

Terms & Conditions

Last updated March 30th 2021



By registering for Swim Brothers class, lessons, session or program, you confirm and agree to the Terms and Conditions set by Fitness For Purpose Pty Ltd, ABN 31 473 215 772, trading as “Swim Brothers”.

1. Personal Liability

- a. Swimmers agree and acknowledge that although Swim Brothers and its instructors attempt to minimize any risks of personal injury, accidents do happen
- b. Participation in any Swim Brothers activities could constitute a risk of injury or illness to yourself. Swimmers voluntarily accept and recognise this risk and warrant that they are physically fit and able to perform the Swim Brothers activities.
- c. You acknowledge that Swim Brothers nor its directors, instructors or employees are deemed responsible or liable for any injury, illness or other mishap you sustain arising from or out of, or in any way connected with the Swim Brothers activities

2. Products, Services and Cancellations

- a. The learn-to-swim program runs in blocks of 8 weeks and all products and services are non-refundable.
 - i. A 7-day cooling off period is given in which you can cancel if you have not attended any classes.
 - ii. If you attend classes within the 7-day cooling off period, you are no longer eligible for a refund.
- b. There are NO refunds for classes missed
- c. There are NO refunds on registration fees
- d. There are NO make-up classes for missed classes
- e. Classes are on in ALL weather conditions unless cancelled by Swim Brothers.
- f. It is to the absolute discretion of the director whether a replacement class, lesson, clinic or program is provided for a cancelled class
- g. Swim Brothers reserve the right to reschedule and cancel classes
 - i. Swim Brothers will only cancel classes due to weather if there is an electrical storm, a major weather event, poor surf conditions or as deemed by pool management
 - ii. Every effort will be made to give reasonable notice to those enrolled if a class is cancelled
 - iii. Those enrolled will not be charged for cancelled classes by Swim Brothers.
- h. Swim Brothers reserves the right to change the instructors/coaches of classes without notice
- i. Swim Brothers reserves the right not to run classes on public holidays

3. Health

- a. Swimmers are required to meet minimum health standards, including but not limited to NSW Government Coronavirus Health Guidelines.
- b. Swimmers attest that they have been examined by a licensed medical practitioner within the past 6 months and have been found by such practitioner able to perform

all vigorous exercise, in and out of the water, which you are to perform during a Swim Brothers class.

- c. Swimmers must alert coaches/ instructors AND the office in the event of an injury, illness or disability which may prevent you from participating fully.

4. Hygiene

- a. Swimmers are required to adhere to hygiene standards
- b. Appropriate, clean and suitable swimming attire is required for entry into the pool
- c. Swimmers may not attend classes if they have any infections or illnesses, such as conjunctivitis, coronavirus, open wounds, any gastrointestinal viruses or serious infections

5. Safety

- a. Swimmers must abide by personal conduct standards, including the rules of the pool being attended.
- b. Swim Brothers reserves the right to refuse entry, suspend or cancel an enrolment/membership, or request any person to leave a class if that person does not behave in a responsible manner, is rude, aggressive or disruptive, uses abusive or inappropriate language, is under the influence of drugs/alcohol or does not adhere to the general conditions of entry.
- c. In the event of an emergency, please follow the directions given by the pool staff as well as the Swim Brothers coaches and instructors

6. Privacy

- a. Swim Brothers will collect and store the information swimmers voluntarily provide to enable processing enrolments in classes.
- b. This information will be provided to relevant instructors, employers, and medical professionals where necessary.
- c. Swimmers consent to these disclosures.
- d. Any information provided by swimmers will be stored on a database that will only be accessed by authorised personnel and is subject to privacy restrictions. It will not be shared with any third parties.
- e. Any information provided by swimmers can be accessed by them during standard business hours and updated by contacting the office.

7. Media Consent

- a. Swim Brothers posts photos, videos, recordings and commentary on a number of social media sites where they have accounts, including Facebook, Instagram, Twitter, Pinterest and the Swim Brothers websites.
- b. Swim Brothers will not name, tag, or otherwise identify swimmers in any posts unless approved by the swimmer.
 - i. If you have any issues with media consent and wish to be removed from a post, you must notify the office.
- c. Swim Brothers may use this material for promotional and marketing purposes.
- d. Swim Brothers are not liable to pay swimmers a fee, or in the case of media activity, seek further approval from swimmers, to create posts.
- e. Any copy and/or images obtained by the media may be edited to suit the needs of the publisher without notice prior to publication.

8. Changes to Terms & Conditions

- a. Swim Brothers reserve the right to update their Terms & Conditions by sending swimmers the new versions.
 - i. Swimmers must notify the office in writing of any non-acceptance within 14 days of the new Terms & Conditions.
 - ii. If there is no notice of non-acceptance, swimmers will be subject to the updated Terms & Conditions.
 - b. Refusing to accept the Terms & Conditions will result in the termination of your classes with Swim Brothers
9. Coronavirus safety precautions
- a. Swimmers, instructors and coaches must maintain a distance of 1.5m from each other in the pool and when moving to and from the venue.
 - b. By attending a class, squad, Open Water Training session you are confirming that you do not have any COVID-19 like symptoms and you are not violating directions to self-isolate by attending. Please visit <https://www.nsw.gov.au/covid-19/latest-news-and-updates> and case locations if you are unsure. You are also confirming that you will comply with the COVID -19 procedures and guidelines as set out by the aquatic facility and by Swim Brothers
 - c. If you suspect that you may have contracted Coronavirus, you must contact our director Omar on 0405 464 646.
 - d. Anyone who has not pre-booked in will be turned away from the class or squad session to ensure robust means of contact tracing. You must also check in at the aquatic facility before your class or squad session to assist with contact tracing.
 - e. If you have tested positive for Coronavirus, self isolated for 14 days and when recovered, we will require a medical certificate of clearance for participation in classes, squads or training programs.
 - f. If you suspect you have contracted coronavirus or have flu-like symptoms, classes, squad sessions and other programs will not be forfeit even if cancelled within 24 hours of the class start time to avoid penalising clients for staying home when sick. However, please notify us of cancellation due to illness as soon as practical. We do request that you follow NSW Health guidelines and take a COVID-19 test before returning to classes, squads or Open Water Training if you have flu-like symptoms.
 - g. Any personal equipment such as asthma inhalers or nose clips must be kept in plastic bags by the pool.
 - h. All equipment such as pool buoys, flippers, kick boards, etc must be cleaned and disinfected between uses. We strongly encourage swimmers to bring their own goggles and personal training equipment.
 - i. Do not share equipment such as towels, drinks or other items.
 - j. We urge all swimmers to not loiter at the facilities before or after classes, sessions or programs, but to leave as soon as possible after each session, class or program concludes.
 - k. We will undertake to work with NSW Health and SafeWork NSW should we be contacted in relation to a positive case of COVID-19.