



Learn to Swim Membership Agreement



Contact Details

Parent/Guardian (or participant if over 18 years)

First Name

Last Name

Phone

Mobile

Email

Address

Suburb

State

Postcode

Emergency Contact Name / Relationship

Emergency Contact Phone

Participant Details (Please Circle)

M / F

Card #	Participant 1 - Name	Date of Birth		
Card #	Participant 2 - Name	Date of Birth		
Card #	Participant 3 - Name	Date of Birth		
Card #	Participant 4 - Name	Date of Birth		
Card #	Participant 5 - Name	Date of Birth		

Prior Medical Conditions (Please tick if applicable & provide detailed information)	Participant 1	Participant 2	Participant 3	Participant 4	Participant 5
Allergy (insect-sting, peanuts, penicillin, etc)					
Respiratory Disorders (asthma etc)					
Hearing Problems (deafness, grommets, etc)					
Heart Conditions (previous heart surgeries)					
Diabetes					
Epilepsy, Convulsions, Dizziness etc					
Special needs (ADD/ADHD, autism/aspergers, cerebral palsy, down syndrome, vision or physical impairment)					

Further Information/Instructions:

General Rules

Swim School Policy

Make up lessons/credits are not offered. Once lessons are purchased, they are non-refundable and non-transferable. When paying via direct debit, 6 successful fortnightly debits must be taken before cancellation may be requested. All cancellations must be submitted in writing via amendment form in centre. By signing this agreement the responsible person understands that they will be charged perpetually until cancellation is requested, in centre via amendment forms. If multiple debits are unsuccessful the student will be removed from their lessons. Members who choose to pay upfront will be committed for a 12 week period, or the remainder of the block. Full payment for each block is required upon selecting upfront membership. For Upfront members re-enrolment into each block is required before commencing the next 12 week block, your position in the class will not be held for you. No lessons will be held on public holidays.

Program Membership Cards

Membership commences immediately once enrolled. A member must present his/her membership card for admittance to the Centre. Admittance may be refused if a member fails to provide their card on request of Centre staff. An administration fee will be charged to replace lost/ stolen membership cards. Membership is personal to the 'member' and membership cards cannot be assigned or transferred to another person unless authorised by the Centre.

Parent/Guardian Consent

In consideration of the acceptance of my payment for swimming tuition provided by our Centre. I hereby acknowledge and agree that: I give consent for my child or children to use the Centre's equipment and facilities at my sole and absolute risk and responsibility in all things. I release and

indemnify to the full extent permitted by law the Centre Operator and its servants, agents and contractors from any and all claims and damages of every kind resulting from an accident, damage or injury occurring on or about the Centre premises. I also give permission for medical/ambulance assistance in case of emergency and agree to pay such costs incurred. I understand the course fees are non-refundable and that membership is a pre-requisite of participation.

Payment

When paying via direct debit the responsible member must complete 6 successful debits before they are allowed to request cancellation from swim school, all cancellations must be submitted as per the Direct Debit Terms and Conditions. If debits are unsuccessful on an ongoing basis the student will be removed from their lessons. Members who choose to pay upfront will be committed for a 12 week period, or the remainder of the block in which they are attending. Full payment for each block to be attended is required on commencement of this membership type and re-enrolment into each block is required before commencement.

Photography Consent

I acknowledge that photos may be taken during lessons for promotional activities, website and social media or future marketing by the operator with no result in royalties or benefits.

Privacy and our 'No Spam' Policy

The information provided on this form is confidential and will not be disseminated to any unauthorised third party. You have the right to access/ correct personal information which will be stored securely on site.

Would you like to receive member newsletters and relevant member promotions via email?

Yes No

(If you wish to opt-out of these communications, you may do so at any time)

How did you hear about our program/Centre?

Facebook Internet Referral Other:

I have read and understood all terms and conditions specified on this agreement.

Signature (member or parent/guardian over 18)

Staff Member Signature

Date

Date

Learn to Swim

All membership conditions have been established to ensure maximum enjoyment and usage of the Centre by all aquatic and fitness club members. On acceptance by the Centre of this agreement you will be referred to as a 'member' and have the usage rights and obligations as detailed below.

1. Legally Binding Agreement

I understand that this agreement is legally binding whether my use of the facility and its service is determined and paid on a yearly, monthly, fortnightly or individual basis. I acknowledge that increases in periodic payments may occur however members will be given a minimum of 30 days written notice.

I understand that my membership agreement is with the City of Sydney. The City of Sydney or its management provider may change direct-debit providers upon providing me with 30 days notice.

2. Membership Cancellation

The Centre reserves the right to cancel this membership agreement and request return of membership card at its discretion.

Cancellations of a Learn to Swim direct debit agreement can only occur after 6 successful fortnightly debits.

Members who are enrolled in Learn to Swim as part of a Family Membership are obliged to adhere to the Learn to Swim Terms and Conditions and as such cancellations can only occur after 6 successful fortnightly debits. minimum of 14 days notice has been provided.

Upfront membership fees are not refundable.

Members may only cancel membership prior to completing 6 debits in the following circumstances:

The member becomes seriously ill, permanently injured or medically disabled or moves/relocates more than 30km away. In such an event the Centre shall have the right to require and verify reasonable evidence in writing of the change of circumstances.

The member does so within the 7 days 'cooling off period' from the date of enrolment.

Cancellations will not be processed while the membership is suspended or if the account is in arrears.

3. Membership Suspension

Suspension privileges are available depending on your type of membership. All eligible members must apply in writing for suspension by completing a membership amendment form in Centre. Suspensions cannot be back-dated at any time.

A member cannot submit a suspension request and cancellation at the same time. Learn to Swim members are entitled to suspend their enrolment for a minimum of a 1 week and a maximum of 6 weeks per year with 14 days notice. This is in addition to the 4 week program closure during December/January period.

Suspensions will not be processed if the account is in arrears.

4. Unavailability of Facility or Services

The centre reserves the right to amend change or cancel lessons at any time with no notice. The centre reserves the right to change instructors at any time with no notice. I agree to accept the fact that a particular facility or service within the Centre premises may be unavailable at any particular time due to prior booking, mechanical breakdown, fire, act of God, loss of lease, catastrophe, or any other reason. Further, I agree not to hold the Centre responsible or liable for such occurrences.

5. Hours of Operation

The Centre reserves the right to vary, add or eliminate from time to time any of the particular facilities or services provided by the Centre. Please refer to current operational information displayed within the Centre.

6. Missed Lessons

No refund is given for missed lessons and make up lessons are not provided. In the event of long term illness or injury, suspension of direct debit payment may occur upon presentation of a medical certificate or at the Centre Manager's discretion, any suspension or cancellation will not be granted retrospectively.

Please respect our precautionary health rules and refrain from lessons if your child or you (including aqua baby program) are suffering from the following:

Any contagious disease e.g conjunctivitis, rubella - refrain from swimming for 1 week.

Flu, fever, head cold, runny infected noses, sore throats, cold sores - refrain from swimming for 1 week.

Vomiting, diarrhoea, ringworm, head lice and urinary tract infection - refrain from swimming for two weeks.

7. Pool Surrounds

For hygiene reasons, all patrons are asked to shower before using the pool.

Parents and Guardians must ensure that children 5 years and under are within arms reach of an adult at all times.

Children under the age of 10 years must be supervised by an adult at all times and will not be admitted to the Centre without an accompanying adult.

Parents and guardians must abide by the swim school hand over policy. Any negligence in this will result in a written warning.

Appropriate swimwear must be worn at all times. This includes the 'Happy Nappy' for babies in our Learn to Swim classes.

Ball games, rough or dangerous play (pushing, back flips, bombing, etc) are prohibited.

Glass or other dangerous items are not permitted in the pool or around the pool grounds.

Eating or drinking in the pool is prohibited.

Diving is only permitted in a depth greater than 1.8m. Please check signage to ensure depth is adequate.

8. Exclusions

The rules and policies of this Centre are put in place to ensure the comfort and safety of all patrons. The Management reserves the right to remove patrons who disobey the Conditions of Entry, refuse to follow the direction of staff or who display inappropriate or anti-social behaviour.

In the case of serious offences or criminal activity, police will be notified and management reserves the right to refuse entry in the future.

9. Direct Debit

Our facility uses Westpac Pay to manage the Direct Debit payment system. All debits are processed every 2nd Friday from the account/credit card that you nominate upon setting up your membership. Please check all Direct Debit documentation for further information. We do not accept American Express, Diners or Non-Australian accounts.

10. General Rules

It is the responsibility of the participant to advise staff of any serious or pre-existing injuries or medical conditions before exercising.

Smoking and/or the consumption of alcohol is not permitted in this facility.

Where lockers are provided, all care and no responsibility is taken for items contained within the lockers.

Bikes are not permitted within the facility. Bike racks are available at the front entrance. You will require your own lock.

Pets or animals are not permitted in the Centre with the exception of guide/companion dogs.

The use of cameras and mobile phones are not permitted in change rooms. Any use of photography, audio or video equipment must be authorised by management.

11. Family Membership

All members must be living at the same residential address and provide appropriate documentation as proof of such.

Membership for children in Learn to Swim is subject to availability and is limited to one lesson per week. Additional costs apply for further lessons.

Members who are enrolled in Learn to Swim as part of a Family Membership are obliged to adhere to the Learn to Swim Terms and Conditions and as such cancellations may only be processed at the end of a block when a minimum of 14 days notice has been provided.

Family Membership only includes children's Learn to Swim and does not include Squads or Adults Learn to Swim.

All family membership fees must be paid via direct debit from one account.

If a suspension is requested it applies to entire membership and we must receive 2 weeks written notice in Centre.

Family programs are subject to availability and some programs will require a booking.

12. Release

Patrons enter the facility at their own risk and accept that management, its employees, contractors, agents and the City of Sydney will not be liable for any injuries that may be sustained whilst at the facility. Patrons consent to receiving any medical treatment that staff consider necessary.

13. Child Protection

Our facility will uphold practices that promote the safety, welfare and wellbeing of children and young people. All members and guests must behave accordingly.