

# The Y | Mount Annan Leisure Centre

## Swimming Lessons Enrolment

### Terms & Conditions

All membership conditions have been established to ensure maximum enjoyment and usage of the Centre by all members. On the date stated on this membership agreement you will be referred to as the “member” and have the usage rights and obligation as detailed below.

#### 1. Membership Conditions

Membership commences on the date stated on the enrolment agreement. A Member must present his / her membership card for admittance to the Centre.

Admittance may be refused if a member fails to provide their card on request of Centre staff. A replacement fee of \$5 will be charged to replace lost/ stolen membership cards.

Membership is personal to the ‘member’ and membership cards cannot be assigned or transferred to another person.

**Swimming lessons: FREE** recreational swim for the enrolled child(ren) accompanied by the responsible person at the contracted premises outside lesson times.

Direct debit enrolment will continue into each block and into each year until the member cancels (Refer to **6. Membership Cancellation**).

Please note that no lessons will be held on a public holiday

#### 2. Legally Binding Agreement

I understand that this agreement is legally binding whether my use of the facility and its services is determined and paid on a yearly, monthly, fortnightly, weekly or individual basis.

Cancellation forms must be completed in Centre, via a YMCA NSW Amendment form and require a minimum of two (2) weeks’ notice in line with the member’s regular payment cycle. (Refer to **6. Membership Cancellation**, conditions apply)

#### 3. Increase in Fees

YMCA NSW may at any time increase membership fees having given 30 days written notice sent to the members last known email address.

#### 4. Payment

Debits are withdrawn every second Friday from your nominated account. Debit dates are set by the YMCA NSW and cannot be altered. If debit has failed, you will be notified via text and/ or email on the debit date. An AUD \$5.00 fee is charged for rejected debit.

If an account is not paid after two consecutive failed debits, your membership / classes will be cancelled and given to another member.

#### 5. Refunds

No refund is given for missed lessons and make up lessons are not provided. If a member is absent from class for a prolonged period (over 3 weeks) without notifying the Centre they may be automatically removed from that class. In the event of long term illness or injury, suspension of direct debit payment may occur upon presentation of a medical certificate or at the Centre Manager’s discretion.

All upfront memberships (paid in advance) membership fees are not refundable or transferable.

**Gymnastics Lessons:** Make up lessons are only available with a current doctors certificate. Make up lessons may be available by booking only and are dependent on availability and class number. Make up lessons must be taken in the current term.

## **6. Membership Cancellation**

YMCA Lessons cancellation is only accepted after the minimum period of Six (6) fortnightly direct debit payments has occurred. After the minimum period the member may cancel their membership giving the centre 14 days' notice in line with the member's regular payment cycle. An amendment form must be completed and returned to the centre. The member's last debit will be a full payment.

*(Cancellation will not be accepted until after the minimum period has ceased / on Suspension or Payments are outstanding.)*

## **7. Membership Suspension**

Members must apply in writing for suspension by completing a membership amendment form. 14 days' notice must be given for suspension applications.

All suspensions must be taken in two week increments for a maximum of 28 days per annum. *(Suspension will not be accepted until after the minimum period has ceased or Payments are outstanding.)*

## **8. General Pool Rules**

It is the responsibility of the participant to advise staff of any serious or pre-existing injuries or medical conditions before exercising.

Smoking and/or the consumption of alcohol is not permitted in this facility.

Where lockers are provided, all care and no responsibility is taken for items contained within the lockers.

Bikes are not permitted within the facility. Bike racks are available at the front entrance. You will require your own lock.

Pets or animals are not permitted in the centre with the exception of guide/ companion dogs.

The use of cameras and mobile phones are not permitted in change rooms. Any use of photography, audio or video equipment must be authorised by management.

I agree and accept that a particular facility or service may not be available for participation due to a prior booking, mechanical breakdown, fire, act of God, loss of lease or any other reason. I agree not to hold the centre responsible for such an occurrence.

For hygiene reasons, all patrons are asked to shower before using the pool.

Proper swimwear must be worn at all times. Any clothing other than swimwear or cotton materials will not be allowed in the water.

Swimming Program Children aged between 0- 3yrs must wear brand "Happy Nappies" at all times even if toilet trained. Failure to do so will require the Member to purchase a "Happy Nappy" from reception or leave the class. Happy Nappies are sold at the centre.

Members are asked to refrain from attending lessons if suffering from an infectious condition. These include: ear & eye infections, gastrointestinal infections, diarrhoea, cold sores, coughs, infectious runny noses (green discharge), open sores, rashes or feet infections. If a member presents with any of the above conditions they may be asked not to participate.

Rough or dangerous play (pushing, back flips, bombing, etc.) are prohibited. Ball games at the centre's discretion.

Glass or other dangerous items are not permitted in the pool or around the pool grounds.

Eating or drinking in the pool is prohibited.

Diving is not prohibited

Spa / Sauna & Steam Room facility users must wear wrist band and must be 16 years of age or over.

### **9. Children Supervision - Pool**

Children under the age of 11 must be supervised by an adult (16 years or older) during the entire lesson. Please make yourself visible to the teacher so they can call on you for any assistance, or to accompany your child to the bathroom if needed. Children wishing to swim prior to or after their lesson and are aged 5 years and under,

0-5 year olds and non-swimmers: wrist band, constant supervision and stay within arms reach and in the water.

6-10 years olds: constant active supervision required

11-14 year olds: recommend you check up on a regular basis.

We highly recommend parents accompany their children at all times when using the amenities. Children to take a buddy or parent when visiting the amenities during YMCA Swimming Lessons or Squad program. A buddy can be the child / guardian, or someone of the same gender from their Squad or YMCA Lessons. A buddy cannot be an employee of the Centre

### **10. Photography/Promotion**

I give permission for myself / my child to be photographed / videoed while participating in YMCA activities. I consent to these photos / videos being used for Publicity purposes. I also give permission for the YMCA to send me emails and SMS regarding centre based promotions. All personal information complies with the YMCA Privacy Policy.


### **11. Safeguarding Children**

You acknowledge that YMCA NSW is committed to creating and maintaining an environment that ensures all people involved in YMCA NSW activities, programs or services act in the best interests of children, young people and vulnerable adults, and take all reasonable steps to ensure their safety, welfare and wellbeing. There is a requirement for all YMCA NSW employees, volunteers (including its Board of Directors), student placements, consultants and contractors, affiliated associations, clients, parents, guardians, families and others associated with the YMCA NSW to understand the important responsibility they have to:

- Protect children, young people and vulnerable adults from all forms of abuse, bullying and exploitation by our people;
- Be alert to incidents of abuse and neglect occurring outside the scope of our operations and services that may have an impact on the children, young people and vulnerable adults to whom we provide a service; and
- Create and maintain a safe culture that is understood, endorsed and put into action by all the individuals who work for, volunteer or access our programs and services.
- No photography is permitted within the centre without prior management consent.
- All incidents that you are involved in or witness to must be reported to management immediately. This includes, but is not limited to concerns for a child, young person or vulnerable adult's welfare or well-being, concerns for the safety of others, accidents, injuries, illnesses, complaints and inappropriate or suspicious conduct.

### **12. Release**

I, and if being a minor my parent/s and guardian/s for and on behalf of myself, acknowledge that during all such times as I am on the premises of or included in any activity to the premises which is organised, approved or endorses by YMCA NSW as an activity for me to take part



in, both my property and person shall be at my risk and I will not hold YMCA NSW liable for any personal injury or loss of property which may arise from negligence of the YMCA NSW, its servants, agents independent contracts, voluntary workers, other users of the facility or participants in the activities or spectators or other parties providing services through or in the facilities if YMCA NSW. I also warrant that I am physically fit and able to engage in exercise and fitness programs at the centre / facility.

I give permission for medical /ambulance assistance in the case of an emergency and agree to pay such costs incurred.

