

John Carew Swim School Terms of Service

Direct Debit Request Service Agreement

- I/We hereby authorise SR Global Solutions Pty Ltd ACN 132 951 172 (Direct Debit User ID number 397351) (herein referred to as "Merchant Warrior") to make periodic debits on behalf of JA Carew Enterprises Pty Ltd ABN 96 009 722 605 as indicated on the attached Direct Debit Request (herein referred to as "the Business").
- By registering my/our Bank Account or Credit Card, I/we acknowledge having read and understood the terms and conditions governing the debit arrangements between me/us and you as set out in this Direct Debit Request Service Agreement and request that money due in accordance with the pricing set out in our term pricing and information handouts, along with any amount you may charge me/us under our loan (such as my/our scheduled repayments and any overdue amounts) be drawn under the Direct Debit System from my/our account, as and when those amounts become due. A schedule of our fees is also available at reception.
- I/We acknowledge that Merchant Warrior is acting as a Direct Debit Agent for the Business and that Merchant Warrior does not provide any goods or services (other than the direct debit collection services to me/us for the Business pursuant to the Direct Debit Request and this DDR Service Agreement) and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement that I/we have with the Business.
- I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions of my/our agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement and the Fees/Charges detailed in the Direct Debit Request) and this DDR Service Agreement on the 1st day of each month.
- I/We acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and I/we will contact my/our financial institution if I/we are uncertain of the accuracy of these details.
- I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/we agree that Merchant Warrior will not be held responsible for any fees and charges that may be charged by either my/our or its financial institution.
- I/We acknowledge that there may be a delay in processing the debit if:- (1) there is a public or bank holiday on the day of the debit, or any day after the debit date; (2) a payment request is received by Merchant Warrior on a day that is not a banking business day in Queensland; (3) a payment request is received after normal Merchant Warrior cut off times, being 3:00pm Queensland time, Monday to Friday.
- Any payments that fall due on any of the above will be processed on the next business day.
- I/We authorise Merchant Warrior to vary the amount of the payments from time to time as may be agreed by me/us and the Business as provided for within my/our agreement with the Business.

- I/We authorise Merchant Warrior to vary the amount of the payments upon receiving instructions from the Business of the agreed variations. I/We do not require Merchant Warrior to notify me/us of such variations to the debit amount.
- I/We acknowledge that Merchant Warrior is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request or this DDR Service Agreement including varying any of the terms of the debit arrangements between us.
- I/We acknowledge that I/we will contact the Business if I/we wish to alter or defer any of the debit arrangements.
- I/We acknowledge that any request by me/us to stop or cancel the debit arrangements will be directed to the Business.
- I/We acknowledge that any disputed debit payments will be directed to the Business and/or Merchant Warrior. If no resolution is forthcoming, I/we agree to contact my/our financial institution.
- I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee is payable by me/us to Merchant Warrior. I/We will also be responsible for any fees and charges applied by my/our financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Merchant Warrior.
- If there are insufficient clear funds in my/our account to meet a debit payment, I/we must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in my/our account by an agreed time so that the Business can process the debit payment.
- I/We authorise Merchant Warrior to attempt to re-process any unsuccessful payments as advised by the Business.
- I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Merchant Warrior and subject to my/our agreement with the Business agree to pay those fees and charges to Merchant Warrior.
- My/our enrolment may be cancelled by notifying the centre directly by COB 7 days before end of the month. Note: Cancellation requests received after COB 7 days before end of the month will not take effect until the following months debit day.
- If the Business is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then I/we agree to pay the Business on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- The Business will keep any information (including your account details) in my/our direct debit request confidential. Merchant Warrior is a PCI compliant platform and every attempt is made to maintain the security of cardholders account data. The Business will make reasonable efforts to keep any such information that they have about me/us secure and to ensure that any of the Business's employees or agents who have access to information about me/us do not make any unauthorised use, modification, reproduction or disclosure of that information.
- The Business will only disclose information that they have about me/us: a) to the extent specifically required by law; or b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

- If I/we wish to notify us in writing about anything relating to this agreement, I/we should write to John Carew Swim School 4 Rennies Road Indooroopilly Qld 4068. Alternatively, I/we should write to admin@carewswim.com.au.
- The Business will notify me/us by sending an email to the address I/we have given the Business in the direct debit request and this will be deemed to have been received two banking days after it is sent.

Operating Terms of Service

COVID-19 Measures

Any temporary COVID-19 measures must be followed by all people in our centres. These measures include:

- Practicing safe distancing, hygiene, visitor flow and other associated measures as directed by our staff and signage.
- Any children or guardians feeling unwell or showing symptoms of COVID-19 should not attend lessons. Instead, please contact your centre team for replacement options. To protect the health and safety of all Aquatic Achievers visitors, staff reserve the right to refuse entry to anyone who is suspected to be unwell or showing related symptoms.
- Any children or guardians that have been in contact with a confirmed case of COVID-19 must self-isolate for 14 days and not attend lessons. Instead, please contact your centre team for replacement options.
- Any students or guardians who have recently travelled overseas must self-isolate for 14 days and not attend lessons. Instead, please contact your centre team for replacement options.

Due to the possibility of a forced closure due to COVID restrictions, term payments will not be available. We expect term payments to be available again from Term 4 2020. Only monthly payment will be offered in the interim.

New Enrolments

Enrolling into a class is considered acceptance/acknowledgement of having read and understood the terms and conditions of service. Places are only secured once payment has been received.

Re enrolling/Rollover to the next term

Currently enrolled students are offered first preference to roll over their booking into the following term. A fee schedule is released, usually three weeks prior to the end of the current term that will indicate the new term dates and fees. To confirm re-enrolment, payment must be received no later than one week before the end of the current block. If payment has not been received by this time, the position will be deemed vacant and available to other applicants who are interested in securing the position. If you do not wish to re-enrol, we kindly ask that you notify the office.

Non Transferable

Any credits issued to a family due to situations such as prolonged illness or injury are only transferable to siblings.

Request for lesson changes

While every effort is made to accommodate requests for change, it is dependent on the availability of vacancies and no guarantee can be given to accommodate requests .

Perpetual Enrolment

Your child's bookings is ongoing until you notify us that you wish to cancel or fail to pay an invoice.

Payment Methods

Payments can be made online via your customer account or in person at the swim centre.

Online (Customer Account)

- Automatic bill payment (Direct Debit)
- Manual bill payment (Each invoice must be authorised and paid individually)

If you choose to pay invoices manually or in person please ensure the automatic payments feature has been **disabled** in your customers account.

If there are insufficient funds in your nominated bank account or credit card to meet the debit payment, you may incur a penalty.

In Person (Swim Centre Reception)

- Eftpos (Visa Card, Mastercard, Cheque or Savings Account)
- Cash

Billing Cycle

You can choose to be billed by the Term or Monthly

- Term – temporarily unavailable during Covid-19 due to uncertainty about forced closures.
- Monthly - Invoices are processed on the 1st of every month. The invoice amount will depend on the number of classes that occur in each calendar month. If your initial enrolment commences midway through the month your fees are prorated accordingly.

If your lesson falls on a public holiday your fees will be reduced accordingly or conversely if you change from a day which included a public holiday you may need to pay for the additional lesson.

Cancellation of Enrolment

Notice of your cancellation is required before the 1st of the month, to ensure no further payments are processed against your account for the respective month.

Missed Lessons

If you are unable to attend a lesson and notify the swim school before the starting time of the class you may be entitled to a make-up lesson. If no notification is received prior to the start of the lesson then no make-up lesson is available. Providing early notification of absenteeism will allow a greater opportunity for others including you to utilise the make-up service.

Make-up Lessons

Students are eligible for a maximum of three (3) make-up classes per term.

The following make-up conditions apply:

- Notification of absenteeism must be received by us before the starting time of the lesson
- Once booked, a make-up class cannot be rescheduled and if missed is deemed to have been used
- Make-up lessons expire 3 months from the date of the missed class. Please note the 3 months includes any period the facility is closed (ie school holidays)
- Make-up lessons are subjected to availability – please note there is no guarantee a suitable make-up time will be available
- Make-up lessons are not transferable to other family members and can not be offset against invoices or liabilities

Covid 19 Makeups

Covid-19 Make-up lessons expire 1 year from the date of the missed class. Covid-19 makeups are not limited to 3 per term.

Public Holidays

Lessons are not conducted on public holidays. Payments are adjusted accordingly.

School Holidays & Christmas Holidays (public school calendar)

Traditionally John Carew Swim School is closed over the school holidays. The swim school usually operates for an extra week into the Christmas school holidays in term 4. The centre then re-opens in the new year a week before school returns. This week is scheduled as a “Booster Week” before the usual class timetable resumes. Please refer to our annual calendar online or in the customer portal for any changes.

Family Discounts

Family with three or more siblings enrolled in a term are entitled to a discount on fees:

- 20% off the 3rd child’s enrolment fee
- 30% off the 4th child’s enrolment fee
- Fee Lessons for the 5th child (1 lesson per week only)

Refunds

All fees are non-refundable once the term has commenced unless we agree extenuating circumstance are applicable. In the event of a major illness or injury then a credit can be provided to a family for use at a later stage. This requires a medical certificate (this certificate must state the dates of unattended lessons). Credits will not be issued for any person other than the enrolled student stated on the medical certificate. Any refund approved will be calculated from the date the request is made.

The deemed lessons used will be charged at the monthly rate and an administration fee of \$25 will be deducted from all refunds.

Parent or Guardian Responsibility

Children remain the responsibility of their Parent/Guardian at all times. Even though teachers will share in this responsibility during lessons, we ask that Parents/Guardians never leave the centre during this time.

Swimming Attire

All students who are not fully toilet trained must wear correct aqua nappies whilst in the pool. All students (Except babies) must wear a swim cap. It is recommended that all students (Except babies) wear goggles.

Teachers & Time Changes

The swim school reserves the right to cancel or change classes and instructors or move students if the need arises. We strive and understand the benefits of maintaining consistency with instructors but this is not always possible and we endeavour to minimise any changes.

Parental Supervision

It is the condition of entry that all children must be accompanied by a parent or guardian whilst at the centre. Children will not be accepted into lessons if a parent or guardian is absent. Children must be collected by the parent or guardian over the age of sixteen (16) at the conclusion of every lesson.

Media Policy

John Carew Swim School places great importance on the privacy of our customers. From time to time we use photographs and videos of lessons, events or centre operations for promotional purposes. In cases where we wish to use up close images or a photograph/video that focuses on the specifics of a child or parent (as opposed to group, scenic or facility shots) we will always ask for consent from our customers. While John Carew Swim School retains the ownership of this media and the right to use it, any request from our customers to remove images from our digital media will be done so immediately.

As we welcome our customers to take photography or video of their child at swimming lessons, we do so with the following agreements in place:

- you may only photograph/video children you are responsible for
- no photos or video can be taken in change rooms or bathrooms or shower areas
- where you are concerned with photos / video being taken by another person please raise this with us immediately. Once raised with our team this will be addressed using established procedures to help protect your privacy
- teachers have the right not to be photographed/filmed if they request
- filming large portions or entire lessons is not permitted
- we also reserve the right to inspect, stop or delete any images/video material if we suspect inappropriate photography

John Carew Swim School reserves the right, at its sole discretion, to modify the facilities, services, fees or to modify these terms, at any time and without prior notice. By continuing with John Carew Swim School services after these terms are updated, you are indicating that you agree to be bound by the updated terms.

Privacy Statement

Any personal information collected by John Carew Swim School is used for operational purposes to provide and improve on the aquatic services we can provide to our customers. Information such as medical details is required for safety reasons and to assist the individual's needs and abilities of our students. The information is only used for the abovementioned reasons and in accordance with the Information Privacy Act.