

Terms and Conditions - AUSTSWIM Recognised Swim Centre - By completing this application for recognition as an AUSTSWIM Recognised Swim Centre, I **acknowledge and agree** that:

1. I apply on behalf of the Swim Centre to be recognized as an AUSTSWIM Recognised Swim Centre and I make this declaration personally and on behalf of the Swim Centre. I am authorized to make this application on behalf of the Swim Centre. I have read, understood, acknowledge and agree to these terms and conditions including the release and indemnity.
2. **“AUSTSWIM”** for the purposes of this application and declaration means and includes AUSTSWIM Limited, its members and where the context so permits, their respective directors, officers, members, servants or agents.
3. **“Swim Centre”** means the swim centre applying for recognition as an AUSTSWIM Recognised Swim Centre as set out on page 1 of this form.
4. I have provided the information required on this Application Form and I **warrant that all information provided is true and correct** and that I am authorized to make this application by and on behalf of the Swim Centre.
5. **This document cannot be amended.** If this document is amended it will be null and void and cannot be accepted by AUSTSWIM.
6. I give permission for AUSTSWIM to conduct audits of the Swim Centre and its programs at any time (provided reasonable notice is first given) during the period the Swim Centre is recognized by AUSTSWIM.
7. **AUSTSWIM Swim Centre Code of Practice and AUSTSWIM Teacher Code of Practice:** I acknowledge that if the Swim Centre's application for recognition as an AUSTSWIM Recognised Swim Centre is accepted, the Swim Centre must comply with the AUSTSWIM Swim Centre Code of Practice and must ensure any person who works for or at the Swim Centre and holds an AUSTSWIM licence complies with the AUSTSWIM Teacher Code of Practice as amended from time to time. These Codes are available to download from the AUSTSWIM website (www.austswim.com.au), or a copy can be requested from your State AUSTSWIM Business Centre or the AUSTSWIM Head Office. I also acknowledge that, in addition to the AUSTSWIM Code, there may be other policies of AUSTSWIM which I and the Swim Centre must adhere to as a condition of recognition with AUSTSWIM. I acknowledge that AUSTSWIM will notify me of such policies from time to time. I acknowledge that if I or the Swim Centre breaches this declaration, the AUSTSWIM Swim Centre Code or any other policies of AUSTSWIM that action may be taken against the Swim Centre which may result in loss of its recognition as an AUSTSWIM Recognised Swim Centre.
8. **Fit and Proper Person Declaration:** By signing the application form (to be recognised as an AUSTSWIM Recognised Swim Centre) I acknowledge and declare personally and on behalf of the Swim Centre that each individual Owner and Operator (as those terms are defined in the **AUSTSWIM Swim Centre Code of Practice**) of the Swim Centre is a fit and proper person to discharge the duties and responsibilities and exercise the rights and privileges associated with their role as Owner or Operator of an AUSTSWIM recognised Swim Centre.
9. **AUSTSWIM Logo:** If the Swim Centre's application for recognition as an AUSTSWIM Recognised Swim Centre is accepted:
 - (a) AUSTSWIM will grant to the Swim Centre a non-exclusive, non-transferable, royalty-free licence to use and reproduce, while it is a Recognised Swim Centre, the Accredited AUSTSWIM Teachers™ logo and AUSTSWIM Recognised Swim Centre logo (set out below and as otherwise amended by AUSTSWIM from time to time) (**“AUSTSWIM Logos”**) solely for the purpose of promoting the Swim Centre and in accordance with these terms and conditions. If you are in any doubt about use of the AUSTSWIM Logos, please seek advice from AUSTSWIM.
 - (b) Before using a Logo, the Swim Centre must first seek permission from AUSTSWIM and must not use any AUSTSWIM Logo unless such permission has been granted.
 - (c) When using an AUSTSWIM Logo it must be reproduced without alteration or modification. The guidelines set out in the “AUSTSWIM Marketing Style Guide” provided to Recognised Swim Centres must be adhered to at all times. This document will be provided to the Recognised Swim Centre once the application has been approved by AUSTSWIM.
 - (d) The Swim Centre acknowledges that all right, title and interest in the AUSTSWIM Logos is vested in AUSTSWIM and remains the property of AUSTSWIM. No right, title or interest in the AUSTSWIM Logos will pass to the Swim Centre.
 - (e) The Swim Centre acknowledges AUSTSWIM may request copies of material produced with AUSTSWIM Logos to check it complies with these terms and conditions and the AUSTSWIM Marketing Style Guide.
 - (f) Should the Swim Centre not maintain its AUSTSWIM recognition it will be required to immediately cease all use of the AUSTSWIM Logos including on any promotional material (which includes, but is not limited to, material that is already printed which must be immediately withdrawn from circulation). AUSTSWIM reserves the right to conduct audits to ensure this has been carried out.
 - (g) AUSTSWIM is to be written in capital letters at all times i.e. AUSTSWIM Abiding by these term and conditions is an essential condition of AUSTSWIM providing permission to use the AUSTSWIM Logo. Where a Recognised Swim Centre fails to comply with these terms and conditions, AUSTSWIM reserves the right to immediately withdraw approval for that Recognised Swim Centre to use the AUSTSWIM Logo and to require that Recognised Swim

Centre, amongst other things, immediately withdraws from circulation all existing promotional material which displays the AUSTSWIM Logo.

10. **Privacy:** The personal information provided in this application is collected, used and disclosed in accordance with AUSTSWIM's Privacy Policy (available from www.austswim.com.au). AUSTSWIM may use and disclose any personal information provided in this application for the purposes of conducting and administering Recognised Swim Centres and the recognition process and other related activities across Australia, providing the Swim Centre with promotional material, complying with legal obligations or otherwise in accordance with AUSTSWIM's Privacy Policy. AUSTSWIM may share personal information (that is provided with this application) with third parties such as affiliates; 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; however your information is not generally disclosed to anyone outside Australia. AUSTSWIM's Privacy Policy contains information about how personal information held by AUSTSWIM may be accessed and corrected. The Policy also outlines how a complaint about the handling of personal information can be made and provides information about how a complaint will be dealt with. This application for Swim Centre recognition may be rejected if the information is not provided. If any person does not wish to receive promotional material from AUSTSWIM sponsors and third parties he/she must advise AUSTSWIM via email or telephone or via the specific opt-out procedures provided in the relevant communication. I acknowledge that AUSTSWIM has a duty to notify any person whose personal information is disclosed in this application, about the fact and circumstances of their information being collected by AUSTSWIM. I agree to notify any person whose personal information is disclosed in this application and inform them of the matters set out in this paragraph and in the AUSTSWIM Privacy Policy.
11. **Disclaimer:** AUSTSWIM Recognised Swim Centres may have access to software known as Smart Planner. The curriculum and activities available within Smart Planner have not been developed by AUSTSWIM, nor are they endorsed by AUSTSWIM. The curriculum and activities have been developed and set by Smart Moves In Water Ltd and any query relating to Smart Planner should be directed to Smart Moves In Water Ltd.
12. **Release & Indemnity** - In consideration of AUSTSWIM accepting this application for recognition as an AUSTSWIM Recognised Swim Centre, to the extent permitted by law you (on your behalf and on behalf of the Swim Centre):
- release and forever discharge AUSTSWIM from all Claims that you or it may have or may have had but for this release arising from or in connection with the Swim Centre's recognition as an AUSTSWIM Recognised Swim Centre; and
 - indemnify and will keep indemnified and hold harmless AUSTSWIM to the extent permitted by law in respect of any Claim by any person arising as a result of or in connection with the Swim Centre's recognition as an AUSTSWIM Recognised Swim Centre,
- 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. For the purposes of this paragraph 11, "**Claim**" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with the Swim Centre.
13. **Insurance** - You acknowledge and agree that AUSTSWIM has not (and will not) arrange any insurance cover for the Swim Centre and that you must ensure appropriate insurance cover is obtained. You agree that insurance arrangements for the Swim Centre are ultimately your responsibility.
14. **Teacher Licence Requirements:** For Swim Centres with a BRONZE Level AUSTSWIM Recognition must employ a majority of, and have a preference for employing AUSTSWIM Licensed Teachers™. Any teachers employed that do not hold a current AUSTSWIM Teacher Licence™, must hold as a minimum, the requirements for training and assessment as outlined in the **RLSSA Guidelines for Safe Pool Operation (GSPO PR1 section 5.3)** and be working towards meeting the licensing requirement of the guideline. Any teachers that do not hold a current AUSTSWIM Teacher Licence™ will not have access to the insurance coverage provided to AUSTSWIM Licensed Teachers™ residing in Australia.
15. For Swim Centres with a SILVER or GOLD Level AUSTSWIM Recognition – All teachers must hold a current AUSTSWIM Teacher Licence™ at all times.
16. All AUSTSWIM Recognised Swim Centres must have insurance, must comply with State/Territory working with children requirements, and all teachers regardless of qualification held, must teach within the AUSTSWIM Guidelines and agree to and abide by the Swim Centre Code of Conduct and the AUSTSWIM Teacher's Code of Behaviour.

Recognition Period:

- AUSTSWIM Swim Centre Recognition is for a period of 12 months, from the date you are informed the Swim Centre's application is approved.
- Applications for renewal of Recognition must be submitted at least 30 days before the Swim Centre's AUSTSWIM Recognition expires.