

Terms and Conditions

1. OUR AGREEMENT WITH YOU

1.1. As a customer of Masterstroke Swimming (Masterstroke) these terms and conditions form the basis of your agreement with Masterstroke.

1.2 You agree to also bind your child, person in your care and /or the person (participants) who you enrol in the swimming lessons to the full terms of this Agreement and you have the authority to sign this Agreement.

1.2. Masterstroke reserves the right to cancel a participant's enrolment or continued attendance without providing any reason whatsoever.

2. REFUNDS, DISCOUNTS AND CREDITS

2.1. No refunds or discounts or credits are given for missed classes for any reason. If you miss a class due to holiday or illness Masterstroke may offer a make-up class (subject to availability), these classes are to be arranged with Masterstroke and attended within the same term as the absence. (Maximum of 2 make-up classes per term)

3. COSTS

3.1. Fees will be paid by the due date of each term & are non-refundable. An Administration / Enrolment fee of \$30 will be charged if not paid by the due date. Your place will be only held if fees are paid for each new term by the due date, or you will need to re-enrol including the administration/enrolment fee.

3.2. Masterstroke reserves the right to cancel or change the timetable and price structure at any point in time.

3.3. No cheques are accepted as payment.

4. COMMUNICATIONS

4.1 Masterstroke will communicate with you primarily by email and you consent to receive information via email. Masterstroke will not provide your details to any other company, entity or organisation unless consented to by you and all information will be kept by Masterstroke in accordance with The Privacy Act.

4.2 Masterstroke will use its best endeavours to ensure that all communications are virus free, however, it is not responsible for any loss of damage suffered by you in the event that a virus or like issue is transmitted unknowingly by Masterstroke.

5. WORKING WITH CHILDREN

5.1. All employees, contractors, sub-contractors or directors of Masterstroke have a working with children Blue Card as required by relevant legislation from time to time.

6. LIMIT OF LIABILITY

6.1. Masterstroke do not exclude or limit –

- (a) The application of any provision of any statute (including the Trade Practices Act 1974) where to do so would contravene that statute or cause any part of this clause 6 to be void;
- (b) All care will be taken by Masterstroke but no responsibility for injury or loss to person or property howsoever caused and without limiting the generality of the afore going damage or injury resulting from or caused by any negligence of the principal, instructors or other employees of the Masterstroke.

7. CONSUMER DATA PRIVACY POLICY

7.1. Masterstroke is dedicated to keeping your details private. Any information we collect in relation to you is kept strictly secured. We do not pass on, sell or swap any of your personal details with anyone. We use this information to identify your orders and to improve our classes. Cookies sent to your computer from Masterstroke only last while you're browsing our website. We do not store persistent cookies on your computer.

8. CONSENT:

8.1. Swimming is a physical activity and the coach may have to assist your child's understanding of an action, posture or position by physical contact. You consent to employees, sub-contractors, contractors and directors of Masterstroke having contact with your child in this regard.

8.2. You consent to employees, sub-contractors, contractors and directors of Masterstroke taking your child to the toilet during class if your child requires to use the toilet.

8.3. Should your child hurt his/herself Permission is given to seek First Aid or Medical Attention if required and employees, sub-contractors, contractors and directors of Masterstroke to attend to your child while waiting for the nominated guardian to take over.

8.4. Permission is given to photograph, film, or video students to be used for publicity or memorabilia. We guarantee that names will not be used unless with your permission.

8.5. Your child's enrolment into a lesson is voluntary and participation in the lesson and the activities of swimming involve risk of injury, including but not limited to muscle strains, sprains and falls and you freely assume these risks for your child/ren. as outlined in clause 6

9. RECORDING, FILMING OR PHOTOGRAPHY OF PARTICIPANTS AND COACHES:

You are invited to watch your child's lessons. For your child's lesson to be recorded by yourself and other parents you will need to get consent of all parents. In doing so you also confirm that any recording made by you or your family will not be for commercial use or uploaded onto the web/internet.

10. LESSON PROCEDURE:

10.1 Please be punctual in arrival and ensure your child is collected on time as Masterstroke is not responsible for the safety of children outside their class times.

PLEASE READ THIS FORM IN FULL. BY CONTINUING WITH ENROLMENT CONFIRMS YOUR ACCEPTANCE OF OUR TERMS & CONDITIONS INCLUDING RELEASE OF LIABILITY OF MASTERSTROKE AND ITS EMPLOYEES, CONTRACTORS, SUB-CONTRACTORS AND DIRECTORS FOR ANY AND ALL INJURIES CAUSED BY PARTICIPATION IN A CLASS OR THE ACTIVITIES OF SWIMMING WHETHER OR NOT SUCH INJURY WAS CAUSED BY ANY ALLEGED NEGLIGENCE.