

MEMBERSHIP TERMS AND CONDITIONS

To ensure Waves Fitness and Aquatic Centre (hereafter referred to as 'the Centre') can provide a high standard of service within a safe, healthy, and welcoming environment, we ask all members to comply with the following conditions

1. RECEPTION AND ACCESS

- (a) All members must swipe or present their card at either turnstile or reception desk every time they attend the Centre.
- (b) Members are required to present their membership card to Centre staff upon request.
- (c) Members are required to have a photograph taken for security reasons.
- (d) Members are to advise any change of address, phone number or medical conditions.
- (e) The centre facilities are available to the general public and not exclusively for members.
- (f) Emergency exits are for emergency use only, as per workplace health and safety regulations.
 - (i) Members must not use emergency exits to enter or leave the facility unless in an emergency or as directed by staff during an evacuation.
 - (ii) Using emergency exits for convenience, propping doors open, or tampering with exits or alarms is strictly prohibited

2. GENERAL CONDITIONS OF ENTRY

- (a) All members agree to adhere to all conditions of entry every time they attend the Centre.

3. FITNESS CENTRE

- (a) All members are required to fill in a pre-exercise questionnaire, membership commencement is subject to the results of the questionnaire, a medical clearance might be required from your doctor.
- (b) Towels & deodorant should be used at all times, for hygiene reasons.
 - (i) One sweat towel per person must always be used.
 - (ii) Your towel must be at least 40cm x 60cm or greater in size.
- (c) Weights MUST be returned to their correct place after use.
- (d) The use of chalk is prohibited.
- (e) Correct training attire & runners to be worn in gym - no jeans, work clothes, boots, sandals, thongs, crocs, slides, or clothing that is likely to cause offence to others or harm to ones self.
- (f) Barefoot training is permitted at the discretion of staff.
 - (i) Clean socks must be worn at all times.
 - (ii) Member must remain stationary within a designated area (e.g. on a mat or lifting platform).
 - (iii) Members must not move around the facility barefoot, and appropriate footwear is required when transitioning between areas or changing weights
 - (iv) Staff reserve the right to ask members to wear shoes if safety, hygiene, or comfort of other patrons is compromised.
 - (v) No barefoot training permitted on cardio equipment.
- (g) Mobile phones may be brought into the gym for personal use such as music, workout tracking, or communication, provided they do not disrupt others.
 - (i) Use of headphones or earbuds is required when listening to music, videos, or other audio.
 - (ii) Please set/change Mobile devices to silent, vibrate mode or lower the ring volume while in the gym
 - (iii) Speakerphone use is prohibited in the gym and fitness areas.
 - (iv) Phone calls should be kept brief and at a low volume or taken outside the training area. Long or loud conversations must be moved to the reception area or outdoors.

- (V) Distractions caused by phone use during workouts may increase the risk of injury. The gym accepts no responsibility for injuries caused by mobile phone distractions
- (VI) Filming or photography for personal use is permitted only if it does not capture other members without consent.
- (VII) Filming for commercial or social media content requires management approval (refer to Photography & Video Policy, clause 23)
- (h) Only qualified staff or personal trainers employed by the Centre may provide exercise instruction, technique correction, or training advice.
 - (I) Members offering unsolicited advice or interfering with another member's workout will be asked to stop immediately.
 - (II) Repeated behaviour may result in a formal warning, suspension, or termination of membership.
- (i) Every member is entitled to one 15-minute Gym Orientation with a trainer. Any follow-up session thereafter is deemed a personal training session and will be charged accordingly.
- (j) Bags are NOT permitted on the gym or group fitness class floor; complimentary lockers and cubby holes are to be utilised.
- (k) No person under the age of 14 is allowed in the gym.
- (l) Children aged 14-16 are allowed to use the Gym
 - (I) A Pre-Exercise Questionnaire must be completed with a parent/guardian signature
 - (II) Must always have direct supervision by a parent/guardian over the aged of 18 years.
 - (III) Can use cardio equipment, must be actively supervised by a parent/guardian
 - (IV) Can access the weights area if a parent/guardian has signed the relevant waiver. If access is granted, must be actively supervised by a parent/guardian.
 - (V) Eligible to participate in all group fitness classes unsupervised excluding Pump and any weights based class
- (m) Children aged 16-17 are allowed to use the Gym
 - (I) A Pre-Exercise Questionnaire must be completed with a parent/guardian signature
 - (II) Eligible for centre membership with a signed membership contract by a parent/guardian.
 - (III) Can use Centre facilities as a casual member (where appropriate).
 - (IV) Eligible to use the gym unsupervised
 - (V) Eligible to participate in all group fitness classes unsupervised

4. GROUP FITNESS

- (a) Bookings open
 - (I) 7 days prior for Reformer Pilates classes
 - (II) 3 days for Group Fitness and Cycle classes
- (b) Check in prior to the class commencement is mandatory at reception desk or gym desk
- (c) No entry is permitted to a group fitness class once the class commenced
- (d) You are required to inform the instructor of any injuries or medical condition prior to the commencement of the class. Failure to do so, you accept the risks, despite these conditions and will always be under the terms of this agreement.
- (e) Towels must be used
- (f) Please ensure your mobile phone is set to silent or vibrate mode before entering the room.
 - (I) Taking calls or attending meetings in the rooms is prohibited during the class.
 - (II) If you leave the class for more than a few minutes, you will not be permitted to re-enter, except to collect your belongings
- (g) Equipment used is to be wiped down prior to pack up.
- (h) Children aged 14 -15
 - (I) Can attend classes unsupervised excluding Pump and any weights-based class
 - (II) Withdrawal must be made at least 1 hour prior to the class commencement,
 - (III) Failure to do so will result in loss of class fee or visit pass
 - (IV) Booking privileges may be removed
- (i) Reformer Pilates classes
 - (I) Must arrive at least 5 minutes prior to allow for setup
 - (II) Grip socks must be worn

5. SWIM SCHOOL

(a) Program Structure

- (I) Learn to Swim and Non-Competitive Squads run 48-49 weeks per year with a 3-4 week break over the December-January school holidays.
- (II) Silver, Gold, and Performance squads will run 49-50 weeks a year on a regular timetable and then a 2-3 week alternate timetable over the Christmas holiday period.

(b) Swim School does not run on public holidays, if your booking falls on a public holiday your direct debit will adjust accordingly, and you will not be charged

(c) Students are eligible to 2 free spectators with each enrolment.

- (I) Any spectator wishing to swim is required to pay the upgrade fee.
- (II) Any student requiring a parent (one) in the water for lessons is deemed to be apart of the enrolment and is not required to pay the upgrade fee to swim before or after the lesson.

(d) The following supervision must be adhered to whilst your child is in lessons

- (I) Students under the age of 3 years will not be accepted by their instructor into lessons without their parent or guardian participating in the lesson. If an assessment of your child over the aged of 3 is deemed to require a parent or guardian in the water this condition applies.
- (II) Students aged 3-10 years must have a parent/guardian within the centre and must remain easily contactable to the instructor and programs officers throughout the lesson.
- (III) Students aged 10 years and over are eligible to attend lessons unaccompanied but parents must remain contactable during their visit to the centre
- (IV) Failure to adhere to supervision policies may result in the termination of lessons.
- (V) Outside of lessons the centre supervision policy must be adhered to (Clause 28)

(e) Swim School does not offer make-up lessons. Missed lessons will be forfeited and a practice pass will be given in lieu of lesson.

- (I) To be eligible for a practice pass, notification is to be received by the notification form at least 30 minutes prior to the time of the missed lesson. (Max 8 per calendar year).
- (II) Practice passes allow entry for 5 people into the facility (maximum of 2 adults)
- (III) Practice Passes are strictly valid for 90 days from the date of the missed lesson
- (IV) Practice pass expiry date is unable to be extended for any reason.

(f) Do not send children to lessons if they are unwell, this assists us in keeping other students and the staff healthy.

- (I) Swim School reserves the right to remove a sick or unwell student from lessons to prevent disease transmission.

(g) Arrival prior to the swim lesson and squad session commencement is required. Any participant that arrives after the warmup (approximately 10 minutes) may be refused entry to the lesson/session to avoid injury or disruption.

- (I) Swim School reserves the right to refuse entry, if entry is refused the parent responsible of the participant will be contacted.

(h) If you are waiting for your lesson to commence, all children are required to wait on the side of the pool until your instructor invites you into the water when it is safe to do so.

(i) We have a structured class so that all students can learn and progress in a positive and fun environment. Our Aquatic Programs staff follow a Behaviour policy within our program.

- (I) Our staff will provide one warning to students for disruptive or unsafe behaviour in the lesson.
- (II) A second warning will result in you sitting out of the pool.
- (III) If the behaviour continues your child may be removed from the class immediately.

(j) Assessments & Progression

- (I) Little Wonders 1 – 3 are progressed on age. Classes are progressed in line with their birthdate when a place at the next level becomes available. Classes are checked every 4-5 weeks and formally assessed quarterly.
- (II) Pre School & School Age Learn to Swim assessments are ongoing and classes are assessed every 4-5 weeks. When students are ready to progress to the next level you will be notified of your new class time via email when a suitable position becomes available. Please note that we will always endeavour to keep this within the hour of your current class time

however we are unable to guarantee this with each progression through the program.

- (III) Squads Test Sets are held 3 times per calendar year. When swimmers are ready to progress to the next squad level you will be notified via email with any specific requirements for your new squad level.
- (k) Lesson Move Requests
 - (I) Must be submitted in writing by the move request form or by email and may take up to 14 days to process in off peak season and up to 21 days in peak season.
 - (II) Any additional bookings made into a class is deemed to be a second class and the centre is not accountable for any payments incurred from any additional fees.
 - (III) Request to cancel unwanted class must be made in writing and will be cancelled as per Clause 8, lock in period (cooling off policy).
- (l) Every effort will be made to adhere to the timetable. However, the Centre staff reserves the right to consolidate classes, alter timetables and change instructors to suit environmental factors, seasonal changes, and usage requirements as necessary.
 - (I) We will endeavour to inform members of any permanent timetable changes 2 weeks in advance, wherever possible.
 - (II) Refunds will not be issued for instructor or pool changes.
- (m) Videos and photos may be taken during swim lessons or squad sessions only in accordance with the Photography & Video Policy (see Clause 23).
 - (I) Members and parents must obtain permission from the programs officer or coach prior to filming to ensure minimal disruption and protection of other participants' privacy.
 - (II) If any other child or swimmer appears in the footage, written consent from their parent/guardian is required before sharing or posting the content.

6. LOCK IN PERIOD (COOLING OFF POLICY)

- (a) New members have the right to cancel their membership within the lock-in cooling off period of 14 days if they are not completely satisfied with the service and/or programs.
- (b) This agreement is subject to a 14-day maximum lock in period.
- (c) The lock in period commences
 - (I) At the commencement date of your membership
 - (II) At the date of your first lesson.
- (d) All 'cooling off' cancellations must be in writing to the Centre.
- (e) No refunds are given for monies paid in advance and cancellation of membership will be in line with the current payment.
- (f) Notice is required to be received by Wednesday 12pm prior to the upcoming debit to ensure enough time for processing prior to the debit.
- (g) Once the 14-day lock in cooling off period has passed members will be required to provide 30 days written notice to cancel their membership as per clause 8

7. SUSPENSIONS

- (a) Request is to be completed through the online membership portal or online form.
- (b) Suspensions are accessible for centre memberships only, including squads' session per week memberships.
- (c) A minimum of 14 days' notice prior to the start of all suspensions is required.
- (d) Maximum suspension on membership types.
 - (I) 8 weeks for ongoing and 12-month memberships per calendar year (including squads memberships)
 - (II) 4 weeks for 6-months memberships per membership term
 - (III) 1 month membership, multi-visit passes, and program memberships (LTS Lessons) are not eligible for suspension.
- (e) All suspensions are for a minimum of 1 week.
- (f) All suspensions are charged a fee of \$1 per day in lieu of current membership fees.
- (g) All suspension fees must be paid at the time of processing suspension, failure to do so will result in fee being processed in house within 7 days.
- (h) No suspension request will be backdated under any circumstances.

- (i) Any unused suspension weeks do not roll over to the next year.
- (j) Requests for a medical suspension must be applied for in writing along with any required documentation as per the medical suspension policy and with approval from management.

8. CANCELLATIONS

- (a) A minimum of 30 days' written notice is required to cancel any membership or program enrolment. Notice must be submitted via the official Cancellation Request Form.
- (b) The 30-day notice period begins on the date the completed cancellation request is received by the Centre.
- (c) No refunds will be provided for any payments made in advance, including for unused lessons or access during the 30-day cancellation notice period.
- (d) During the 30-day notice period:
 - (I) Members will continue to have access to the Centre and/or programs as usual.
 - (II) Missed lessons within this period are not eligible for practice passes, rescheduling, or suspensions.
 - (III) No lesson moves or level progressions will be processed during this time.
- (e) Any active suspension will be automatically removed from the system from the date the cancellation is processed, and fees will resume at the standard rate.
- (f) Any unused practice passes, or class credits will be forfeited once the cancellation request is active.
- (g) All outstanding fees must be paid in full before a cancellation can be finalised. No further cancellations or suspensions will be processed while a balance remains on the account.
- (h) If notification of intent to cancel is not received 30 days prior to the next debit, the scheduled payment will be processed as agreed.
- (i) If notification of intent to cancel is not received 30 days prior, the account will be charged as agreed.

9. PAYMENT OF FEES AND DIRECT DEBIT | DIRECT DEBIT REQUEST AGREEMENT (DDR)

Fees associated with the activities offered at the Centre are part of councils adopted fees and charges. Upon accepting the Debit Success terms and conditions the member agrees to pay the instalment amount at the agreed payment frequency until the swim lesson and/or membership is formally suspended or cancelled.

- (a) Failed direct debit payments incur a dishonor fee, which will be added to the outstanding fees. This fee will need to be paid before using the Centre upon your next visit.
- (b) If there are outstanding fees on your account, notification, Suspension and cancellation requests cannot be processed. The outstanding will need to be settled in order to process your request.
- (c) Failure to settle outstanding fees may result in cancellation of membership.
- (d) Direct Debit charges will continue to be debited from the provided financial details until alternate details are provided.
- (e) Request to cease payments will not be processed unless alternative details have been provided as per clause 8 or is formally cancelled as per Clause 8.
- (f) The member is responsible for:
 - (I) Ensuring the nominated account is valid and set up to accept Direct Debit. Please check with the financial institution where the account is held.
 - (II) Pro rata is paid upon booking.
 - (II) Notifying of a change of financial details
 - i. Provided in writing to the centre.
 - ii. Updating this through online portal.
 - iii. Provided to staff to update at centre (Credit/Debit Card only)
 - (III) Ensure there is enough money in the nominated account on the Direct Debit due date and up to 5 business days following. Please note there may be a delay in the processing if there is a public holiday on the scheduled date of Direct Debit.
 - (IV) Cancellation and suspension of the membership
 - (V) Abide to all [Debtsuccess DDR Agreement Terms and Conditions](#)

10. MULTI VISIT PASSES

- (a) A Multi Visit pass can be shared with multiple people of the same eligible pass type.
 - (i) Must be an eligible equivalent concession or pension card holder.
- (b) Any additional people sharing a multi visit pass must be authorised on the account by the visit pass holder and be registered on the account and allocated their own card to utilise a visit from the pass.
- (c) Any person sharing the pass will be required to complete all required membership, program agreements or questionnaires.
- (d) Multi-Visit Passes are valid for
 - (i) 3 years for Swim, Aquatic, Fitness and Adult Swim Program Passes
 - (ii) 6 months Reformer Pilates Passes
- (e) Passes are nonrefundable.

11. ADDITIONAL FEES FOR SPECIAL SERVICE

- (a) Some services require an additional fee. These include but are not limited to personal training, exercise physiology, fitness testing, training programs, aquatic program (swim lessons and squads) and workplace assessments.

12. PERSONAL TRAINING, FITNESS TESTING, INDIVIDUAL PROGRAMS

- (a) Sessions will not be extended (unless time is available) due to the lateness of the client or due to interruptions caused by the client.
- (b) A condition of participating in this activity is that you do so at your own risk and hereby indemnify and release the Centre, their agents, affiliates, employees, and any person directly and indirectly associated with the trainer against all liability claims, demands and proceedings arising out of or connected with your participation in this activity.
- (c) In the event that you become aware of any medical condition, injury, or impairment that may be detrimental to your health if I participate in this activity, my trainer will immediately be informed. Failure to do so, you accept the risks, despite these conditions and will always be under the terms of this agreement.
- (d) Any request to cancel or reschedule my appointment must be emailed
 - (i) Cancellations are required to be made at least 24 hours in advance of a scheduled session to avoid incurring a cancellation fee
 - (ii) Over 24 hours will not have a fee, any moneys paid for appointment in advance will be credited to your account.
 - (iii) Cancel or reschedule within 24 hours of any appointment, I will incur a cancellation fee of 50% of my appointment charge or loss of visit from visit pass
 - (iv) Sessions cancelled less than 24 hours in advance will incur a cancellation fee of 100% of my appointment fee or loss of visit from visit pass.
 - (v) Failure to cancel your appointment will be charged will incur a cancellation fee of 100% of my appointment fee or loss of visit from visit pass.
- (e) Paid or unpaid personal training or swimming tuition is not permitted within the facility without a formal booking or written authorisation from centre management. Only approved bookings or contractors may conduct swim teaching, swim coaching, or any form of personal training or rehabilitation services within the facility.

13. SEVERABILITY

- (a) In the event any part of this agreement being or becoming void or unenforceable then that part shall be severed from this Agreement with the intention that the balance of this Agreement shall remain in full force and effect, unaffected by the severance.

14. LOCKERS (WHERE PROVIDED)

- (a) All items stored in the lockers are at your own risk and the centre does not accept responsibility for items lost, damaged or stolen.
- (b) Bags are not permitted in the gym or group fitness class; complimentary lockers are to be utilised.

15. REPLACEMENT CARD FEE

- (a) If a Membership Card is lost or destroyed and requires replacement a replacement card fee will apply.

16. TRANSFER OR REFUND OF MEMBERSHIP

- (a) Memberships are not transferable or refundable.

17. CONDUCT

- (a) The person responsible and all participants for whom the person responsible for must comply with any directions given by centre staff and with all notices posted by the venue and must not abuse the equipment or employees of the facility.
- (b) The Responsible Person is responsible for and agrees to reimburse the venue for any damage to the property willfully or negligently caused by the Responsible Person
- (c) Disorderly, rude, or offensive behaviour towards the staff, agents, or other users of the facilities (including the use of offensive or abusive language) by the Responsible Person or any Participant for whom the Responsible Person is responsible will result in the immediate termination of membership/enrolment. For the purpose of this clause, a single occurrence of such conduct may be regarded as sufficiently serious to warrant termination.

18. SAFETY, MAINTENANCE AND SERVICE DEMAND

- (a) The Centre may from time to time as reasonably necessary:
 - (i) Close off any part of the premises or isolate any pieces of equipment for maintenance or safety reasons.
 - (ii) Change the hours of opening and closing or alter class timetables in accordance with demand; or vary Centre rules. Where this occurs, the Centre will provide reasonable notice on the Centre's noticeboards/social media.

19. UNFORESEEN CLOSURES OR CANCELLATIONS

- (a) NSW Department of Health protocols state that the pools must remain closed for a set period, if contamination has occurred.
- (b) Outdoor pools will be closed due to dangerous weather conditions such as lightning.
 - (i) Subsequent classes and lap swimming will be relocated dependent on adequate water space.
 - (ii) Squads will be relocated to land based training dependent on adequate space.
 - (iii) If alternate space cannot be provided and there is more than 20 minutes of your session remaining your account will be credited for the time missed/lesson

20. EMERGENCY PROCEDURES

- (a) In the event of an emergency, follow all the instructions from Centre staff
 - (i) Failure to follow staff directives is at your own risk and may result in injury.
 - (ii) The centre is not liable for any injury caused and
 - (iii) may result in penalties from the authorities.

21. MEDICAL TREATMENT FOR MINORS

- (a) The acceptance of my payment of swimming enrolment and/or membership, I agree to give consent to my child(s) to use the Centres equipment and facilities at my sole and absolute risk and responsibility in all things.
- (b) In my absence and in the event that my child or children require medical or hospital treatment whilst attending the centre, I authorise centre staff to organise medical or hospital treatment on my behalf.
- (c) All patron information will be managed in line with Councils privacy policy.

22. CLOSED-CIRCUIT TELEVISION (CCTV)

- (a) You acknowledge and understand that CCTV is installed in appropriate areas within each centre and surroundings as a strategic component for team members, members and contractors' safety

- and crime and misconduct prevention. Such monitoring may include monitoring behaviour, compliance with entry requirements or for contracted service provider performance.
- (b) By entering our centre, you consent to being filmed under CCTV for these purposes and understand that we will only use and store your image in accordance with our Privacy Policy.
 - (c) All Closed-Circuit Television (CCTV) footage is stored securely and will only be viewed and accessed by authorised people. The footage is retained in accordance with the State Records Act 1998, which in most cases is 30–90 days or unless otherwise directed.
 - (d) CCTV footage may be disclosed to third parties for purposes such as:
 - (I) for law enforcement purposes
 - (II) where individuals have agreed to the disclosure of their information
 - (III) where it is necessary for the health, safety or welfare of individuals or for public health reasons
 - (IV) when otherwise required by law, including under The Government Information (Public Access) Act 2009 (GIPA Act)

23. PHOTOGRAPHY & VIDEO

- (a) We welcome you to capture special moments during your time at the venue. However, the privacy and safety of all participants must be respected. The following conditions apply:
 - (I) Images or videos must only feature your child
 - (II) If any other individual (including children or staff) appears in an image or video, you must obtain consent from the individual (or their parent/guardian) before using, publishing, or broadcasting the image or footage.
 - (III) Cameras, mobile phones, or any recording devices are strictly prohibited in changing rooms or shower areas.
 - (IV) You agree to comply with any request from the centre staff to:
 - Stop using your camera, mobile phone, or recording device; and
 - Delete specific images or footage, where centre staff reasonably believe someone's privacy may have been breached or there are captured footage or images of other people that have been reported to staff.
 - (V) Permission from the programs officer and teacher is required before filming during lessons. This allows staff to assist with positioning and minimise other children appearing in footage.
 - (VI) Videos recorded during lessons must not exceed 20 seconds in length.
- (b) We may take photos and videos to use for social media and other marketing purposes.
 - (I) We may use and post photos or videos onto social media or advertising at our discretion. If you do not want to have photos or videos taken of you or your child, please inform us.
 - (II) Our trainers and coaches on occasions will film within the training session to provide feedback on technique. This footage will be used in house and for reflection purposes only. If you or your child does not wish to participate in this service, please inform your coach/es or trainer/s.
 - (III) Footage recorded by staff for coaching or marketing purposes remains the property of the Centre and will be stored securely in accordance with privacy obligations.
- (c) The use of tripods, lights or microphones to film content for yourself or social media platforms is not permitted without prior permission. If you capture an image or private conversation of another individual, you must have all relevant individuals' consent to use, publish, or broadcast images or video footage.
- (d) Livestreaming including video call via any platform is strictly prohibited within the venue
- (e) Images or videos shared on social media must not contain other children or staff without their consent. The venue reserves the right to request removal of any content that breaches privacy or safety standards.
- (f) Filming or photography for commercial purposes, including social media influencing, requires written permission from management
- (g) The use of or wearing any form of meta (smart) glasses is strictly prohibited in the centre.
- (h) Failure to comply with this policy may result in:
 - (I) Immediate request to delete images or footage;
 - (II) Suspension of filming privileges;

- (III) Removal from the venue;
- (IV) Cancellation of membership without refund in cases of serious or repeated breaches.

24. DAMAGE & PERSONAL INJURY DISCLAIMER

- (a) To the extent permitted by law, the Centre excludes any liability to the Customer in contract, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Customer and/or any other person, or for any costs, charges or expenses incurred by the Customer, arising from or in connection with the Membership Agreement and/or the services/products provided by the Centre, and/or any act of omission of the Centre.

25. AQUATIC AREAS (WHERE APPLICABLE)

- (a) Children under the age of 10 years are not allowed in pool areas without a parent / guardian.
- (b) A coloured wristband must be always worn and visible when using the spa, steam room or sauna. These can be collected from the customer service desk.
- (c) No creams, oil or soaps allowed in the pool/spa/steam/sauna area.
- (d) Patrons are encouraged to shower before entering the pool.
- (e) Dedicated areas of the pool are STRICTLY CLOSED to members and public whilst Aquatic Programs are being conducted. Programs include but are not limited to, child and adult lessons, aqua classes, squad sessions, and facility bookings. Times vary, are posted and updated regularly online and at reception. These areas are not open to the public or members due to safety and supervision.
- (f) The Aquatic Program areas and Ramp Areas are STRICTLY CLOSED during swimming lesson times. These areas are not open to the public due to safety and supervision.
- (g) Management reserves the right to close areas of the pools with no notice.

26. SWIM ATTIRE/HEALTHY SWIMMING

- (a) In the interest of public health and safety, correct swim attire is required in pools and the following is required:
 - (I) Tight fitting Swim nappies are required to be worn by all children that are UNDER 3 years old. If they are 3 years old and fully toilet trained, then they are not required to wear Waterproof Aqua Pants. Huggies (or similar disposable) swim pants must have aqua pants over the top.
 - (II) No underwear, non-swim nappies, boxer shorts or cotton outerwear permitted in the water.
 - (III) Board shorts must have a tight fitted swimming brief underneath. No underwear.
 - (IV) All swimwear must be made of lycra/nylon and always worn in the water and on deck rinse off showers.
 - (V) All swim attire to be tight fitting. Saggy, loose-fitting garments will not be permitted.
 - (VI) If you do not have the appropriate swim-wear centre staff reserve the right to ask you not to enter or to leave the water, facility, or swimming lesson.

27. SPA, SAUNA, STEAM ROOM

- (a) Children under the aged of 16 are not permitted in the spa, sauna and steam
- (b) Spa, sauna, and steam room use is not recommended for children under 16, pregnant individuals, or anyone with medical conditions such as heart disease, high blood pressure, respiratory issues, or skin conditions, unless cleared by a medical professional. Members should consult their doctor if unsure about using these facilities.
- (c) Maximum recommended session time:
 - (I) Sauna/Steam: 15–20 minutes
 - (II) Spa: 10–15 minutes
- (d) Shower thoroughly before entering any spa, sauna, or steam room.
- (e) Wear appropriate swimwear at all times.
- (f) No oils, lotions, or other products that may damage equipment or create hygiene or allergy issues.

- (g) Food and drink are not permitted inside these areas
- (h) Respect the privacy and comfort of other users.
- (i) Mobile phones, cameras, and recording devices are strictly prohibited.
- (j) Exiting immediately is required if feeling unwell, dizzy, or lightheaded.
- (k) Misuse or unsafe behavior will result in removal from the area and may result in removal from the facility.
- (l) Use of spa, sauna, and steam facilities is at your own risk. The venue is not liable for illness, injury, or accidents arising from misuse or non-compliance with these conditions.

28. CHANGE ROOM POLICY

- (a) Children 5 years and older are not permitted in the opposite gender change room.
- (b) Under NO CIRCUMSTANCES are cameras or mobile phones to be used in change room areas or showers

29. PARENTAL SUPERVISION POLICY

- (a) The following safe supervision policies must be adhered to
 - (i) Swimmers 0-5 years old | Always within arm's reach
 - Will be issued a yellow wristband from reception upon entry.
 - Children under 6 years old must be constantly supervised by a parent/guardian.
 - Adequate supervision requires the parent/guardian to accompany the child in the water and always remains within arm's reach of the child within the centre.
 - Ratio: A maximum of 2 children (under 6 years) to 1 adult (over 16 years).
 - (ii) Swimmers Aged 6 – 9 years | Always within sight
 - Children under 10 years old will not be admitted without an appropriate parent/guardian. The parent/guardian must be 16 years or over and adhere to all conditions of entry.
 - Must be constantly supervised by a parent/guardian while in the centre.
 - The parent/guardian must position themselves to have a clear view of the child with no physical or structural barriers between them and the child.
 - The parents must remain diligent with supervision and not be distracted by personal devices such as mobile phones and laptops.
 - If weak swimming ability is determined the swimmer will be asked to swim in areas of the facility that are safest for their assessed ability, or a parent/guardian will be asked to be within arm's reach of the child.
 - Ratio: A maximum of 4 children (6 – 9 years) to 1 adult (over 16 years).
 - (iii) Swimmers aged over 10 years | Can be unaccompanied
 - For swimmers 10 years and older, our staff will use their knowledge of swimming ability to determine the level of supervision required.
 - If weak swimming ability is determined the swimmer will be asked to swim in areas of the facility that are safest for their assessed ability.
- (b) Swim School students under the age of 3 years will not be accepted by their instructor into lessons without their parents or guardian participating in the lesson.
- (c) Parents and guardians must remain easily contactable to the instructor and Programs Officer throughout the lesson. Failure to adhere to supervision policies may result in the termination of lessons.

30. COMPANION CARD POLICY

- (a) The following companion card policies must be adhered to
 - (i) A valid Companion Card entitles the cardholder's companion to free entry when accompanying the cardholder.
 - (ii) The cardholder must hold a valid membership, visit pass, or pay the applicable entry fee.
 - (iii) The card must be presented at the time of entry or booking.
 - (iv) The companion does not receive additional rights to use the facility independently.
 - (v) The companion's role is to provide support to the cardholder (e.g., personal care, supervision, assistance with participation)
 - (vi) Companions are not permitted to use the facilities for their own workout, swim, or class

unless they pay the relevant fee.

(VII) Access is for assistance purposes only.

(VIII) Where program or class bookings are required, the companion's place will be included free of charge if attending only to assist the cardholder.

(IX) If the companion wishes to actively participate in the program for their own benefit, a separate booking and payment is required

(X) Misuse of the Companion Card may result in refusal of entry.

31. PRIVACY NOTICE

- (a) The personal information collected by the centre is for the purpose of entering into this membership agreement. The intended recipients of the information are Council staff and approved contractors of Council. The supply of information is voluntary; however, the form must be completed for the Council to assess the agreement. The information will be stored by Council. You can contact the Council to access or correct this information.

32. BREACH OF TERMS & CONDITIONS

- (a) Any breach of these terms and conditions will result in a warning and any further breach will result in your membership being suspended or terminated.
- (b) A proven serious breach of the general conditions of entry under clause 2 (a) may result in immediate termination of your membership without warning.

DEFINITION OF TERMS

For the purposes of this document, the following terms are defined as:

- **Centre:** Refers to Waves Fitness and Aquatic Centre at 44 Mileham Avenue, Baulkham Hills NSW 2153, including all its facilities (fitness centre, pools, studios, spa/sauna/steam rooms, change rooms, reception and common areas), programs, services, staff, contractors, and management operating on behalf of The Hills Shire Council.
- **Council:** Refers to The Hills Shire Council, the legal owner and operator of the Waves Fitness and Aquatic Centre.
- **Member:** Any individual who has completed a membership agreement with Waves Fitness and Aquatic Centre and has access to facilities and services under the terms outlined in this document.
- **Responsible Person:** A parent, guardian, or adult over the age of 18 who is legally accountable for a minor participant, and/or who has registered another individual under their account or care.
- **Responsible Adult:** An individual aged 18 years or older who is supervising a child or minor within the Centre, in accordance with the Parental Supervision Policy.
- **Participant:** Any individual enrolled in a program, class, or service provided by Waves Fitness and Aquatic Centre, including Swim School, Squad programs, or group fitness.
- **Squad:** A structured swimming program level above Learn to Swim, which includes Ready, Junior, Bronze, Silver, Gold, and Performance Squad levels. Participation is based on skill level and instructor assessment.
- **Practice Pass:** A pass issued in lieu of a missed Swim School lesson, allowing the participant to practice during Centre hours. A Practice Pass permits entry for up to 5 people (maximum 2 adults), must be used within 90 days of issue, and cannot be extended. A maximum of 8 Practice Passes may be issued per participant per calendar year.
- **Cooling Off Period (Lock-in Period):** A 14-day period from the start of a new membership or program enrolment during which a member may cancel with minimal penalty, subject to written notice.

- **Cancellation:** Permanent termination of a membership or program enrolment in accordance with the required notice period (generally 30 days written notice, unless within the Cooling Off Period).
- **Suspension:** A temporary hold placed on a membership or program enrolment, subject to eligibility, notice requirements, and payment of the applicable suspension fee.
- **Medical Suspension:** A suspension granted due to injury, illness, or medical condition, supported by documentation (e.g., medical certificate) and subject to approval by Centre management.
- **Direct Debit Agreement:** The signed agreement between the member and the third-party billing provider (Debitsuccess), authorising recurring payments for ongoing memberships or programs.
- **Multi-Visit Pass:** A prepaid pass that allows multiple entries to the Centre and may be shared among eligible users, in accordance with the terms outlined in this document.
- **Program Membership:** A membership or enrolment tied to a specific program (e.g., Learn to Swim, Squad Training), separate from general access memberships.
- **Companion Card:** A government-issued card that entitles the cardholder's companion to free entry when accompanying the cardholder with disability. The companion's role is to aid and supervision only, and does not include independent use of the facilities.
- **Behaviour Policy:** The Centre's internal guidelines for acceptable conduct and behaviour during lessons, classes, and programs, including disciplinary steps.
- **Non-Refundable:** A fee, pass, or payment that cannot be refunded once paid, except as required by law.
- **Outstanding Fees:** Any unpaid amounts owed to the Centre under this agreement, including dishonour fees, overdue direct debits, or service charges.
- **Privacy Policy:** The Council's adopted policy for the collection, use, and storage of personal information, in accordance with the Privacy and Personal Information Protection Act 1998 (NSW).