

Aquatic Program Terms & Conditions of Enrolment

1. Definitions

'Facility' – Parramatta Aquatic Centre.

'City of Parramatta' – City of Parramatta Council.

'PAC' – Parramatta Aquatic Centre.

'Direct Debit' – An agreed upon financial amount deducted from the parent/guardians nominated account.

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

'Level' – Swimming class level.

'Student' – Child or adult participating in the learn to swim or squad program.

'Parent/Guardian' – Account holder of the Enrolment.

'Class' – The lesson the student is booked and participating in.

'Program' – The set of classes the student is enrolled in.

'Enrol' / "Enrolment" – The act of booking into a program.

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

'Standard program' – Swimming classes that occur weekly throughout the year.

'Holiday program' – Intensive swimming classes that take place over school holidays. Typically, multiple days in a row throughout the week and not part of the standard or squad program.

'Squad program' – A program for advanced swimmers where multiple classes are attended weekly. Class attendance can vary week to week and frequency is level dependant.

2. Legally Binding Agreement

On acceptance by the Facility of your program Enrolment, parents acknowledge that they will be bound by the terms and conditions of the Enrolment set out and referred to in this document.

3. General Conditions

- (a) Parent/Guardian and students 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) Parent/Guardian must advise staff of students pre-existing injuries, medical conditions, or health concerns that may impact their ability to participate in a Program operated by PAC at the time of Enrolment.
- (c) Program Enrolment is personal to the Student and cannot be assigned or transferred to another person unless authorised by City of Parramatta.
- (d) Documented change of name notifications can be received and actioned by the Parent/Guardian through the customer portal.
- (e) The program you enrol into will determine the time, day, sessions per week and location of the classes. Parent/Guardian may request to change to their scheduled classes provided there is available class space.
- (f) The Facility reserves the right to reject an application for Enrolment to the program.
- (g) All program Enrolments commence on the date stated on the Enrolment agreement.
- (h) A Student or Parent/Guardian must always present proof of Enrolment for admittance to the Facility.
- (i) Admittance may be refused if a Student or Parent/Guardian fails to provide proof of Enrolment and proof of identification on request.
- (j) 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 Enrolment Terms and Conditions.
 - (iv) Vary our hours of operation or Program schedule.
 - (v) Cancel classes or Program. In the event a class is cancelled the Student will receive one-off class credit.
 - (vi) Change class or Program instructor.
 - (vii) Change students enrolled class to meet operational requirements.
- (k) Entry for one spectator for each Program participant is included in Program fees; all other spectators must pay a spectator fee. If the designated spectator swims recreationally, they must pay the standard entry fee.
- (l) Students can swim recreationally before and/or after their class at no additional cost.
- (m) Students who are unwell are not permitted to attend classes. If students attend and staff deem them to be unwell, Parent/Guardian will be asked to remove the Student from the class.
- (n) Students who miss a class will not be entitled to a credit, refund, or make-up class.
- (o) Parent/Guardian must process all change of class requests through the customer portal. This includes when progressing to the next level as advised by the deck supervisor.
- (p) If a Student cannot change to a suitable class, Parent/Guardian may request the Student is added to the waitlist. Waitlists are managed by PAC staff based on priority and availability.

4. Payments

- (a) Program fees must be paid through a fortnightly direct debit,
- (b) Where Vouchers (e.g. Gift Vouchers, NSW Govt First Lap or Active Kids) are applied, the direct debit will commence once their value has been fully applied
- (c) Holiday or specialised aquatic program fees must be paid upfront at the time of Enrolment, this will be specified within the enrolment process.

5. Program Calendar

- (a) Aquatic programs run all year round and will only pause for 3 weeks over the Christmas and New Year period. A notice will be issued in relation to closure dates 30 days in advance. Direct debit payments will be paused for this period.
- (b) Learn to Swim and Squad programs do not operate on Public Holidays. If a Student's scheduled class falls on a public holiday they will not be charged for this class.

6. Program Commitment

- (a) The City of Parramatta commits to:
 - (i) Providing a safe and caring swimming environment with industry qualified instructors.
 - (ii) Developing swimming and water safety skills for every Student.
 - (iii) A consistent teaching approach across all levels and teachers.
 - (iv) Regular swimming assessments against the level requirements conducted by our Deck Supervisors.
 - (v) Annual Program reviews to ensure we are meeting industry standards.

7. Enrolment Suspension

- (a) Enrolments may be suspended due to medical illness or injury.
- (b) All suspensions requests must be accompanied with a valid medical certificate.
- (c) All suspensions requests must be a minimum of 7 days duration and cannot be backdated at any time.
- (d) All suspension requests must provide a minimum of 14 days' notice.
- (e) Program payments will be automatically reactivated after the suspension period has been completed.
- (f) Suspensions will not be processed if there are outstanding fees on your Enrolment.
- (g) Holiday Program Enrolments are not eligible for suspension.

8. Enrolment Cancellation

- (a) City Of Parramatta reserves the right to cancel your Enrolment agreement at its discretion.

- (b) All standard and squad programs have a 12 week minimum engagement. Enrolment in a Program does not automatically cancel and will continue until the Student or their Parent/Guardian completes a cancellation submission.
- (c) The Student or their Parent/Guardian may cancel their Enrolment giving the Facility a minimum of 14 days' notice in line with the regular payment cycle.
- (d) If the Student or Parent/Guardian cancels their Enrolment prior to the expiration of the contract term, they must pay out the full amount that would be charged during this period.
- (e) All enrolments will have a 10 day 'cooling off period.' i. The 10 days commence from the date of the execution of the Enrolment. Administration fees for services provided will be deducted prior to issuing a refund
- (f) Cancellations will not be processed if there are outstanding fees on your Enrolment.
- (g) Holiday Program Enrolments are not eligible for cancellation.

9. Carparking

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

10. 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 cancellation, 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. Parent/Guardian will not be reimbursed for any miscommunication because of incorrect information.
- (e) We will provide 14 days' notice on all changes to Enrolment conditions.
- (f) We will provide 30 days' notice on all changes to Program fees.
- (g) We will provide as much notice as possible if a scheduled class is cancelled.
- (h) Parent/Guardian acknowledge that they may receive communications and marketing materials from the City of Parramatta and affiliated third parties in the provision of services.
- (i) The City of Parramatta manages your information in line with our privacy policy. Our privacy policy is available [here](#).

11. Release and Indemnity

- (a) The Parent/Guardian: declares and acknowledges:
 - (i) The Student is medically and physically able to participate in the Program and accepts the inherent risks of undertaking such physical activity.
 - (ii) It and the Student enter the Facility and surrounds and/or participate in Program, utilise the equipment, and/or take advantage of the services offered at our own risk.
 - (iii) The City of Parramatta is released and discharged from all liability for loss, damage or injury that itself or the Student may sustain; and
 - (iv) To 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 Enrolment of the Student in the Program 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

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Last updated: April 2023

Initiative of



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PARRAMATTA**