RECOGNITION OF PRIOR LEARNING ENROLMENT FORM
AQUA INSTRUCTORS

PERSONAL DETAILS (enter your full name)

Mr / Mrs / Ms / Miss Given Name: _____ Surname: _____

Male / Female (circle) Date of Birth (day/month/year): _____ AUSTSWIM No (if applicable): _____

Phone: (Home) _____ (Mobile) _____

Email: _____

Residential Address

Address building/property name

Address

Suburb Postcode

State Country

Postal Address: (if different from above)

PO Box / Address

Suburb Postcode

State Country

EMERGENCY CONTACT & MEDICAL DETAILS (MUST BE COMPLETED)

Person to contact in case of an emergency: _____ Phone: _____

The course involves activities in both deep and shallow water, which require a reasonable level of fitness. Are there any known reasons, illness, disability, impairment or otherwise which may impact, limit, influence or restrict your participation in the course / workshop? No ☐ Yes ☐

If YES, please specify: _____

Unique Student Identifier

AUSTSWIM can be prevented from issuing you with a nationally recognised VET statement of attainment when you complete your course if you do not have a Unique Student Identifier (USI). If you have not yet obtained a USI you can apply for it directly at http://www.usi.gov.au/create-your-USI/. You are still able to attend a course without yet having done this.

Enter your Unique Student identifier (if you already have one) Unique student identifier: _____

Language and cultural diversity

1. **In which country were you born?**

   Australia ☐ Other – please specify ☐

2. **Do you speak a language other than English at home?**

   (If more than one language, indicate the one that is spoken most often)

   No, English only ☐ **English only – Go to question 4**

   Yes, other – please specify

3. **How well do you speak English?**

   Very well ☐ Well ☐ Not Well ☐ Not at all ☐

4. **Are you of Aboriginal or Torres Strait Islander origin?**

   (For persons of both Aboriginal and Torres Strait Islander origin, mark both 'Yes' boxes)

   No ☐ Yes, Torres Strait Islander ☐ Yes, Aboriginal ☐

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Disability

5. Do you consider yourself to have a disability, impairment or long-term condition?

Yes ☐ No ☐ **No – Go to question 7**

6. If you indicated the presence of a disability, impairment or long-term condition, please select the area(s) in the following list:

(You may indicate more than one area)

Hearing/deaf	☐	Acquired brain impairment	☐
Physical	☐	Vision	☐
Intellectual	☐	Medical condition	☐
Learning	☐	Mental illness	☐
Other (please specify)	☐		

Schooling

7. What is your highest COMPLETED school level? (Tick ONE box only)

Year 12 or equivalent	☐	Year 9 or equivalent	☐
Year 11 or equivalent	☐	Year 8 or below	☐
Year 10 or equivalent	☐	Never attended school **(go to Q9)**	☐

8. In which YEAR did you complete that school level?

_____

9. Are you still attending secondary school?

Yes ☐ No ☐

Previous qualifications achieved

10. Have you SUCCESSFULLY completed any of the following qualifications?

Yes ☐ No (got to Q12) ☐

11. If YES, then tick ANY applicable boxes.

Bachelor degree or higher degree	☐	Certificate III (or trade certificate)	☐
Advanced diploma or associate degree	☐	Certificate II	☐
Diploma (or associate diploma)	☐	Certificate I	☐
Certificate IV (or advanced certificate/technician)	☐	Certificates other than the above	☐

Employment

12. Of the following categories, which BEST describes your current employment status?

(**Tick ONE box only**)

Full-time employee	☐	Employed – unpaid worker in a family business	☐
Part-time employee	☐	Unemployed – seeking full-time work	☐
Self employed – not employing others	☐	Unemployed – seeking part-time work	☐
Employer	☐	Not employed – not seeking employment	☐

Study reason

13. Of the following categories, which BEST describes your main reason for undertaking this course/traineeship/apprenticeship? (Tick ONE box only)

To get a job	☐	It was a requirement of my job	☐
To develop my existing business	☐	I wanted extra skills for my job	☐
To start my own business	☐	To get into another course of study	☐
To try for a different career	☐	For personal interest or self-development	☐
To get a better job or promotion	☐	Other reasons	☐

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COURSE SELECTION

*All fees are GST exempt except those marked **

Note: Candidates must be 16 years of age or over to attend course. Accreditation cannot be issued until candidates become 17 years of age.

Course Type	Course Code	Course Fee	Attach copy of your RPL Evidence – Must be attached
WETS Aqua Instructor Course		$399	Statement of Attainment from Community Recreation Training Package **OR** International Certificate (International certificates will be reviewed on a case by case basis)
(Office Use Only) Account:		**TOTAL FEE:**	**$**

PAYMENT DETAILS

Tax Invoice - ABN 72 515 751 227

Payment must accompany the enrolment form. Please make cheques payable to AUSTSWIM Ltd. On completion, this is a Tax Invoice. Please retain a copy of your completed enrolment form for tax purposes

Cheque/Money Order ☐ **Credit Card – please debit my** ☐ **MasterCard** ☐ **Visa** ☐

Credit Card Number __ __ __ __ / __ __ __ __ / __ __ __ __ / __ __ __ __ Expiry Date: __ __ / __ __

Cardholder's Name: _____ Signature: _____ Date: _____

☐ **Please invoice (purchase order must be attached):**

_____ (Organisation) _____ Contact Name

*When using the AUSTSWIM Recognised Swim Centre discount please attach the voucher and facility name.

RETURN COMPLETED ENROLMENT FORM TO YOUR LOCAL BUSINESS CENTRE

AUSTSWIM SA BUSINESS CENTRE	AUSTSWIM QLD BUSINESS CENTRE	AUSTSWIM WA BUSINESS CENTRE	AUSTSWIM NSW BUSINESS CENTRE	AUSTSWIM VIC BUSINESS CENTRE
PO Box 321 Henley Beach SA 5022 Ph: 1300 885 666 or (08) 8354 0873 Fax: (08) 8353 3930 Email: sa@austswim.com.au	PO Box 631 Capalaba QLD 4157 Ph: 1300 885 666 or (07) 3245 3595 Fax: (07) 3390 3965 Email: qld@austswim.com.au	PO Box 491 Leederville WA 6902 Ph: 1300 885 666 or (08) 9328 2115 Fax: (08) 6272 0474 Email: wa@austswim.com.au	PO BOX 6241 Baulkham Hills NSW 2153 Ph: 1300 885 666 or (02) 9894 2077 Fax: (02) 8078 4254 Email: nsw@austswim.com.au	PO Box 466 Ringwood VIC 3134 Ph: 1300 885 666 or (03) 9870 4496 Fax: (03) 8456 6749 Email: vic@austswim.com.au

CANDIDATE DECLARATION

I have read, understood, acknowledge and agree to the terms and conditions below including the warning, assumption of risk, release and indemnity:

Name: ..... Signature: ..... Date: .....

***Where the applicant is under 18 years of age this declaration must also be signed by the applicant's parent or legal guardian:

I.....[insert name] of

.....[insert address] am the parent or guardian of the applicant.

I authorise and consent to the applicant undertaking the AUSTSWIM Course. In consideration of this application being accepted, I expressly agree to be responsible for the applicant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in this declaration. In addition, I agree to be bound by and to comply with the rules, regulations, policies and codes of AUSTSWIM.

Refund, Transfer & Cancellation of AUSTSWIM Courses

Transfer Requests

- Transfers will incur an administration fee of 5% of the enrolment fee
- Transfer requests are to be sent to AUSTSWIM, and must include the following:
  Training course Transfer Form (available from www.austswim.com.au)
  Receipt of payment/enrolment confirmation

If a medical certificate is provided, transfers will be arranged free of charge

Refund /Cancellation Requests

- Requests for refunds/cancellations must be received in writing and will incur an administration fee of 10%
- Request must be received by AUSTSWIM no less than 48 hours prior to the commencement of the course.

Requests are to be sent to AUSTSWIM, and must include the following:
Training course Cancellation Form (available from austswim.com.au)

- Receipt of payment/enrolment confirmation

Note

- In the event of the course being cancelled due to insufficient enrolments you will be offered a full refund or you may elect to transfer to another course. No administration fees will be charged.
- Non-attendance at a course, except for medical reasons, will result in the forfeit of the full enrolment fee.

Cancellations for Medical Reasons

- If a cancellation is made for medical reasons, prior to the commencement date of the course, a transfer to another course will be provided free of charge.
- To receive a refund due to illness / injury a medical certificate must be attached.

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THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE SIGNING IT. UPON SIGNING THIS FORM AND DECLARATION, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS.

In consideration of your application for enrolment in the AUSTSWIM Course being accepted you acknowledge and agree to the following terms and conditions:

1) **Definitions** – in these terms and conditions:
   a) "AUSTSWIM" means and includes AUSTSWIM Limited, its subsidiaries, members, and their respective directors, officers, members, servants or agents.
   b) "Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with the AUSTSWIM Course, but does not include a claim by any person expressly entitled to make a claim under an AUSTSWIM insurance policy;
   c) "AUSTSWIM Course" means the course being conducted by or on behalf of AUSTSWIM and undertaken by the applicant as set out in this application.
2) If accepted you will be permitted to participate in the AUSTSWIM Course subject to you complying with the terms and conditions of the AUSTSWIM Course, this declaration, AUSTSWIM policies which apply to course candidates, the AUSTSWIM Administrative Procedures (to the extent relevant) and any reasonable direction issued by the AUSTSWIM Course organisers or their representatives. A copy of each of these documents is available upon request from AUSTSWIM.
3) Upon executing this contract you will be bound by it and any regulations, policies or codes which apply or relate to AUSTSWIM Course candidates. You shall submit to any disciplinary measures taken against you and shall only appeal any disciplinary decision in the manner permitted under AUSTSWIM's rules and regulations.
4) **Risk Warning and Waiver** – Your participation in the AUSTSWIM Course is inherently dangerous and may involve risk. There are risks specifically associated with participation in the AUSTSWIM Course and accidents can and often do happen which may result in personal injury, death or property damage. Prior to participating in the AUSTSWIM Course, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have. By signing this declaration, you acknowledge, agree, and understand that participation in the AUSTSWIM Course may involve risk. You agree and undertake any such risk voluntarily and at you own risk.
5) **Release & Indemnity** – In consideration of AUSTSWIM accepting your application to participate in the AUSTSWIM Course, to the extent permitted by law you:
   a) release and forever discharge AUSTSWIM from all Claims that you may have or may have had but for this release arising from or in connection with this application and/or undertaking the AUSTSWIM Course; and
   b) release and indemnify AUSTSWIM against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death whether caused by the negligence or breach of contract by AUSTSWIM or in any other manner whatsoever; and
   c) indemnify and will keep indemnified and hold harmless AUSTSWIM to the extent permitted by law in respect of any Claim by any person:
      i) arising as a result of or in connection with you undertaking the AUSTSWIM Course; and
      ii) against AUSTSWIM in respect of any injury, loss or damage arising out of or in connection with your failure to comply with the rules or directions of AUSTSWIM (or any authorised person),

   save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of AUSTSWIM.
6) **Insurance** - You acknowledge and agree that AUSTSWIM has arranged some limited insurance coverage which may provide you with some protection for loss, damage or injury that you may cause during your participation in the AUSTSWIM Course. However, you acknowledge and agree that the insurance taken out by AUSTSWIM may not provide full indemnity for loss, damage or injury that you may cause during your participation in the AUSTSWIM Course, and that you may have to pay the excess if a Claim is made on your behalf. You further acknowledge and agree that AUSTSWIM does not provide any insurance in relation to loss, damage or injury that you suffer during your participation in the AUSTSWIM Course. You agree that your own insurance arrangements are ultimately your responsibility and you will arrange any additional coverage at your expense after taking into account AUSTSWIM's insurance arrangements and your own circumstances.
7) **Disclosure of Medical Conditions** – You warrant that prior to participating in the AUSTSWIM Course you:
   a) are and must continue to be medically and physically fit and able to undertake and participate in the AUSTSWIM Course;
   b) are not a danger to yourself or to the health and safety of others; and
   c) are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for you to take part in the AUSTSWIM Course.
8) You acknowledge that you must, and you agree that you will, disclose any pre-existing medical or other condition that may affect the risk that either you or any other person will suffer injury, loss or damage. You acknowledge that AUSTSWIM relies on information provided by you and that all such information is accurate and complete. You agree to report any accidents, injuries, loss or damage you suffer during the AUSTSWIM Course to AUSTSWIM before you leave any relevant venue. You consent to receiving any medical treatment that the AUSTSWIM Course organisers or their authorised representatives consider necessary or desirable during or after the AUSTSWIM Course and agree to reimburse AUSTSWIM for any costs or expenses incurred in providing such medical treatment.
9) **Bar to proceedings** – AUSTSWIM may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of you or by any person claiming through you. Where you seek to commence proceedings against AUSTSWIM, you:
   a) will commence those proceedings in the courts of the jurisdiction in which any incident occurs;
   b) waive any right to object to the exercise of such jurisdiction;
   c) will, where you seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by AUSTSWIM) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by AUSTSWIM to remove the proceedings to the jurisdiction in which any incident occurs;
   d) will pay the costs of any application made by AUSTSWIM under paragraph 9)c) and will consent to any application for security of costs made at any time by AUSTSWIM; and
   e) consent to paying AUSTSWIM's legal defence costs of the proceedings (on a solicitor client basis) where AUSTSWIM successfully defends the proceedings.
10) **Governing Law** – The governing law of this agreement is the law of the state of Victoria ('Jurisdiction'). You irrevocably and unconditionally consent and submit to the Jurisdiction of the courts of the Jurisdiction in which any incident occurs and waive any right to object to the exercise of such Jurisdiction.
11) **Prevailing conditions** – You acknowledge and agree that:
   a) swimming and the teaching of swimming (and related water safety and aquatic skills) can and will be affected by the weather which may change without warning; and
   b) there is often an element of the "luck of the prevailing conditions" when undertaking the certain elements of the AUSTSWIM Course over which AUSTSWIM has no control.
12) **Use of Image** – You acknowledge and consent to photographs and electronic images being taken of you during the AUSTSWIM Course. You acknowledge and agree that such photographs and electronic images are owned by AUSTSWIM and AUSTSWIM may use the photographs for promotional or other purposes without your further consent being necessary.
13) **Privacy** – You understand that the personal information you have provided in this application is necessary for the conduct and management of the AUSTSWIM Course and that it is collected in accordance with AUSTSWIM's Privacy Policy (available from www.austswim.com.au). You acknowledge that AUSTSWIM may use or disclose your personal information for the purposes of conducting and administrating the AUSTSWIM Course or promotional material or otherwise in accordance with AUSTSWIM's Privacy Policy. AUSTSWIM may share your information with third parties such as: affiliates; AUSTSWIM Course providers; companies engaged by AUSTSWIM to carry out functions and activities on AUSTSWIM's behalf including direct marketing; and AUSTSWIM's professional advisers, including its accountants, auditors and lawyers and insurers; and government departments or agencies; however your information is not generally disclosed to anyone outside Australia. You understand that AUSTSWIM's Privacy Policy contains information about how you may access and request correction of your personal information held by AUSTSWIM or make a complaint about the handling of your personal information, and provides information about how a complaint will be dealt with by AUSTSWIM. You acknowledge that your AUSTSWIM Course application may be rejected if the information is not provided. If you do not wish to receive promotional material from AUSTSWIM's sponsors and third parties you must advise AUSTSWIM in writing or via the opt-out procedures provided in the relevant communication.
   a) AUSTSWIM may collect information about race or ethnic origin and use or disclose such information to government departments or agencies (including those that have provided or will provide funding to AUSTSWIM) for statistical purposes about the demographics of participants in AUSTSWIM Courses. You are not required to provide this information and if you do not do so, your participation in an AUSTSWIM Course will not be affected.
14) **Entire agreement** – This agreement (and the documents to which it refers) constitutes the entire agreement between the parties in respect to the AUSTSWIM Course and supersedes all other agreements, understandings and representations and negotiations with AUSTSWIM in relation to the AUSTSWIM Course. To the extent that any clause of this agreement is void or unenforceable it is severable and does not affect the remaining provisions of the agreement.
15) **Statement of Understanding** – You have read, or have had read to you the above conditions and having understood the same, you consent to undertaking the AUSTSWIM Course and doing so on the basis set out in this agreement.

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