

Programs Terms & Conditions

for Programs offered by

MACQUARIE UNIVERSITY SPORT AND AQUATIC CENTRE



1. THE AGREEMENT

- (a) These terms and conditions, together with the following documents:
 - (i) the Conditions of Entry; and
 - (ii) a completed Enrolment Application (if any)(together, the **Terms & Conditions**) once accepted by you, form an agreement (the **Agreement**) between you and U@MQ.
- (b) It is important that you have read and understood all of the Terms & Conditions before agreeing to them.
- (c) You may:
 - (i) enrol an Enrolee in a Program for the Term by completing and accepting the relevant Enrolment Application (a **Program Pass**); or
 - (ii) pre-purchase one or more pre-paid session passes (each, a **Session Pass**).

2. DEFINITIONS

The following definitions apply to these Terms & Conditions:

Australian Consumer Law, or ACL means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Centre means the Macquarie University Sport and Aquatic Centre owned by Macquarie University and operated by U@MQ.

Conditions of Entry means the terms and conditions of entry which are currently available at <https://sport.mq.edu.au/about>.

Enrolment Application means the application for enrolment in the relevant Program, currently accessible <https://sport.mq.edu.au/programs>.

Enrolee means the person seeking enrolment in the Program (or attendance in a Program session).

Facilities means any part of the Centre.

Guardian means the parent or legal guardian of the Enrolee (where the Enrolee is a child, or Incapable Person).

Health and Fitness Activities means sport, fitness, swimming and exercise or leisure activities or classes.

Incapable Person has the meaning given in section 5M of the *Civil Liability Act 2002* (NSW).

Initial Commitment Period means:

- (i) if an 'Initial Commitment Period' is stated in the in the relevant completed Enrolment Application (if-any), the period of time stated as the 'Initial Commitment Period' commencing from the Start Date; or
- (ii) otherwise, there is deemed to be no Initial Commitment Period.

Online Portal means the online portal currently accessible at <https://sport.mq.edu.au/pool-gym/memberships/manage-my-membership>, as updated or replaced from time to time.

Program means any of the programs offered by U@MQ and described at the following website link: [Sports programs](#), which include (without limitation):

- (i) Learn to Swim;
- (ii) Gymnastics;
- (iii) Reformer Pilates; and
- (iv) Swimming squad.

Program Day means each available day over which a Program is conducted.

Program Year means from mid-January until mid-December.

Replacement Session Policy means the policy set out in clause 11 of these Term & Conditions.

Session means an individual session (or lesson) in a Program.

Start Date means:

- (1) if a Start Date is stated in the in the relevant completed Enrolment Application (if-any), then the 'Start Date' stated in that Enrolment Application; or
- (2) otherwise, the date of your acceptance of this Agreement.

Supervising Adult means an appropriate adult, who is not an Incapable Person, and is capable of supervising a child or Incapable Person (as the case may be).

Term means:

- (i) if an 'End Date' is stated in the relevant completed Enrolment Application (if-any), the period of time beginning from the 'Start Date' and ending on the 'End Date' stated in that Enrolment Application; or
- (ii) otherwise, for a continuing period starting from the Start Date.

Third Party Payment Provider means the third-party payment provider nominated by U@MQ from time to time, and currently being Ezidebit Pty Ltd (ACN: 096 902813) of Newstead, QLD 4006.

U@MQ, We, Us or Our means U@MQ Ltd ABN 27 125 926 169, a controlled entity of Macquarie University.

Website means the Centre website currently accessible at <https://sport.mq.edu.au/> or such other website as notified to the Enrolee from time to time.

You (or you) means the person accepting these Terms and Conditions who may be the Enrollee, or the Guardian of the Enrollee.

3. SESSION AND PROGRAM PASSES

- (a) A Session Pass:
 - (i) entitles an Enrollee to attend a single Session of the relevant Program; and

- (b) A Program Pass:
 - (i) entitles the Enrollee to participate in Sessions of the relevant Program for the duration of the Term and use the relevant part of the Facilities in accordance with the relevant Program they have enrolled pursuant to these Terms & Conditions;
 - (ii) will continue and will be valid for the Term unless cancelled or terminated earlier in accordance with these Terms & Conditions, in which case the Term will be deemed to have ended on the date of that cancellation or termination;
 - (iii) is personal to the Enrollee and cannot be assigned or transferred to another person; and
 - (iv) will be for the nominated time and day of Session(s) as described in the Enrolment Application.

4. COOLING OFF PERIOD

All Programs have the benefit of an initial cooling off period on the following terms (**Cooling Off Period**):

- (a) The Cooling Off Period is seven (7) days beginning on the date the Agreement commences.
- (b) A Program Pass may be cancelled at any time within the Cooling Off Period by submitting a '[Cancellation Request](#)'.
- (c) If a Program is cancelled during the Cooling Off Period, the Enrollee will be entitled to a refund of the Program fees paid on a pro-rata basis. If the Program has already commenced at the date of cancellation, the Enrollee will be refunded the Program fees paid, less an amount equivalent to value of the Program class that the Enrollee had access to during the Cooling Off Period.

5. CANCELLATION, TERMINATION AND EXPIRY

5.1. Cancellations by Enrolees or their Guardians

- (a) Subject to any rights available under Australian Consumer Laws you acknowledge and agree that:
 - i. you; and
 - ii. if you are the Guardian, the Enrollee;are not entitled to terminate the relevant Program Pass during the Initial Commitment Period.
- (b) Subject to clause 4, you may terminate the relevant Program Pass after the Initial Commitment Period (or if there is no Initial Commitment Period, then, at any time)

by providing the other party at least 14 days' prior written notice (the **Termination Notice**).

- (c) You acknowledge and agree that if you (or the Enrollee) wish to terminate a Program Pass, the Termination Notice you provide must only be in the form of a cancellation request submitted via the '[Cancellation Request](#)'. Terminations that you (or the enrollee) provide verbally, via email, or over the phone will not be accepted.
- (d) Before submitting an application to cancel or terminate a Program Pass, you must ensure that all outstanding Program fees have been paid and the account is not in arrears.

5.2. Cancellation by you if we make a material change to the terms of your Program

If we notify you that there will be a material change to the terms of the relevant Program Pass (the **Material Change Notification**), and as a result of the change, you no longer wish to continue with the Program Pass, you may terminate the Program Pass by providing Us with written notice within 30 days of the Material Change Notification. All cancellations must be submitted through the [Online Portal](#). Cancellations in these circumstances may take up to five business days to be processed. Cancellation requests will be enforced from the day of submission and cannot be further backdated.

5.3. Cancellations by U@MQ

- (a) We, in Our sole discretion, may terminate the Agreement to protect the health and safety of all patrons at the Centre, including if we, acting reasonably, believe that the Enrollee or their Guardian (if applicable) has engaged in conduct that compromises or may compromise, the health, safety or wellbeing of any other patron at the Centre or Our staff.
- (b) If We terminate the Agreement in accordance with this clause, the requirement to pay the relevant Program fees will cease with effect from the date set out in the termination notice issued by Us to you (and/or the Enrollee).

5.4. Cancellations for breach

We may terminate this Agreement if:

- i. you; or
- ii. if you are the Guardian, then you or the Enrollee

breaches a term of this Agreement, and the breach is incapable of remedy or you fail to remedy the breach within 14 days of being notified by Us of the breach.

5.5. Outstanding fees following termination

If this Agreement is terminated (for any reason whatsoever) you acknowledge and agree that U@MQ may:

- (a) take any reasonable steps to collect any Program fees that are outstanding; and
- (b) use a third party to assist in the collection of any outstanding fees.

5.6. Expiry of Session Passes

Subject to any rights you have under Australian Consumer Laws:

- (a) Session Passes have an expiry date from the date of purchase as follows:
 - (i) 5 x Session Passes = 3 months from the date of purchase

- (ii) 10 x Session Passes = 6 months from the date of purchase
 - (iii) 20 x Session Passes = 12 months from the date of purchase
- (b) the expiry date for a Session Pass may only be extended in exceptional circumstances and must be by written agreement with us, by first requesting an extension by writing to macsport@mq.edu.au and receiving written notice by return email.

6. AGE REQUIREMENTS AND SUPERVISION

- (a) Guardians are responsible for ensuring their children (aged 16 and under) or Incapable Person(s) (as the case may be) are supervised by a Supervising Adult while in the Centre. The requirement to be supervised at all times during a Program class does not apply to the 'Swimming Squad' Program. Children and Incapable Persons that are not supervised by a Supervising Adult will be required to remain at reception until a Supervising Adult arrives to provide adequate supervision of the child or Incapable Person. Any Session time missed as a result of the unavailability of adequate adult supervision will be forfeited and will not be eligible for a refund, credit, or replacement Session.
- (b) Guardians are responsible for ensuring they inform Us if their child or the Incapable Person has any special needs or medical/dietary requirements prior to the child or Incapable Person attending any Program sessions.

7. CENTRE ACCESS AND GENERAL CONDITIONS OF ENTRY

- (a) The Enrolee must present their access card or other appropriate personal identification to gain entry. A nominal fee may be charged to replace lost or stolen access cards.
- (b) Enrolees (and their Guardians, if applicable) will be photographed for safety and security reasons. For example, so that Centre staff may verify the Enrolee's identity and to prevent unauthorized use of the facilities at the Centre. Further details regarding how We hold and uses photos or other identification details are provided in the [Privacy policy collection notice](#).
- (c) We reserve the right, acting reasonably, to place a block on an Enrolee's access card if We have reason to believe that a third party has used, or attempted to use, the Enrolee's access card to access the Centre.
- (d) To assist Us in maintaining a safe and comfortable environment for everyone, all patrons are required to abide by the [Conditions of Entry](#), Centre signage, and the reasonable directions of Centre staff.
- (e) Failure to comply with clause 7(d) may result in the cancellation of enrolment in a Program and termination of the Agreement.
- (f) If an Enrolee is refused entry, or their enrolment is cancelled because of a failure to adhere to the Conditions of Entry, they will not be entitled to a refund of fees due or payable as at the date of refusal or cancellation.

8. CHANGES TO ENROLMENT AND/OR THESE TERMS & CONDITIONS

- (a) You must promptly tell us about anything that affects an Enrolee's enrolment in the Program, including any changes to contact information and payment details. All

changes to enrolments (including contact details) must be made via the [Online Portal](#). We will not process enrolment changes, including enrolment cancellation requests or updates to payment details, verbally, over the phone or via email.

- (b) We periodically review these Terms & Conditions and our Program fees and inclusions. If we reasonably consider that any change to the Terms & Conditions is likely to benefit you or be of no material detriment, we will make the change immediately. For all other changes, we will provide you reasonable prior notice of any changes, for instance by writing to the last email address provided to us, placing a notice in the Centre, or publishing the changes on our Website. If you do not wish to accept the changes notified to you, you are entitled to cancel the enrolment and terminate the Agreement in accordance with clause 5.

9. PAYMENT OF PROGRAM FEES

Program fees vary depending on the Program selected and are detailed on the [Fees and Charges](#) section of the [Website](#)

9.1. General Program Fees

Subject to anything to the contrary in your Enrolment Application, you acknowledge and agree that:

- (a) in respect of a Program Pass:
 - (i) you are required to pay the fees on an ongoing fortnightly basis by direct debit payment, with the first payment commencing within 24 hours of Our confirming that the Enrolment Application has been accepted; and
 - (ii) subject to clause 10, fees are payable irrespective of frequency of use or attendance in the Program, including in the event that an Enrolee applies for a replacement session in accordance with the Replacement Session Policy. Except as required by law, including under Australian Consumer Laws, credits and refunds will not be available; and
- (b) in respect of a Session Pass:
 - (i) all Session Passes must be paid for in full, in advance of the relevant Program Session;
 - (ii) subject to an individual's rights under Australian Consumer Laws, Session Passes are generally non-refundable and non-transferable; and
 - (iii) except in exceptional circumstances such as a medical emergency which is supported by documentary evidence, non-attendance of a session which has not been cancelled or rescheduled will result in forfeiture of that session. No credit or refund will be available for failure to attend a session in these circumstances.
- (c) Where you have elected to pay by way of direct debit, you acknowledge and agree that a Third Party Payment Provider has been engaged by Us to collect the fees due under this Agreement and you further acknowledge and agree that the member's contractual relationship with the Third Party Payment Provider is separate to this Agreement.
- (d) We may charge a nominal 'failed payment' fee for each unsuccessful debit transaction as well as dishonour fees charged by Our financial institution, in

addition to any charges it receives from the Enrollee's financial institution. This fee is not refundable and cannot be waived.

- (e) We may take reasonable steps to contact you if a direct debit payment is missed. We may implement re-debit measures as necessary to recover any outstanding debts. We (or the Third Party Payment Provider) may continue to debit from the Enrollee's nominated account even in circumstances where the Enrolment is cancelled, until all debts have been paid, unless otherwise agreed in writing with Us.
- (f) We may, at Our discretion, but acting reasonably, cancel an enrolment if fees are in arrears. The amount owing may be passed on to a debt collection agency for recovery. Any costs associated with this are at the Enrollee's expense.

9.2. Private Session fees paid upfront in advance

If you have agreed in your Enrolment Application to pay the applicable enrolment fees in advance, you will be required to pay the full amount of the relevant Program fees by the date stipulated in the email confirmation sent by Us following acceptance of the Enrolment Application.

9.3. Annual Registration Fee

Enrolees in certain Programs must pay an annual registration fee in addition to any applicable ongoing Program fees. The annual registration fee must be paid to Us and We will remit it to the relevant Program's governing body. The annual registration fee must be paid at the time of joining the Program and again on the annual schedule outlined by the relevant governing body. Further details regarding the registration fee for such Programs can be found at <https://sport.mq.edu.au/about/fees-charges>.

10. VARIATION/UNAVAILABILITY OF FACILITIES OR SERVICES

10.1. Closures due to Government directive

If we are required by the state or federal government to temporarily close the Centre, we will suspend your enrolment in the Program, including any direct debit payment for Program Sessions that are cancelled during the relevant closure period.

10.2. Temporary changes to Centre facilities

- (a) We may need to adjust the availability of certain facilities at the Centre on a temporary basis, including for the purposes of cleaning, improvement work, repairs, upgrades, maintenance, and holidays.
- (b) If you have paid fees for Sessions which have subsequently been cancelled due to a temporary closure of the Centre, then you will automatically be entitled to a credit of the paid fees.

11. REPLACEMENT SESSION POLICY

In respect of the 'Learn to Swim', 'Swimming Squad', 'Private Lessons' and 'Children Gymnastics' Programs only:

- (a) Enrolees of the relevant Program may be eligible for a maximum of twelve (12) Replacement Sessions for each Program they are enrolled in, per rolling twelve (12) month period, measured from the date on which each Replacement Session is utilised (each a **Replacement Session**).
- A Replacement Session will count toward the twelve (12) session limit for a period of twelve (12) months from the date it is utilised, after which it will no longer be included in the calculation on the Enrolee's entitlement. The system may therefore allow Replacement Sessions to be booked up to 72 hours in advance on the basis that one or more previously utilised Replacement Sessions will fall outside the rolling twelve (12) month period at the time of use.
- Each Replacement Session is valid for thirty (30) Program Days from the missed Session. Any unused Replacement Sessions will be forfeited after 30 Program Days have elapsed or once a request to cancel enrolment in a Program has been processed.
- (b) Replacement Sessions are not available in Programs which only have a single Session scheduled per week. No credits or refunds will be provided for missed Sessions.
- (c) To be eligible for a Replacement Session, the Enrolee must:
- (i) report their absence via the [Online Portal](#) at least 2 hours prior to the scheduled commencement of the relevant Program Session that the Enrolee will not be attending; and
 - (ii) use the [Online Portal](#) to book a Replacement Session (the **Booked Replacement Session**) for the same Program that was missed by the Enrolee within 30 Program Days of the date of the Session that was missed.
- (d) You may only book a Replacement Session within 72 hours of the desired Session time via the [Online Portal](#) and are subject to availability.
- (e) If the missed Session relates to a Program that involves a private or one-on-one Session, the Enrolee will only be entitled to a maximum of 3 Replacement Sessions in a 12-week period and the Replacement Session(s) must occur in the same 12-week period of enrolment for that Program.
- (f) Replacement sessions cannot be redeemed for cash or a credit in the Program or another Program under any circumstances.
- (g) If an Enrolee fails to attend a Booked Replacement Session it will be forfeited, regardless of whether notice of non-attendance is provided in advance.
- (h) Replacement Sessions are not available if an account is in arrears.

12. ADDITIONAL PROGRAM SPECIFIC TERMS

12.1. Learn to Swim, Squads – Pool access

In respect of the 'Learn to Swim' and the 'Swimming Squad' Programs only:

- (a) Enrolees of the relevant Program may access the Centre's pools at any time within opening hours.
- (b) one Guardian per Enrolee of the Program will be permitted entry free of charge for the purposes of supervising the Enrolee in line with the relevant 'Keep Watch' policy. Access to the Centre outside of the Program Session time and/or use of additional facilities must be paid for.

- (c) Any other guests of Enrolees in a Program, excluding Guardians (who are supervising children), must pay a casual pool entry fee if using the pool or a spectator fee.

12.2. Holiday Programs

In respect of the 'Holiday' Programs only, you acknowledge and agree that:

- (a) acting reasonably, We may cancel any 'Holiday' Program session. In which case, Enrolees or their Guardians (if applicable) will be notified via SMS or email using the details last provided to U@MQ. A full credit will be issued for cancellations under this clause 12.2. Refunds are available, on request.
- (b) Subject to paragraph (a) of this clause, and excluding the 'Learn to Swim' Program, if you cancel or do not attend a 'Holiday' Program Session, you will not be eligible for a refund. In the event that another Session of the relevant Program is available (on another day during the same holiday period), and subject to the availability of spaces, we may (entirely at our discretion) transfer you to the available Session.
- (c) In addition to an Enrolee's rights under Australian Consumer Laws, an Enrolee may be entitled to cancel enrolment in a Program and obtain a full or partial refund due to medical or other exceptional reasons.
- (d) Program activities may be altered on the day of the class to accommodate student interest, weather, or other unavoidable and unforeseeable situations. Advertised activities may not always go ahead as planned.

13. LIABILITY

13.1. Recreational activities – risk warning to participants

Enrolees and Guardians understand, acknowledge, and agree that:

- (a) participation in Health and Fitness Activities supplied by or on behalf of U@MQ or at the Centre, are considered "recreational activities" or "dangerous recreational activities" as those terms are defined in Part 1A, Division 5, of the *Civil Liability Act 2002* (NSW);
- (b) participation in Health and Fitness Activities at the Centre or use of the facilities involves a general risk of harm that may result in loss or damage to participants including personal injury or death. The sources of the risk of harm include (but are not limited to):
 - (i) impacts from equipment, poor, wet or slippery surfaces, physical exertion, intentional or accidental contact or collisions with other participants;
 - (ii) damage or loss to personal property as a result of participation in the Health and Fitness Activity, including injuries arising from physical combat or team sports and water immersion; and
 - (iii) inadequate facilities for treatment or transport in the event of injury;
- (c) participation in the Health and Fitness Activities is at the Enrolee's own risk. If an Enrolee does not wish to be exposed to such risks, then they should not participate in the Health and Fitness Activity;
- (d) Enrolees must be at least 18 years of age at the date of participating in the Health and Fitness Activities or have obtained the written consent of a Guardian to participate in the Health and Fitness Activity; and
- (e) that this clause 13.1 constitutes a risk warning by U@MQ under the *Civil Liability Act 2002* (NSW), for and on behalf of themselves and/or the Incapable Person (if

applicable). They agree that, during all times that they and/or the Incapable Person are participating in the Health and Fitness Activities or are in or around the Centre, they and/or the Incapable Person are doing so voluntarily and at their own risk.

13.2. No warranty

To the maximum extent permitted by law, We make no warranties in respect of any services to be provided in connection with the Program and to the extent permitted by law any such implied warranties are expressly excluded.

13.3. Waiver of statutory guarantees under Australian Consumer Law

- (a) A supplier of recreational services or recreational activities is entitled to ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities).
- (b) By accepting these Terms and Conditions, you agree that the liability of Macquarie University and/or U@MQ in relation to recreational services (as that term is defined in s 139A of the *Competition and Consumer Act 2010* (Cth)) for any:
 - (i) death;
 - (ii) physical or mental injury (including the aggravation, acceleration, or recurrence of such an injury);
 - (iii) the contraction, aggravation, or acceleration of a disease;
 - (iv) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - 1. that is or may be harmful or disadvantageous to you or the community;
 - 2. that may result in harm or disadvantage to you or the community,

that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

- (c) The waiver of liability set out in this clause change to your rights does not apply to a significant personal injury suffered by you that is caused by the reckless conduct of U@MQ.

13.4. Liability for supply of other services

To the maximum extent permitted by law, the liability of Macquarie University and/or U@MQ for loss or damage (not being a liability the subject of clause 13.1) howsoever arising in connection with the presence of a Enrolee, Incapable Person or Guardian in or around the Centre or for the supply of goods or services is limited, including in tort (including in negligence), contract or pursuant to statute, to:

- (a) in the case of goods, five (5) times the costs of the goods, or if the cost of the goods cannot be ascertained, five (5) times the market price of equivalent goods;
- (b) in the case of services, five (5) times the costs of the services, or, if the cost of the services cannot be ascertained, five (5) times the market price of equivalent services; and

- (c) in any other case, \$2,500.

13.5. Release

In consideration of U@MQ allowing participation in the Health and Fitness Activities (and except to the extent that the same may be precluded by statute), each Enrolee or their Guardian (if applicable) acknowledges and agrees with U@MQ that the Enrolee:

- (a) will participate in the Health and Fitness Activities at their own risk and that neither Macquarie University nor U@MQ, their staff, contractors, suppliers, insurers, agents, and representatives (**Indemnified Parties**) will, to the extent permitted by law, be liable for:
 - (i) their personal injury (including personal injury causing death) suffered by the Enrolee as a result of participating in the Health and Fitness Activities; or
 - (ii) breach of any express or implied warranty by the Indemnified Parties that any services in connection with the Health and Fitness Activities will be rendered with due or reasonable care and skill;
- (b) acknowledges that the Indemnified Parties does not owe them a duty of care in respect of any risks associated with the Health Fitness Activities or their participation in it;
- (c) has received a risk warning in relation to the Health Fitness Activities;
- (d) will not bring a claim, or commence any legal proceedings, against the Indemnified Parties in the event that they are injured, or their property is damaged; and
- (e) hereby release and hold harmless the Indemnified Parties from and against all actions, demands, suits, proceedings or claims which may be made by the Enrolee or on its behalf or by other parties on its behalf for or in respect of or arising out of any injury, loss, damage (including economic, consequential, exemplary and punitive) to person or property, or death caused to them or their property whether by negligence, breach of contract, breach of any express or implied warranty that the Health Fitness Activities or any associated services will be rendered with reasonable care or skill, breach of any statute or statutory duty or in any way whatsoever and execution of these Terms and Conditions by the Enrolee or their Guardian (if applicable) shall serve as a release and assumption of risk for their heirs, estate executor, administrator, assignees and for all their family members.

14. ENROLEE AND/OR GUARDIAN'S WARRANTY

- (a) If you are the Enrolee, you warrant that:
 - (i) you are physically and mentally sound and are not suffering from any condition, impairment, disease, infirmity, or other illness that would prevent or impact your participation in the Program at the Centre;
 - (ii) you are responsible for any costs associated with any medical emergency services required as a result of your personal injury or death; and
 - (iii) you have either had a physical examination and been given a physician's permission to participate in the Program, or if you have chosen not to obtain a physician's permission prior to participating in the Program, you are participating in the Program at your risk.
- (b) If you are the Guardian of the Enrolee, you warrant that:

- (i) the Enrolee is physically and mentally sound and is not suffering from any condition, impairment, disease, infirmity, or other illness that would prevent or impact their participation in the Program at the Centre;
- (ii) you are responsible for any costs associated with any medical emergency services required as a result of their personal injury or death; and
- (iii) the Enrolee has either had a physical examination and you been given their physician's permission for the Enrolee to participate in the Program, or if you have chosen not to obtain a physician's permission prior to the Enrolee participating in the Program, they are participating in the Program at your risk.

15. GENERAL

This Agreement is governed by the laws in force in New South Wales and you (and the Enrolee) submit to the non-exclusive jurisdiction of the courts of New South Wales and all courts competent to hear appeals from the courts of New South Wales in respect of all proceedings arising in connection with this Agreement.

ACCEPTANCE OF TERMS & CONDITIONS

- I have read, understood, and accept these Terms & Conditions (including the risk warning provided at clause 13.1 and Enrolee warranty included at clause 14(a) and the waiver of statutory guarantees under the Australian Consumer Law at clause 13.3) and agree to be bound by those terms.
- * I have read, understood and accept the terms of the [Privacy policy collection notice](#).

Promotional Communications

- I would like to receive promotional messages from U@MQ about events and services that may be of interest to me, to my nominated email account/mobile phone number.

Enrolees under the age of 18 or Incapable Persons

- *I warrant that I am the Guardian of the Enrolee and have read, understood, and agree to be bound by these Terms & Conditions, including the Guardian warranty set out in clause 14(b), on behalf of the Enrolee.