira Academy of Swimming.

A transaction fee applies if paying by credit card and savings accounts, as amended from time to time.

Fees are debited monthly on the first business day of each month (12 months of the year).

Fees are debited on an ongoing basis until notified in writing of discontinuation.

Ezidebit Direct Debit Request Service Agreement form part of these Terms at www.ezidebit.com.au

Dishonoured payment

A dishonour fee, as amended from time to time is charged by Ezidebit if a payment is dishonoured.

It your responsibility to ensure that bank/credit card details are correct and up to date.

The Malvern Academy of Swimming and Glen Eira Academy of Swimming should be advised of any changes to such details. The Malvern Academy of Swimming and Glen Eira Academy of Swimming will not be responsible for Bank charges incurred, such as an overdrawn fee or a dishonour fee.

In the event that a payment is dishonoured the Malvern Academy of Swimming and Glen Eira Academy of Swimming will advise you of the situation and may request that you complete a 'Change of Bank Details' form.

Your Obligations and Warranties

You warrant that throughout the term of this Agreement that:

1. You will cooperate with us and provide us with any information we require to enable us to perform the Services;
2. The information you provide to us is true, correct and complete; and
3. You consent to the use of your name in relation to the Services in a way which may identify you.

Your obligations when receiving the Services:

1. You and/or your parents/guardians must advise the swimmer's coach (or coaches) of any significant and/or relevant medical conditions prior to commencement of training with that coach (or coaches); and
2. You and/or your parents/guardians must act in a responsible and respectful manner towards other swimmers, parents, coaches and pool patrons.

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Absences

In the event of a short or planned absence, or absence due to illness or injury you may be able to place classes on hold or attend a make-up session. Please check our website for further information.

Cancellation

You can cancel the Services at any time by providing 30 days' notice via email and the Malvern Academy of Swimming and/or the Glen Eira Academy of Swimming will acknowledge the request by email.

We may cancel the Terms immediately, in our sole discretion, if:

1. We consider that a request for a Service is inappropriate, improper or unlawful, or your behaviour inappropriate;
2. You fail to provide us with clear or timely instructions to enable us to provide the Services;
3. We consider that our working relationship has broken down including a loss of confidence and trust;
4. For any other reason outside our control which has the effect of compromising our ability to perform the work required within the required timeframe;
5. Payment for Fees has not been received by the due date; or
6. You fail to pay an Invoice within 30 business days of the payment date.
7. On termination of these Terms you agree that any Fees made are not refundable to you, and you are to pay all invoices for Services rendered to you.
8. If you terminate this Agreement early, you must pay for all Services provided prior to termination, including any Services which have been performed and have not yet been billed to you.

GST

GST is payable on our squad coaching services

Severance

If any provision (or part of it) of the Terms is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) of these Terms cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these Terms and the remaining provisions (and remaining part of the provision) of the Terms are valid and enforceable.

Force Majeure

We will not be liable for any delay or failure to perform our obligations under the Terms if such delay is due to any circumstance beyond our reasonable control including closure of the pool due to weather or contamination.

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Jurisdiction and applicable law

These terms are governed by the laws of Victoria and the Commonwealth of Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria.

Entire agreement

These Terms and any document expressly referred to in them represent the entire agreement between you and us and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

Consumer law, limitation of liability and disclaimers

Acl

Certain legislation including the Australian Consumer Law (**ACL**) in the *Consumer and Competition Act 2010 (Cth)*, and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of Services by us to you which cannot be excluded, restricted or modified (**Statutory Rights**). Our liability is governed solely by the ACL and these Terms.

Services

If you are a consumer as defined in the ACL, the following applies to you: We guarantee that the Services we supply to you are rendered with due care and skill; fit for the purpose that we advertise, or that you have told us you are acquiring the Services for or for a result which you have told us you wish the Services to achieve, unless we consider and disclose that this purpose is not achievable; and will be supplied within a reasonable time. To the extent we are unable to exclude liability; our total liability for loss or damage you suffer or incur from our Services is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which your claim relates.

Delay

Where the provision of services depends on your information or response, we have no liability for a failure to perform the Services in this estimated period, which is affected by your delay in response, incomplete or incorrect information.

Warranties

To the extent permitted by law, we exclude all express and implied warranties, and all material and work is provided to you without warranties of any kind, either express or implied. We expressly disclaim all warranties including but not limited to implied warranties of merchantability and fitness for a particular purpose.

Liability

To the extent permitted by law, we exclude all express or implied representations, conditions, guarantees and terms relating to the Services and this agreement, except those set out in this agreement, including but not limited to:

1. Implied or express guarantees, representations or conditions of any kind, which are not stated in the Terms;
2. Our Services being unavailable; and

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3. Any loss, damage, costs including legal costs, or expense whether direct, indirect, incidental, special, consequential and/or incidental, including loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, or otherwise, suffered by you or claims made against you, arising out of or in connection with the inability to access or use the Services, and the late supply of Services, even if we were expressly advised of the likelihood of such loss or damage.

Limitation

Our total liability arising out of or in connection with our Services, however arising, including under contract, tort, including negligence, in equity, under statute or otherwise, will not exceed the total fees paid by you to us in the twelve (12) month period prior to the event giving rise to the liability, or one hundred dollars (AUD\$100) if no such payments have been made, as applicable. This clause will survive termination of these Terms.

Contact

The Trustee for Malvern Academy of Swimming Trust trading as Malvern Academy of Swimming and Glen Eira Academy of Swimming

ABN: 21195477473

malvern@academyofswimming.com.au

gleneira@academyofswimming.com.au

Additions and changes to policy

The Malvern Academy of Swimming and Glen Eira Academy of Swimming is committed to ensuring all policies are up-to-date, therefore reviews are undertaken annually. The next review date is detailed at the end of each policy.

Dated: September 1st, 2020

Last reviewed: September 1st, 2020