

CB Wellness Membership Upfront

GENERAL

1. These Terms and Conditions constitute a legally binding agreement between you and the City of Canterbury-Bankstown Council (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 WELLNESS 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. 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.
6. 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 Wellness Membership Fee.
7. The CB Wellness Membership provides full access to four (4) centres: Canterbury Leisure & Aquatic Centre, Birrong Leisure & Aquatic Centre, Max Parker Leisure & Aquatic Centre and Roselands Leisure & Aquatic Centre.
8. The CB Wellness Membership does not include Reformer Pilates or Personal Training sessions. Members may add weekly Reformer Pilates and/or Personal Training sessions for an additional weekly fee, which will convert the membership to a CB Wellness+ Membership.
9. CB Wellness Members may purchase Reformer Pilates and/or Personal Training session packs upfront at the applicable member rate. All packs must be paid in full at the time of purchase and are subject to the relevant pack terms and conditions.
10. 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.
11. Full payment for the CB Wellness 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.
12. 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.
13. Important updates and announcements related to Canterbury-Bankstown Leisure & Aquatics will be communicated via email.
14. 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.

15. 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.
16. 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

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

SUPERVISION

20. 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.
21. 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).
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. 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.
26. 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.
27. 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:
 - a. your doctor agrees in writing that you are fit to exercise
 - b. you provide evidence that you have received medical advice on an appropriate exercise program.
28. 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.

HEALTH and WELLNESS

29. Participants must wear suitable workout attire and appropriate sports footwear in all exercise areas, except where alternative attire is specified (e.g., Yoga, Pilates, or wet areas).
30. All users must return weights and equipment to their designated storage locations after use.
31. Participants must seek assistance from staff if unsure of how to safely use any equipment.
32. Only facility-approved providers may deliver instruction or guidance in fitness or pool areas. The use of non-facility trainers or instructors, including external personal trainers, swim coaches, exercise physiologists or physiotherapists, is strictly prohibited and Council may, at its discretion, suspend or cancel the membership without refund where this clause is breached.
33. For public health and safety, all participants using health and wellness areas must have a gym towel. A strict 'No Towel – No Train' policy applies. Towels are available for purchase at Reception.
34. Participants must use the antibacterial wipes provided to clean all equipment before and after use.
35. Group Fitness rooms and studios may only be used during scheduled classes or bookings.
36. Customers with additional Wellness+ membership add-ons, including Personal Training or Reformer Pilates, are responsible for booking and attending sessions within the allocated timeframe of their membership agreement.
37. No food is permitted in any health and wellness or studio areas.

GROUP FITNESS PARTICIPATION

38. Participants are required to comply with all instructions and directions provided by the Group Fitness Instructor at all times.
39. Participants must remain outside the studio or pool area until the previous class or booking has concluded and entry has been permitted.
40. Late entry will not be permitted more than five (5) minutes after the scheduled class commencement time. Participants are encouraged to arrive five (5) to ten (10) minutes prior to the scheduled start time.
41. Participants who need to leave a class early must do so quietly and in a manner that does not disrupt the instructor or other participants.
42. Participants are required to inform the instructor prior to the commencement of the class of any injuries, medical conditions, or concerns that may affect their safe participation.
43. Classes will conclude at the scheduled finish time, even if commencement is delayed, to ensure subsequent classes or bookings begin on time.
44. Any behaviour that compromises the safety, wellbeing, or enjoyment of others may result in the participant being directed to leave the class or facility. Repeated breaches may result in suspension or termination of membership.
45. Group exercise equipment may only be accessed and used when authorised by staff.
46. Any damaged or faulty equipment must be reported to staff immediately.
47. Studio conditions, including lighting, fans, temperature, and music, are controlled by staff only.
48. Participants must seek assistance from staff if they are unsure of the correct or safe use of any exercise equipment.
49. Any injury sustained during a class must be reported to staff immediately.

GROUP FITNESS TIMETABLE and BOOKINGS

50. CB Wellness Members may book group fitness classes up to seven (7) days in advance.
51. Class timetables are subject to change based on operational requirements, seasonal adjustments or customer demand. The facility will endeavour to provide a minimum of two (2) weeks' notice of any timetable changes where reasonably practicable.
52. On occasion, classes may be relocated, substituted or cancelled. Notice of such changes will be provided via the customer portal and/or email.
53. The availability of specific instructors is not guaranteed and substitute instructors may be appointed where necessary.
54. Allocation of specific physical locations within the studio or pool or specific equipment, cannot be guaranteed.

GROUP FITNESS CLASS WAITLISTS and CANCELLATIONS

55. Where a class is fully booked, customers may join a waitlist. Automated waitlist systems will allocate customers into a class if a position becomes available.
56. Customers who are added to a class via the waitlist are responsible for monitoring their booking status. If unable to attend, customers must remove themselves from the class via the customer portal to avoid late cancellation or non-attendance penalties.

REFORMER PILATES (CB WELLNESS + OR REFORMER PACKS)

57. Grip socks are required in all classes to maintain hygiene and ensure participant safety.

PERSONAL TRAINING (CB WELLNESS + OR PT PACKS)

58. Clients receive one-on-one or small group instruction for the duration and number of sessions purchased.
59. Clients must confirm the date and time of their next session at the conclusion of each appointment.
60. Clients are required to arrive on time; late arrival will not extend the scheduled session.
61. All Personal Training clients must complete a Pre-Exercise Questionnaire during their first session. Where risk factors are identified, medical clearance may be required before sessions can commence.
62. Clients are encouraged to seek medical advice if they have any health concerns prior to participation.
63. Clients must inform staff of any changes to their health status that may affect safe participation in sessions.
64. Specific trainer availability cannot be guaranteed; any unavailability does not extend the expiry period of purchased sessions.
65. All PT Wellness + sessions expire weekly, PT Packs must be used within twelve (12) months from the date of purchase.
66. To cancel or reschedule a session, at least twenty-four (24) hours' notice must be provided via the customer portal.
67. Cancellations with less than twenty-four (24) hours' notice will be charged in full.
68. If the facility must alter a session time, twenty-four (24) hours' notice will be provided where reasonably possible.
69. Personal Training sessions are non-refundable.
70. Staff reserve the right to cancel or discontinue a session if participation may compromise the client's health, safety, comfort, or physical condition.

MEMBERSHIP HOLDS

71. 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

72. 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 73 in exceptional circumstances.

EXCEPTIONAL CIRCUMSTANCES

73. 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

74. 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.
75. 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.