



Terms & Conditions

BY APPLYING FOR MEMBERSHIP WITH THE GULLIVERS COOMERA SWIMMING CLUB (“CLUB”) ALL MEMBERS, PARENTS OR GUARDIANS ACKNOWLEDGE AND CONFIRM THEY HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THESE TERMS AND CONDITIONS.

1. **Membership** – Swimmer’s membership **into the Club is subject to** the swimmers being enrolled for Squad Training at Gullivers Coomera. If the member is under 18 years of age it is understood that the Club have accepted the membership application on the basis that the application has been endorsed by the applicant’s parent or guardian. Applicants under 18 years of age must have a registered parent or guardian who must separately apply for membership.
2. **Club Committee Decisions** - The Club and its swimming coach expect all members and parents agree to abide by the decisions made by the club committee and the swimming coach in relation to squad training, swimming meets and/or club events and activities. These decisions will always be made in the best interest of the swimmers.
3. **No responsibility** - The Club accepts no liability or responsibility for any damage to or loss of any of the members personal belongings, including, but not limited to, electronic devices, tablets, mobile phones, jewelry, clothing, during swim meets or Club activities attended regardless of how it occurred. The Club, its swimming coach and representatives agree to take responsibility for a member whilst participating in a Club activity. At all other times, the member remains the responsibility of their parents or guardian, including getting the member to the event or venue.
4. **Behaviour** – The Club expects respectful behaviour from all members, parents, and guardians at all times, including protecting Club swimmers from harm. The Club reserves to the right to suspend or terminate membership if a member, parent, or guardian’s conduct is in breach of the Club’s Swimmer’s Code of Conduct or Parents’ Code of Conduct, copies of which can be found here www.gulliverscsc.com.au/club-resources
5. **Consents** – The member’s parent or guardian consent to:
 - a. **Media Consent** - photographs or video footage of their child may be taken at Club activities without payment and/or compensation to the member, parent, or guardian. Members names and photographs may also be posted on the Club Website, Facebook Page or Newsletters for information and articles of recognition. Facebook posts may also be posted/shared by Gullivers Coomera onto their Facebook Page. These images may be used at any time by any form of media without any further consent being necessary. These media items become the sole property of the Club to use for any legitimate purpose, including, but not limited to, promoting, advertising, education, marketing activities and archival purposes. The parent or guardian undertakes to convey any reservation they have in this regard to the Club in writing.

- b. **Sunscreen Consent** - Club representatives applying sunscreen to their child when necessary; however, the parent or guardian undertake to supply their child with an adequate amount of sunscreen for them individually.

6. **Medical Conditions** – The member’s parent or guardian agree that any medical conditions of the member must be disclosed to the Club in writing as soon as the applicant becomes a member. If you require a Medical Information Form, a copy can be found here www.gulliverscsc.com.au/club-resources

7. **Medical Consent** – The member’s parent or guardian acknowledges that Club representatives and other members are not authorised to administer tablets or any other medication to their child unless a medical practitioner provides written authorisation. The parent or guardian authorize the Club representatives in the event of an accident or emergency to obtain medical and/or ambulance assistance and authorise the medical practitioner to carry out such treatments as is immediately necessary, and the parent or guardian agree to reimburse the Club for all costs it incurs in obtaining such assistance.

8. **Privacy Policy** - The Club Privacy Policy informs members, parents or guardians of the information practices employed by the Club. This Privacy Policy discloses what personal information is collected, how it will be used, with whom the information will be shared, the choices available to consumers on collection, safeguards on protection of data and how it can be updated or corrected. For more information, the Club’s Privacy Policy can be viewed here www.gulliverscsc.com.au/club-resources

9. **Liability** – Nothing in these Terms & Conditions shall limit or exclude the Club’s liability for:
 - a. death or personal injury caused by its negligence, or the negligence of its employees, agents, or representatives; or
 - b. fraud or fraudulent misrepresentations.

10. **Limitation of Liability** –
 - a. Subject to clause 8, the Club’s total liability to any member in respect of all losses arising under or in connection with this membership agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount equivalent to 12 month’s membership fees at the rate then payable by the member.
 - b. Except as set out in these Terms & Conditions, all warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this membership agreement.

11. Variations - The Club reserves the right to vary these Terms & Conditions, the Club's Codes of Conduct and Privacy Policy from time to time by notice.

12. Miscellaneous –

- a. Each of the clauses in this membership agreement operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- b. This membership agreement is personal to the member and cannot be assigned or transferred by the member. The Club may at any time assign, transfer, charge, or subcontract all or any of its rights and obligations under this membership agreement to a third party or agent.
- c. The member, parent or guardian may serve notice on the Club under this membership agreement by hand delivery to the Club or by email to secretary@gulliverscsc.com.au.
- d. The Club may serve notices on the member, parent, or guardian under this membership agreement by publishing a notice on its Website, by publishing signage at Gullivers Coomera, by email to the address listed in the membership details and by post or delivery to the address listed in the membership details.
- e. If the Club fails to insist that members perform any of their obligations under this membership agreement, or if the Club does not enforce its rights against a member, or delay in doing so, that will not mean that the Club has waived its rights against the member and will not mean that the member does not have to comply with those obligations. Any default by a member to be waived by the Club will be confirmed in writing and does not mean any future default by the same member will be waived.
- f. This membership agreement is governed by Queensland law. The parties submit to the exclusive Jurisdiction of the Queensland courts.