

Membership Policy, Terms and Conditions

This centre is operated by City of Greater Geelong (referred to as 'us', 'we' and 'our').

1. INTRODUCTION

- 1.1 These terms and conditions apply to your:
 - 1.1.1 Swim Sport & Leisure membership.
 - 1.1.2 Webstar's Swim School membership and/or enrolment; and/or
 - 1.1.3 Multi-visit pass.
- 1.2 By signing up to a Swim Sport & Leisure membership, Webstar's Swim School membership and/or enrolment, or multi-visit pass, you agree to these terms and conditions, which may be updated from time to time (as set out in paragraph 17).
- 1.3 These terms and conditions must be read in together with:
 - 1.3.1 our Membership and Entry Products document
 - 1.3.2 conditions of entry at any of our Swim, Sport & Leisure Centres; and
 - 1.3.3 our Code of Conduct.
- 1.4 Memberships and passes are not transferable and can only be used by the registered member. A replacement fee applies to lost or damaged cards or passes.
- 1.5 Your card or pass must be presented to gain entry to our centres.

2. MULTI-VISIT PASSES

- 2.1 You are entitled to the benefits associated with your multi-visit pass.
- 2.2 A multi-visit pass is valid for a maximum of three years from the purchase date, or until visits are exhausted. Remaining visits are forfeited upon expiry.
- 2.3 You must present a concession card and current photo identification to purchase a pass at a concession rate.
- 2.4 Refunds are not available for multi-visit passes, unless required by law.
- 2.5 You may transfer remaining visits on your pass to a new membership type. The purchase value of remaining visits will be credited towards a future direct debit on your new membership.

3. GROUP EXERCISE AND REFORMER PILATES CLASS CANCELLATIONS

3.1 Participation

- 3.1.1 Attendance at Group Exercise or Reformer Pilates classes requires a prior booking which can be made via the [member portal](#). A booking confirmation will be sent to your email. You can view and manage your bookings via the member portal under *My Bookings*.
- 3.1.2 Entry will not be permitted once a class has commenced. If you do not receive a booking confirmation, you will not be eligible to participate in the class.

3.2 Group Exercise and Reformer Pilates Class Cancellations

3.2.1 Members

Non-attendance to a booked class will be recorded as a missed session. If a member reaches three missed sessions within 28 days, they will be unable to book/attend classes for three days. If a member misses two Reformer Pilates sessions within 14 days, they will be unable to book/attend classes for three days. Cancellations are not possible within one hour of class commencement.

3.2.2 Multi-visit pass holders

A class will be credited back to the pass if you cancel at least six hours before the scheduled class start time. If you cancel with less than six hours' notice, or in the event of a no-show, the class will be forfeited from the pass. Cancellations are not possible within one hour of class commencement.

3.2.3 Casual paying users

A credit will be applied to the user's profile if the user cancels at least six hours before the scheduled class start time. If the user cancels with less than six hours' notice, or in the event of a no-show, the product will be forfeited. Cancellations are not possible within one hour of class commencement.

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4. WEBSTAR'S SWIM SCHOOL

A Webstar's Swim School membership is an ongoing membership that includes up to 50 lessons per year, along with unlimited swimming and splash park entry. Lessons are not held on public holidays or during a scheduled two-week break over the Christmas period. Membership fees are debited fortnightly at the same rate regardless of the timing of public holidays or scheduled breaks. Members are also entitled to make up lessons see 4.5.1

4.1 Class times

4.1.1 At enrolment, each student will be allocated a class day based on availability and the student's competency.

4.1.2 We may change the class day and time when the student progresses to the next level or at other times.

4.2 Progression

4.2.1 Student's progress is assessed on an ongoing basis, but an assessment may be requested at any time

4.2.2 If a student aged 3 years and above has remained in the same level for 30 consecutive weeks or more, and has attended at least 27 classes, the student is eligible for additional support upon request. Squads, Parent and Toddler and Access and Inclusion students are not eligible.

4.3 Lesson cancellations

If we cancel a lesson, we will provide a credit for the lesson off an upcoming membership debit payment.

4.4 Student illness or injury

4.4.1 If an Access & Inclusion 1:1 Webstar's Swim School member misses a lesson due to illness or injury, you may either:

4.4.1.1 request a credit for the missed lesson, which will be applied to your next regular debit. To claim a credit, within one month you must use the [medical suspension](#) request to submit a medical certificate issued by a medical practitioner registered by AHPRA that states the student's name and that the student was ill or injured on the date of the missed lesson; or

4.4.1.2 suspend the student's membership as set out in paragraph 7.2.

4.4.2 For Webstar's Swim School members in group swimming lessons, see paragraph 4.5.

4.5 Make-up lessons conditions

4.5.1 Make-up lesson tokens are available for eligible group swimming lessons scheduled during Webstar's Swim School published operating dates while the Webstar's Swim School membership remains active.

4.5.2 Make-up lesson tokens can be used at any Swim, Sport & Leisure centre.

4.5.3 Each student is entitled to one make-up lesson token per eligible missed lesson during Webstar's Swim School published operating dates.

4.5.4 To be eligible to receive a make-up lesson token, you must register the absence via the member portal no earlier than four weeks before and no later than 30 minutes before the lesson start time.

4.5.5 Make-up lesson tokens have an expiry of 60-days from the date the student is marked absent from class on member portal by the parent/guardian. All make-up lessons not claimed within 60-days will expire and be forfeited.

4.5.6 Make-up lesson tokens are not transferrable and cannot be exchanged for cash or credit, except where required by law.

4.5.7 Medical suspensions are available for extended sickness resulting in minimum of four consecutive weeks and maximum of 12 weeks absent, with a medical certificate issued by a practitioner registered by AHPRA.

4.5.8 Make-up lessons are forfeited upon cancellation of Webstar's Swim School membership.

4.5.9 Make-up lessons are not available for 1:1 classes due to the nature of the class type. Please contact your centre to discuss options.

4.5.10 As a condition of using a make-up lesson token, the member must maintain an active and paid membership. If the membership is cancelled after a make-up lesson token has been used, the member agrees to pay the applicable lesson fee for each used token.

Public holidays and two-week Christmas break

4.5.11 Should your regular lesson fall on a public holiday during Webstar's Swim School published operating dates, you do not need to register your absence for a public holiday, a make-up token will be issued automatically.

4.5.12 Webstar's Swim school members can apply to suspend their membership during the two-week Christmas break.

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Booking make-up lessons

- 4.5.13 To be eligible to book in for a make-up lesson, you must be a current Webstar's Swim School member with no outstanding amounts owing.
- 4.5.14 Make-up lessons can be arranged up to six days in advance in member portal by the parent or guardian and once booked cannot be altered and subject to class availability.
- 4.5.15 Failure to attend a scheduled make-up lesson will result in the token being forfeited.

5. MEMBERSHIP FEES

- 5.1** You must pay the fees that apply to your membership type in one of the following ways (if available for your type of membership):

- 5.2 Lump sum payment (existing and renewing members only – product discontinued)**

- 5.2.1 You must pay the lump sum fee in full before you access any of our centres.
- 5.2.2 Your membership will not be automatically renewed and will end at the end of your membership term (unless extended in accordance with these terms and conditions).

- 5.3 Regular Debit payment**

Before you access our centres, you must pay the applicable joining fee and a pro rata membership fee for the period before the next regular debit.

Payment authorisation

- 5.3.1 You must authorise our payment services provider to debit membership fees and other amounts from your credit card, debit card or bank account in accordance with these terms and conditions.
- 5.3.2 We will provide our payment services provider with your information necessary to debit payments and contact you about your payments. Our payment services provider may contact you about any unsuccessful payments or expiry of your card.
- 5.3.3 Your membership will continue even if you cancel your authorisation to our payment services provider. You must continue to pay your fees and other amounts by other means until your membership is cancelled in accordance with these terms and conditions.

Payment amounts

- 5.3.4 We will arrange to debit your membership fee each fortnight in advance for the next fortnight. If a debit falls on a day that is not a banking day, the debit will occur on the next banking day.
- 5.3.5 Debit payments will continue until your membership is cancelled.
- 5.3.6 In addition to membership fees, we may also arrange to debit:
 - 5.3.6.1 merchant or transaction fees we or our payment services provider incur in debiting your credit card, debit card or bank account.
 - 5.3.6.2 any amount necessary to bring your fees up to date after any unsuccessful payment or membership suspension.
 - 5.3.6.3 any dishonour fee due.

Unsuccessful payments

- 5.3.7 You must ensure your card or account has sufficient funds available on the date each payment is due. If any payment is unsuccessful:
 - 5.3.7.1 you acknowledge that your financial institution may charge you a fee.
 - 5.3.7.2 you must pay our dishonour fee.
 - 5.3.7.3 you must pay the outstanding amount by regular debit or other means. We may arrange further attempts to debit payment; and
 - 5.3.7.4 we may suspend your membership until outstanding amounts are paid.

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5.4 Concession Fees

If you purchased membership at a concession rate, you must present your concession card and current photo identification whenever we request it during your membership term. If you no longer hold your concession card, or cannot provide it when reasonably requested, you agree that your membership will continue at the non-concession rate, and that we may continue your direct debit payments at the full fee paying amount, unless you cancel your membership.

6. CHANGING MEMBERSHIP TYPE

You may change your membership to another available membership type at any time. We will discuss the process with you, as required.

7. SUSPENSION OF MEMBERSHIP

7.1 Suspension by you - reasons other than illness or injury

- 7.1.1 Access & Inclusion 1:1 Webstar's Swim School members may suspend membership for illness or injury up to a maximum of 12 weeks in any 12-month period (unless we approve a longer period). Medical suspension available for minimum 4 consecutive weeks and up to 12 weeks in any 12-month period for students swimming in group classes.
- 7.1.2 All other members may suspend membership for a reason other than illness or injury for a minimum of one week to a maximum of 26 weeks in any 12-month period.
- 7.1.3 To arrange a suspension, you must give at least one day's notice using the [member portal](#). If requesting suspension via the online form, please allow one weeks' notice to process.
- 7.1.4 Payroll deduction memberships are not eligible for suspension.

7.2 Suspension by you - illness or injury

- 7.2.1 Access & Inclusion 1:1 Webstar's Swim School members may suspend membership for illness or injury up to a maximum of 12 weeks in any 12-month period (unless we approve a longer period).
- 7.2.2 Webstar Swim School members may suspend membership for illness or injury for minimum four consecutive weeks and up to 12 weeks in any 12-month period for students swimming in group classes. You must use the [medical suspension form](#) and submit a medical certificate issued by a medical practitioner registered by AHPRA that states your name and the period of illness or injury.
- 7.2.3 All other members may suspend membership due to an illness or injury for the period of that illness or injury up to the maximum of 26 weeks in any 12-month period (unless we approve a longer period).
- 7.2.4 To request a medical suspension due to an illness or injury, you must use the [temporarily suspend or cancel a Swim Sport & Leisure membership](#) form and submit a medical certificate issued by a medical practitioner registered by AHPRA that states your name and the period of illness or injury.

7.3 Suspension by us

We may suspend your membership at any time in accordance with these terms and conditions.

7.4 During and after suspension

- 7.4.1 During the suspension period, you (including any other members under a family membership) must not use any of our centres.
- 7.4.2 For members paying by regular debit, debits will be suspended during the suspension period except as necessary to recover any payments outstanding before the suspension.
- 7.4.3 For existing members who have paid in a lump sum, membership will be extended by the period of the suspension.
- 7.4.4 At the end of the suspension period:
 - 7.4.4.1 membership and regular debits (if applicable) will recommence, and we will credit you for any part of the suspension period you have already paid for.
 - 7.4.4.2 for members paying by regular debit, if necessary, we may debit an extra payment so that your fees are paid in full for the next fortnight; and
 - 7.4.4.3 Webstar's Swim School students will be placed in the same class as before the suspension where practicable, or in another class.

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8. CANCELLATION OF MEMBERSHIP

8.1 Cancellation by you

- 8.1.1 You may cancel your membership within seven days of joining for the first time by using the online form, and we will refund all fees paid
- 8.1.2 For members paying by direct debit, you may cancel your membership at any time by giving us 14 days' notice using [temporarily suspend or cancel a Swim Sport & Leisure membership](#). If you require assistance with the mandatory online cancellation form, you may visit one of our centres and seek assistance.
- 8.1.3 All cancellation requests must be submitted in writing. Verbal cancellation requests will not be accepted.
- 8.1.4 All outstanding fees must be paid upon cancellation of your membership. Fees paid prior to cancellation are non-refundable, including fees covering any period during which your membership was suspended. Any outstanding balance will remain on your account and must be paid before you can rejoin.
- 8.1.5 Any credits remaining on your account at the time of cancellation will be forfeited.

8.2 For members who have paid in a lump sum, you may cancel your membership at any time. Refunds are not available for lump sum memberships, unless required by law.

8.3 Cancellation by us

We may cancel your membership:

- 8.3.1 if payments amounting to more than two regular debits are outstanding
- 8.3.2 in accordance with these terms and conditions or
- 8.3.3 for members paying by regular debit, by giving you 28 days' notice for any reason
- 8.3.4 immediately if in breach of terms and conditions, conditions of entry or code of conduct.

9. FUNDED MEMBERSHIPS

9.1 This paragraph applies if your membership is funded by a funding organisation.

9.2 Your membership will be treated as if the funding organisation was required to pay in a lump sum. References to you paying or not paying membership fees must be read as references to the funding organisation paying or not paying membership fees.

9.3 Your membership will begin when funder agrees with us in writing to fund it and membership has been paid.

9.4 You may not change your membership type or suspend your membership.

9.5 You may cancel your membership in accordance with [paragraph 8.1](#).

9.6 Term of enrolment for Webstar's Swim School:

- 9.6.1 The student's enrolment will begin when funding organisation agrees in writing to fund Webstar's Swim School membership (swimming lessons) and advises us how many weeks of membership it will fund.
- 9.6.2 We may allow you to fund an additional membership term yourself for a short period after the period funded by the funding organisation
- 9.6.3 The student's enrolment will end at the end of the period funded by the funding organisation and any additional period funded by you (subject to any credit or early cancellation).

Class times

- 9.6.4 At enrolment, the student will be allocated a class depending on availability and the student's swimming skill.
- 9.6.5 We may change the class day and time when the student progresses to the next level or at other times.

Missed or cancelled lessons

- 9.6.6 If the Access and Inclusion 1:1 student misses a lesson due to illness or injury, you may request a credit for the missed lesson, which will extend the student's enrolment by one week. To claim a credit, within one month you must use the form or membership management system we provide to submit a medical certificate issued by a medical practitioner registered by AHPRA that states the student's name and that the student was ill or injured on the date of the missed lesson.
- 9.6.7 Students swimming in a group class may receive make-up lesson tokens in accordance with paragraph 4.5.
- 9.6.8 You may not suspend the student's enrolment for any other reason.
- 9.6.9 If we cancel a lesson, we will provide a credit for the missed lesson, which will extend the student's enrolment by one week.

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Cancellation of enrolment

- 9.6.10 We may cancel the student's enrolment early if you or the funding organisation fail to pay for the lessons as agreed or otherwise fail to comply with these terms and conditions.
- 9.6.11 You may cancel the student's enrolment in accordance with [paragraph 8.1](#).

10. YOUR CONTACT AND PAYMENT DETAILS

- 10.1** You must promptly inform us of any change to your contact or payment details by using the form or membership management system we provide.
- 10.2** Enquiries about or changes to the details of an entrant under 18 years old may be made only by their nominated parent or guardian.

11. CUSTOMERS UNDER 18 YEARS OLD

- 11.1** By signing up to a membership at any of our centres, you warrant that you are over 18 years old.
- 11.2** You may sign up to a membership on behalf of someone under 18 years old of whom you are the parent or guardian (**Under 18 Member**):
- 11.2.1 to obtain a pass for them.
 - 11.2.2 to enrol them in Funded Swimming Lessons.
 - 11.2.3 to obtain Webstar's Swim School membership for them or
 - 11.2.4 to obtain another membership type for them provided they are at least 10 years old.
- 11.3** If you sign up to a membership for an Under 18 Member you are bound by these terms and conditions on behalf of the Under 18 Member and yourself personally.
- 11.4** A supervising adult must ensure the Under 18 Member complies with age limits that apply to parts of our centres and supervise them as appropriate to their age and development.

12. WATER SAFETY AND SUPERVISION

- 12.1** If you are a weak swimmer or unable to swim, you must let us know each time you arrive to use our aquatic facilities.
- 12.2 Supervising a student during a swimming lesson**
- 12.2.1 You must ensure that during a swimming lesson provided by us:
 - 12.2.1.1 if the student is under 3 years old, a supervising adult constantly and actively supervises the student, and remains in the water and within arm's reach of, the student.
 - 12.2.1.2 if the student is under 10 years old, a supervising adult supervises the student, remains in the pool hall, maintains all necessary visual contact with the student and is easily contactable by the teacher.
 - 12.2.1.3 if the student is over 10 years old, a supervising adult supervises the student to the extent appropriate to their swimming ability and general development.
- 12.3 Supervising children at all other times**
- 12.3.1 You must always ensure that when your child is in or around water at our centres (including before and after any swimming lesson):
 - 12.3.1.1 if the child is under 5 years old, a supervising adult must accompany the child into the water and must remain within arm's reach of the child. The supervising adult must not supervise more than two children under 5 years old.
 - 12.3.1.2 if the child is under 10 years old, a supervising adult must accompany the child into our centre, be located near the child and have a clear view of the child with no physical or structural barriers between them and the child. The supervising adult must not supervise more than four children under 10 years old.
 - 12.3.1.3 if the child is 10 years old or older, the supervising adult must use their knowledge of the child's swimming ability and general development to determine the level of supervision required.

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13. SUSPENSION OF OUR SERVICES

We may suspend our services (including closing a centre or part of a centre) at any time. We will make reasonable efforts to notify you of the closure.

14. MEDICAL CONDITIONS AND TREATMENT

14.1 You warrant that either:

- 14.1.1 you do not have any medical condition or take any medication that may affect your ability to safely use our facilities; or
- 14.1.2 you have a medical condition or take medication that may affect your ability to safely use our facilities, but it has been assessed by a medical practitioner registered by AHPRA who has advised that it is safe for you to use our facilities.

14.2 You must notify us if you develop a medical condition or take any medication that may affect your ability to safely use our facilities, or an existing medical condition changes.

14.3 You consent to receiving emergency medical treatment in the event of injury or illness while at one of our centres. You agree to reimburse us on demand for costs we incur in obtaining emergency medical treatment for you. You acknowledge that you may be liable for ambulance treatment and transport charges if you are not covered by appropriate insurance or a concession card.

14.4 You must not attend one of our centres if you have any open wounds or bleeding, rashes, contagious illness, diarrhoea or vomiting, or have had diarrhoea or vomiting in the last 14 days (for aquatic access) or 72 hours (for other access), head lice or other illness or injury that may affect the health and safety of others.

15. EXCLUSION OF LIABILITY

15.1 You acknowledge that use of our facilities and services may involve a significant degree of physical exertion and/or physical risk, which may lead to injury to you or your death.

15.2 Exclusion of Australian Consumer Law consumer guarantees

15.2.1 WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR-TRADING ACT 2012

Warning under the Australian Consumer Law and Fair Trading Act 2012

In this warning, references to 'the supplier' means us, and reference to 'you' mean you, your child and any Under 18 you agree to these terms and conditions on behalf of.

By signing up to any of our membership types or enrolling in any classes, you agree that your rights to sue the supplier under the Australian Consumer Law and Fair-Trading Act 2012 are excluded, restricted, or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair-Trading Act 2012, the exclusion of these statutory guarantees is brought to your attention by this form.

Note: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair-Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair-Trading Act 2012.

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- 15.2.2 To the maximum extent permitted by law, you agree that we and our staff are not liable to you for any injury or death you suffer because of any breach of the consumer guarantees in the Competition and Consumer Act 2010 and the Australian Consumer Law and Fair Trading Act 2012 (Vic)) (together 'Australian Consumer Law'), including the guarantees that services be rendered with due care and skill, and that they be reasonably fit for purpose. This exclusion of liability does not apply to the extent that you have suffered any significant personal injury that was caused by our reckless conduct,

15.3 Exclusion of other liability

To the maximum extent permitted by law, you agree that we and our staff are not liable for any claim or demand (including in negligence or for breach of any implied term, condition or warranty) arising from your use of our facilities or services, including but not limited to injury or death or loss or damage to property (including any personal property you bring to or leave at our facilities or in a locker at our facilities).

16. PRIVACY

16.1 Collection notice

- 16.1.1 You consent to us collecting personal information (including a photo of you) and health information from you to administer your membership, send you marketing communications and for the purposes of our market research. If we do not collect this information, we may not be able to provide you with membership and/or use of our centres.
- 16.1.2 We operate CCTV cameras in our centres, which may capture recordings of you, to ensure safety and security, and facilitate staff training and quality assurance. Recordings may be reviewed by our staff or provided to a law enforcement agency on request.
- 16.1.3 All personal and health information is collected and handled in accordance with our Privacy Policy, which is available from [on our website](#) and at Customer Service Centres. If you would like to access your personal information, please call our Privacy Officer on 03 5272 5272 or email privacy@geelongcity.vic.gov.au

16.2 Transfer of personal information outside Victoria

We may use marketing, sales, customer relationship management and payment software and services provided by third-party service providers from time to time. You agree that we may transfer personal information outside Victoria to our service providers. We will comply with the *Privacy and Data Protection Act 2014* (Vic) in transferring your personal information outside Victoria.

16.3 Marketing messages

- 16.3.1 We may send you marketing messages (including by email or SMS) from time to time. We use digital data analytics to measure the performance of our campaigns, target advertisements based on your behaviour and improve our services to you. If you do not wish to receive marketing messages, you may opt out by clicking the unsubscribe link in any message.
- 16.3.2 You may not opt out of operational or emergency messages.

17. CHANGES TO MEMBERSHIP OR PASS

- 17.1 We may change our entry products, fees or these terms and conditions at any time. If you do not agree with a change, you can cancel your membership in accordance with these terms and conditions.
- 17.2 If you do not cancel your membership or enrolment before the change to these terms and conditions, you agree to the change.
- 17.3 We may change the conditions of entry or rules at a centre at any time.
- 17.4 We may change centre opening hours, program timetables, equipment, and services at any time.