

SWIM SCHOOL TERMS AND CONDITIONS FOR UP FRONT AND DIRECT DEBIT PAYMENTS AT SOUTH PACIFIC HEALTH CLUBS

I understand I am enrolling in a direct debit membership that will continue until I provide notice. This membership continues with pool access outlined in Section (Direct Debit Payment Membership agreement) during school unless I suspend my membership as outlined in Section (Suspension Policy).

DIRECT DEBIT PAYMENT MEMBERSHIP AGREEMENT

- I hereby request and authorise QuickPay PTY LTD to debit my account (per participant), to be processed weekly starting from the first lesson date.
- I request and authorise QuickPay PTY LTD on behalf of South Pacific Health Clubs St Kilda Sea Baths to arrange payment for swimming lessons at the St Kilda Sea Baths swim school.
- I understand that my membership will re enrol automatically into the next term as outline in section (Cancellation Policy).
- I acknowledge that each swim school term is a commitment.
- I acknowledge it is my responsibility to advise the club of any changes to the credit card / account details paying for swimming lessons.
- I understand that if a payment(s) is dishonored or rejected, an additional \$17.50 administration fee will be charged and that this fee, as well as the value of the failed debit, may be added to the following direct debit.
- I understand that swim school fees are reviewed annually and, after receiving a written or email notice of any changes, this agreement will continue for the new amount. South Pacific Health Clubs must provide a minimum of 1-week written notice before increasing fees.
- I understand direct debits for swim school will continue through the school holidays. During the holidays a swim school membership that is not suspended allows access to the pool facilities for the student with the membership and for Water Babies & Learn to Swim one adult guardian over the age of 18.
- I understand that the pool is open for use on public holidays and therefore direct debits will also continue through public holidays.
- I understand swimming lesson fees at South Pacific Health Club are non-refundable or transferable for other services.
- I understand that if my swim school membership is in arrears at the end of any term, the swim school membership may not be automatically enrolled and your spot in the lesson is not guaranteed for the next term until arrears have been settled.

UPFRONT PAYMENT MEMBERSHIP AGREEMENT (for students on NDIS only)

- I request and authorise QuickPay PTY LTD on behalf of South Pacific Health Clubs St Kilda Sea Baths to arrange payment for swimming lessons at the St Kilda Sea Baths swim school.
- I understand that if a payment(s) is late, and an additional late fee of \$17.50 per fortnight may be added at South Pacific Health Clubs discretion.
- When taking the upfront payment option for swim school, I understand I do not have the option of free swims during the Swim School year at the Sea Baths.
- I understand I need to be enrolled for the full term and upfront payments need to be paid in full in order to secure the place.
- I understand that swimming lessons at South Pacific Health Club are non-refundable or transferable for other services.
- I understand parents are not permitted to leave children under the age of 10 unaccompanied at any time whilst in the centre, this includes during swimming lessons.
- I understand parents must be visible to their child's teacher at all times.
- I understand that parents do not have the option to swim for free during their kids' lessons unless their child is under 4 years of age on the upfront plan.
- I understand that upfront payments are non-refundable except under mandatory provisions of Australian Consumer Law.

CONDITIONS OF ENTRY

- I understand parents do not have the option to swim for free during their kids' lessons unless their child is in the Water Babies program. If a child is enrolled in the water babies' program, one parent **MUST** be in the water with their child.
- I understand that only 1 parent is allowed in the water with a child while they are attending the water babies class.
- I understand that 1 parent/guardian can swim with their child if they hold a water babies' membership outside their lesson time at no extra cost; this does not allow parents to use this without their child. Any extra parent/guardian is not allowed to swim for free unless they have a pool membership, pool card, gym membership or pay a casual entry fee.
- I understand that parents are not permitted to leave children under the age of 10 unaccompanied at any time whilst in the centre. This includes swimming lessons.
- I understand parents must be visible to their child's teacher at all times.
- I understand that all swim school members must scan their tag on arrival for each lesson.
- I understand that South Pacific Health Clubs are a drug and alcohol-free zone. If any member or patron is suspected to be under the influence, they will be refused entry or removed from the premises.
- I understand that all children who are not, yet toilet trained must wear a swim nappy while in the pool.
- I understand that any glass is not allowed to be bought onto the pool deck.
- I understand that anti-social behaviours such as swearing, yelling and being abusive is not tolerated. Failure to comply with this requirement may result in my membership being terminated immediately and I may be asked to leave the centre.

MAKEUP POLICY

- I understand that I am required to notify a minimum of 2 hours prior to the lesson commencing by emailing swimschool@southpacifichc.com.au.
- I acknowledge that we are allowed 2 makeups per term per student.
- I understand that all makeup classes must be made within 5 weeks of the cancelled class. These 5 weeks also include holiday periods.
- I understand that a makeup class cannot be booked before the cancelled class takes place.
- I understand that all makeup classes can only be booked for 1 week in advance.
- I understand that once a makeup lesson has been booked, it cannot be changed. If you do not attend your makeup class, no replacement will be given even if ample notice has been given.
- I understand that to be able to book a makeup class, there will be no outstanding fees on my account.
- I understand that makeup lessons are not permitted in the first week of the term.
- I understand that makeup lessons can only be used with an active membership; cancelling one's membership forfeits all makeup classes.
- I understand that makeup lessons cannot be exchanged for a refund or credit.
- I understand that South Pacific Health Club will endeavour to provide sufficient options for all makeup classes. However, I understand that makeup lessons are subject to availability and my preferred time is not guaranteed. If an applicable time cannot be arranged before the end of term, I understand that the makeup class will be forfeited.
- I understand that there are no makeups given for private lessons, however there is a maximum limit of two credits per term that will be given in lieu of the two makeup classes.
- I understand that all remaining makeup classes will become null and void at the end of the year.
- I understand that makeup classes cannot be carried over into the following year.
- I understand that if the South Pacific Swim School cancels a lesson due to unforeseen circumstances, a credit will be issued for the missed lesson.
- I understand that a makeup lesson will be given if my lesson falls on a public holiday.

SUSPENSION POLICY

- I understand swim school memberships cannot be suspended during the school term unless for a medical reason where supporting documents are provided.
- I understand I am enrolling for a full term of Swim School lessons – as such, suspension time is only available for holiday breaks where there are no swimming lessons.
- I understand that all suspension requests must be emailed to swimschool@southpacifichc.com.au.
- I understand that suspensions are not automatic during holiday periods
- I understand that suspensions cannot be back dated. The suspension will commence from the date of the email or the first day of the holidays.
- I acknowledge that when I suspend my membership, a suspension fee of \$2.50 per week/ per child will apply.

CANCELLATION AND REFUND POLICY

- I understand that cancellations require 30 days' written notice to South Pacific Health Clubs.
- I understand that I must see out that full 30 days or the rest of the term, whichever is less.
- I acknowledge that this membership is ongoing and will automatically renew unless cancelled by email to swimschool@southpacifichc.com.au, with 30 days' notice required.
- I understand that I need to fill out a cancellation form for my cancellation to be approved and processed.
- I understand that refunds will only be issued if South Pacific Health Clubs is responsible for the error.
- I understand that for my cancellation to be processed and approved all arrears need to be paid.
- I understand that South Pacific Health Clubs will process any applicable refunds within 30 days post approval.

MEDICAL POLICY

- I acknowledge that all participants are physically capable and there is no medical reason to prevent them from proceeding with the use of the facilities without endangering their health.
- I understand that if this situation changes, I must provide written notice to South Pacific Health Club with supporting documentation at earliest possibility.

TEACHER AND SCHEDULE CHANGES

- I understand that changes may occur to teachers, times, and students if they are deemed necessary. We will try and keep the consistency within the classes as much as possible.

PHOTOGRAPHY, RECORDING AND PHONE USE POLICY

- I understand that cameras, mobile phones, and any electronic recording devices are not permitted to be used during my child's swimming lessons.
- I understand that cameras, mobile phones, and any electronic recording devices are not permitted to be used in the bathrooms.
- I understand that as a parent I am not permitted to use my phone while my child's swimming lesson is taking place

USE OF IMAGES

- I understand that if the staff are required to take photos or videos, parental permission will be obtained, and it can be used for marketing material such as social media, websites, and newsletters.

RISK WARNING AND WAIVER

- I understand that when entering the premises, you agree that you do so at your own risk and release St Kilda Sea Baths and South Pacific Health Clubs from liability for any injury, loss, or damage you may suffer while on the premises.
- You agree to indemnify and hold St Kilda Sea Baths and South Pacific Health Clubs harmless against any claims arising from such injury, loss, or damage, however that injury, damage or loss is caused, including if it is caused by negligence of the St Kilda Sea Baths or South Pacific Health Clubs to the extent provided by law.
- I accept St Kilda Sea Baths and South Pacific Health Clubs do not provide any warranties or guarantees in relation to the facilities or equipment.
- I acknowledge that I will not hold the St Kilda Sea Baths or South Pacific Health Clubs St Kilda Sea Baths and South Pacific Health Clubs liable for any personal injury, damage or loss of property (whether direct, indirect, special or consequential) suffered by any participant.

DEFINITIONS

Account means the account held at your financial institution, from which we are authorised to arrange for funds to be debited

Agreement means this Direct Debit Request Service Agreement between *you* and *us*.

Business Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia

Debit Day means the day that payment by *you* to *us* is due

Debit Payment means a particular transaction where a debit is made

Direct Debit Request or (DDR) means the Direct Debit Request between *you* and *us* (and includes any Form PD – C approved by us in the transitional period)

Us or We means Quickpay Pty Ltd, you have authorised by signing a *Direct Debit Request*

You mean the customer who signed the Direct Debit Request

Your Financial Institution is the financial institution where *you* hold the account that *you* have authorised *us* to debit

1. DEBITING YOUR ACCOUNT

1.1 By providing direct debit details, you have authorised us to arrange for funds to be debited from your account. You should refer to this agreement for the terms of the arrangement between you and us.

1.2 We will only arrange for funds to be debited from your account as authorised in the DDR **OR**

1.3 We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the DDR, a billing advice which specifies the amount payable by you to us and when it is due.

1.4 If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

1.5 By signing this document you hereby accept that Quickpay or its associated entities are not liable for any prepayment made on products or services that yet to be rendered. Any prepayments made are the responsibility of your provider and not Quickpay. If the provider is for any reason unable to refund any payments, you are hereby notified that Quickpay will not be liable for your prepaid funds.

2. CHANGES BY US

2.1 We may vary any details of this agreement or DDR at any time by giving you at least fourteen (14) days written notice.

3. CHANGES BY YOU

3.1 Subject to 3.2, 3.3, or 3.4 you may query the arrangements under a direct debit request by contacting us on 1300 659 537 or contacting South Pacific Health Clubs Directly.

3.2 Deferment, cancellation or alteration to the debiting schedule outlined over the page will be considered subject to the terms and conditions of any contract/agreement between you and the payee named over the page.

3.3 Any cancellations made directly with Quickpay do not affect or terminate any contracts, agreements and/or payment obligations you have with the payee named over the page.

4. YOUR OBLIGATIONS

4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request (DDR).

4.2 If there are insufficient clear funds in your account to meet a direct debit payment:

5. a) You may be charged a fee and/or interest by your financial institution
6. b) You may also incur fees or charges payable to Quickpay; and
7. c) You must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be available by an agreed time so that we can process the debit payment

4.3 You should check your account statement to verify that the amounts debited to your account are correct.

8. DISPUTE

5.1 If you believe there has been an error in debiting your account, you should notify us directly on 1300 659 537. Confirm the notice in writing to us as soon as possible so that we may resolve your query quickly.

5.2 If we conclude as a result of our investigations that your account has been incorrectly debited, we will arrange with your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding.

5.4 Any queries you have about an error made in debiting your account should be directed to South Pacific Health Clubs in the first instance so that the Club may attempt to resolve the matter. If South Pacific Health Clubs cannot resolve the matter, you may still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

9. ACCOUNTS

6.1 You should check

10. a) With your financial institution whether direct debiting is available from your nominated account as direct debiting is not available on all account types
11. b) Your account details are correct by checking them against your bank statement; and
12. c) With your financial institution before completing the DDR if you have any queries on how to complete the DDR

13. CONFIDENTIALITY

7.1 We will keep any information (including your account details) in your DDR confidential. We will make reasonable effort to keep any such information we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2 We will only disclose information we have about you:

14. a) To the extent specified by law; or
15. b) For the purpose of this agreement (including disclosing information in connection with any query or claim)

16. NOTICE

8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to the address at the top of the page.

8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the DDR.

8.3 Any notice will be deemed to have been received two (2) *business days* after it has been posted.

17. NOTICE OF DISCLOSURE (Privacy Act 1988)

9.1 We may give information about you to a credit reporting agency for the following purposes:

18. a) To obtain a consumer and commercial credit report about you, and/or
19. b) Allow the credit reporting agency to create or maintain a credit information file containing information about you

9.2 This information is limited to:

20. a) Identify particulars - your name, sex, address (and the previous two addresses), date of birth, name of employer, and driver's license number
21. b) Your application for credit or commercial credit - the fact that you have applied for credit and the amount
22. c) The fact that we are a current credit provider to you
23. d) Repayments which are overdue by more than 60 days, and for which debt collection action has started

24. e) Advice that your repayments are no longer overdue in respect of any default that has been listed

f) Information that, in the opinion of us, you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations)