

NEREIDS AQUATIC COACHING® PTY LTD

(ABN 81 616 976 848)

SWIMMING LESSON AGREEMENT

Thank you for choosing Nereids Swim School! Please read through this agreement and provide an electronic signature by checking the box on the form.

Our Contact Information:

Email: info@nereids.com.au

Tel: 02 9191 6142

Office Hours: Monday to Friday 9am-5pm

Policies & Procedures:

The following Terms of Use apply to the users of services that are provided by Nereids Aquatic Coaching Pty Ltd. Please read our Terms of Use and Cancellation Policy carefully. By using our Site and Services you agree to be bound by these Terms and our [Cancellation Policy](#).

1. Special Offers

Nereids Swim School announces periodically various offers. These offers can be redeemed only from the participants and cannot be exchanged with money.

For more information about our special offers, you may please visit our [website](#).

3. Lesson Packages

Our lessons structure is very flexible, allowing you the choice of booking as many lessons as you want, starting from 5 lessons. Thus, there is no need to book your lessons per school term.

For more information about our lesson fees, you may please visit our [website](#).

4. Booking Process

Once we receive your enrolment form, our team will match you with a hand-picked swim teacher who holds Australian swimming qualifications and has passed the necessary screening background (Police Check and Working with Children Check), and who can accommodate your requested days and hours.

A pre-payment of all lessons is necessary. A swimming lesson cannot be confirmed unless payment has been made.

All payments shall occur after Nereids swim school has assigned you with a swim teacher for your requested lessons package.

In case you want to conduct your swimming lessons in the public pool, you agree to cover the cost of entry for yourself and the teacher.

Time slots in our scheduling system are allotted on a first come first served basis. Demand can be high, especially during spring and summer, thus completing your booking process promptly is advised.

5. Child Safe Code of Conduct

Nereids Aquatic Coaching is a child safe organisation: we are committed to being a safe environment for children and young people. To ensure that, we have a child safe policy and code of conduct in place.

The following applies to all parents and guardians and must be adhered to at all times:

- Supervise your child's swimming lessons at all times
- Ensure the pool and surrounding areas are safe and all hazards removed
- Ensure that your child changes clothes in a private space

We expect all of our clients to follow the above code of conduct. Failure to do so will result in discontinuing the child's lesson immediately.

6. Safety and Lesson Procedures

- i. The pool and enclosed area must be checked for safety prior to commencement of each swimming lesson. Any potentially dangerous obstacles or spiders must be removed from the pool prior to the commencement of each swim lesson.
- ii. Water quality and appropriate chlorination must be checked by parents. Their suitability will be assessed by Nereids' swim teachers.
- iii. A First Aid kit must be readily available near the swimming pool.
- iv. Children who will be attending swimming lessons must be instructed on the importance of water safety procedures when being in and around a pool and adhere to the rules set up by Nereids' swim teachers.
- v. In cases of simultaneous participation of more than one child in a swimming lessons class, the following requirements exist:
 - a. parents must be present for supervising their child(ren).
 - b. swim teachers must watch regularly the swimmers who wait for their turn.
 - c. all swimmers who wait for their turn must sit on the top two steps and not move off these steps under any circumstances. This requirement must be made clear to the awaiting swimmers, by both the swim teacher and the parents.
- vi. In any case of children not adhering to the proposed instructions, they will be required to leave the pool until they fully adhere to these instructions.
- vii. Any running within the pool area is not permitted.
- viii. Any diving or jumping into the pool can take place only when the swim teacher of Nereids asks for that and only in the deep end of the pool.
- ix. The only children that are entitled to be in the swimming pool are the children that take part in a swimming lesson.
- x. Covid-19 Safety Measures (when in place by the government):
 - a. Please respect the safe distancing recommendations from our teacher and explain to your child/ren why this is important
 - b. Please measure yours (adult students) or your kid's temperature prior each swimming lesson
 - c. Please be [symptom free](#) for 24 hours prior each lesson
- xi. After the end of each swimming lesson, all children must leave the pool and the pool area, and the pool gate must be closed.

- xii. Each pool is to display CRP signage and comply with the council regulations in accordance with the Swimming Pools Act (1992).
- xiii. In the case of a thunderstorm or any electrical activity, lessons must be immediately suspended.

7. Cancellation Policy



At Nereids Aquatic Coaching, we offer you the flexibility to use your booked lessons as credits and schedule them in our system as you go with at least 24 hours prior each lesson. This means you can schedule:

- As you go (one at the time or more) with at least 24 hours prior each lesson: this option gives you more flexibility and control to avoid cancellation fees but you might not always find the spot that you want
- As many lessons as possible weeks in advance: this option secures your preferred dates/times with our teacher but with the risk that the lesson might be forfeited in case of a cancellation. This option is recommended especially during the high season due to high demand for our services.

Once your lessons are scheduled in our system, then the cancellation policy applies as our teacher is committed to deliver the lessons for you.

Thus, please schedule only the lessons that you can commit to and avoid any cancellation penalties.

Please note!!

-  We do conduct a swimming lesson in the rain, especially during mid-summer. After all, we all get wet while swimming!
-  The cancellation of any lesson is completely in your hands unless the conditions are deemed unsafe by your teacher. However, to ensure we are consistent and fair with all of our clients and teachers, the policy we have put in place on cancellations can be seen below:
 - i. You are entitled to maximum of 1 free cancellation for every 5 booked lessons. This applies only for the lessons which you have already scheduled in our system.
 - In the event of such a cancellation, with at least 24 hours' notice, we will schedule a make-up lesson to occur at a time that suits both you and your instructor. In the event of a cancellation with less than 24 hours' notice, your lesson will be forfeited, and no make-up lesson will be offered, even in poor weather conditions*
 - Cancellations due to illness will be accepted if made at least 6 hours prior to a lesson.

Any more cancellations beyond the 1 per 5 booked lessons will be forfeited. Alternatively, to avoid charges for the lesson or losing your free cancellation, we offer you the flexibility to:

- Move it to a different time at the same day if the teacher is available
- Give it as a gift to a friend, at the same day in a nearby location

- ii. If your instructor is unable to conduct the lesson at the scheduled time, we will advise you as soon as possible. We will either provide a replacement instructor or reschedule your lesson for a later date.
- iii. If a group or back-to-back lesson is to take place and someone pulls out, no make-up swimming lesson or credits will be offered. In such case, the lesson will be conducted by the remaining student/s.
- iv. If during your lesson time, the instructor assesses that the weather is unsuitable* for swimming, your remaining lesson time will be added to your future lessons.
- v. If you wish to cancel your scheduled lesson, you will need to inform the teacher directly as soon as possible. Then please complete the cancellation online via our scheduling website.

**Lessons will not be cancelled due to rainy day as our instructors can teach well even if it is raining. Cancellation may occur in case of thunderstorms for safety reasons or exceptionally low temperatures (if outdoor). The weather is assessed in real time by your instructor as weather forecasts are not always accurate.*

8. Satisfaction/Money Back Guarantee

If at any time you feel our teacher is not the right fit for you - we will replace the teacher with another one.

If you are not satisfied with the 1st lesson - we will replace the teacher & restart your package. If for any reason we are not able to replace the teacher within 30 days, you may request a full refund.

For taking advantage of our Satisfaction Guarantee Policy, please e-mail us at: info@nereids.com.au

We value your feedback.

9. Refunds/Credits

If you want to pause your swimming lessons for any reason, they will remain as credits in your account and will expire after 12 months of your purchase.

If you do not wish to continue your lessons, then your credits can be gifted to another individual who is not the original purchaser.

In case that none of the above options are possible and you have reasonable ground for a refund and not due to change of mind, then we will refund you the remaining lesson fees if your lessons were purchased within 30 days of the date of your refund request. After 30 days of your purchase, all remaining lessons are only available for Nereids credit. These credits expire after 12 months of your purchase.

In case of a refund, \$100 cancellation fee will be charged. The cancellation fee is not applied for our satisfaction guarantee.

Refunds will not be provided to Nereids clients who attempt to solicit a Nereids instructor.

Nereids Aquatic Coaching reserves the right to charge an administration fee to recoup credit card fees associated with any refunds.

10. Matching Students with Swim Teachers

Location, availability, age and the level of swimming competence will determine the matching between our students and our swim teachers.

11. Nereids Swim Teachers

All Nereids swim teachers passed a rigorous hiring process. In addition, they hold the following certificates:

- Australian swimming certificate
- CPR
- First Aid
- Police Check
- Working with Children Check

Whilst every effort will be made to supply you or your child with the same teachers, we retain the right to provide a substitute teacher.

If a swimming teacher is unable to attend the scheduled lesson due to sickness or leave, a replacement teacher will be scheduled, and the appropriate notification sent.

12. Insurance Protection

Nereids Aquatic Coaching Pty Ltd covers you with a multimillion-dollar insurance policy so that you can enjoy your lessons with peace of mind!

Below are the details of our insurance coverage:

- i. General Liability & Product Hazard Insurance \$10,000,000 (10 million) any one occurrence.
- ii. Professional Indemnity Insurance \$5,000,000 (5 million) any one occurrence.

The management of some apartment complex might require providing them our insurance prior commencing your lessons in their pool. In that case, please feel free to request our certificate of insurance.

13. Students' Preparation Prior Each Lesson

Our students should be present and dressed in a swimsuit at the location where their lesson will take place at the scheduled start time. The lesson will end at the scheduled finish time. Any possible late arrival of the student at the location where their lesson will take place will not alter the finish time of the lesson.

14. Medical

- i. You have been examined by a licensed medical ("Practitioner") within the past six 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 Nereids Aquatic Coaching Program.

- ii. When you sign our terms of use, you take responsibility for the fact that, should you answer 'yes' regarding any medical conditions you or your child might have, you've checked things out with your Practitioner before starting with us. This responsibility is passed on to any other parent or carer who might bring your child to swimming.
- iii. Medical conditions must be disclosed to Nereids Aquatic Coaching regarding the health of you, your child or those who you have placed your child in care with for the purpose of attending swimming sessions. All information received is treated in confidence and with sensitivity.
- iv. If your child has a heavy cold, sinusitis or an ear infection, we recommend they do not swim. Please see Cancellation policy for more information.
- v. Following on from sickness, we request your child be clear of any symptoms for 48 hours prior to attendance at class.
- vi. Adults and children must not swim if they have had a diarrhea in the past 14 days.
- vii. If a swimmer has broken a limb, requires an operation or has been given a medical reason why they cannot attend the remaining lessons, then we will consider transferring the credits of the remaining lessons. This is subject to a doctor's note being received. Only the number of lessons remaining from the package will be held and carried over and the lessons cannot be backdated for missed lessons.
- viii. Covid-19 Safety Measures:
 - a. Please respect the safe distancing recommendations of at least 2 meters from our teacher and explain to your child/ren why this is important
 - b. Please measure yours (adult students) or your kid's temperature prior each swimming lesson
 - c. Please be [symptom free](#) for 24 hours prior each lesson

14. Consent & Assumption of Risk

- * This Informed Consent & Assumption of Risk Form, together with the Schedule of Details, set out in this document, comprise the contract for swimming lessons from *Nereids Aquatic Coaching Pty Ltd (ABN 81 616 976 848)* (Contract).
- * The Schedule of Details forms part of and is incorporated into this Contract.
- * If you do not agree to sign this Assumption of Risk Form, you cannot take swimming lessons from NAC and if payment has already been made, the party that made the payment will be provided with a refund.

NOTE: The *Competition and Consumer Act 2010* and the Australian Consumer Law (ACL) includes a guarantee of due care and skill as it relates to the supply of services to consumers. To the extent that the guarantee of due care and skill (or any other guarantee under the ACL) applies to this Contract, it cannot be excluded and it is not excluded by this contract.

- i. The CUSTOMER acknowledges and agrees that swimming lessons, including the use of a swimming pool, (WATER ACTIVITIES), is an inherently dangerous recreational activity, and carries with it inherent risk, including the risk of personal injury or death. The Customer accepts those risks and also undertakes to advise all children and minors under the age of 18 under their supervision and/or guardianship of these risks and dangers prior to taking swimming lessons.
- ii. The CUSTOMER has considered the CUSTOMER'S own health and ability to engage in the WATER ACTIVITIES and agrees to disclose any pre-existing

- medical, health or other condition (including pregnancy) that may cause the CUSTOMER or any other person to suffer injury or aggravate a pre-existing medical condition. The CUSTOMER acknowledges that *Nereids Aquatic Coaching Pty Ltd*, and its directors, employees, contractors, teachers, officers and agents (hereafter collectively referred to as NAC) rely on the information provided by the CUSTOMER in allowing the CUSTOMER to engage in the WATER ACTIVITIES, and the CUSTOMER guarantees and promises that all such information the CUSTOMER has provided is accurate and complete.
- iii. The CUSTOMER understands and acknowledges the dangers associated with the consumption of alcohol, drugs, medication or any mind altering substance before or during any WATER ACTIVITIES, and the CUSTOMER accepts full responsibility and liability for personal injury, death or loss, either they or another person, including NAC, suffers or incurs, which is in any way connected with the WATER ACTIVITIES and the CUSTOMER'S consumption of alcohol, drugs, medication or any other mind altering substance either before or during the WATER ACTIVITIES. In this Contract "loss" refers to loss of income and/or loss of future earnings.
 - iv. The CUSTOMER agrees to obey and comply with all rules and directions made or given by NAC in connection with the WATER ACTIVITIES. If a CUSTOMER fails to comply with such rules and/or directions, the CUSTOMER will not be permitted to continue with the WATER ACTIVITIES, and no refund will be given.
 - v. All CUSTOMERS under the age of 18 MUST be accompanied by a responsible person over the age of 18 years for the duration of all WATER ACTIVITIES.
 - vi. The CUSTOMER accepts all risks associated with the WATER ACTIVITIES including the possibility of personal injury, death or loss.
 - vii. The CUSTOMER acknowledges and agrees that, to the extent permitted by law, NAC shall not be liable for any personal injury, death or loss, suffered or incurred by the CUSTOMER or by any other person, arising from or in connection with the WATER ACTIVITIES, regardless of whether such personal injury, death or loss was caused directly or indirectly by any act or omission of NAC, including the negligence of NAC (but excluding the reckless conduct of NAC). In this context, the CUSTOMER unconditionally releases, indemnifies and holds harmless NAC from any and all claims and liabilities for any personal injury, death or loss, arising from or in connection with the WATER ACTIVITIES. This clause, and the indemnities in clauses 7 and 8 of this Contract, do not apply if the injury, death or loss is caused by the reckless conduct of NAC.
 - viii. NAC does not accept responsibility for any damage or loss of property or articles left on the premises (whether being worn or left in the pool/changing rooms) or within the grounds/car park of the premises.
 - ix. The CUSTOMER agrees to indemnify and hold harmless NAC against any and all claims made by, or on behalf of, any other person against NAC in respect of any personal injury, death or loss, arising out of or in connection with the CUSTOMER'S failure to comply with this Contract and/or NAC'S rules and/or directions.
 - x. The CUSTOMER agrees to indemnify and hold harmless NAC against any and all claims made by or on behalf of the CUSTOMER or any other person in respect of any personal injury, death or loss, arising from or in connection with the CUSTOMER'S participation in the WATER ACTIVITIES.
 - xi. Notwithstanding that the CUSTOMER has released NAC from liability, in the event that the CUSTOMER wishes, or elects, to bring proceedings against NAC,

- the CUSTOMER agrees to bring those proceedings in the exclusive jurisdiction of New South Wales in Australia, and no other jurisdiction.
- xii. To the extent permitted by law, the CUSTOMER acknowledges and agrees that all warranties and covenants whether imported or expressed by law, and whether in law, equity, under statute or otherwise, are hereby excluded.
 - xiii. If the CUSTOMER or any other person suffers any injury or illness during the WATER ACTIVITIES, the CUSTOMER agrees that NAC may provide evacuation, first-aid and medical treatment. The CUSTOMER'S acceptance of these terms and conditions constitutes the CUSTOMER'S consent to such evacuation, first-aid and/or medical treatment being provided. All accidents, personal injuries, loss of valuables or damage must be reported by the CUSTOMER to NAC at the conclusion of the WATER ACTIVITIES.
 - xiv. The CUSTOMER acknowledges that it has read and accepts NAC'S Terms and Conditions.

I, being the Customer signing this Swimming Lessons Agreement, understand that I have given up substantial rights by electronically signing this Informed Consent & Assumption of Risk Form. I sign the Informed Consent & Assumption of Risk Form freely and voluntarily, without any inducement made to me and intend my signature to be a complete and unconditional release of the liability of NAC, caused by the negligence or otherwise (but excluding reckless conduct) of NAC arising from or in connection with the WATER ACTIVITIES, to the extent permitted by law.

Where I sign on behalf of a minor(s) or adults with intellectual disability, I represent that I have authority to sign and enter into this Informed Consent & Assumption of Risk Form on their behalf and that I have explained to the minor(s) that the WATER ACTIVITIES, and swimming generally, is an inherently dangerous recreational activity and carries with it the risk of personal injury or death.

I acknowledge and agree that I have read, fully understand, and agree to be bound by this Contract and this Informed Consent & Assumption of Risk Form.

15. Trademarks and Copyrights

All trademarks, lesson plans and methods, trade names, logos and graphics used in our Services or on the Site are registered or unregistered trademarks of Nereids Aquatic Coaching® Pty Ltd. Unauthorised use of any trademarks, lesson plans, trade names and logos used on the site is prohibited, without the permission of Nereids Swim School.

Unauthorized use may be a violation of federal and international trademark laws. You acknowledge that you do not acquire any ownership rights by using our Site and Services.

16. Links to Other Websites

Any links to other third-party websites are provided for your convenience only and are not governed by Nereids Aquatic Coaching Pty Ltd Terms of Use. Any use of these third-party websites and services is at your own risk and Nereids Aquatic Coaching Pty Ltd will not be held liable for you using their websites and/or hiring their services.

17. Non-solicitation Agreement

The customer (parent/student) relationship is with Nereids Aquatic Coaching Pty Ltd exclusively.

In order to protect the business of Nereids and any related body corporate of it, (where “related body corporate” has the meaning given in the Corporations Act 2001 (Cth), the terms contained in this clause are essential terms of this services agreement entered by you with Nereids.

You may not, either directly or indirectly, on your own account or on behalf of any other person, during the period of services provided to you by Nereids, and for a period of 24 months after the last swimming lesson provided by any of our teachers to you, for whatever reason:

- a) perform, or cause to be performed, in any capacity, and by whatever means, any type of swimming lessons, or related business or services, with any employee or contractor of Nereids, without Nereids previous knowledge and consent;
- b) canvass, solicit or endeavour to entice from Nereids any of its employees or contractors that is or was a swimming teacher of Nereids;
- c) canvass, solicit or endeavour to entice any employee or contractor of Nereids to terminate their contracts of employment or services engagement with the Nereids with the purpose of them providing swimming tuition services to you directly;
- d) interfere or seek to interfere with the relationship between Nereids and its current customers, suppliers, employees or contractors; or
- e) induce any other person to perform any of the acts specified in the above clauses 17 (a) to (d).

You acknowledge that any breach by you of this clause would cause irreparable harm and significant damage to the business of Nereids and, accordingly, that Nereids has the right to seek and obtain immediate relief in relation to any such breach, which may include, amongst others, sending you a tax invoice for the services provided by the Nereids employee or contractor (or previous employee or contractor) without Nereids previous knowledge and consent.

You acknowledge that the covenants in respect of non-solicitation contained in this clause are fair and reasonable and that Nereids is relying upon this acknowledgement in entering into this services agreement with you.

18. Updates to the Terms

Nereids swim school terms of use may be occasionally updated. In case of such changes, there will be an updated copy on our website. Please keep an eye on our website for any possible updates. Continuing using our website and services means that you agree to bound with the updated terms as amended.

19. Electronic Signature

This Swimming Lessons Agreement between Nereids Aquatic Coaching Pty Ltd and you, is an electronic contract and has the same validity as a handwritten contract. It governs your use of and access to the Nereids Aquatic Coaching website and the services.

You acknowledge that you understand and agree to be legally bound by the Swimming Lessons Agreement and the terms, conditions and notices contained or referenced herein by

agreeing to the Swimming Lessons Agreement when completing the swimming lessons registration form and by checking the box.

By checking the box, you create an electronic signature which is equally effective and legally forcible as a handwritten signature.