

YMCA Aquatic and Events Services Ltd Direct Debit Service Agreement (Swimming)

INTRODUCTION

- (a) These are the terms and conditions (**Agreement**) between YMCA Aquatic and Event Services Ltd ABN 161 480 921 48 (**YAESL, Us, We**) and You as the receiver of the Services. We manage the South Australia Aquatic and Leisure Centre and Adelaide Aquatic Centre. Direct Debit User Id 403163.
- (b) By entering into this Agreement, you agree to the terms and conditions contained within this Agreement.

DEFINITIONS

Activities means for the purpose of clause 15, recreational services including swimming lessons offered at the Facility.

Conditions of Entry means the terms and conditions governing Your entry and use of the Facility as available at the, South Australia Aquatic and Leisure Centre - <https://saaquatic.ymca.org.au/terms-and-conditions> Adelaide Aquatic Centre - <https://adelaideaquaticcentre.com.au/terms-and-conditions>; and as You agree to as a condition of receiving the Services.

Customer Portal means the platform that We provide You access to upon entering into this Agreement which is a mode of communication, among others, that we will use to communicate with You, throughout this Agreement.

Facility/Facilities means the designated aquatic and wet areas in the SA Aquatic and Leisure Centre and Adelaide Aquatic Centre Facilities at the Location including all of its equipment, bathroom, change rooms, furniture, lockers, and anything in the Facilities that You use or have access to when You enter into this Agreement. Access to designated areas is subject to the customer complying with relevant age and height restrictions of respective areas.

Facilities Rules means the rules implemented by Us from time to time for use of the areas within the Facilities.

Force Majeure Event means any event beyond a party's reasonable control, including without limitation acts of God, epidemic, pandemic, disease or public health alert, hostilities, war (declared or undeclared), act of terrorism or other threatened acts of violence, hijack, blockade, national strikes, riots, civil commotion or disturbance, a governmental restraint, a court order, an act or omission of a government agency, fire, flood, storm, cyclone or earthquakes.

Location means Facilities - located at:

South Australia Aquatic and Leisure Centre - 443 Morphett Rd Oaklands Park SA 5046.

Adelaide Aquatic Centre – Jeffcott Rd Nth Adelaide SA 5006.

Operating Hours means the period during which the Facilities are open and accessible to the public, times which are available at:

South Australia Aquatic and Leisure Centre - <https://saaquatic.ymca.org.au/visit/opening-hours>,

Adelaide Aquatic Centre - <https://adelaideaquaticcentre.com.au/visit/opening-hours>

and may vary subject to any public holidays observed in South Australia.

Services means the provision of swimming lessons by YAESL (**Lessons**) and access to the Facilities.

Service Fees means the fees that You are required to pay to YAESL to receive the Services from Us.

Suspension means where the Services to you are paused or put on hold for a duration on the terms set out in clause 8.

You, User, Customer means the person wishing to receive the Services from YAESL and "Your" has a corresponding meaning.

Direct Debit Services Agreement means an agreement which authorises a merchant to debit money from your bank account. It outlines the terms of the direct debit, including the amount, payment schedule, your rights (such as the ability to cancel), and the merchant's obligations. The Agreement is the legal basis for the recurring payments and must be in place before any funds are debited. Your Membership Agreement.

1. AGREEMENT

By subscribing to the Services, You acknowledge and agree:

- (a) to receive the Services from YAESL at the Facilities as governed by this Agreement;
- (b) to follow the rules, regulations and Conditions of Entry at all times while using the Facilities;
- (c) that to the best of your knowledge, You have no medical reason that might prevent You from using the Facilities safely;
- (d) that We do not provide medical advice before You use the Facility, and cannot give You medical advice whilst You use the Facility or following Your use of the Facility;
- (e) that Your responsibilities under this Agreement, including payments, do not depend on how often You use the Facilities, rather they provide You with an entitlement to use the Facilities and receive the Services, as contained in this Agreement;
- (f) to tell us if at any time You believe that You may not be able to comply with Your obligations under this Agreement, so we can discuss Your options with You;
- (g) that You may enter into this Agreement for the provision of the Services for a Minor and where you do, You are responsible for the Minor's compliance of this Agreement; and
- (h) that this Agreement will come to an end if it is Terminated pursuant to this Agreement.

2. SERVICES AND FEES

- (a) As part of our Services, You are entitled to a certain number of Lessons.
- (b) Our Service Fees and inclusions for such fees are detailed on our website at :
South Australia Aquatic and Leisure Centre - <https://saaquatic.ymca.org.au/swim/swimming-lessons>
Adelaide Aquatic Centre - <https://adelaideaquaticcentre.com.au/swim/swimming-lessons>
- (c) Lessons do not have individual fees attached to them and any Service Fees You pay to us, under this Agreement, are for the Services in full (i.e. for access to the Facilities and for the number of Lessons allocated as per our Service Fee schedule on our website).
- (d) Your Lessons apply solely to You and may not be sold, transferred to, or used by, any other person with the exception that if You are a parent or guardian entering into this Agreement to retain the Services on behalf of a Minor, YAESL acknowledges that the Minor will attend the Lessons and will be permitted access to the Facilities.
- (e) Once You have:
 - (i) agreed to this Agreement, and We have accepted You as a customer and provided You access to the Customer Portal;
 - (ii) selected the Services via the Customer Portal and paid your Service Fees up-front or agreed to a direct debit payment arrangement with Us,

then this Agreement to receive the Services will commence.

3. CUSTOMER PORTAL

- (a) By entering into this Agreement, We will provide You with access to the Customer Portal.
- (b) The Customer Portal is Your platform to our system to book Lessons and Make-Up Lessons with Us and to manage Your payment of the Service Fees as outlined in this Agreement.

4. ACCESS

- (a) Once Your Agreement commences You are permitted to access the Facilities, during all Operating Hours.
- (b) We will keep the Facilities open during the Operating Hours except where such circumstances prevent us from opening the Facilities including a government direction, change in Law or an emergency situation

5. MINORS AND AUTHORISED PAYERS

- (a) Where the Customer is under 18 years of age (**Minor**), this Agreement must be agreed to by a parent or legal guardian who agrees to be bound by all terms and conditions of this Agreement on behalf of the minor and, guarantees all of the obligations of the Minor (Guarantor). The Guarantor is responsible for ensuring payment of Service Fees and for ensuring all obligations arising under this Agreement are complied with.
- (b) Customers under the age of 10 years:
 - (i) must be accompanied by a parent or guardian at all times when in the Facilities;
 - (ii) Comply with Watch-Around-Water requirements as per the Guidelines of Safe Pool Operations.
- (c) If a parent or guardian provides their bank account or credit card details for payment purposes as outlined in this Agreement, they acknowledge and agree that:
 - (iii) they are the authorised payer and are responsible for all payments under this Agreement;
 - (iv) all notices and communications relating to this Agreement, including but not limited to price changes, payment reminders, and contractual updates, may be sent to the email address provided by the Customer via the Customer Portal, unless otherwise requested;
 - (v) it is their responsibility to ensure that all their details on the Customer Portal are correct and up to date at all times to ensure they are receiving communications from Us; and
 - (vi) they may request to update the contact email at any time by contacting Us or updating the details via the Customer Portal.

6. PAYMENTS

- (a) Unless You have paid Your Service Fees upfront, Your Service Fees will be debited from Your nominated account at the agreed payment frequency for your Service Fees as governed in this clause 6 upon completing the direct debit authority via the client portal (**Direct Debit Authority/ Membership Agreement**).

- (b) By completing the Direct Debit Authority, You irrevocably authorise Us to debit Service Fees from Your nominated bank account, in accordance with this Agreement for the agreed amount and frequency of payments, relevant to the frequency of Lessons You have selected via the Customer Portal.
- (c) You authorise Us to arrange for any amount We may debit or charge You pursuant to this Agreement to be debited by Us, from Your bank account.
- (d) Throughout Your Agreement, You must ensure:
 - (i) Your account can accept direct debits (your financial institution can confirm this);
 - (ii) there is sufficient funds in Your account the night before and the full day of your due debit
 - (iii) You tell Us if You are transferring or closing your account, at least one week before Your next direct debit;
 - (iv) You tell Us about any changes to Your credit card, such as its expiry date or number, at least one week before your next direct debit; and
 - (v) You notify Us and Your financial institution if You want to change or stop Your direct debits,
- (e) If the nominated day of Your debit falls on a public holiday or weekend, YAESL will debit Your account on the next business day.
- (f) If You are uncertain as to when the debit will be processed, please inquire with Your financial institution. It is Your responsibility to have clear funds in Your account on the due date of the direct debit.
- (g) Should there be any arrears in payments YAESL will provide You with written notice via the Customer Portal of the arrears and will be authorised to debit the outstanding balance in accordance with such notice in order to bring Your account up to date.
- (h) It is Your responsibility to advise Us if the account nominated by You to receive the direct debit drawings is transferred or closed. It is Your responsibility to arrange with Us a suitable alternate payment method if You wish to cancel the direct debit.
- (i) The supply period is for 14 consecutive days from the date of the most recent automated direct debit payment.
- (j) Should any payment via direct debit be dishonoured, a \$15 administration fee (Dishonour Fee) may be applied to Your next direct debit payment, reflecting the administrative costs associated with processing failed transactions. YAESL will attempt to contact You via email or text message to notify You of the dishonoured payment and the Dishonour Fee that may be added to Your next direct debit payment.
- (k) In the event of payments being dishonoured on two consecutive occasions, YAESL reserves the right to suspend or terminate Your Agreement.
- (l) YAESL may additionally charge any other reasonable fees We incur in the recovery of outstanding payments, including fees associated with third party collection services if required.
- (m) Any outstanding payments may be made through your Customer Account via the Customer Portal and navigating to My Accounts and Payments.

- (n) For the purposes of this Agreement and this clause 6, this Agreement, together with the Direct Debit Authority is your Direct Debit Request Service Agreement with YMCA Aquatic and Event Services Ltd (YAESL) Direct Debit User Id 403163; ABN 161 480 92148.

7. MAKE-UP LESSONS

- (a) The Customer is responsible for attending all Lessons. If You are unable to attend a Lesson and notify Us of your inability to attend a Lesson or if Your Lesson is cancelled by YAESL, You are entitled to one make-up lesson, per each notified absence.
- (b) If You have booked a make-up lesson and are not able to attend, the make-up lesson will be forfeited unless you can provide a valid medical certificate covering the relevant make-up date. You are not able to cancel a make-up lesson unless a medical certificate can be provided for that date.
- (c) Upon termination of this Agreement by the Customer, any eligible make-up lessons will be forfeited if unused upon expiry of the period outline at clause 9(d). Make-up lessons are not redeemable for cash or credit. Full details are available at:
South Australia Aquatic and Leisure Centre - [Student Resources Make Up Lessons](#)
Adelaide Aquatic Centre - [Student Resources Make Up Lessons](#)
- (d) Failure to attend a Lesson without notifying Us at least 90 Minutes before the Lesson will be treated as a 'no-show' and your Lesson booking and entitlement will be forfeited for the Lesson booked. You are not entitled to a make-up lesson where a 'no-show' occurs.
- (e) If you are unable to attend a lesson, that is a Private, Inclusion or Access class booking and You notify YAESL of your inability to attend more than 24 hours prior to your booking or YAESL cancels your booking, you are entitled to a refund/credit for that lesson.

8. SUSPENSION OF LESSONS

- (a) If You require a Suspension for medical reasons, as declared by a qualified medical professional via a medical certificate, You are required to provide us with a medical certificate for the period you require the Suspension for (Medical Suspensions).
- (b) Medical Suspensions may be backdated up to 30 days.
- (c) A Medical Suspension may be requested for a minimum of two (1) week and up to a maximum of eight (8) weeks in each calendar year.

You are entitled to a travel suspension of up to twenty-one (21) days taken as either 21 consecutive days or 3 X 7-day periods per calendar year (Travel Suspension).

- (d) You may request to terminate this Agreement in writing via email (as outlined below in clause (f)) or by visiting the Facility and completing a suspension form (**Notice**).
- (e) If You wish to suspend your Agreement by email, You may do so by emailing Us at
South Australia Aquatic and Leisure Centre - saaquatic@ymca.org.au
Adelaide Aquatic Centre - adelaideaquatic@ymca.org.au
In Your email, We require the following information from You in order to action your request:
- (i) Customer name;
 - (ii) Date Of Birth
 - (iii) Your phone number; address

- (iv) best email address (if not the email address You emailed Us from); and
- (v) reason for the suspension.

We will then contact You to discuss finalising the suspension of Your Agreement with Us.

- (d) Any direct debit payment arrangements will be paused during the relevant Suspension outlined in this clause 8, subject to any Suspension Fees which will be debited from Your nominated Account (where applicable).
- (e) During the suspension period, all Services entitlements are placed on hold and are not accessible. You will not be permitted to access the Facilities while your Agreement is on Suspension.

9. TERMINATION

- (a) This Agreement shall continue indefinitely unless terminated by You in accordance with this clause 9.
- (b) You may request to terminate this Agreement in writing via email (as outlined in (c) below) or by visiting the Facility and completing a termination form (**Notice**).
- (c) If You wish to terminate your Agreement by email, You may do so by emailing Us at South Australia Aquatic and Leisure Centre - saaquatic@ymca.org.au
Adelaide Aquatic Centre - adelaideaquatic@ymca.org.au
In Your email, We require the following information from You in order to action your request:
 - (i) Customer name;
 - (ii) Date Of Birth
 - (iii) Your phone number, address;
 - (iv) best email address (if not the email address You emailed Us from); and
 - (v) reason for the termination.

We will then contact You to discuss finalising the termination of Your Agreement with Us.

- (d) Termination will take effect 14 days after You submit the Notice with Us (or as otherwise agreed) (**Notice Period**) and 14 days after Your final direct debit is processed following YAESL after You have provided Notice to Us.

Termination will take effect at the end of the supply period following payment of the next direct debit due after your cancellation request.

- (e) All payments due during the Notice Period up to the expiry of the Notice Period must still be paid in full. The Customer will be entitled to the Services until the Notice Period expires signifying formal termination of this Agreement.
- (f) We reserve the right to terminate this Agreement on immediate written notice if You do not comply with this Agreement, the Conditions of Entry or the Facilities Rules at any time. We will provide You with written notice of the non-compliance and provide You with an opportunity to rectify the non-compliance within a reasonable timeframe unless We determine, acting reasonable, that the non-compliance presents a risk to the health and/or safety of You, Our staff, any other patron at the Facility or any property.

10. FORCE MAJEURE EVENT

- (a) A party affected by a Force Majeure Event must give written notification to the other party as soon as reasonably possible, providing details of the Force Majeure Event and (to the extent reasonably ascertainable) the obligations from which it is being prevented from discharging.
- (b) If a Force Majeure Event prevents or delays a party from performing its obligations under the Agreement, then the requirement to perform that obligation (other than any obligation to pay) is suspended and neither party shall be liable for any delay or default in performance of its obligations for so long as the Force Majeure Event continues.
- (c) Either party may terminate the Agreement if a Force Majeure Event subsists for more than 2 months by providing written notice to the other party via email.

11. INCREASE IN FEES AND CHANGE OF TERMS

- (a) You acknowledge that We may increase Your Service Fees, direct debit payment amounts, change the frequency of payments, the debit date schedule or this Agreement by providing You with 30 days' written notice.

If you have any queries in relation to any proposed changes, please contact Us:

South Australia Aquatic and Leisure Centre - saaquatic@ymca.org.au

Adelaide Aquatic Centre - adelaideaquatic@ymca.org.au

- (b) You are entitled to terminate this Agreement in accordance with clause 9 prior to the change taking effect. Otherwise, the change will take effect on the date that is 30 days after We provide written notification to You. Written notification may be provided by email or through the Customer Portal (or both).

12. DISPUTES

All disputes regarding a direct debit payment should be referred to YAESL:

- (a) in person at the Facility;
- (b) by telephone on 08 8198 0198;
- (c) mailed with attention to Finance Dept at SA Aquatic and Leisure Centre, 443 Morphett Road, Oaklands Park, South Australia, 5046;
- (d) by email to swim.finance@ymca.org.au
- (e) (where relevant) your nominated financial institution.

13. GENERAL

- (a) Provision of services provided by Us may change and for the purposes of this Agreement, is based on "entitlement" to use and not on actual use.
- (a) We reserve the right to cancel this Agreement for Your non-compliance with this Agreement, the Conditions of Entry or the Facilities Rules at any time. During major events, Customers may not have access to parts of the Facility and parking may be limited. YAESL will endeavour to notify Customers of any upcoming major events via signage within the Facility, via email and on our website at:
South Australia Aquatic and Leisure Centre - <https://saaquatic.ymca.org.au/>
Adelaide Aquatic Centre - <https://adelaideaquaticcentre.com.au/>
- (b) Customers have unlimited access to the Facilities outside of their Lessons.

- (c) The Agreement is governed by the laws of South Australia and the parties submit to the jurisdiction of the Courts of South Australia.

14. PRIVACY

- (a) YAESL acknowledges and respects the privacy of individuals. The information that is being collected on this document is for the purposes of processing Your acceptance of this Agreement and financial institution payments where applicable. YAESL, its authorised staff and contracted service providers such as financial institutions and Government agencies covered by law, maybe recipients of this information.
- (b) By joining or enrolling in Lessons or a program at the Facilities You will receive communications from YAESL from time to time to update you on items relating to this Agreement. YAESL uses a range of mediums to communicate with You including, but not exclusive to, direct mail, email, SMS and telephone. If You do not wish to have your information contained in this document used or disclosed for this purpose the YAESL will be unable to process Your Agreement.
- (c) You have the right to access and alter personal information protecting yourself in accordance with the Commonwealth Privacy Act (Amended 2001). Full details of the YAESL Privacy Policy can be obtained on request at the Centre or online at
South Australia Aquatic and Leisure Centre - <https://saaquatic.ymca.org.au/privacy-policy>
Adelaide Aquatic Centre - <https://adelaideaquaticcentre.com.au/privacy-policy>

15. RECREATIONAL WAIVER ACKNOWLEDGEMENT

- (a) By agreeing to this Agreement, You acknowledge and agree that You accept the following: -
- (i) Your access to and participation in the Activities offered by YAESL may involve significant risk. The risks involved may result in personal injury, death or loss of property. Prior to undertaking any Activities offered by YAESL, You should ensure You are aware of all the risks involved and the risks associated with any health conditions You may have.
- (ii) By accepting the recreational waiver prompt via the Customer Portal when You accept this Agreement with Us and additionally set out in this clause 15, You acknowledge, agree and understand that participation in the Activities offered by YAESL may involve risk. You agree and undertake any such risk voluntarily. You also acknowledge that this document constitutes a 'risk warning' in accordance with any relevant legislation including the Civil Liability Act 1936 (SA).
- (iii) If You or Your parent or guardian refuse to agree to the waiver prompt, YAESL may in its absolute discretion refuse to allow You to participate in the Activities.
- (iv) If You are under 18 years of age, Your parent or legal guardian (Guarantor) agrees to guarantee and provide an indemnity for all of Your obligations under this Agreement and release as provided in clause 15(J).

Your Rights:

- (b) Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies You with services (including recreational services), there is: -
- (i) A statutory guarantee that those services will be rendered with due care and skill; and
- (ii) A statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and

- (iii) A statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying Your Rights:

- (c) Under section 42 of the Fair-Trading Act 1987, YAESL, as the supplier of recreational services, is entitled to ask You to agree to exclude, restrict or modify YAESL's liability for any personal injury suffered by You or another person for whom or on whose behalf You are acquiring the services (a third-party consumer).
- (d) By entering into an Agreement with Us, You will be agreeing to exclude, restrict or modify YAESL's liability with the result that compensation may not be payable if You or the third party consumer suffer personal injury.
- (c) You do not have to agree to exclude, restrict or modify Your rights by however, this will mean You are not eligible to use the Facility in accordance with this Agreement. YAESL may refuse to provide You with services if You do not agree to exclude, restrict or modify Your rights by accepting the terms set out in this clause 15.
- (d) Even if You accept the terms in this clause 15, You may still have further legal rights against YAESL.
- (e) A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.
- (f) A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify Your rights: -

You agree that the liability of YAESL for any personal injury that may result from the supply of the recreational services that may be suffered by You (or a person for whom or on whose behalf You are acquiring the services) is excluded.

For the purposes of this clause 15 in respect of South Australia:-

Recreational services are services that consist of participation in—

- (a) a sporting activity or similar leisure-time pursuit; or
- (b) any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

Personal injury is bodily injury and includes mental and nervous shock and death.

IMPORTANT

By entering into this Agreement, You (and if You are under the age of eighteen, Your Guarantor), acknowledge and agree that You have read this clause 15 before You access or participate in any Activities offered by or through Us.

For the purposes of this clause 15, any reference to YAESL also includes a reference to YAESL's employees, officers and agents.

You (and if You are under the age of eighteen, Your Guarantor) acknowledge and agree that:

- A. You will only perform the Activities in accordance with Your level of ability;

- B. You do not suffer any significant health issues that may impact your ability to participate in the Activities;
- C. You accept and voluntarily assume all risks associated with the accessing and participating in the Activities (including known and unknown risks, not limited to, physical trauma, strains, bruises, sprains, muscle tears, broken bones, cuts and other serious personal injury such as, cardiac injuries and heart attacks, permanent disability, paralysis and death, as well as damage to or loss of personal property, all of which may be caused by Your own actions or inactions or the actions or inactions of others and the conditions in which these activities takes place, or YAESL's gross negligence;
- D. to the extent permitted by law, You waive any rights that You may have to make any claim against YAESL in connection with Your access to and participation in the Activities, and release YAESL from any claims, liabilities, loss and damage in connection with Your attendance at or participation in the Activities including in respect of death or injury;
- E. You agree to indemnify YAESL and its employees, officers and agents against all or any claims, loss, liability, damage or expense (including legal fees) incurred by YAESL in connection with attendance at or participation in the Activities, however caused. Your liability will be reduced to the extent YAESL's reckless conduct caused or contributed to the loss;
- F. to the extent that the Activities constitute "recreational services" under s 139A(2) of the Competition and Consumer Act 2010 (Cth) You agree that other than where YAESL has engaged in reckless conduct, YAESL will not have any liability for any death, physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); or the contraction, aggravation or acceleration of a disease or the coming into existence, the aggravation, acceleration or the reoccurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to you that is or may be harmful or disadvantageous to you or the community or that may result in harm or disadvantage to you or the community;
- G. subject to item J below, nothing in this clause 15 applies to the extent that it would have the effect of excluding or limiting any non-excludable rights You may have under the Competition and Consumer Act 2010 (Cth) or otherwise under law;
- H. the terms in this clause 15 are accepted by You and are in favour of YAESL;
- I. for the avoidance of doubt, any releases in this document are intended to exclude Your rights under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law and all other rights which may legally be excluded;
- J. the Guarantor to the extent permitted by law or as otherwise specified in this document:
 - (a) and subject to clause 15(J)(d), acts as Your Guarantor and unconditionally and irrevocably guarantees the performance of all of Your obligations under this clause 15;
 - (b) and subject to clause 14(J)(d), indemnifies YAESL against any loss You suffer in relation to the performance or non-performance of Your obligations under this clause 14;
 - (c) waives and excludes all rights on Your behalf that You may have against YAESL in respect of any claim in respect of injury or death or any other loss, damage or claim suffered or incurred by You arising from or in connection with participation in the Activities;

- (d) shall be entitled to assert all rights, defences, limitations and exclusions that You are entitled to under this clause 15 (or would have been entitled to under this clause 15 if it were enforceable against You or where not enforceable), including any set-off or counterclaims that You are (or would have been) entitled to assert under this clause 15, but excluding any defences arising from the invalidity, unenforceability or illegality, in whole or in part, of any of this clause 15 (including any unenforceability against You, or any other documents creating, representing or evidencing your obligations, or defences arising from the bankruptcy or other similar proceeding affecting You (if relevant)).

16. GUARANTOR ACCEPTANCE

If the Customer is a Minor (Minor Customer):

- (a) the Minor Customer acknowledges that it has read and understood this Agreement and to be bound by its terms; and
- (b) the Guarantor:
 - (i) acts as the Minor Customer's guarantor in relation to all of the Minor Customer's obligations under the Agreement while the Customer is a Minor; and
 - (ii) indemnifies YAESL against any loss suffered as a result of the Minor Customer's breach of this Agreement.

I, (and if I am under the age of 18 years of age, my Guarantor) acknowledges, by accepting this Agreement, that I / my Guarantor agree to the above terms and conditions.