



OBERON FITNESS & LEISURE CENTRE Swim School Enrolment Agreement

Responsible Person (Account Holder): _____ Responsible Person ID: _____

Mr /Mrs /Ms /Miss Surname: _____ Given Name/s _____

Ph. Mobile: _____ Home: _____ Work: _____

Email: _____ D.O.B: ___ / ___ / ___ Occupation: _____

Address: _____ Suburb: _____ Post Code: _____

Emergency Contact Details:

Mr /Mrs /Ms /Miss Surname: _____ Given Name: _____

Mobile: _____ Relationship: _____

ENROLMENT DETAILS:

| ENROLMENT DETAILS: | Student Details | Student Details | Student Details |
|--|-----------------|-----------------|-----------------|
| Last Name: | | | |
| First Name: | | | |
| Gender: | | | |
| D.O. B | | | |
| Class Level: | | | |
| Class Day and Time: | | | |
| Please provide details of all or any Medical Conditions, Medicine or Existing Injuries that could affect the student during exercise | | | |
| OFFICE USE ONLY | | | |
| LINKS ID: | | | |
| Date of First Lesson: | | | |
| Fee / Lesson: | \$ | \$ | \$ |

I have read and understood the Terms and Conditions of this Swim School enrolment. I acknowledge that the information given on this form is true and correct and I understand that Oberon Fitness and Leisure Centre will not pass on these details to any third party without my authorisation.

I authorise Oberon Fitness & Leisure Centre to debit my account the amount of \$_____ fortnightly on an ongoing basis for a minimum period of 6 fortnightly direct payments from the enrolment commencement date and to debit any applicable transaction charges and/or dishonour fees in accordance with the Terms and Conditions.

DIRECT DEBIT:

Your Full Name: _____

Account Name: _____

BSB Number (6 digits) _____

Account Number _____

Card Type (please circle) _____ Visa _____ Bankcard _____ Mastercard _____

Card Number / Expiry / CCV _____ | | | | | | | | | | | | | | | | | | Exp / CVV No: _____

Acknowledgement: By signing and/or providing us with a valid instruction in respect to your Direct Debit request, you have understood and agreed to the terms and conditions governing the direct debit arrangements between you and the Oberon Fitness and Leisure Centre (Oberon Council) as set out in this request.

Signature: _____ Date: _____

Second account signatory: _____ Date: _____

SWIM SCHOOL PROGRAM TERMS AND CONDITIONS

On signing this Swim School Enrolment Form for the Oberon Fitness and Leisure Centre (**Centre**) you agree that you will have the rights and obligations detailed below.

Please note you are given a 7day cooling off period after signing this agreement to cancel your Enrolment.

1. Legally Binding Agreement

You agree that on signing the Swim School Enrolment Form these Terms and Conditions constitute a legally binding agreement between you and Oberon Council (in its capacity as the owner and operator of the Centre).

2. Billing and Payment Information

- Fees are paid two weeks in advance.
- Fees for enrolments are direct debited fortnightly from your nominated bank account or credit card and are subject to transaction fees.
- Debit dates are set by the Oberon Fitness and Leisure Centre and cannot be altered.

3. Overdue Accounts

- Should there be any unsuccessful payments from your account, you are responsible for any fees and charges incurred by the bank, or debt collection agency(s) and are also responsible for any reasonable fees and charges incurred by the Centre due to the unsuccessful payment.
- If there are insufficient funds in your account, an automatic rebilling will occur two (2) business days later. Please arrange for sufficient funds to be in your account for this attempt.
- If at any time there is an outstanding balance on your account, the amount may be billed in subsequent debits along with any applicable transaction charges and dishonor fees.

4. Enrolment General Conditions

- Enrolment commences on the date stated on your Enrolment Agreement.
- Fees for enrolments (unless paid upfront) are direct debited fortnightly.
- Please refer to Direct Debit Billing and Payment Information below.
- The minimum period of Enrolment is 6 fortnightly direct debit payments.
- Enrolment and associated fees will continue until cancelled by you, the account holder - Please refer to Clause 3. Cancellation of Enrolment
- Students with current direct debit swim school enrolments are provided with free access to the pool outside of lesson times.
- The Centre reserves the right to refuse entry, cancel your Enrolment, or request an Enrolled person to leave the premises if the Enrolled person does not behave in a responsible manner, is under the influence of drugs and / or alcohol, or does not adhere to the Centre Rules.
- The Centre Rules are displayed in Centre and can be accessed online: <https://oberon.nsw.gov.au>
- The Centre reserves the right to cancel your Enrolment with us at our discretion.

5. Cancellation of Enrolment

After you have completed the minimum period of enrolment of 6 fortnightly direct debit payments, you may cancel your Enrolment by providing us with 1 fortnightly debits' notice in writing, and paying any final fees owed.

Please note that cancellations and refunds are not permitted for enrolments paid upfront after the 7-day cooling off period.

6. How We Will Contact You

You grant permission for the Centre to communicate with you via email and phone regarding our news, updates and promotions. We will contact you using the details you provide. If you would prefer not to be contacted, please email us at: leisurecentre@oberon.nsw.gov.au

7. Missed Classes and Makeup Classes

No refund is given for missed classes. An automatic payment suspension will only occur over the Christmas and New Year's break. No makeup classes are offered for squad memberships or enrolments paid upfront. Students enrolled via direct debit only will be eligible for a total of 6 Makeup Classes per calendar year to access

For a Makeup class to be permitted, you must provide us with at least 3 hours' notice prior to cancelling your scheduled Class. (Extenuating circumstances will be taken into consideration at the Centre's discretion; or a medical certificate must be presented to waive the 3-hour notification period requirement.) If a scheduled Class is cancelled by the Centre's, a Makeup Class will be made available. Makeup Classes that result from the Centre's cancelling Classes are additional to the 6 makeup classes permitted per calendar year per customer.

Please also note that:

- A total of 6 Makeup Classes can be utilised per calendar year.
- Unused Makeup Classes do not accrue year-to-year.
- Makeup Classes will be available by booking only and are dependent on availability.
- Makeup Classes can only be used in like for like, or approved classes for the student it was applied to.
- Missed makeup classes cannot be rescheduled and will be forfeited.
- Makeup Classes will only be issued once a scheduled class is marked as absent and missed.
- A credit can only be provided if the Centre cancels a scheduled Makeup Session.
- A refund may be permitted at the discretion of the Centre under extenuating circumstances.

8. Privilege to Suspend (Available to Squad & Family Memberships Only)

The privilege to suspend is only available to Squad and Family Membership customers who pay via direct debit. To request a suspension, you are required to provide the Centre with a completed Amendment Form in Centre or complete the Suspension Request Form located on our website: www.oberon.nsw.gov.au

Please also note the following:

- A minimum of 14 days' notice must be given to request a suspension.
- Squad Members are entitled to suspend their enrolment for a maximum of four weeks per calendar year in two or four-week increments.
- Family Memberships are able to suspend as per the Terms and Conditions on their membership form.

9. Swim School Conditions – Parental Supervision Policy

Parents must remain on the premises when children are in swim lessons. If you are waiting for a lesson to commence, all children are required to wait on the side of the pool until the instructor invites students into the water when it is safe to do so.

Centre staff require students comply with Centre Rules and will provide one warning to students for disruptive or unsafe behavior in a lesson. A second warning will result in sitting out of the pool and if the behavior continues the child may be removed from the class immediately.

Children under the age of 3 years will not be accepted into lessons without their parent or guardian participating.

Children under the age of 15 years old must be accompanied by a responsible person over the age of 16 years and the Centre reserves the right to refuse entry to Swim School participants.

The Centre promotes and adopts the Keep Watch Policy: www.royallifesaving.com.au/Aquatic-Risk-and-Guidelines/safety-programs/child-supervision/keep-watch-at-public-pools

10. Public Holidays

Please note that no lessons will be held on a public holiday. Charges will not apply (excluding Family Memberships)

11. Medical Injury or Illness, Health Safety and Maintenance

- For hygiene reasons, all patrons are asked to shower before using the pool.
- Do not send children to lessons if they are unwell. The Centre reserves the right to remove a sick or unwell student from lessons to prevent disease transmission. In particular, you are asked to refrain from sending your children to lessons if suffering from an infectious condition such as but not limited to ear or eye infections, gastrointestinal infections, diarrhea, cold sores, coughs, infectious runny noses, (green discharge), open sores, rashes or feet infections. If a child presents with any of the above conditions, they may be asked not to participate in the lesson.
- Health protocols state that pools must remain closed for a set period if contamination has occurred. Outdoor pools will be closed due to dangerous weather conditions such as lightning with little or no notice. The Centre may from time to time as reasonably necessary close off any part of the pool for maintenance or safety reasons, change the hours of opening and closing or alter class timetables or vary Centre Rules.
- Please ensure to mark students as absent if you're unable to attend a lesson. If you're unable to do so, where a doctor's certificate is produced within 14 days of the missed lesson, a Makeup Class may be offered.
- Extenuating circumstances will be taken into consideration at the Centre's discretion.

12. Learning Guarantee

Should your school age child not move up one level within 36 weeks of consecutive attended swimming lessons, a complimentary second lesson per week will be offered for a maximum of 12 weeks to assist your child to progress to the next level.

13. Clothing Attire

In the interest of public health and safety, correct swim attire is to be worn in the pools and tight fitting Swim nappies are required to be worn by all children that are UNDER 3 years old. If they are 3 years old and fully toilet trained, then they are not required to wear Waterproof Aqua Pants. No underwear, nappies, boxer shorts or cotton outerwear permitted in the water. Huggies (or similar disposable) swim pants must have aqua pants over the top. **Children 5 years and older are not permitted in the opposite gender change room. Under NO CIRCUMSTANCES are cameras or mobile phones to be used in change room areas or showers.**

Aqua nappies are available for purchase from reception.

14. The Centre Reserves the Right to:

- Vary, add or eliminate any of the facilities or services provided by the Centre.
- Change the fees we charge for our services.
- Alter our Terms and Conditions
- You will be given a minimum of 30 days' notice about any of the above changes (a), (b), (c).
- Vary Our Hours of Operation or Program/Class Schedule of the Centre.

15. Damage and Personal Injury Disclaimer

You agree that, to the extent permitted by law, the Centre excludes any liability in contract, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Member and/or any other person, or for any costs, charges or expenses incurred by the Member, arising from or in connection with the Swim School Enrolment Agreement and/or the services/products provided by the Centre, and/or any act of omission of the Centre.

16. Emergency Procedures

In the event of an emergency all patrons must follow the instructions from Centre staff. Failure to follow Centre staff directives is at patrons own risk (in respect to which you agree the Centre will not be liable for any injury caused) and may result in penalties from the authorities.

You hereby give consent to Centre staff to organise medical or hospital treatment for children participating in Swim School Lessons and/or accompanying you to the pool.

17. Photography & Video

You are permitted to take photos and videos in the Centre, however must respect the privacy of others in doing so and capturing still or video footage is conditional upon the following: (I) If you capture an image or private conversation of another child or individual, you must have all relevant individuals (or their parent/guardian) consent to use, publish, or broadcast images or video footage. (II) Under NO CIRCUMSTANCES are cameras or mobile phones to be used in change room areas or showers. (III) You agree to comply with any request by Centre staff to discontinue use of camera, mobile phone, or video and to delete images or footage where Centre staff reasonably consider someone's privacy may be breached. The Centre may take photos and videos to use for social media and other marketing purposes and may also use photos or videos posted onto social media at our discretion. **If Members do not want to have photos or videos taken of them or their children, please inform Centre staff.**

18. Privacy Notice

The personal information collected from you is for the purpose of entering into this Swim School Enrolment Agreement and to supply the products and services utilised at the Centre. The Centre also collects and uses personal information for related purposes including:

- Billing and account management
- Business planning and product development
- To provide you with information about promotions, as well as other products and services offered at the Centre
- If you do not provide all the personal information the Centre requests from you, the Centre may be unable to supply the products or services you have requested. By providing your personal information you acknowledge and consent to the Centre collecting and using the personal information to contact you for market research and to provide information and offers about products and services offered by the Centre.

The Centre values the personal information you provide and will:

- Not provide any personal information (including the details of the Swim School Enrolment Agreement) to any third party (including non-nominated family members)
- Take all possible precaution to prevent unauthorised access to that information
- Not give personal information to any other organisation for their marketing purposes
- With Members assistance, keep personal information accurate, complete and up to date

The intended recipients of the information are Centre staff, Council staff and approved contractors of Council. The supply of information is voluntary; however, the form must be completed for the Council to assess any application for membership. The information will be stored by Council. You can contact Council to access or correct this information