

CB Swim Membership

GENERAL

1. 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.
2. 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.
3. 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 SWIM MEMBERSHIP and PAYMENTS

4. 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.
5. CB Swim Membership consists of one (1) class per week and includes unlimited recreational swimming. Additional classes may be added upon request; additional fees will apply.
6. Unlimited recreational swimming is available to all members. For students aged six (6) years and over, an accompanying parent or caregiver is required to pay the respective fees. For members aged five (5) years and under unlimited swimming includes entry for one (1) accompanying parent or caregiver at no additional charge.
7. CB Swim School classes operate on a continuous, year-round basis with a three (3) week, end of year break. Enrolments are ongoing and will continue on a perpetual basis unless cancelled in accordance with the CB Swim Membership cancellation policy.
8. Upon enrolment, customers will be required to sign up for Direct Debit payments. If a direct debit payment is unsuccessful, a declined payment fee will apply as per Council's adopted fees and charges.
9. Pro rata payments will be calculated and processed at the time of enrolment to cover the cost of any remaining scheduled lessons within the current billing period.
10. Important updates and announcements related to CB Swim School will be communicated via email.
11. Customers must provide a valid email address and mobile phone number upon enrolment. 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.
12. Customers are required to inform Canterbury-Bankstown Leisure & Aquatics of any medical conditions, injuries, or health concerns that may affect a student's participation in lessons at the time of enrolment and throughout the duration of their enrolment.
13. 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.cbcity.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.
14. Sibling discounts are available for children from the same immediate family and will be applied at the time of enrolment.

Any changes to family enrolments may affect the sibling discount.

15. A maximum of two (2) guardian spectators per CB Swim School participant, along with spectator children aged fourteen (14) years and under, will be permitted entry free of charge. Additional spectators are required to pay the respective fees. Any accompanying child, parent, or family member who wishes to swim will be required to pay the respective fees.

MEMBERSHIP BANDS

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

SUPERVISION

19. 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.
20. 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).
21. Parents/Guardians have a duty of care for their children prior to, during and at the end of each lesson.
22. 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

23. No photography or filming of any kind is permitted within Canterbury-Bankstown Leisure & Aquatic Centres without prior permission from an authorised Council officer.
24. 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

25. Please do not bring your child to swimming lessons if they are feeling unwell with any of the following symptoms including but not limited to fever, head cold, flu, vomiting, conjunctivitis, diarrhea, head lice, ring worm, chicken pox or any other form of illness that may be contagious or present risk to other customers.
26. All CB Swim School participants are encouraged to wear a swim cap during their lesson to assist with health and hygiene. A swim cap is included in the CB Swim Welcome Pack. Additional swim caps are required to be purchased.
27. 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.
28. Participation in swimming lessons involves inherent risks. To the fullest extent permitted by law, Council excludes 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.
29. Council reserves the right to refuse entry into a lesson provided the participant is showing contagious symptoms or presents a risk to other customers and staff.

30. Swim School students are strongly advised to not eat within thirty (30) minutes of a lesson and should use the bathroom before lessons.

SWIM TEACHERS and TEACHING

31. All Swim Teachers have:
- Working with Children Check,
 - CPR qualification; and
 - Royal Life Saving, AUSTSWIM or Swim Australia Teacher qualifications.
32. The CB Swim School Program aims to provide consistency with swim teachers. However, swim teachers' availabilities and circumstances may change and cannot be guaranteed.
33. Canterbury-Bankstown Leisure & Aquatics reserves the right to consolidate classes to ensure that the delivery of lessons can continue.
34. Council is a child safe organisation. When engaged in swimming lessons we will follow Royal Life Saving, AUSTSWIM and GSPO guidelines on safe teaching however physical correction may be required.

MAKE-UPS

35. Each student is eligible for up to twelve (12) make-up lessons per year.
36. To qualify for a make-up lesson, student or parents/guardians must notify the school of the absence at least one (1) hour prior to the scheduled class start time through the portal. Notifications received less than one (1) hour before the class will not be eligible for a make-up.
37. Make-up lessons are subject to availability and must be scheduled through the portal.
38. Make-ups are only available to members with an active membership, must be used within the same membership year and cannot be carried over to the following year.
39. Failure to attend a scheduled make-up class will count as used. No additional make-up will be granted for missed make-up lessons.
40. Make-up lessons are non-transferable between students or family members.

PROGRAM HOLDS

41. CB Swim class bookings can be held for a minimum of two (2) weeks up to six (6) weeks through the calendar year. A hold fee applies as per Council's adopted fees and charges for each hold requested.

CANCELLATION NOTICE

42. Council requires thirty (30) days' notice to cancel your membership. Requests are to be made by the Cancellation Request Form.
43. Should two (2) consecutive lessons be missed with unexplained absence, your booking will be cancelled effective immediately.

CREDITS and REFUNDS

44. A credit to your CB Swim School account will be provided under the following circumstances:
- A pool closure due to pool contamination.
 - A pool closure due to an electrical storm
45. Credits are only valid for six (6) months, after which they expire and cannot be used.
46. If a cancellation request is received and confirmed prior to a credit being applied to the customer's CB Swim account, a refund will be issued to the original method of payment. Refunds will only apply where eligibility aligns with the circumstances outlined above. Once a credit has been processed and applied

to the account, a refund will no longer be available, and the standard credit validity terms will apply.

EXCEPTIONAL CIRCUMSTANCES

47. 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

48. 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.
49. 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.