

CB Aquatic Membership Upfront

GENERAL

- These Terms and Conditions constitute a legally binding agreement between you and City of Canterbury Bankstown (Council). By registering, enrolling or otherwise signing up to the relevant membership, pass or program, you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions.
- Council may vary operating hours, timetables, facilities, equipment, classes and programs at its Centres from time to time, including due to maintenance, repairs, contamination events, staffing, weather conditions or public holidays. Temporary unavailability or reduced capacity does not entitle you to a refund, credit or extension, except to the extent required by law. Council will use reasonable endeavours to provide notice of material changes where practicable.
- You must comply with the Leisure & Aquatic Centre Conditions of Entry and all Centre rules, as amended from time to time. The Conditions of Entry form part of these Terms and Conditions.

CB AQUATIC MEMBERSHIP and PAYMENTS

- All individuals aged fifteen (15) years and over are required to have an active profile. A photograph will be taken at reception and government-issued identification must be presented upon request for verification purposes. Council reserves the right to refuse entry where satisfactory identification is not produced or where misuse of a pass is reasonably suspected.
- There is a seven (7) day cooling off period that begins on the day your membership contract is signed, during which you can terminate your membership by providing notice in writing to the place where you purchased the membership.
- Members must supply proof of current student or concession status when applying student/concession memberships and are required to keep this information up to date at all times. Failure to provide or update proof may result in full payment of CB Aquatic Membership Fee.
- The CB Aquatic Membership provides aquatic access to four (4) centres: Canterbury Leisure & Aquatic Centre, Birrong Leisure & Aquatic Centre, Max Parker Leisure & Aquatic Centre and Roselands Leisure & Aquatic Centre.
- Memberships and multi-visit passes provide access to facilities for recreational use only. They do not provide access to any programming or events, including but not limited to; swim school, swimming carnivals, water polo or school entry.
- Full payment for the CB Aquatic upfront three (3), six (6), or twelve (12) month membership term is required at the time of joining. Membership fees are payable upfront using the available payment methods and must be paid in full prior to membership activation and access being granted.
- The membership term begins on the date of purchase and continues for the full nominated period of three (3), six (6), or twelve (12) months.
- Important updates and announcements related to Canterbury-Bankstown Leisure & Aquatics will be communicated via email.
- Customers must provide a valid email address and mobile phone number upon joining. It is the responsibility of the customer to notify Canterbury-Bankstown Leisure & Aquatic staff of any changes to their contact information as soon as possible.
- Council reviews fees and charges on an annual basis in line with Local Government Legislation, once these fees are adopted, they will become effective on 1 July each year. Refer to the Leisure & Aquatic Centre Pricing guide located on the www.cbcty.nsw.gov.au website for the current applicable fees and charges. In certain circumstances, Council reserves the right, to vary, add or eliminate its membership and multi-visit pass inclusions where applicable and/ or the facilities or services it provides at its Leisure & Aquatic Centres.

- City of Canterbury Bankstown reserves the right to refuse entry, cancel a membership, request a customer leave the premises and refuse a refund; if that person does not comply with conditions of entry or centre rules. This includes but not limited to; threatening staff or other customers or predatory behaviour.

MEMBERSHIP BANDS

- Every member will be issued with one (1) membership band. This band must be scanned upon entry.
- Please report any lost or stolen bands to Canterbury-Bankstown Leisure & Aquatics. Replacement bands will incur a replacement fee.
- Failure to produce a valid membership band will result in casual entry fees being charged and may delay your entry to the Centre.

SUPERVISION

- The Canterbury-Bankstown Leisure & Aquatic Centres are partners of The Royal Lifesaving Society's Keep Watch Program. All children under the age of fifteen (15) years must be always accompanied by a responsible adult over the age of eighteen (18) years whilst within our venues.
- All children five (5) years and under, including non-swimmers over the age of five (5) years, must always be within arm's reach of their parent or guardian and be wearing a Keep Watch wristband (provided upon entry).
- Children seven (7) years or older are not permitted to use the opposite gender's change rooms and toilets. Family change rooms are available.

PHOTOGRAPHY

- No photography or filming of any kind is permitted within Canterbury-Bankstown Leisure & Aquatic Centres without prior permission from an authorised Council officer.
- Cameras, video cameras, mobile phones and any devices with photographic capabilities are not permitted within the Leisure & Aquatic Centres' change rooms under any circumstances.

HEALTH and SAFETY

- Appropriate swimwear must be worn at all times to ensure a clean, safe, and enjoyable environment for all patrons. All swimmers who are three (3) years and under, or non-toilet trained, must wear a swim nappy including anyone suffering incontinence, during water activities.
- To the fullest extent permitted by law, you acknowledge that participation in activities at a Centre may involve inherent risks and you release Council from liability for any injury, illness, loss or damage arising from those inherent risks, except to the extent caused by Council's negligence or as cannot be excluded by law.
- All members must complete a pre-activity questionnaire prior to their first visit and/or if there are any changes to your physical or mental health throughout the time you hold a membership with Canterbury-Bankstown Leisure & Aquatics. We may choose to suspend your membership agreement until:
 - your doctor agrees in writing that you are fit to exercise
 - you provide evidence that you have received medical advice on an appropriate exercise program.
- You indemnify Council against any loss, damage, cost or liability suffered or incurred by Council arising from your breach of these Terms and Conditions, your negligent acts or omissions, or any damage caused by you to Council property or to the property or person of any third party whilst present at a Centre.

MEMBERSHIP HOLDS

- Membership holds are not available for upfront memberships. Three (3), six (6), and twelve (12) month membership terms cannot be extended, or placed on hold.

CANCELLATION NOTICE

28. Upfront memberships are non-refundable and cannot be cancelled prior to the expiry of the selected term, except as may be approved by Council under clause 29 in exceptional circumstances.

EXCEPTIONAL CIRCUMSTANCES

29. Requests for membership suspension, credit, cancellation or refund relating to exceptional circumstances, including death, must be submitted in writing using the appropriate form and will be subject to management review and approval. Supporting documentation may be required. All decisions are at the discretion of management.

VIDEO MONITORING

30. For the safety and security of our members, visitors, staff and facilities, Canterbury-Bankstown Leisure & Aquatic Centres operate closed-circuit television (CCTV) surveillance systems throughout our venues. By entering our facilities, you acknowledge and consent to being recorded by CCTV systems. Footage is collected and used for security, safety, incident investigation and operational purposes only.
31. CCTV recordings will not be used for marketing or promotional purposes and will be managed in accordance with applicable privacy legislation. If you have any questions regarding CCTV monitoring within our facilities, please speak with the Site Manager.