

## **UNSW FITNESS AND AQUATIC CENTRE SWIM SCHOOL TERMS AND CONDITIONS**

### **As of 8 August, 2023**

Terms & Conditions of participation in the UNSW Swim School Program delivered by Clublinks Management PTY LTD (Clublinks) on behalf of the University of New South Wales (UNSW) at the UNSW Fitness & Aquatic Centre. Clublinks on behalf of UNSW reserves the right to amend these Terms & Conditions from time to time as and when required. Clublinks on behalf of UNSW reserves the absolute discretion to terminate participation in any of the UNSW swim school programs at any time for any reason.

#### **COOLING OFF PERIOD**

There is a 7-day cooling off period for all membership types. If a membership is cancelled during the cooling off period, all monies collected will be refunded.

#### **ACCESS TO FACILITY & PROGRAMS**

- Swim School Members are permitted to use the Pool for casual use any day and time outside of their enrolled lesson, except for Saturday and Sunday mornings from 8.30am until 12.00pm.
- Adherence to the Keep Watch guidelines is essential.
- Opening hours and access to facilities may vary in line with public holidays and at times may vary due to operational circumstances.
- We endeavour to communicate promptly and swiftly should regular trading hours or programs change via SMS and or email. Please ensure your contact details are up to date via your Online Client Portal.
- Usual Operating Hours are 6am until 10pm Monday to Friday and 7am until 7pm on Saturday and Sunday. Public Holiday trading hours are usually 7am to 7pm but may vary depending on the holiday.

#### **ENQUIRIES**

- All enquiries should be directed to [swimschool@unswfac.com.au](mailto:swimschool@unswfac.com.au)
- If you require information regarding your child's progress, please contact the Aquatic Programs Manager in person at the reception desk or via email.
- Due to time constraints and in the interest of all swimmers if you would like to speak to an instructor or coach, please email swim school and the information will be passed to them.

#### **APPLICATIONS**

- Application forms must be completed and signed by a parent or guardian over the age of 18 years.
- All swim school participants, except preschool and non-swimmer participants, must be assessed before joining any swim school program.
- For a complimentary swim assessment please contact visit UNSW FAC Monday – Friday between 3.30pm and 6.00pm. For weekend assessments, email [swimschool@unswfac.com.au](mailto:swimschool@unswfac.com.au) to arrange a suitable time and date.
- Places in swim classes & squads are subject to availability and at the discretion of Clublinks on behalf of UNSW.
- All relevant medical information for each participant must be declared at the time of application.

#### **PAYMENTS**

- UNSW Swim School payments will be done via direct debit in accordance with our fortnightly direct debit payment cycle.
- UNSW Swim School operates on a rolling basis. Direct debits will be automatically paused for shutdown periods.
- All participants will receive a UNSW FAC membership card to be presented on arrival at the reception desk for lesson attendance to be recorded.
- UNSW Swim School Program Fees payable are subject to change at any time.

#### **DISCOUNTS**

- UNSW Swim School offer a discount for families who have two or more children (15% discount for first child, 20% discount for second child) who are Learn to Swim participants within the UNSW Swim School program.
- UNSW Swim School offer a discount (15%) for Learn to Swim participants who book 2 or more swim lessons per week.
- There are no other discounts available for any other programs offered by UNSW Swim School.
- The above discounts cannot be combined or used in conjunction with one another.
- The discounts offered are subject to change without notice.

#### **NON-ATTENDANCE**

- Non-attendance to class must be submitted at least 8 hours prior to the start of the lesson.
- Non-attendance should be submitted via the Online Client Portal.

- No refunds or credits are provided for missed lessons.
- Members who successfully mark non-attendance with sufficient notice are eligible for (1) Make Up session which will be automatically applied to the account upon marking non-attendance.
- Please note as of August 2023, Members are also eligible for 4 weeks suspension. Using this feature in lieu of non-attendance should be considered. See Suspension Terms and Conditions below for more details.

#### **MAKE-UP LESSONS**

- Members will receive (1) Make Up Lesson per non-attendance successfully marked.
- Make Up Sessions have a (1) month expiry from the date of non-attendance being marked.
- Redeeming the make-up lesson is strictly subject to availability – While we try to ensure availability to redeem make up sessions, demand may occasionally result in make-up lesson expiring prior to redeeming.
- Make Up lessons should be booked via the Online Client Portal and cannot be booked more than 7 days in advance.
- All make up lessons will be forfeited upon cancellation.
- Make up lessons accumulated prior to 8 August 2023 will be available to redeem until 31 December 2023. As of 1 January 2024, make up sessions accumulated before 8 August 2023 will expire.

#### **CREDITS**

- Swim School members will be entitled to a credit for sessions that have already been charged should the business cancel the class.

#### **SUSPENSIONS**

- As of August 2023 Learn to Swim members are permitted to 4 weeks complimentary suspension per calendar year.
- Suspensions should be submitted via the Online Client Portal.
- A suspension period per request should be no less than 7 days.
- Suspensions can not be backdated under any circumstance.
- Suspensions should be applied at least 24 hours prior to the start of the session to be successful.
- Cancelling during a suspension period is not permitted.

#### **CANCELLATION**

- Learn to Swim enrolments can cancel at any time with a minimum of 28 days' notice.
- Requests to cancel must be submitted in person by visiting UNSW Fitness & Aquatic Centre reception via the Online Learn to Swim Cancellation for available from a reception team member.
- All fees are payable during the 28-day notice period and cancellations cannot be submitted during suspension periods.

#### **REFUNDS**

- All requests for refunds must be made in writing via email to [swimschool@unswfac.com.au](mailto:swimschool@unswfac.com.au) and will be at the discretion of the Aquatic Programs Manager.
- Refunds take a minimum of 14 days from Program Manager approval.

#### **PHOTOGRAPHY AND VIDEO RECORDING**

- Photography and video recording is only permitted when parties and or legal guardians have given permission to do so.
- Any unlawful photography or videography will result in legal action and police will be contacted.

#### **CONDITIONS OF ENTRY**

##### **Facility Conditions of Entry**

- UNSW Fitness and Aquatic Centre has a ZERO tolerance policy towards the physical or verbal abuse of patrons or staff. Offenders will be removed from the Centre.
- Cameras and mobile phones are not permitted in changing rooms.
- No pets or animals are permitted within the Centre with the exception of Assistance animals.
- UNSW Fitness and Aquatic Centre accepts no responsibility for lost or stolen belongings. Patrons have free access to secure lockers and are encouraged to place any personal items in them for the duration of their visit.
- No external commercial food products are to be brought into the facility.
- UNSW Fitness and Aquatic Centre is a non-smoking venue (vapes included)
- Drugs, alcohol and people under the influence are strictly prohibited.
- Patrons are not permitted to bring glass objects, or alcohol into the Centre. We reserve the right to search patrons' bag if any of these items are suspected to be in a patron possession.
- Anyone attempting to gain entry without paying or without authorization will be prosecuted.

- Patrons must not record or broadcast anything from within the centre unless written permission has been provided by centre management.

#### **Aquatic Conditions of Entry**

- All patrons must adhere to the “Keep Watch at Public Pools Policy”.
- Children ages 5 and under must be within arm’s reach of an adult at all times.
- Children ages 6-10 require constant active supervision.
- Children ages 11-14 require regular supervision from an adult.
- Spectators are not permitted enter any body of water until a casual visit is purchased. Anyone found to be using the facility without purchasing the proper entry will be asked to leave until they have purchased the correct facility access pass.
- Unacceptable swimwear: Inappropriate swimwear includes and is not limited to:  
Denim Street Footwear Underwear Street clothes Sport/ gym clothes
- Only recognized swimwear can be worn in the pool and steam room. Only recognized waterproof nappies are to be worn in the water for infants.
- Please always observe pool rules, including shower before entering pool or steam room
- UNSW Fitness and Aquatic Centre staff only are permitted to conduct learn to swim, private swimming lessons and squad coaching. Please always observe pool rules, including shower before entering pool or steam room

#### **PRIVACY**

A customer’s “personal information” (as the term is defined in the privacy act 1988 (Cth)) will only be used by the centre or Club Links to provide you with the service contemplated by the Direct Debit request and contract or in accordance with your selection relating to the privacy disclaimer on the front page of the direct debit request and contract.

#### **ASSESSMENTS**

Assessments are completed on an ongoing basis throughout the term. If you have any feedback on your child’s sessions or progress, please contact the pool deck supervisor, or email [swimschool@unswfac.com.au](mailto:swimschool@unswfac.com.au)

#### **RELEASE**

I am aware that recreational, fitness and sporting activities carried out by Clublinks on behalf of UNSW at the UNSW Fitness & Aquatic Centre, including but not limited to the UNSW Swim School Program, are dangerous undertakings and in undertaking such activities do so at my minor child/children’s own risk. I recognize that such activities require physical exertion which may be strenuous and may cause physical injury and I am fully aware of the risks and hazards involved.

I am also aware that Clublinks on behalf of UNSW at the UNSW Fitness & Aquatic Centre, its directors, instructors, members, servants or agents are absolved from all liability howsoever arising from injury (whether fatal or otherwise) or damage (including to property), howsoever caused arising out of involvement with Clublinks on behalf of UNSW at the UNSW Fitness & Aquatic Centre or from participating in any of the sporting, fitness and recreational activities offered by Clublinks on behalf of UNSW at the UNSW Fitness & Aquatic Centre, or in any way whatsoever due to any negligent act, breach of duty, default and/or omission on the part of Clublinks on behalf of UNSW at the UNSW Fitness & Aquatic Centre, its directors, instructors, members, servants or agents.

I voluntarily agree to assume the risk of any injuries, damages or loss, regardless of severity that my minor child/children’s or I may sustain as a result of being a participant in the activities connected with or associated with my minor child/children’s or own involvement with the UNSW Swim School Program.

By participating at UNSW Fitness & Aquatic Centre, I am aware that there could be photography taken in which I or my dependents appear to be used for media, electronic (including social media) and marketing purposes.