



Terms and Conditions

Water Safety and Swimming Education at St Peter's Aquatic Centre, Caboolture

These terms and conditions apply upon acceptance of any booking made by a State or non-State school (**'Customer'**) for Water Safety and Swimming Education goods and services (**'Program'**) delivered by the St Peter's Aquatic Centre, which is operated by St Peter's Catholic Primary School, Caboolture (**'we, 'us', 'our'**), a Brisbane Catholic Education school.

1. Swimming Supervision

Class size and ratios may vary depending on student competency.

St Peter's Aquatic Centre is a member of Swim Schools Australia and will provide staff supervision of participants in line with the following supervision ratios, or those otherwise recommended from time to time:

- Beginner - 1:10;
- Intermediate - 1:12; and
- Advanced - 1:15.

At least one teacher and one teacher aide employed by Customers must be in attendance during every Program lesson and actively supervising all participating students at all times. Customers are responsible for ensuring there is adequate supervision of all participating students who attend our facilities.

2. Instructor Qualifications

All swimming instructors will hold an appropriate qualification, current First Aid and CPR certification, and a valid Blue Card.

3. Child and Youth Risk Management Strategy

All St Peter's Aquatic Centre staff operate under the St Peter's Catholic Primary School [Child and Youth Risk Management Strategy](#). Further information about BCE's student protection processes, including how to raise any concern or make a complaint, can be found via [Complaints Procedure for Non-compliance with Student Protection Processes](#).

4. Program

Program Services will be delivered in line with [Queensland Department of Education](#) sequence of competencies for water safety and swimming. Activities delivered will be tailored to student skill level and abilities, as identified by qualified instructors.

5. Safety and Risk Management

Customers must confirm final student numbers no later than four weeks prior to the commencement of any booked Program Services. This allows us time to arrange appropriate staffing for the booked lesson block(s). Once confirmed and subject to clause 8, no changes may be made to final numbers without our prior consent. Whilst we will consider any changes to bookings that are reasonably requested or required, we cannot guarantee that these will always be accommodated.

All students will undergo a skills test by our qualified instructors prior to participating in our Program and will be grouped according to ability.

If a student is identified by our qualified staff as displaying any behaviours that are or may present an unreasonable risk to the health or safety of other swimmers, they will be asked to leave the water.

Customers and their staff will be responsible for the general supervision and behaviour of all participating students at all times.

Customers must inform us of all medical or health conditions that may impact their students' safe participation in any Program or impact the safety of other children or staff. A failure to do so may impact on their child's ability to access our Program. If a child is suffering from any gastrointestinal or otherwise contagious illness, we request that they remain at home and not attend lessons while they are unwell.

Customers must also inform us of any reasonable adjustments that may be required for any students with a disability(s).

In the event of a student incident that necessitates pool closure and decontamination processes to ensure water safety, all confirmed student fees remain payable, and the cost of any alternative lesson time requirements must be met by the Customer.

Customers will be primarily responsible for the management of any student medical or health requirements. All Aquatic Centre instructors are all trained in First Aid and Emergency Response.

Customers must ensure that all their personnel and invitees comply with all reasonable directions, policies and procedures notified to them by us in relation to the safety, security and operational requirements for our facilities.

Customers and/or their personnel may be asked to leave the pool area if their conduct is rude, offensive or threatening, or we reasonably believe such conduct does or may impact on the health, safety or security of staff, or any other attendee.

If there is a failure to comply with any direction, policy or procedure notified by us, we may:

- (a) direct a Customer and/or their attendee(s) to leave our premises to leave the premises; and/or
- (b) if the failure is material or serious, immediately terminate the agreement for the supply of any Program by giving notice.

We will act reasonably in deciding what action to take in response to any failure mentioned above.

For further details on how we manage risk for this program, Customers may request a copy of our risk assessment.

Parents are not permitted to attend the St Peter's Aquatic Centre without our prior written consent, which will not be unreasonably withheld.

6. Swimming Equipment

To aid with the health and safety of all patrons, and to ensure our water quality is maintained to the highest standard, all children must wear a swim cap.

Goggles are also strongly recommended, especially for those children who experience difficulty putting their eyes in the water. Students should bring their own goggles if they intend to use them.

7. Pricing and Payment Terms

30-minute swim lessons are charged at \$11.00 per lesson per student.

The Aquatic Centre will accept Customer bookings upon receipt of a non-refundable \$500 deposit. Upon acceptance of a Customer's booking, the Customer agrees to be bound by these terms and conditions.

Upon confirmation of student numbers and subject to clauses 5 and 8:

- (a) no changes to a Customer's booking may be made without our consent; and
- (b) all fees payable are non-refundable.

Invoices for Program lessons will be issued within 7 days of the end of the booked Program block and must be paid within 30 days of the date of invoice.

8. Limitation of Liability and Indemnity

Nothing in these terms and conditions excludes, restricts or modifies the application of any mandatory provision, the exercise of any right or remedy, or the imposition of any liability, implied or conferred under the Australian Consumer Law or any other statute,

the exclusion, restriction or modification of which would contravene that statute or cause any term of this agreement to be void (**Non-excludable Obligation**).

Except in relation to Non-excludable Obligations, all conditions, warranties, guarantees, rights, remedies, or liabilities which are implied or conferred by statute, custom, or the general law, are excluded.

Neither party will be liable to the other whether in contract, tort (including negligence) or otherwise in connection with any agreement to which these terms and conditions apply, for any loss or damage to the extent that the other party caused or contributed to it.

A party who suffers any loss or damage in connection with any agreement to which these terms and conditions apply, must take reasonable steps to mitigate its loss or damage. The other party will not be responsible for any loss or damage to the extent that the injured party could have avoided or reduced the amount of the loss or damage by taking reasonable steps to mitigate.

Our liability to Customers in connection with any Program goods or services supplied is limited to the fees paid by them.

We will not be liable for any loss, theft or damage to personal property brought onto the premises by a Customer or their attendees. Any personal property brought upon the premises will be at the owner's risk.

The limitations and exclusions of liability above do not apply to:

- (a) any Non-Excludable Obligation;
- (b) personal injury, including sickness and death;
- (c) any fraudulent act or omission of the Customer or its personnel;
- (d) any liability the subject of an indemnity granted under these terms and conditions.

In relation to any Non-excludable Obligations, and except for services of a kind ordinarily acquired for personal, domestic or household use or consumption (in respect of which our liability is not so limited under this agreement), our liability to the Customer for a failure to comply with any Non-excludable Obligation, other than a major failure, is limited to (at our election):

- (a) supplying the relevant services again;
- (b) refunding the cost of supplying the relevant services again if it is fair and reasonable to do so.

Each Customer separately releases, discharges and indemnifies the Corporation of the Roman Catholic Archdiocese of Brisbane (**‘Corporation’**), inclusive of its officers, agents and employees (**‘Personnel’**) from any loss, damage, liability, cost or expense (including reasonable legal costs), suffered or incurred by them, whether in contract, tort (including negligence), or otherwise, in connection with any:

- (a) failure by the Customer or their personnel to comply with applicable laws in connection with any agreement to which these terms and conditions apply;
- (b) fraudulent or wilfully wrong act or omission of the Customer or their personnel in connection with any agreement to which these terms and conditions apply; and
- (c) claim by a third party arising out of any negligent act or omission of the Customer or their personnel in the performance of the Customer’s obligations under any agreement to which these terms and conditions apply.

Any indemnity granted pursuant to these terms and conditions will be proportionally reduced to the extent that any relevant loss, damage, liability, cost or expense is caused or contributed to by any unlawful act or omission of the Corporation or its Personnel.