

MEMBERSHIP TERMS AND CONDITIONS

To ensure the Centre can provide a high level of service in a safe, healthy, and pleasant environment for all, we ask our members to comply with these conditions.

1. RECEPTION AND ACCESS

- (a) All members must swipe or present their card at either reception 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 facilities are available to the general public and not exclusively for members.

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 AND GROUP FITNESS AREA CONDITIONS

- (a) All members are required to fill in a pre-exercise questionnaire, membership commencement is subject to results of questionnaire, a medical clearance might be required from your doctor.
- (b) One sweat towel per person must always be used. 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) Correct training attire & runners to be worn in gym - no jeans, work clothes, boots, sandals, thongs, or clothing that is likely to cause offence to others.
- (e) No person under the age of 14 is allowed in the gym. Children 14-16 can use cardio equipment only and must complete a Pre-Exercise Questionnaire with a parent/guardian and attend a fitness induction.
- (f) 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.
- (g) No entry to a group fitness class once the class the warmup is completed. Warm up is approximately 5 minutes duration)
- (h) Bags are NOT permitted in the gym or group fitness class; complimentary lockers are to be utilised.

4. SWIM SCHOOL CONDITIONS

- (a) Parents must remain on the premises when children are in swim lessons and watch from designated areas only.
- (b) Swim School does not offer make up lessons. Missed lessons will be forfeited and a practice pass will be given in lieu of lesson. To be eligible for a practice pass, notification is to be received by email at least 30 minutes prior to the time of the missed lesson. (Max 8 per calendar year).
- (c) Do not send children to lessons if they are unwell, this assists us in keeping other students and the staff healthy. Swim School reserves the right to remove a sick or unwell student from lessons to prevent disease transmission.
- (d) 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 sitting out of the pool.
 - (III) If the behaviour continues your child may be removed from the class immediately.
- (e) Program Structure
- (I) Learn to Swim and Non-Competitive Squads run 48-49 weeks per year with a 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.
 - (III) 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
- (f) Assessments & Progression
- (I) 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.
 - (II) Squads Test Sets are held 4 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.
- (g) 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.
- (h) Every effort will be made to adhere to the timetable. However, 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 instructor and/or timetable changes 2 weeks in advance, wherever possible.
 - (II) Refunds will not be issued for instructor or pool changes.

5. SUSPENSIONS

- (a) Request is to be completed through the online membership portal
- (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
 - (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.
- (g) No suspension request will be backdated under any circumstances.
- (h) Any unused suspension weeks do not roll over to the next year.

6. LOCK IN PERIOD (COOLING OFF POLICY)

- (a) This agreement is subject to a 14-day maximum lock in period.
- (b) No refunds are given for monies paid in advance and cancellation of membership will be in line with the current payment.
- (c) The lock in period commences at the commencement date of your membership.
- (d) All 'cooling off' cancellations must be in writing to the Centre
- (e) New members have the right to cancel their membership within the lock in cooling off period if they are not completely satisfied with the service and/or programs.
- (f) 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 7

7. CANCELLATIONS

- (a) A minimum of 30 days' notice is required via the Cancellation request form on the website.
- (b) Cancellation request requires 30 days' notice from the date the request is formally submitted.
- (c) Any outstanding fees are required to be settled for the cancellation request to be processed.
- (d) You are not eligible for suspension within a cancellation period. Any active suspension will be removed by the system from the next invoice/payment date once a cancellation request has been processed.
- (e) You are not eligible for any missed lesson options during your cancellation period. Any active practice passes allocated for classes that fall in the cancellation period will be removed by the system.
- (f) If notification of intent to cancel is not received 30 days prior, the account will be charged as agreed.

8. PAYMENT OF FEES AND DIRECT DEBIT

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 dishonour fee of \$10.00, which will be added to the outstanding fees.
- (b) This fee will need to be paid before using the Centre upon your next visit.
- (c) If there are outstanding fees on your account, Suspension and cancellation requests cannot be processed. The outstanding will need to be settled in order to process your request.
- (d) Failure to settle outstanding fees may result in cancellation of membership.
- (e) The member is responsible for:
 - (I) Ensuring the nominated account is set up to accept Direct Debit. Please check with the financial institution where the account is held.
 - (II) Pro rata is paid upon booking.
 - (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.
 - (III) Notifying of a change of bank details or updating this through online portal.
 - (IV) Cancellation and suspension of the membership

9. 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 to 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 3 years.

10. ADDITIONAL FEES FOR SPECIAL SERVICE

- (a) Some services require an additional fee. These include but not limited to personal training, Fitness Testing, Training Programs, Aquatic Program (Swim Lessons and Squads)

11. PERSONAL TRAINING, FITNESS TESTING, INDIVIDUAL PROGRAMS

- (a) Cancellations should be made at least 24 hours in advance of a scheduled session. Sessions cancelled less than 24 hours in advance will be charged in full to the client.
- (b) Sessions will not be extended (unless time is available) due to the lateness of the client or due to interruptions caused by the client.

- (c) A condition of participating in this activity is that you do so at your own risk and hereby indemnify and release the Waves Fitness and Aquatic 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.
- (d) 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.

12. 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.

13. LOCKERS (WHERE PROVIDED)

- (a) All items stored in the lockers are at your own risk and we do 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.

14. REPLACEMENT CARD FEE

- (a) If a Membership Card is lost or destroyed and requires replacement a Replacement Card Fee of \$10.00 will apply.

15. TRANSFER OR REFUND OF MEMBERSHIP

- (a) Memberships are not transferable or refundable.

16. CONDUCT

- (a) The Responsible Person and all Participants for whom the Responsible Person is responsible 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 wilfully 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.

17. 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 at reception.

18. UNFORSEEN 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, apart from Saturday AM programs due to limitation of 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

19. EMERGENCY PROCEDURES

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

20. MEDICAL TREATMENT FOR MINORS

- (a) The acceptance of my payment of swimming tuition and/or membership, I agree to give consent to my child(s) to use the centre's 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 swimming tuition, 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.

21. PHOTOGRAPHY & VIDEO

- (a) We welcome you to capture the special moments of your time in the venue on camera or video, however the privacy of others must also be respected. Capturing still or video footage is conditional upon the following:
 - (I) If you capture an image or private conversation of another child or individual, you must have all relevant individuals (or their parents) consent to use, publish, or broadcast images or video footage.
 - (II) Under NO CIRCUMSTANCES are cameras or mobile phones to be used in change room areas or showers.
 - (III) You agree to comply with any request by centre staff to discontinue use of your camera, mobile phone, or video, and to delete requested images or footage, where the centre staff reasonably considers that someone's privacy may be breached.
 - (IV) You have the deck supervisors and Teacher's permission to capture footage within the lessons, this allows us to assist other children being caught in the video and our staff can position themselves accordingly. Videos must not exceed 20 seconds
- (b) We may take photos and videos to use for social media and other marketing purposes. We may also use photos or videos posted onto social media at our discretion. If you do not want to have photos or videos taken of you or your child, please inform us.
- (c) 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.

22. 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.

23. AQUATIC AREAS (WHERE APPLICABLE)

- (a) Children under the age of 10 years are not allowed in pool area 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) You must shower before entering the pool.
- (e) Dedicated areas of the pool are closed to members whilst Aquatic Programs are being conducted. Times vary, are posted, and are updated regularly at the entry.
- (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.

24. SWIM ATTIRE/HEALTHY SWIMMING

- (a) In the interest of public health and safety correct swim attire only in pools and the following is required:
 - (I) Please be aware that 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.
 - (II) No underwear, nappies, boxer shorts or cotton outerwear permitted in the water.
 - (III) Huggies (or similar disposable) swim pants must have aqua pants over the top.
 - (IV) Board shorts must have a tight fitted swimming brief underneath. No underwear.
 - (V) All swimwear must be made of lycra/nylon and always worn in the water.
 - (VI) All swim attire to be tight fitting. Saggy, loose-fitting garments will not be permitted.
 - (VII) If you do not have the appropriate swim wear you will be asked to leave the water, facility, or swimming lesson

25. 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

26. PARENTAL SUPERVISION POLICY

- (a) The Centre actively promotes the Keep Watch @ Public Pools initiative designed by the Royal Life Saving Society Australia. Further information on Keep Watch @ Public Pools can be found through Keep Watch at Public Pools | Royal Life Saving.
 - (I) Children under the age of 10 years old must be accompanied by a responsible person over the age of 16 years and the Centre reserves the right to refuse entry to any person, including Swim School participants.
- (b) Swim School 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.
- (c) Parents and guardians must remain easily contactable to the instructor and Wet Deck supervisors throughout the lesson. Failure to adhere to supervision policies may result in the termination of lessons.

27. PRIVACY NOTICE

- (a) The personal information collected in this form 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 Council to access or correct this information.

28. 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 2 (a) may result in immediate termination of your membership without warning.