

Terms & Conditions of Membership

Definitions

'Member' – Person signing the Membership Agreement.

'Facility' – Parramatta Aquatic Centre.

'City of Parramatta' – City of Parramatta Council.

'PAC' – Parramatta Aquatic Centre

'Membership' – Agreement between the member and City of Parramatta.

'Direct Debit' – An agreed upon financial amount deducted from the members nominated account.

'Days' – Calendar days inclusive of weekends and public holidays.

'Customer portal' – An online accessible portal which users can access to alter their class or personal details and put in Enrolment change requests.

Legally Binding Agreement

On acceptance by the Facility of your Membership, members acknowledge that they will be bound by the terms and conditions of the Membership set out and referred to in this document. This membership is also subject to the General Parramatta Aquatic Centre (PAC) Conditions of Entry.

Membership General Conditions

- (a) Members must abide by PAC's Conditions of Entry. Conditions of Entry are available on our website, customer Portal, or upon entry to the Facility.
- (b) Memberships can be paid upfront or through a fortnightly direct debit. All upfront Memberships must be paid for at the time of purchase.
- (c) All members are required to complete a pre-exercise questionnaire prior to their first workout. It is the responsibility of the participant to advise staff of any serious or pre-existing injuries or medical conditions before exercising.
- (d) All members are required to have a photo taken for identity purposes.
- (e) Membership is personal to the member and the Membership cannot be assigned or transferred to another person unless authorised by Council.
- (f) Documented change of name notifications can be received and actioned by the member through the customer Portal.
- (g) To access concessions rates, you will be required to submit proof for validation.
- (h) The type of Membership you purchase will determine the areas and programs that you can access within the Facility.
- (i) The facility reserves the right to reject an application for Membership to the facility.
- (j) All Memberships commence on the date stated on the Membership agreement.
- (k) A member must always present proof of Membership for admittance to the facility.
- (l) Admittance may be refused if a member fails to provide proof of Membership and proof of identification on request.
- (m) The Facility reserves the right to:
 - (i) Vary, add, or eliminate any of the facilities or services provided by the Facility.
 - (ii) Change the fees we charge for our services.
 - (iii) Alter Membership Terms and Conditions.
 - (iv) Vary our hours of operation or program schedule.

Family Memberships Conditions

- a. Family Memberships must consist of two adults and two children, or one adult and three children.

- b. Family Memberships may include more than two children. Each additional child above two will incur an additional fee.
- c. All children covered in the Membership must be living at the same residential address and provide appropriate documentation as proof.
- d. All Family Membership fees must be paid via a fortnightly direct debit from one account.

Membership Suspension

- (a) A member may suspend their Membership for a maximum of 28 days per year. The 28-day suspension limit resets each annual Membership anniversary date.
- (b) All suspensions must be a minimum of 14 days duration and cannot be backdated at any time.
- (c) All requests for Membership suspension must provide a minimum of 14 days' notice.
- (d) Member payments will be automatically reactivated after their suspension period has been completed.
- (e) Suspensions will not be processed if there are outstanding fees on your account.
- (f) Family Membership suspension applies to all members of the Family Membership.

Membership Cancellation

- (a) Council reserves the right to cancel your Membership agreement at its discretion.
- (b) The member may cancel their Membership giving the Facility a minimum of 14 days' notice in line with the members regular payment cycle.
- (c) If a member cancels their Membership within their contract minimum term, they must pay out the full amount that would be charged during this period.
- (d) All Members have a 10 day 'cooling off period' if they wish to cancel their Membership agreement. The 10 days commences from the date of signing their Membership agreement. Administration fees and fees for services provided will be deducted prior to issuing refund in relation to the 'cooling off period'.
- (e) Cancellations will not be processed if there are outstanding fees on your account.

Carparking

- (a) Carparking for Facility users is available on-site PAC or the Justice Street Carpark and is subject to availability.
- (b) Where carparking is included in the Membership, A single entry and up to two hours parking for one vehicle in the nominated car parks is included.
- (c) Additional fees are payable for extended stays, additional vehicles, or additional entries.

Communications and Privacy

- (a) If you wish to notify us about anything relating to this agreement, contact should be made through the customer portal. This includes cancelation, suspension or change of details notification.
- (b) We will notify you of any changes via email to your nominated email address.
- (c) Any notice will be deemed to have been received on the third business day after notification.
- (d) We do not accept responsibility for contact details, which are not updated. Members will not be reimbursed for any miscommunication because of incorrect information.
- (e) We will provide 14 days' notice on all changes to Membership conditions.
- (f) We will provide 30 days' notice on all changes to Membership fees.
- (g) Members acknowledge that they may receive communications and marketing materials from the City of Parramatta and affiliated third parties in the provision of services.
The City of Parramatta manages your information in line with our privacy policy. Our privacy policy is available [here](#).

Release and Indemnity

- (a) The Member declares and acknowledges:
 - (i) They are medically and physically able to participate in the programs and accept the inherent risks of undertaking such physical activity.
 - (ii) they enter the Facility and surrounds and/or participate in programs, utilise the equipment, and/or take advantage of the services offered at their own risk.
 - (iii) The City of Parramatta is released and discharged from all liability for loss, damage or injury that they may sustain; and

- (iv) They indemnify City of Parramatta to the extent permitted by law in respect of any claim by any person as a result of or in connection with the membership and/or participation in any of the activities connected to the PAC.

- (b) This release and indemnity shall not apply to the extent that loss, damage or injury which is the subject of the claim is caused or contributed

Last updated: April 2023

