



# UNSW SWIM SCHOOL – TERMS & CONDITIONS (2026)

“Swim Bright” Learn to Swim Program

**UNSW Fitness & Aquatic Centre**

**Operated by Clublinks Management Pty Ltd on behalf of the University of New South  
Wales (UNSW)**



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# Fitness & Aquatic Centre



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## 1. Introduction

These Terms & Conditions (Conditions) govern participation in the UNSW Swim School (Swim Bright Learn to Swim Program) delivered by Clublinks Management Pty Ltd (Clublinks) on behalf of UNSW at the UNSW Fitness & Aquatic Centre (UNSW FAC).

UNSW FAC is owned by the University of New South Wales and operated by Clublinks under management agreement.

Clublinks, on behalf of UNSW:

May amend these Conditions from time to time by providing 28 days' notice, and may, at its discretion, suspend or terminate participation in any UNSW Swim School program (Program) in accordance with these Conditions.

You apply, either for yourself or on behalf of a participant under the age of 18 as their parent/guardian (referred to as "you"), for approval to participate in the Program. In consideration of the application being accepted, you (or you and the participant(s)) acknowledge and agree to these Conditions.

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY.

By submitting your application / enrolment form through the Online Client Portal, you acknowledge that you have read, understood and agree to these Conditions.

## 2. Cooling Off Period

All new Swim School enrolments are subject to a **seven (7) calendar day cooling-off period**, commencing from the date of enrolment.

- (a) Where an enrolment is cancelled within the cooling-off period:
  - All fees scheduled to be charged after the expiry of the cooling-off period will be cancelled.
- (b) Any Swim School lessons **attended during the cooling-off period** are **non-refundable**, regardless of attendance or participation level.
- (c) The standard Swim School cancellation notice period (refer to Clause 13) will be waived where cancellation occurs within the cooling-off period.
- (d) Cancellation requests during the cooling-off period must be submitted by:
  - Completing a Learn to Swim Cancellation Form, available from reception; or
  - Emailing [swimschool@unswfac.com.au](mailto:swimschool@unswfac.com.au), and completing any required form provided in response.
- (e) Nothing in this clause limits, excludes, or modifies any rights or remedies available to you under the Australian Consumer Law.



## 3. Access to Facility & Programs

### 3.1 Swim School Members – Facility Access

- (a) Learn to Swim classes are delivered for fifty (50) weeks of each fifty-two (52) week calendar year.
- (b) During the designated annual shutdown (Christmas and New Year) period:
  - Aquatic membership fees will be temporarily suspended, and
  - Casual Swim Entry fees will apply to all swimming attendance.
- (c) Participants are encouraged to undertake additional practice outside of structured lesson times.
- (d) For Swim School members under eighteen (18) years of age:
- (e) One (1) parent or legal guardian is entitled to complimentary spectator access for the purpose of supervising the enrolled child.
- (f) Swim School members may access the pool for casual swimming outside of their enrolled lesson time, subject to:
  - UNSW Fitness & Aquatic Centre operational hours; and
  - Program availability.
- (g) Casual pool access may be restricted or unavailable during the following priority programming times:
  - Saturdays and Sundays between 8:30am and 12:00pm, when Learn to Swim programs take precedence.
- (h) For Swim School members under five (5) years of age:
  - One (1) parent or legal guardian is entitled to complimentary casual pool access while actively supervising the enrolled child.
- (i) All additional accompanying persons, including:
  - Additional adults; and
  - Siblings not specified above, are required to pay the applicable casual entry fee or hold a valid aquatic membership.

### 3.2 Keep Watch / Supervision Requirements (Mandatory)

All patrons must adhere to the Keep Watch at Public Pools supervision guidelines:

Age	Supervision Requirement
0-5 years	Must be within arm's reach of Responsible Adult at all times in water
6-10 years	Must be constantly and actively supervised by Responsible Adult
11-14 years	Require regular supervision from adult

*N.B Children 11 years and older may be Non-Swimmers or Weak Swimmers and parental supervision should not be restricted by age in these circumstances.*



For more information about the program, [visit Royal Life Saving Australia's website](#) before attending for your next swim to better understand your role in the active supervision of your child or family member.

UNSW FAC staff may remove a child from the water or deny access where supervision requirements are not met.

### 3.2.1 Definition of Active Supervision

For the purposes of this Agreement, "active supervision" means:

- The supervising Guardian is physically present in the same facility area as the child;
- The Guardian maintains continuous visual contact with the child;
- The Guardian is positioned close enough to provide immediate physical assistance if required;
- The Guardian is actively monitoring the child's activities and safety;
- The Guardian is not distracted by other activities (e.g., using mobile phone, exercising, socializing) to the extent that they cannot maintain proper supervision.

### 3.2.2 Guardian Requirements

A person acting as a supervising Guardian must:

- Be at least 18 years of age;
- Be the child's parent, legal guardian, or an adult authorized by the parent/guardian in writing;
- Hold a valid UNSW FAC membership or have purchased a casual visit pass;
- Be physically and mentally capable of providing adequate supervision;
- Remain within the facility for the entire duration of the child's visit;
- Comply with all child supervision ratios specified in Section 3.2 (Keep Watch @ Public Pools policy) when supervising in aquatic areas.

## 3.3 Opening Hours & Operational Changes

(a) Opening hours and access to facilities may vary due to:

- Public holidays;
- University closure periods; and
- Operational requirements, including but not limited to maintenance, events, or safety considerations.

(b) Such variations may result in:

- Partial or full pool closures;
- Lane availability restrictions; and/or
- Changes to scheduled programs, including Swim School timetables.

## 3.4 Communication

UNSW Swim School and UNSW Fitness & Aquatic Centre (UNSW FAC) will make reasonable efforts to notify members of significant changes to:



- Regular trading hours; and/or
  - Program schedules.
- (a) Communication may be provided via one or more of the following channels:
- SMS;
  - Email;
  - UNSW FAC website; and/or
  - Official UNSW FAC social media platforms.
- (b) It is the member's responsibility to ensure that current and accurate contact details are maintained via the Online Client Portal.

### **3.5 Usual Facility Operating Hours**

- Monday – Friday: 6:00am – 10:00pm
- Saturday & Sunday: 7:00am – 7:00pm
- Public Holidays: Usually 7:00am – 7:00pm (subject to variation and closure of Swim School program).

### **3.6 Member Photo Requirement**

For security and member identification purposes, all members are required to take and/or provide a profile photograph upon commencement of membership.

- (a) The member photograph will be:
- Linked to the individual's membership account; and
  - Used for verification upon entry to, and during use of, UNSW Fitness & Aquatic Centre (UNSW FAC) facilities.
- (b) The photograph is used to ensure that:
- Only the registered member is able to access the membership; and
  - Unauthorised access or misuse of memberships is prevented.
- (c) Member photographs will be stored securely in accordance with:
- Clublinks' Privacy Policy; and
  - The Privacy and Personal Information Protection Act 1998 (NSW) and/or other applicable privacy and data protection legislation.
- (d) Member photographs will not be disclosed to third parties except:
- Where required by law; or
  - For the operation, administration, or management of UNSW FAC by Clublinks, UNSW, or any entity engaged by UNSW for these purposes.

## 4. Enquiries & Lesson Information

### 4.1 Contact Information

All Swim School enquiries should be directed to: [swimschool@unswfac.com.au](mailto:swimschool@unswfac.com.au)

### 4.2 Child's Progress

For information regarding your child's progress, please speak with the Aquatic Programs Manager or pool deck supervisor in person, or email [swimschool@unswfac.com.au](mailto:swimschool@unswfac.com.au).

### 4.3 Instructor Communication

To minimise disruption to Swim School lessons and ensure the safety and focus of all participants, members and accompanying persons are requested not to engage in extended conversations with instructors during lesson times.

(a) Any specific questions, feedback, or concerns regarding lessons or student progress should be directed:

- Through the on-duty Pool Deck Supervisor; or
- Via email to the Swim School administration team.

### 4.4 Lesson Duration

Swim Bright Learn to Swim lessons are generally thirty (30) minutes in duration, unless otherwise expressly stated in writing by UNSW Swim School.

### 4.5 Parent & Child Classes (Murray, Darling, Bells)

- Murray and Darling lesson levels require a parent or guardian in the water.
- Bells classes are transitional. A parent/guardian is expected to either enter the water or sit poolside until the child demonstrates sufficient independence and emotional confidence to participate alone, or at the instructor's discretion.

## 5. Applications & Assessments

### 5.1 Parent/Guardian Consent

- All enrolments must be completed through the Online Client Portal.
- For participants under eighteen (18) years of age, enrolment forms must be completed and accepted by a parent or legal guardian who is at least eighteen (18) years of age.

### 5.2 Swim Assessment

(a) Except for preschool programs and non-swimmer classes, all Swim School participants are required to:

- Complete a swim assessment or an online questionnaire (where available); and
- Attend any required follow-up assessment prior to commencing lessons.



- (b) Participant level placement and any subsequent level changes are determined at the discretion of the Aquatic Programs Team and are based on assessed ability, safety considerations, and program structure.

### **5.3 Availability**

- (a) Class placements are subject to:
- Program and lane availability;
  - Appropriate class level suitability; and
  - Operational, risk, and safety considerations.
- (b) The availability of make-up classes is not guaranteed and is contingent upon:
- Vacancies created by other participants signing out of lessons via the Online Client Portal – Make-up lesson - Clause 9 of these Conditions.

### **5.4 Medical Information**

- (a) All relevant medical, health, or physical condition information relating to a participant must be fully disclosed at the time of application.
- (b) It is the responsibility of the parent/guardian or participant to:
- Ensure medical information remains current and accurate, and
  - Notify UNSW Swim School of any changes to the participant's medical condition as soon as practicable.

## **6. Payments, Concessions & Discounts**

### **6.1 Direct Debit**

- (a) UNSW Swim School fees are payable in advance via fortnightly direct debit, in accordance with the published UNSW Swim School Direct Debit Calendar.
- (b) Lessons scheduled on public holidays form part of the ongoing enrolment and will be charged as normal.
- (c) Any applicable make-up lesson, credit, or adjustment arrangements relating to public holiday lessons are governed by Clauses 10 and 14 of these Conditions.

### **6.2 Rolling Program**

- (a) UNSW Swim School operates as an ongoing (rolling) program.
- (b) Enrolments will continue indefinitely unless and until a suspension or cancellation request is submitted and processed in accordance with these Conditions.
- (c) Direct debit payments may be temporarily paused during:
- Extended Christmas/New Year shutdown periods; or
  - Extended facility closures due to operational or safety reasons.

## 6.3 Access Card

- (a) All participants will be issued with a UNSW Fitness & Aquatic Centre (UNSW FAC) membership access card.
- (b) The access card must be:
  - Presented at the gate and/or reception to record lesson attendance; and
  - Used for facility entry where casual pool access is permitted in accordance with these Conditions.

## 6.4 Fee Changes

- UNSW Swim School program fees are subject to variation.
- Where reasonably practicable, a minimum of twenty-eight (28) days' notice will be provided prior to any fee changes taking effect.

## 6.5 Concessions

- (a) Eligibility for concessions (where offered) may require the presentation of a valid:
  - Tertiary student card;
  - Government-issued Health Care Card;
  - Pension Card;
  - Department of Veterans' Affairs Card; or
  - Carer Card.
- (b) Concessions:
  - Apply to the account holder and any eligible linked family members, as determined by UNSW FAC; and
  - Must be approved, verified, and recorded on the account prior to the first lesson being charged at the concession rate.

## 6.6 Family & Multi-Lesson Discounts

- Where published and available, UNSW Swim School may offer:
  - Family discounts for accounts with two (2) or more children enrolled; and/or
  - Multi-lesson discounts for participants enrolled in two (2) or more lessons per week.
- Family and multi-lesson discounts:
  - Cannot be combined with each other or with any other promotional offers; and
  - May be amended, withdrawn, or varied at the discretion of UNSW FAC, subject to reasonable notice.
- The withdrawal or variation of discounts does not constitute a cancellation or refund event under Clauses 13 or 14.

## 7. Transaction Fees & Rejections

### 71. Payment Methods and Transaction Fees

#### (a) Accepted Payment Methods

- Cash (at reception)
- Direct bank transfer/deposit (EFT)
- Debit cards (Visa Debit, Mastercard Debit)
- Credit cards (Visa, Mastercard)
- EFTPOS (at reception only)

#### (b) Transaction Fees

Members are responsible for transaction fees in addition to membership fees. **All transaction fees are non-refundable.**

Payment Method	Transaction Fee
Bank accounts (direct deposit)	\$0.50 per transaction
Visa/Mastercard (domestic)	\$0.43 + 1.65% of transaction
Visa/Mastercard (international)	\$0.43 + 2.75% of transaction
Cash/EFTPOS	\$0

**Fee Variations:** UNSW FAC reserves the right to vary transaction fees at any time to reflect merchant service fee changes. Members notified via email, reception notices, and updated fee schedules (Schedule 6.4).

#### (c) Payment Processing

UNSW FAC uses third-party payment processors. By making payment, Members authorize processing, agree to processor terms and conditions, and acknowledge payment information is handled per applicable privacy laws and PCI security standards.

## 7.2 Direct Debit Payment Terms

### (a) Direct Debit Authorization

By signing up for Direct Debit membership, Members authorize UNSW FAC to automatically debit membership fees from their nominated account on a recurring fortnightly basis, agree to maintain sufficient funds, acknowledge membership continues perpetually beyond the initial Contract Term until formal cancellation per Section 8, and agree to the Direct Debit Service Agreement terms.



## **(b) Payment Schedule**

**Fortnightly Cycle:** Payments processed every 2nd Thursday, covering the following 14 days (paid in advance).

**Pro Rata Payment:** At sign-up, a pro rata payment is due from the Start Date to the day before the first Direct Debit cycle, payable immediately via credit/debit card or direct transfer.

*Example: Sign up Monday Jan 6, first debit Thursday Jan 9. Pro rata covers Jan 6-8 (3 days), first debit covers Jan 9-22 (14 days).*

## **(c) Member Obligations**

Members must:

- Maintain sufficient funds in nominated account on each debit date
- Keep account open and active for membership duration
- Update account/card details before expiry
- Notify UNSW FAC immediately if account is closed, changed, or suspended

## **(d) Failed Payments**

**Rejection Fee:** \$10 applies if payment is rejected, dishonoured, or fails (insufficient funds, closed account, expired/cancelled card). Fee is in addition to outstanding membership fees and must be paid immediately. UNSW FAC will re-process the failed payment plus Rejection Fee; additional transaction fees may apply.

### **Consequences:**

- Membership access may be suspended until all amounts paid in full (membership fees, Rejection Fees, transaction fees)
- Multiple failed payments may result in membership suspension/termination or requirement to change to Upfront payment

## **8. Non-Attendance**

### **8.1 Notification of Non-Attendance**

- (a)** Non-attendance at a scheduled Swim School lesson must be recorded no later than six (6) hours prior to the scheduled lesson start time.
- (b)** Non-attendance must be recorded by:
- Signing out of the specific lesson via the Online Client Portal.

- (c) Failure to record non-attendance in accordance with this clause will result in the lesson being deemed attended for all administrative and billing purposes.

## **8.2 Missed Lessons – No Refunds**

- (a) No refunds or fee credits will be issued for lessons that are not attended by the participant.
- (b) Where non-attendance has been correctly recorded in accordance with Clause 8.1, the member may be eligible for a make-up lesson entitlement, subject to the conditions set out in Clause 9.

## **9. Make-Up Lessons TOKEN**

- (a) Members are entitled to one (1) make-up token for each instance of non-attendance correctly recorded in accordance with Clause 8.1.
- (b) Make-up token:
- Expire one (1) calendar month from the date of the missed lesson;
  - Are strictly subject to class and lane availability;
  - Must be booked via the Online Client Portal;
  - Cannot be booked more than seven (7) days in advance of the selected class date.
- (c) All unused make-up lesson entitlements are automatically forfeited upon cancellation of enrolment, for any reason.
- (d) Any extension or reinstatement of expired make-up lesson entitlements is:
- Not guaranteed; and
  - Granted solely at the discretion of the Learn to Swim Coordinator or Aquatics Manager, taking into account operational and safety considerations.

## **10. Credits**

### **10.1 Centre-Initiated Lesson Cancellations**

- (a) Where UNSW Swim School cancels a scheduled lesson due to circumstances including, but not limited to:
- Staff unavailability;
  - Facility, equipment, or maintenance issues;
  - Safety, weather, or operational requirements, affected Swim School members will receive either:
  - One (1) make-up lesson token; or
  - A lesson credit, as determined by UNSW Fitness & Aquatic Centre (UNSW FAC) Management.

- (b) The form of compensation provided (credit or make-up token) will:
- Be determined at the sole discretion of UNSW FAC Management; and
  - Not give rise to a cash refund except where required under the Australian Consumer Law (ACL).

## 10.2 Public Holidays

- (a) Where the Swim School program does not operate on a public holiday, affected members will receive:
- One (1) make-up lesson token for the cancelled lesson.
- (a) The application of lesson credits in lieu of a make-up token:
- Is not guaranteed; and
  - May be applied only at the discretion of the Aquatics Manager.

## 11. Suspensions (Freezes)

### 11.1 General Suspension Entitlement

- (a) Swim School members are entitled to up to four (4) weeks of complimentary suspension per calendar year.
- (b) Suspensions must:
- Be taken in minimum blocks of seven (7) consecutive days; and
  - Be requested in advance.
- (c) Suspension requests must be submitted:
- Through the Swim School Office; or
  - Via the approved suspension request process or form, where offered.
- (d) Suspensions:
- Cannot be backdated; and
  - Must be lodged prior to the applicable direct debit for the suspension period.
- (e) Direct debit payments scheduled during an approved suspension period will be paused, subject to processing timeframes.

### 11.2 Effect of Suspension

- (a) During an approved suspension period:
- Membership access will be restricted and access cards temporarily deactivated;
  - Members will **not** be permitted to:
    - Attend Swim School lessons;
    - Book or attend classes or Personal Training;
    - Use guest passes or casual access entitlements.

- (b) Limited access to the Online Client Portal will remain available for the purposes of:
- Viewing account status;
  - Updating contact details; or
  - Requesting an extension of suspension (subject to approval).
- (b) Members may not cancel their enrolment during a suspension period. Any cancellation request will only be processed once the suspension has concluded and payment reinstated.

## 11.3 Medical Suspension

### (a) Extended Medical Suspension Benefits

Extended medical suspensions are available where a valid medical condition prevents participation for periods exceeding twelve (12) weeks. Extended medical suspensions:

- Are granted at no charge;
- Do not count toward the annual four (4) week suspension entitlement;
- Are not subject to a maximum duration, provided valid and current medical documentation continues to be supplied.

### (b) Medical Certificate Requirements

Medical certificates submitted in support of a medical suspension must include:

- Member's full name;
- Medical practitioner's:
  - Full name;
  - Qualifications;
  - Registration number; and
  - Contact details;
- A clear statement confirming the Member is unable to participate in physical activity and/or exercise;
- The specific suspension duration, including start and end dates or total number of weeks;
- Date of issue;
- Practitioner's signature;
- Official practice letterhead, stamp, or digital equivalent.
- Certificates must be issued by:
  - An Australian-registered medical practitioner; or
  - An international practitioner, accompanied by a certified English translation and verifiable professional credentials.

### (c) Verification & Fraud Prevention

To protect against fraudulent or invalid documentation:

- UNSW FAC reserves the right to:



- Verify the authenticity of medical certificates by contacting the issuing medical professional (with the Member's consent);
- Require certificates to be submitted on official letterhead with verifiable practice details.
- The following will not be accepted:
  - Handwritten certificates without official letterhead;
  - Certificates without a verifiable practitioner registration number.
- UNSW FAC may, at its discretion:
  - Request additional supporting documentation; or
  - Require a second medical opinion.
- Medical certificates:
  - Must be submitted in person or via official Swim School email only;
  - Must be provided as originals or certified copies (photocopies or screenshots will not be accepted unless certified).
- Consequences of Fraudulent Submissions
  - Submission of fraudulent or misleading documentation may result in:
  - Immediate rejection of the medical suspension request;
  - Termination of enrolment without refund;
  - Ineligibility for future membership; and/or
  - Legal action, where appropriate.

#### (d) Processing of Medical Suspensions

- Medical suspension requests must be submitted:
  - In person at the UNSW FAC Swim School Office; or
  - By email to [swimschool@unswfac.com.au](mailto:swimschool@unswfac.com.au), together with all required documentation.
- Requests will be:
  - Assessed by management within three (3) business days; and
  - Approved, rejected, or approved for a shorter duration than requested, at UNSW FAC's discretion.
- Members will be notified of the outcome via email.

#### (e) Return from Medical Suspension

- Prior to resuming participation following a medical suspension, UNSW FAC may require:
  - Written medical clearance confirming fitness to resume physical activity;
  - Completion of an updated Pre-Exercise Health Screening Questionnaire;
  - A Personal Trainer consultation, re-induction, or safety briefing, where required.

## 12. Refunds

- (a) All refund requests must be submitted in writing to [swimschool@unswfac.com.au](mailto:swimschool@unswfac.com.au).
- (b) Any refund issued is subject to approval at the discretion of UNSW Fitness & Aquatic Centre (UNSW FAC) Management.
- (c) Approved refunds may take a minimum of ten (10) business days from the date of approval to be processed.
- (d) Nothing in this clause limits, excludes, or modifies any rights or remedies available to you under the Australian Consumer Law, including where:
  - Services are not provided with due care and skill; or
  - Any other consumer guarantee has not been met.

## 13. Cancellation

- (a) Swim School enrolments may be cancelled by the member at any time by providing a minimum of fourteen (14) days' written notice.
- (b) The fourteen (14) day cancellation notice period reflects operational requirements, including:
  - Staffing allocations;
  - Lane and facility scheduling; and
  - Program planning.
- (c) Cancellation requests must be submitted by:
  - Completing a Learn to Swim Cancellation Form, available from the Swim School Office; or
  - Emailing [swimschool@unswfac.com.au](mailto:swimschool@unswfac.com.au) and completing any required cancellation form provided in response.
- (d) The fourteen (14) day notice period will commence from the date a valid cancellation request is received and confirmed by UNSW FAC.
- (e) All fees remain payable for lessons scheduled during the fourteen (14) day cancellation notice period.
- (f) Suspension (freeze) requests are not permitted during the cancellation notice period.
- (g) Any outstanding fees or balances must be paid in full before a cancellation request can be finalised.
- (h) Where cancellation is requested due to medical reasons:
  - The fourteen (14) day notice period may be reduced or waived at the discretion of UNSW Fitness & Aquatic Centre (UNSW FAC) Management;
  - A valid medical certificate must be provided in accordance with the Medical Suspension requirements set out in Clause 11.3.
- (i) Term-based Swim School memberships (where offered):

- Automatically conclude on the specified end date;
- Cannot be cancelled, suspended, frozen, or refunded prior to expiry;
- Except where required under the Australian Consumer Law.

## 14. Squad Programs - Specific Terms

### 14.1 Squad Membership Types

#### Competitive Squads:

- Focus: Competition preparation and performance improvement
- Eligibility: Demonstrated competitive ability OR completion of squad assessment; commitment to competition participation

#### Squad Levels:

- Bronze: Entry-level competitive
- Silver: Intermediate competitive
- Gold: Advanced competitive
- Platinum: Elite competitive

#### Non-Competitive Squads:

- Focus: Technique improvement and general fitness without competition pressure
- Eligibility: Basic swimming competency (able to swim 100m to 200m continuously)

#### Squads Levels:

- Pre-Squads
- Fitness Squad

### 14.2 Session Times, Booking, and Attendance

Session Times: Available on website and Client Portal. Subject to change with 14 days' notice.

Mandatory Booking: All sessions MUST be booked via Client Portal (Client Portal >> Book >> Classes >> Find squad). Booking opens to one month in advance. Failure to book may result in session unavailability.

#### Attendance Requirements:

- Regular attendance and punctuality expected
- Cancellations must be recorded at least 6 hours prior via Client Portal
- Missed sessions non-refundable
- Extended absences (3+ consecutive weeks) require coach notification
- Squad placement may be reviewed if attendance falls below minimum requirements

### 14.3 Program Breaks and Pool Access

Holiday Periods: During public holidays and seasonal breaks (2-week Christmas/New Year closure), squad sessions do not run but membership charges continue, permitting general pool access during this time (unless suspension applied).

Pool Access Outside Squad Times: Squad members may use pool facilities for general recreational swimming outside squad session times as part of membership.

## **14.4 Coach Variations and Qualifications**

Qualifications: All squad coaches qualified and trained to deliver sessions.

Substitutions: Squad coaches may vary depending on availability. UNSW FAC reserves right to substitute coaches without advance notice. Class format may vary slightly but core training remains consistent.

## **14.5 Squad Conduct and Behaviour**

- Disruptive behaviour or disrespect toward coaches/members
- Failure to follow safety instructions
- Arriving unprepared or without required equipment

Violations: May result in removal from session, squad demotion, suspension, or termination without refund.

## **14.6 Squad Suspension and Cancellation**

### **Suspension (Freeze):**

- Maximum 8 weeks complimentary per calendar year
- Minimum 7-day blocks
- Additional weeks: \$3.50/week charge
- Cannot be backdated or applied during cancellation periods

### **Cancellation:**

- Minimum 14 days' written notice required
- Lodge via Cancellation Form (available at reception or email [swimschool@unswfac.com.au](mailto:swimschool@unswfac.com.au))
- Fees remain payable during notice period

## **15. Swim School Closures**

(a) UNSW Swim School may be closed on public holidays and during specified holiday or shutdown periods, as determined and advised by UNSW Fitness & Aquatic Centre (UNSW FAC).

(b) Notice of planned closures will be provided, where reasonably practicable, via:

- In-centre signage; and/or
- Online communication channels, including email, website, or member portal notifications.

(c) Where lessons are cancelled due to planned closures, affected members will receive:

- A make-up lesson token or lesson credit, in accordance with Clauses 10 (Credits) and 11 (Suspensions).
- (d) UNSW Swim School may also cancel lessons or close the facility due to unforeseen circumstances, including but not limited to:
  - Government or University directives or restrictions;
  - Air or water quality concerns;
  - Severe weather events;
  - Safety incidents or emergency situations.
- (e) Where cancellations occur due to unforeseen circumstances, members will be issued a make-up lesson token or credit, as determined by UNSW FAC Management.
- (f) Refunds will not be provided for closures under this clause, except where required by the Australian Consumer Law.

## 16. Photography & Video Recording

- (a) **Photography and video recording are strictly prohibited** in:
  - Change rooms; and
  - Toilets.
- (b) Any photography or video recording within UNSW FAC facilities must:
  - Comply with UNSW policies and procedures;
  - Obtain prior approval from UNSW FAC Management where required; and
  - Be undertaken only with the consent of any individuals recorded, or their parent or legal guardian where the individual is under eighteen (18) years of age.
- (c) Any unlawful, unauthorised, or inappropriate photography or recording may result in:
  - Immediate removal from the Centre;
  - Suspension or termination of enrolment or membership; and/or
  - Referral to relevant authorities where required by law.

## 17. Conditions of Entry – Facility & Aquatic Use

All Swim School members and supervising adults must comply with:

- UNSW FAC Conditions of Entry;
- Aquatic area rules; and
- Directions from UNSW FAC staff at all times.

**Key points include (non-exhaustive):**

- Zero tolerance for abuse, threats, harassment, drugs, alcohol or unsafe behavior;
- No glass, alcohol or prohibited items in the facility;
- Cameras and mobile phones are not permitted in change rooms;
- UNSW FAC is a non-smoking venue (including vaping);

- Appropriate swimwear must be worn (no denim, underwear, cotton outerwear, etc.);
- Lap lane etiquette must be observed;
- Only UNSW FAC-approved staff may conduct swim lessons or coaching.
- UNSW FAC accepts no responsibility for lost or stolen belongings. Lockers are available and strongly recommended.

## 18. Hygiene Standards

To maintain high health and safety standards:

- Shower yourself and your child before entering any pool.
- Do not swim if you or your child has had diarrhea or vomiting in the last two weeks;
- Infants, toddlers and incontinent patrons must wear close-fitting swim nappies.
- Always wash hands after using the toilet or changing nappies.
- Dispose of nappies in the sanitary bins provided.
- Avoid drinking or swallowing pool water.
- Notify staff immediately if any faecal incident occurs.

## 19. Public Health & Communicable Diseases

- (a) Participation in UNSW Swim School programs is subject to:
- Public health and safety measures implemented by UNSW and Clublinks; and
  - Any applicable NSW Government orders, including directions issued by NSW Health or other relevant authorities.
- (b) Members must not attend lessons if the participant is suffering from a contagious or infectious condition, including but not limited to:
- COVID-19;
  - Conjunctivitis;
  - Influenza or flu-like illness;
  - Gastroenteritis;
  - Fever;
  - Infected or persistent runny nose;
  - Sore throat;
  - Cold sores;
  - Ringworm;
  - Head lice; or
  - Urinary tract infection.
- (c) UNSW FAC reserves the right to refuse entry or participation where attendance may pose a health or safety risk to participants, staff, or the wider community.

## **20. Privacy**

### **20.1 Collection and Use**

UNSW FAC collects: name, contact details, date of birth, emergency contacts, health information, payment details, membership usage data, CCTV footage. Used for: membership administration/facility access, payment processing/billing, health and safety, marketing/promotional communications, legal compliance, operational/security purposes. Handled per Privacy Act 1988 (Cth) and Australian Privacy Principles.

### **20.2 Marketing Communications**

Members receive: operational communications (closures, maintenance, emergencies, safety updates), membership communications (renewals, payments, policy changes), and marketing communications (promotions, events, services, newsletters). Operational and membership communications cannot be opted out (essential for facility access/safety).

### **20.3 CCTV and Surveillance**

CCTV cameras operate throughout facility (excluding changing rooms, toilets, private areas) for security, safety, and operations. Footage used for: security/theft prevention, incident investigation/evidence, staff training/quality assurance, legal compliance. Retained 30 days; may be provided to law enforcement. By entering, members consent to CCTV monitoring/recording.

### **20.4 Photography and Marketing**

UNSW FAC may photograph/film/record members on premises for marketing, promotional, social media, website, or operational purposes. By entering, members consent to: being photographed/filmed/recorded, use of material by UNSW FAC without compensation, and publication on websites/social media/print/other media. Members not wishing to be photographed should inform staff (UNSW FAC will make reasonable efforts but cannot guarantee exclusion).

### **20.5 Data Sharing and Member Rights**

UNSW FAC may share personal information with: UNSW, payment processors/banks, entities managing UNSW FAC, third-party service providers (IT, marketing, cleaning, maintenance), law enforcement/regulatory authorities (where required), and emergency services.

Members may request access, correction, or deletion of personal information by contacting UNSW FAC.

## 20.6 Member Profile Photo Requirement

**Required:** All members must provide profile photo upon joining or at first facility visit.

**Purpose:** Photo linked to member's account for identification/verification upon entry (displayed to reception staff at check-in) to prevent unauthorized membership use and ensure only registered member accesses facility.

**Photo Requirements:** Clear, recent photograph of member's face. Front-facing, head and shoulders visible. Taken at reception or uploaded via Client Portal. Must be updated if appearance changes significantly.

**Privacy and Storage:** Photos stored securely in membership database per Privacy Act 1988 (Cth) and Australian Privacy Principles. Photos not shared with third parties except: UNSW, entities managing UNSW FAC, law enforcement/regulatory authorities (where required by law), or as otherwise permitted under Section 20.5 (Data Sharing).

**Card Sharing Prevention:** Member profile photos are a critical anti-fraud measure to prevent unauthorized membership card sharing. Photos are displayed to reception staff at every check-in to verify that the person entering is the registered member. Sharing membership cards is strictly prohibited and will result in immediate termination without refund and permanent ban for both parties per Section 3.5(e).

**Refusal:** Members refusing to provide profile photo may be refused membership or facility access.

## 21. Assessments (Ongoing)

- (a) Swim School participants are subject to ongoing assessments to monitor progress and determine appropriate level placement or promotion.
- (b) Requests for formal feedback may be directed to:
  - The Pool Deck Supervisor; or
  - [swimschool@unswfac.com.au](mailto:swimschool@unswfac.com.au)

## 22. Lost Property

UNSW FAC accepts NO responsibility for: Loss, theft, or damage to personal property, belongings, valuables, items in lockers/changing rooms/premises, vehicles in car parks, or items lost/stolen/damaged before/during/after visits.

**Member Responsibility:** Use lockers at own risk. Do not bring valuables. Do not leave belongings unattended.

**Lost Property:** Items handed to reception NOT stored and disposed at end of day. Contact reception to inquire. UNSW FAC not responsible; no guaranteed items will be found/returned.

## 23. Medical Disclosure

- (a) You warrant that the participant:
- Is medically and physically fit to participate in Swim School activities;
  - Is not a danger to themselves or others; and
  - Is not receiving treatment for any condition that would make participation unsafe.
- (b) You agree to:
- Disclose any pre-existing medical condition or health concern that may affect participant safety; and
  - Notify UNSW FAC of any accident, injury, or incident occurring while using the facility, prior to leaving the premises.

## 24. Non-Transferable Enrolment

- (a) Swim School enrolment is personal to the participant and may not be transferred to:
- Another person; or
  - Another program.
- (b) Any attempt to transfer enrolment without the knowledge and consent of UNSW Swim School may result in:
- Immediate cancellation of enrolment; and
  - No entitlement to a refund.

## 25. Safety, Risk Warning & Liability

- (a) Participation in swimming and aquatic activities involves inherent risks, including but not limited to:
- Personal injury;
  - Illness;
  - Drowning; and
  - Death.
- (b) You acknowledge and agree that:
- Participation is voluntary and undertaken at your own risk;
  - All rules, safety procedures, and directions from UNSW FAC staff must be followed at all times;
  - In an emergency, UNSW and Clublinks may arrange first aid, evacuation, or medical treatment at your cost, where not covered by insurance or Medicare.
- (c) To the extent permitted by law, liability for death or personal injury arising from participation in Swim School programs or use of UNSW FAC facilities is excluded, except where:
- Harm is caused by the reckless conduct of UNSW, Clublinks, or their employees; or
  - Liability cannot be excluded under the Australian Consumer Law.



- (d) This clause operates to the fullest extent permitted under:
- Section 139A of the Competition and Consumer Act 2010 (Cth); and
  - Sections 5M–5N of the Civil Liability Act 2002 (NSW).
- (e) Nothing in these Conditions excludes or limits rights or guarantees that cannot lawfully be excluded under the Australian Consumer Law.

## **26. General**

- These Conditions are governed by the laws of New South Wales, Australia.
- If any provision of these Conditions is held to be invalid, unlawful, or unenforceable:
  - That provision will be read down or severed; and
  - The remaining provisions will continue in full force and effect.
- A failure or delay by UNSW or Clublinks to enforce any right under these Conditions does not constitute a waiver of that right.

## **27. Member Acknowledgment**

By signing this Agreement, making payment, accessing UNSW FAC, or using any services, the member acknowledges they have: read, understood, and agree to be bound by all terms and conditions; received copy of or access to this Agreement; had opportunity to seek independent legal advice; completed Pre-Exercise Health Screening Questionnaire truthfully and accurately; acknowledged all risks associated with physical activity and UNSW FAC use; and agreed to indemnify and release UNSW FAC