

# Terms & Conditions

## Swim and Play Membership

Please read the following and accept the terms and conditions below:

### 1. Our agreement

- 1.1. These terms are a Membership Agreement between you and Hume City Council Leisure Centres (Hume City Council – ABN 14 854 354 856).
- 1.2. It is important that you have read and understood all the terms and conditions of the Agreement before agreeing to these terms.
- 1.3. It is also important that you understand that by signing up to this membership you agree to the following stipulated terms and conditions.
- 1.4. Please contact us if you have any questions.

### 2. Membership

- 2.1. Membership Cards must be presented at reception or gates for each student upon entry.
- 2.2. For children under the age of 10, a parent/guardian is to remain within the pool hall and be available as required for the duration of the child's lesson. This will assist with the timely provision of any poolside assistance.
- 2.3. Children under 5 – must be fully supervised and remain within arm's reach of an adult/guardian who is in the water with them (16 years or older). They must wear the yellow wristband provided by staff (including during swimming lessons).
- 2.4. Children 5-9 – must be accompanied into the facility and constantly supervised by a parent/guardian (16 years or older) and wear the pink wristband provided by staff (including during swimming lessons).
- 2.5. For the safety of your child, a hand over of students between Parent /Guardian and Teacher occurs promptly at the start and end of each lesson. Students under the age of 10 will not be released from a class unless the parent/guardian is present to take over direct supervision of the child.
- 2.6. Parent/Guardians must actively supervise their children in the water in line with the Centre's "Watch Around Water" safety program.
- 2.7. Children who are not supervised will be removed from the water.
- 2.8. Management reserves the right to terminate or suspend your Swim and Play membership for not complying with any of the terms and conditions listed.
- 2.9. Members are entitled to a complimentary access card and beach towel upon signing up.
- 2.10. Year-round pool access is provided for your child and an accompanying adult (16 years or older). No other person can utilise this membership to access the facility without accompanying the child.
- 2.11. Reciprocal access to all Hume Leisure Facilities for Aquatic play is provided.

### 3. Missed Lessons

- 3.1. Credits or make up lessons will not be issued for missed classes with the exception for medical reasons.
- 3.2. If there is a medical condition that will prevent attendance you can apply in writing for a credit provided it is a minimum of 2 consecutive weeks up to a maximum of 4 weeks
- 3.3. Doctors certificates must be received for all credit requests and only the dates specified will be credited
- 3.4. If the absence will be for more than 4 weeks, we will remove your child from their class. They can be re enrolled upon recovery into an available class at the time, we are not able to hold a position for more than 4 weeks.
- 3.5. You cannot suspend your Swim and Play membership under any circumstances.
- 3.6. Credits can only be supplied to the person recorded on the medical certificates, not siblings or other family members.
- 3.7. Lessons are not conducted on public holidays or school holidays; we do not allocate make up lessons for public holidays. Your Swim and Play membership allows access to the Centres on all public holidays.

### 4. Fees

- 4.1. By signing a direct debit contract, you authorise Hume City Council to arrange for funds to be debited from your bank account for 24-fortnights a year. Direct debits will cease for a 2-fortnight period during December/January holidays. During this period, you will still have access to our aquatic facilities.
- 4.2. Any fee increases from 1st July annually will be reflected in Hume City Council's Fees and Charges Schedule.
- 4.3. Members who require a replacement membership card will incur an administration fee.

### 5. Direct Debit

- 5.1. Membership fees will be payable by direct debit from your nominated debit or credit card account.
- 5.2. When applying for a membership, you will be required to complete a Direct Debit Payment Agreement with our biller EziDebit Pty Ltd (ACN 096 902 813).
- 5.3. The Direct Debit Payment Agreement is separate to this Agreement.
- 5.4. By nominating a credit or debit account, you authorise EziDebit to deduct all fees and charges applicable under this Agreement.
- 5.5. Your Membership Fees are payable in fortnightly direct debit payments from your membership start date.
- 5.6. It is your responsibility to ensure that there are enough funds in your account to allow a debit payment to be made in accordance with the Direct Debit Request.
- 5.7. If there are insufficient funds in your account to meet a debit payment you may be charged a fee and/or interest by your financial institution.
- 5.8. If your direct debit payment is declined, you will be required to pay any outstanding balance at your Hume City Council Leisure Centre upon your next visit. Any outstanding payment remaining on your next scheduled direct debit date will be deducted from your nominated account. Access to the centre will be denied whilst an outstanding balance exists.
- 5.9. Your Membership may be terminated by us if you dishonour on more than two occasions within a term.

- 5.10. Members will be required to pay any outstanding fees as a condition of membership renewal.
- 5.11. Hume City Council will only refund deductions due to errors made by Hume City Council for the first month after cancelling.
- 5.12. If you believe that there has been an error in debiting your account, you should notify us directly and confirm that in writing.
- 5.13. If we conclude as a result of our investigations that your account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding.
- 5.14. Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter. If we cannot resolve the matter you can refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.
- 5.15. We will keep any transaction information (including your account details) confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 5.16. We will only disclose information that we have about you:  
To the extent specifically required by law; or  
For the purposes of administering your membership (including engaging third parties or disclosing information in connection with any query or insurance claim).

## 6. Centre closures

- 6.1. For a variety of reasons, we may be required to close our centre or prevent access to an area for a period of time. If this occurs, we will communicate your membership options and access.
- 6.2. We will make every effort to advise you about changes in membership conditions, or facility closures via email, phone, on our website and/or across our social media platforms with 14 days' notice.<sup>2</sup>

## 7. General Terms

- 7.1. Financial members of any Hume Leisure facility have reciprocal membership rights at all Hume City Council Leisure operated facilities (may exclude promotional membership types).
- 7.2. Inappropriate behaviour by a member which is deemed by management likely to lead to injury, harassment or embarrassment to any member or employee of Hume Leisure, or damage to any equipment or building belonging to Hume Leisure may see the member suspended from use of the facility with no refund of fees or extension to their term of the membership.
- 7.3. Smoking is prohibited in all Hume City Council facilities. The consumption of or being under the influence of alcohol within the centres or their grounds is not permitted and may result in cancellation of membership.
- 7.4. Memberships are valid for one person only; multiple people cannot share one membership.
- 7.5. I acknowledge that if I provide access to the centre for a non-member, I may have my membership cancelled and charged a \$250 penalty which will be

automatically debited from my bank account or credit card. I understand that this policy is applicable regardless of whether the person I provide access to exercises or not.

7.6. A breach of any condition of this membership may result in the immediate suspension or cancellation of your membership by management.

7.7. Any matter where a person is suspected of consuming or trafficking illegal substances will be referred to the police. Any member found committing a crime on the premises of any Hume City Council Leisure facility will have their membership cancelled immediately and the matter will be referred to the police.

7.8. Management reserves the right to alter or amend the conditions of the membership with 14 days' notice.

7.9. No clause or term in these conditions is intended to exclude the operation of any condition or warranty implied by the Competition and Consumer Act 2010 and any such claim or term, if any, shall be severable and of no force or effect.

7.10. Personal property cannot be held at reception and no responsibility will be taken for property brought into the centre. Lockers are available free-of-charge to members and a fee to non-members. Lost locker keys will incur a replacement fee.

7.11. By entering any Hume City Council Leisure Centre, you agree to comply with the terms and conditions of entry, which are displayed at the main entrance and throughout these facilities, and relevant signage which may be erected within the facility. This includes signage outlining behaviour requirements around swimming facilities.

7.12. When you use our facilities, you acknowledge obvious risk which is inherent with the use of swimming facilities and will take reasonable care.

7.13. At all times while within a Hume City Council Leisure Centre, you will comply with the reasonable direction of all staff members.

7.14. Unused credits are non-refundable and non-transferable to future or current card holders.

7.15. Membership access cards always remain the property of Hume City Council. Management reserves the right to request a membership access key from any person at any time.

## 8. Health and safety

8.1. When you use our facilities, we expect you to be medically sound to undertake physical activity. If you are unsure, please seek medical advice from your doctor.

8.2. You warrant that information you give us will be true and accurate and not otherwise misleading to the best of your knowledge.

8.3. You agree to not use our facilities if you are suffering from any form of illness, disease, injury or other condition that could be a risk to your health or safety, or that of other members and guests.

# Conditions of Entry and Use

By entering Broadmeadows Aquatic and Leisure Centre, you agree to adhere to the following terms and conditions:

## General conditions

- You will follow the instructions of Broadmeadows Aquatic and Leisure Centre staff at all times.
- Smoking and the consumption of alcohol is prohibited.
- Offensive language, aggressive behaviour, littering, spitting, or being under the influence of alcohol or drugs is not permitted at any time.
- You must take reasonable care for your own health and safety, and for the health and safety of others.
- We reserve the right to close any part of the facility at any time at our discretion.
- You must comply with statutory evacuation drills and training exercises that will be undertaken regularly.
- You must not wilfully damage any property or equipment.
- We will not take responsibility for unattended personal items.
- Mobile phones are not to be used within change rooms.
- Photography of any kind is not permitted without approval of Centre management.
- By entering the facility, making use of the facilities or participating in any activities, you do so at your own risk.
- We reserve the right to refuse entry or evict any person from the centre for any breach of these conditions.
- You indemnify Hume City Council from and against all actions, costs, claims, charges, expenses, penalties, demands and damages which may be brought, made or claimed against them, from the use of the facilities at the centre.
- We reserve the right to search bags and belongings on entry and exit.

## Aquatic areas

- You will follow staff instructions at all times.
- You will not run adjacent to pools, or while in aquatic areas due to slippery surfaces.
- Children under 5 years of age must remain under the direct supervision of a person in the water and within arms length, who is at least over 16 years of age.
- Children between 5 and 10 years of age must remain under the direct supervision of a person, who is at least over 16 years of age.
- Any unsupervised children will be removed from the water until the responsible person over 16 years of age returns to supervise them.
- You acknowledge that:
- If you visit the facility with babies and/or toddlers, they will be required to wear water-proof aqua nappies at all times.
- People who suffer from incontinence must also wear water-proof nappies, pants or swimwear.
- Used nappies will be disposed of in dedicated nappy bins.

- After using the toilet or changing a nappy, you will wash your hands thoroughly with soap and water
- If a toilet accident occurs, you will notify our staff promptly.
- You will take note of any additional pool-specific rules, guidelines or recommendations listed on signage prior to entering Aquatic areas.

### **Spas, Sauna and Steam Room**

- You will follow staff instruction at all times.
- Only members and casual visitors aged 16 years and over are permitted to use the spas, sauna and steam room.
- Reading material such as newspapers, books and magazines, or portable electrical devices are not permitted.
- You will remain seated in the spas, sauna and steam room.
- Oils are not permitted into the sauna or steam room.
- You will report any suspicious or reckless activity to our staff.
- You will take note of any additional spa/sauna/steam room-specific rules, guidelines or recommendations listed on signage prior to entering the aquatic area