

SWIM WITH A SMILE'S TERMS & CONDITIONS

This is a legal agreement between you and Petrina Liyanage trading as Swim with a Smile (hereunder referred to as "we", "our" or "us"). By enrolling and making payment of a swimming course ("Courses") with us, you are deemed to have accepted these Terms and Conditions.

1. Enrolment

- 1.1. The provision of our Courses is subject to availability. If at the time of receiving an enrolment request from you we are not in a position to provide the Course requested (e.g. where we are unable to service your geographical area or that our instructors are fully booked), then we are under no obligation to accept your enrolment.
- 1.2. If you are under the age of 18 years, we will require from you written parent/guardian consent before we can confirm your enrolment.

2. Course Fees

- 2.1. You are required to make full payment of the course fees as posted on our website (<http://www.swimwithasmile.com>) at the time of your enrolment.
- 2.2. If you choose to pay by electronic transfer, please instruct your bank to charge all costs to you in order to avoid a shortfall in the amount that we receive. If there is a shortfall, we will require payment of the shortfall prior to commencement of the lessons.

3. Course Period

- 3.1. You are required to complete your Course within the following timeframes:

Courses	Timeframe to complete the Course
For a 4 lessons Course	2 months from the date of the payment
For a 10 lessons Course	3 months from the date of the payment

Please inform us at the time of booking if you require an extension of the above timeframes to complete the scheduled Course. Any such extension is subject to our confirmation in writing.

- 3.2. If you do not complete your Course within the specified timeframe, then any unused lessons within your Course will be forfeited.

4. Courses purchased as a Gift

- 4.1. If the Course is purchased as a gift, you are required to provide the student a copy of this terms and conditions and arrange for an acknowledgement to be signed by the student confirming his or her acceptances of these terms and conditions. A lesson can only be scheduled after receipt of the signed acknowledgment from the student.
- 4.2. Lesson(s) purchased as a gift must be undertaken within 3 months from the date of purchase, otherwise the Course will be forfeited and no refund will be provided.

5. Medical Condition

- 5.1. It is your responsibility to inform us at the time of enrolment of any relevant Medical Conditions. Where applicable we may request from you further details of your medical condition and/or any medical action plan as prescribed by your doctor.
- 5.2. For health and safety reasons, we reserve our rights to decline your enrolment if we form the view that you are not fit to swim or that we are unable to administer any medical action plan required for your condition.
- 5.3. In the event of a medical emergency, you authorise us to obtain medical assistance for you as deemed necessary, and you agree to reimburse us of all medical expenses incurred by us.
- 5.4. If you choose to conduct your lesson at a hydrotherapy or heated pool, then it is your responsibility to consult your medical professional (if applicable) to satisfy yourself that the use of such pools does not pose a health risk to you (e.g. if you are pregnant). When using this type of pool, it is also your responsibility to ensure you remain hydrated throughout the lesson.

6. Locations for your Course

- 6.1. At the time of enrolment you are required to advise us of the location of the pool you would like to undertake your lessons. The pool can either be a leased pool (see our website for location details) or a Home/Apartment Pool (please note that lessons cannot be conducted at a public pool due to their policies).
- 6.2. Except with our agreement, the pool location cannot be varied during the duration of the Course.

7. Lessons conducted at a Home/Apartment Pool

- 7.1. It is your responsibility in providing a safe environment for the lessons to be conducted at your Home/Apartment Pool.
- 7.2. It is your responsibility to ensure there is current public liability insurance (and other relevant insurance) in place to cover any accidents that may occur at your

Home/Apartment Pool. This will include and cover any guest or other students that you have invited to attend the lesson at your Home/Apartment Pool.

- 7.3. Where the Home/Apartment Pool is located within a Strata Complex, it is your responsibility to ensure any strata approval for the use of the pool for a private swimming lesson is obtained prior to the time of lesson. If a lesson is required to be cancelled because such approval has not been obtained then no refund will be provided.
- 7.4. It is your responsibility to ensure there is free and legal parking available to our instructors at the Home/Apartment Pool location (the parking needs to be within 100 metres from the Home/Apartment Pool). If there is a charge associated with the parking, then you will agree to reimburse us of any such charges.
- 7.5. Your lesson(s) at the Home/Apartment Pool will be forfeited if:
 - (i) Our instructor perceives a threat or implied threat of harm or violence;
 - (ii) Our instructor forms the view that the Home/Apartment Pool is unsafe for the lesson to be conducted; or
 - (iii) There is no legal and free parking within 100 metres from the location of the Home/Apartment Pool (or if you refuse to reimburse our instructors of the charges associated with the parking).

8. Lessons conducted at a Leased Pool

- 8.1. It is your responsibility to ensure you do not cause any damage to the premise, the pool or any equipment at the premise.
- 8.2. It is your responsibility to ensure proper swimwear is worn during your lesson at the leased pool. If your swimwear is deemed unfit by our instructor, we may cancel your lesson and no refunds will be provided.
- 8.3. In circumstances where you have caused a damage to the premise, the pool or any equipment at the premise, then you agree to indemnify us of:
 - (i) All costs associated with repairing or restoring the licensed pool to its original condition; and
 - (ii) Our loss of income suffered as a result of not being able to use the licensed pool for the time it is being repaired or restored.
 - (iii) All third party claims arising from and as a result of your actions and the damages caused by you.
- 8.4. We may, at our discretion, offset (in whole or in part) any damages or loss of income payable by you under Clause 8.3 against the course fee you have paid us.
- 8.5. Permitted Use of the Leased Pool

- (i) You are permitted to use the pool strictly for the purpose of undertaking the scheduled lessons.
- (ii) Any family or guests present during the lesson will not be allowed to enter the pool.
- (iii) You must not enter the Leased Pool until our instructor is present.
- (iv) It is your responsibility to ensure your personal belongings are kept safe during your lesson. We do not accept responsibility for any loss or damage to your personal belongings

9. Lesson Cancellation and Reschedules

9.1. Subject to Clause 9.4 below, you can cancel and reschedule a lesson (without charge) provided the following prior notice is provided to us:

- (i) Where you are unavailable – 48 hours’ notice
- (ii) Where the pool is unfit or unavailable for use – 48 hours’ notice
- (iii) Where you are sick – 24 hours’ notice
- (iv) Where the weather is deemed unsuitable – we will contact you to cancel the lesson

9.2. For the purpose Clause 9.1.

- (i) A pool is deemed “unavailable” if it is not fit for use or there is an activity in the pool which prevents our lesson from taking place.
- (ii) The weather is deemed unsuitable if it is likely to raise safety issues to you and our instructor. We will contact you prior to the lesson to inform you of the cancelation (if you do not hear from us, then the lesson will proceed as scheduled). Please note that the weather will not be deemed unsuitable simply because it is raining.

9.3. For health and safety reasons, if on the day of the lesson our instructor forms the view that you are not fit to undertake the lesson, then we will cancel your lesson and no refund will be provided.

9.4. For the purpose of Clause 9.1, the maximum number of cancelation and reschedule allowed for a course are as follows:

Courses	Maximum number of cancellations and reschedules
For a 4 lessons course	2 reschedules
For a 10 lessons course	4 reschedules

10. Course Refund

10.1. We will not provide a refund of your course fee where:

- (i) you have simply changed your mind;
- (ii) you are unable to continue with the lessons because of a pre-existing medical condition that you have not disclosed to us at the time of enrolment (as required under clause 5.1);

10.2. We may terminate your Course if you have exceeded the maximum number of cancelation/scheduling allowed under clause 9.4. When this happens we will refund a pro-rata of your course fee for the number of unused lessons.

11. Product Refunds

11.1. Where you have purchased a swimming wear or equipment from us, then the manufacturer's warranty will apply to that item.

11.2. We will not provide a refund or exchange in circumstances where the manufacturer's warranty does not apply (e.g. change of mind).

Dated: 13 February 2017