



# **GOLD COAST AQUATIC CENTRES**

Terms and conditions

2022-2023

CITY OF  
**GOLDCOAST.™**

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## 1. GENERAL

### 1.1. Background

Council of the City of Gold Coast (“we”; “us”; “our”) owns and operates the Gold Coast Aquatic Centres (the “centre”; the “facility”).

### 1.2. Locations

- 1.2.1. [Gold Coast Aquatic Centre](#), Marine Parade, Southport 4215.
- 1.2.2. [Upper Coomera Aquatic Centre](#), Reserve Road, Upper Coomera 4209.
- 1.2.3. [Pimpama Aquatic Centre](#) at Pimpama Sports Hub, Rifle Range Road, Pimpama 4209.

### 1.3. Member/membership, student/enrolment, visitor/pass holder, customer

Relates to the person participating in the use of the centre, in the case of a parent/guardian signing on behalf of the person participating, then responsibility is that of the signee. (“you”, “your”, “yourself”).

### 1.4. Local Law

Aquatic centre use is subject to [Subordinate Local Law number 7.2 \(Public Swimming Pool Complex\) 2008](#).

## 2. FEES, PAYMENTS AND ACCESS

### 2.1. Fees and charges

Fees and charges for Aquatic Centres are in accordance with the City of Gold Coast’s (City) regulatory fees and non-regulatory charges. A copy of our regulatory fees and non-regulatory charges can be found on our website, [cityofgoldcoast.com.au](http://cityofgoldcoast.com.au).

### 2.2. Cashless centres

From 1 July 2022, all centre locations listed in clause 1.2 will no longer accept cash payments. Payments can be made by debit card, Visa and MasterCard.

### 2.3. Cooling off period

The centre offers a 48-hour cooling off period on all memberships, enrolments and visit passes. All cancellations must be submitted by you in writing on the relevant cancellation/suspension form provided by centre administration. Any administration fees paid will be forfeited; all other membership fees will be refunded within 21 days of receipt of the relevant cancellation/suspension form. Any access tags, fobs or membership cards are to be returned to the centre for the refund to be processed.

### 2.4. Direct debit payments

If you are on a direct debit arrangement, the City of Gold Coast authorises the debit of fortnightly fees from your nominated bank account, credit, or debit card. Pro-rata membership or lesson fees plus any administration fee applied must be paid prior to the first direct payment. Please note:

- 2.4.1. Direct debit dates are pre-set.
- 2.4.2. If a direct debit date falls on a public holiday, the debit will be processed on the next business day.
- 2.4.3. Debits may take up to five days to come out of your nominated account.
- 2.4.4. All information regarding direct debit payments and meeting your direct debit responsibilities and obligations can be found in the Direct Debit Request Terms and Conditions which can be obtained at centre reception or by contacting the Direct Debit Service Provider.

### 2.5. Late or declined payments

- 2.5.1. If a direct debit payment is declined, attempts will be made by the Aquatic Centre to contact you to discuss your membership or enrolment and payment options.
- 2.5.2. If payment is declined on three consecutive direct debit payment dates and all attempts to contact you are unsuccessful, the membership or enrolment will be suspended.

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- 2.5.3. A fee of **\$8.50** is charged for all declined direct debit payments.
  - 2.5.4. If attempts to contact you are unsuccessful 30 days from suspension, the membership, enrolment or visit pass will be cancelled.
  - 2.5.5. Outstanding amounts can either be paid in full in person at the Aquatic Centre or by completing a Direct Debit Authorisation allowing the outstanding amount to be settled on the next scheduled direct debit payment date, or via the online customer portal where available.
  - 2.5.6. While there is an outstanding amount on an account, you will be denied access to use the centre and its services. Once outstanding amounts have been received by the Aquatic Centre, membership or enrolment will be reinstated.

## **2.6. Concession rates**

- 2.6.1. You must present a current concession card on entry to the centre to receive a concession rate.
- 2.6.2. An original card must be presented, no copies are accepted.
- 2.6.3. Holders of the following current and valid cards are entitled to a concession membership:
  - 2.6.3.1. Commonwealth Seniors Health Card (Seniors and Veteran Affairs)
  - 2.6.3.2. Pensioner Concession Card
  - 2.6.3.3. State and Territories Seniors Card
  - 2.6.3.4. Companion Card
  - 2.6.3.5. Photograph Student ID Card issued by a university, higher education provider, TAFE or other registered organisation (full-time only)
    - 2.6.3.5.1. Students must provide proof that they still qualify for a concession prior to the membership renewal anniversary.
    - 2.6.3.5.2. Members who end full-time study during the duration of their membership must upgrade to the full price equivalent membership. Students may request to cancel their membership in accordance with these terms and conditions.

## **2.7. Centre access**

All customers are required to follow the Aquatic Centre's Conditions of Entry located at the main entrance and within the centres. We may refuse entry to anyone, if they act unreasonably or break the rules outlined in the Conditions of Entry, Pool Rules or these Terms and Conditions.

## **2.8. Restricted access**

Public access to the centre and certain areas and pools within the centre may be restricted at times due to events or planned and unplanned maintenance. Any such restrictions will be communicated with reasonable notice where possible and displayed prominently in and around the centre and on the centre's website [cityofgoldcoast.com.au](http://cityofgoldcoast.com.au).

## **2.9. Change of terms and conditions**

The centre reserves the right to change, modify or update terms and conditions relating to your membership, enrolment or visit pass, or use of the centre's facility. Any such changes will be made with reasonable notice and displayed prominently in and around the centre and on the centre's website [cityofgoldcoast.com.au](http://cityofgoldcoast.com.au). If a person does not agree with a material change, modification or update to the rules and/or terms and conditions relating to his or her membership, enrolment or visit pass, or use of the centre's facility, the person may request to terminate his or her membership by following the cancellation procedure outlined in these terms and conditions.

## **2.10. Access tags, fobs and membership cards**

- 2.10.1. Access tags, fobs or membership cards are issued to all members, enrolments and visit pass holders to be presented on entry and to the relevant area of the centre you are undertaking activity.
- 2.10.2. Access tags, fobs or membership cards are strictly non-transferable and must not be used by anyone else.
- 2.10.3. Should you not be able to provide your access tags, fobs or membership cards for entry after three consecutive visits, the access will be cancelled, and you will be

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required to pay a **\$10.80** replacement fee for a new access tag, fob or membership card before entering the facility.

2.10.4. Access tags, fobs or membership cards are to be returned to the centre on cancellation of membership.

## **2.11. Lost property**

We cannot accept responsibility for any loss or damage to your belongings while you are at the centre. We donate lost property to a charity each month, including all unclaimed items.

# **3. HEALTH INDEMNITY AND ABILITY**

## **3.1. Personal health and indemnity**

By signing the membership, enrolment, visit pass form, or making a tennis booking, you are declaring yourself to be medically and physically able to participate in physical activity. You indemnify the Council from and against all actions, claims and demands of every kind which the Council or its Officer(s), servants, agents and contractors shall or may be liable for in respect of or arising from any accident, loss, damage or injury to person or property by reason of anything done or omitted by yourself.

## **3.2. Health and ability**

3.2.1. On the day a membership, enrolment, visit pass or tennis booking is taken out with the centre and each time the centre is used, you (or the parent/guardian) represent and warrant to us that you:

3.2.1.1. are in good physical condition.

3.2.1.2. know of no medical or other reason why you cannot or should not do active or passive aqua exercise and general fitness exercise.

3.2.1.3. understand and accept the adherent risks of undertaking exercise.

3.2.1.4. will take full responsibility for your own health and wellbeing whilst inside the centres.

3.2.1.5. will not use the facility if such use would compromise your physical health, condition and wellbeing.

3.2.2. If you believe any of the centre's activities might risk your health, you must inform the centre in writing with full details. You must also inform the centre if your medical condition changes after you join. If you are unsure, not confident or are concerned about the state of your physical health, condition and capability you should seek qualified professional medical advice before accepting a membership, enrolment or visit pass using the centre. We may choose to refuse your membership agreement until:

3.2.2.1. your doctor agrees in writing that you are fit to swim/exercise.

3.2.2.2. you demonstrate that you have received medical advice on an appropriate fitness program.

## **3.3. Managing infections and illness**

You must not use the centres if you are sick or unwell. Members are considered sick or unwell and must not use the fitness centre if they display any of the following:

3.3.1. Fever/temperature over 38 degrees Celsius.

3.3.2. Cold and flu-like symptoms.

3.3.3. Diarrhoea or vomiting.

3.3.4. Body rashes or lesions.

3.3.5. Nose, eye or ear discharge.

A guide for recommended exclusion periods for infectious conditions can be found at [health.qld.gov.au](http://health.qld.gov.au)

# **4. PRIVACY**

## **4.1. Understanding our privacy policy**

To process a membership, enrolment, visit pass and tennis booking, we will have access to personal information and financial details. We will only use, disclose or deal with your information

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as set out in these terms and conditions, in line with our privacy policy which is available at: [cityofgoldcoast.com.au](http://cityofgoldcoast.com.au).

## **4.2. Collecting personal information**

The centre will not collect or monitor any personal information about an individual without their consent. You are not obliged to provide us with your personal information however failure to do so may result in the centre's being unable to provide services to you. We may use the information collected to contact you about your membership, enrolment, visit pass, or tennis booking, or about any other of our services, promotions, or events. By signing a membership, enrolment, visit pass application or tennis booking, you consent to us using your personal information in this way.

## **4.3. Using and disclosing personal information**

4.3.1. Personal Information will be used for the following primary purpose:

- 4.3.1.1. To fulfil obligations under a membership, enrolment, visit pass tennis booking and/or any other contract between him/her and the centre.
- 4.3.1.2. To render services under a membership, enrolment, visit pass and tennis booking.
- 4.3.1.3. To provide information about products, service and/or special offers.
- 4.3.1.4. To obtain opinions or comments about products and/or services.
- 4.3.1.5. To record statistical data for marketing analysis.

4.3.2. The Centre recognises the trust with which individuals provide personal information, and such information will not be used or disclosed for any other purposes without consent, except in exceptional cases when disclosure may be required by law or is necessary to protect the rights or property of centres, any of the centre's contractors, or any member of the public, or to lessen a serious threat to a person's health or safety.

## **4.4. Allowing the City of Gold Coast to use your image**

At times filming or photography occurs through the centres. It is possible that you may appear in the background of an image or footage. By entering the centres and using the facility, you agree to allow us to use your image in promotional and other business-related material.

# **5. POOL ONLY MEMBERSHIPS AND VISIT PASSES**

Pool only memberships and visit passes are available for adults 16 years and over, children from two to 15 years and for concession card holders. Pool only memberships and visit passes refer to casual lap or recreation swimming and do not admit users to aquatic programs such as aquatic group fitness or squad.

## **5.1. Pool only membership payment options**

Pool memberships have the following payment options:

- 5.1.1. by fortnightly direct debit paid in advance from a nominated bank account, credit, or debit card with:
  - 5.1.1.1. Pro rata membership fees to be paid prior to the first direct debit payment.
  - 5.1.1.2. no lock-in terms.
  - 5.1.1.3. no centre administration fees.
  - 5.1.1.4. annual changes to the City's fees and charges applicable every 1 July.
- 5.1.2. by payment in full, in advance for either three or 12 months with:
  - 5.1.2.1. A lock-in period of three- or 12-month term applied to the membership.
  - 5.1.2.2. no centre administration fees.
  - 5.1.2.3. memberships can be renewed at the conclusion of the lock-in period with the current membership rate at the time of renewal applied to the renewal.

## **5.2. Pool only visit pass payment options**

Pool only visit passes are only available to purchase as payment in full in advance and are valid for 12 months from the date of purchase.



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### **5.3. Pool only membership suspensions**

All suspensions must be requested in writing on the cancellation/suspension form. Suspensions cannot be altered once submitted and no refunds are available unless required by law.

#### **5.3.1. Direct debit payment suspension**

A minimum of two weeks' written notice is required prior to the centre processing the next direct debit. Suspensions are eligible for a minimum of two weeks up to a maximum of six weeks (accumulated) per year where no debit fee will be applied. Normal fees and charges will apply after this. If returning earlier than the nominated return date listed, the member must pay the pro rata up to the next scheduled direct debit date before entry is permitted.

#### **5.3.2. Paid in full membership suspension**

A minimum of two weeks' written notice is required to process the paid in full suspension. Suspensions are eligible for a minimum of two weeks up to a maximum of six weeks (accumulated) per year. The nominated suspension time will be extended to your expiry date by the equal time.

#### **5.3.3. Suspension due to temporary injury or illness**

A maximum 12-week suspension may be offered in cases relating to injury or medical conditions subject to our approval on the receipt of relevant documentation from a registered medical practitioner. Normal fees and charges will apply after this. If returning earlier than the nominated return date listed, the member must pay the pro rata up to the next scheduled direct debit date before entry is permitted.

### **5.4. Pool only visit pass suspension**

Visit passes are valid for 12 months from the date of purchase and are unable to be suspended.

### **5.5. Pool only membership cancellation**

All cancellations must be submitted in writing on the cancellation/suspension form provided by centre administration. The centre will only commence processing the cancellation once the completed form is signed and returned to the centre.

#### **5.5.1. Direct debit cancellation**

A minimum of two weeks' notice is required before the centre processes the next direct debit.

#### **5.5.2. Paid in full cancellation**

Unless required by law, there are no refunds for paid in full memberships or multi-visit passes outside of the cooling off period (clause 2.3) or cancellation due to permanent injury or illness (clause 5.5.4). Memberships and visit passes are non-transferable between venues or clients.

#### **5.5.3. Instant cancellation by the centre**

We may cancel your membership or multi-visit pass without warning or refund if in our opinion you behave in a way that is inappropriate, dangerous, reckless or which presents risk to health and safety of any person, or impedes the use and enjoyment of the facility by any person including, for example, but not limited to:

- 5.5.3.1. threatening or harassing others.
- 5.5.3.2. damaging equipment.
- 5.5.3.3. using illegal or performance-enhancing drugs.
- 5.5.3.4. instructing other members when we have not authorised you to do so.

#### **5.5.4. Permanent injury or illness**

In the extreme circumstance of permanent injury or illness, memberships can be cancelled in writing, a medical certificate is to be attached to a completed cancellation/suspension form which is provided by centre administration. As per our terms and conditions a minimum of two weeks' notice is required to cancel all types of memberships. Paid in full memberships will be calculated to two weeks post cancellation to cover administration costs. The remaining amount will be refunded within 21 days of receipt of cancellation/suspension form.

### **5.6. Pool only membership and visit pass refunds**

Unless required by law, there are strictly no refunds on memberships or multi-visit passes outside of the cooling off period (clause 2.3) or permanent injury or illness (clause 5.5.4).

### **5.7. Membership alterations**

Members may upgrade their membership, providing the terms of the membership are being met. While all efforts are made to match you with the most appropriate membership, the Centre takes

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no responsibility for promoting alternate promotional memberships or offers and will not refund any discrepancies.

## **5.8. Clothing/swimwear and swim caps**

All members must wear suitable clothes as stipulated in the Code of Conduct. We do not allow clothes with offensive images or inappropriate advertising. Articles of clothing such as underwear, streetwear and jeans including cut-off shorts, t-shirts, bike pants leotards, casual wear and sporting wear are prohibited from the pools. Only standard swimwear and rash vests or shirts are to be worn in the pools. Infants who are not yet toilet trained must wear proper swim nappies, not regular disposable ones.

## **6. FITNESS CENTRE MEMBERSHIPS AND VISIT PASSES**

Fitness centre memberships and visit passes are available for adults 16 years and over, children from 15 years and for concession card holders. Fitness centre memberships and visit passes do not include access to programs and classes run under 'Active and Healthy' which are managed by the City's Active and Healthy team.

### **6.1. Fitness centre membership payment options**

Fitness centre memberships have the following payment options:

- 6.1.1. by fortnightly direct debit paid in advance from a nominated bank account, credit, or debit card with:
  - 6.1.1.1. Pro rata membership fees and the administration fee is to be paid prior to the first direct debit payment.
  - 6.1.1.2. no lock-in terms.
  - 6.1.1.3. a **\$82** centre administration fee for all new memberships or memberships renewed more than 12 months since the last one expired.
  - 6.1.1.4. annual changes to the City's fees and charges applicable every 1 July
- 6.1.2. by payment in full, in advance for either three or 12 months with:
  - 6.1.2.1. A lock-in period of three- or 12-month term applied to the membership.
  - 6.1.2.2. no centre administration fees
  - 6.1.2.3. memberships can be renewed at the conclusion of the lock-in period with the current membership rate at the time of renewal applied to the renewal.

### **6.2. Fitness centre visit pass payment options**

Fitness centre visit passes are only available to purchase as payment in full in advance and are valid for 12 months from the date of purchase. Types of visit passes include:

- 6.2.1. Full centre access passes with unlimited access to gym, pools, and group fitness and aqua over a 24-hour period.
- 6.2.2. Single class passes to either group fitness or aqua.

### **6.3. Fitness centre membership suspensions**

All suspensions must be requested in writing on the cancellation/suspension form. Suspensions cannot be altered once submitted and unless required by law, no refunds are available.

#### **6.3.1. Direct debit payment suspension**

A minimum of two weeks' written notice is required prior to the centre processing the next direct debit. Suspensions are eligible for a minimum of two weeks up to a maximum of six weeks (accumulated) per year where no debit fee will be applied. Normal fees and charges will apply after this. If returning earlier than the nominated return date listed, the member must pay the pro rata up to the next scheduled direct debit date before entry is permitted.

#### **6.3.2. Paid in full membership suspension**

A minimum of two weeks' written notice is required to process the paid in full suspension. Suspensions are eligible for a minimum of two weeks up to a maximum of six weeks (accumulated) per year. The nominated suspension time will be extended to your expiry date by the equal time.

#### **6.3.3. Suspension due to temporary injury or illness**

A maximum 12-week suspension may be offered in cases relating to injury or medical conditions subject to our approval on the receipt of relevant documentation from a registered medical practitioner. Normal fees and charges will apply after this. If returning earlier than the

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nominated return date listed, the member must pay the pro rata up to the next scheduled direct debit date before entry is permitted.

#### **6.4. Fitness centre visit pass suspension**

Visit passes are valid for 12 months from the date of purchase and cannot be suspended.

#### **6.5. Fitness centre membership cancellation**

All cancellations must be submitted in writing on the cancellation/suspension form provided by centre administration. The centre will only commence processing the cancellation once the completed form is signed and returned to the centre.

##### **6.5.1. Direct debit cancellation**

A minimum of two weeks' notice is required before the centre processes the next direct debit.

##### **6.5.2. Paid in full cancellation**

Unless required by law, there are no refunds for paid in full memberships or multi-visit passes outside of the cooling off period (clause 2.3) or cancellation due to permanent injury or illness (clause 6.5.4). Memberships and visit passes are non-transferable between venues or clients.

##### **6.5.3. Instant cancellation by the centre**

We may cancel your membership or multi-visit pass without warning or refund if in our opinion you behave in a way that is inappropriate, dangerous, reckless or which presents risk to health and safety of any person, or impedes the use and enjoyment of the facility by any person including, for example, but not limited to:

- 6.5.3.1. threatening or harassing others.
- 6.5.3.2. damaging equipment.
- 6.5.3.3. using illegal or performance-enhancing drugs.
- 6.5.3.4. instructing other members when we have not authorised you to do so.

##### **6.5.4. Permanent injury or illness**

In the extreme circumstance of permanent injury or illness, memberships can be cancelled in writing, a medical certificate is to be attached to a completed cancellation/suspension form which is provided by centre administration. As per our terms and conditions a minimum of two weeks' notice is required to cancel all types of memberships. Paid in full memberships will be calculated to two weeks post cancellation to cover administration costs. The remaining amount will be refunded within 21 days of receipt of cancellation/suspension form.

#### **6.6. Fitness centre membership and visit pass refunds**

Unless required by law, there are strictly no refunds on memberships or multi-visit passes outside of the cooling off period (clause 2.3) or permanent injury or illness (clause 6.5.4).

#### **6.7. Membership alterations**

Members may upgrade their membership, providing the terms of the membership are being met. While all efforts are made to match you with the most appropriate membership, the Centre takes no responsibility for promoting alternate promotional memberships or offers and will not refund any discrepancies.

#### **6.8. Facility access**

All members are required to follow the Centre's Conditions of Entry located at the main entrance, and Code of Conduct located at the Fitness Centre entrance. We may refuse entry to anyone, if they act unreasonably or break the rules outlined in the Conditions of Entry, Code of Conduct or these Terms and Conditions.

#### **6.9. Clothing**

All members must wear suitable clothes as stipulated in the Code of Conduct. We do not allow clothes with offensive images or inappropriate advertising. Wet swimwear is prohibited in the Fitness Centre.

#### **6.10. Minimum age**

All members of Gold Coast Aquatic Centres must be a minimum of 15 years of age to enter and use fitness centre's equipment and services. Exceptions to the age limit may be approved by the Fitness Centre and Venue Manager on a case-by-case basis or with the implementation of an age

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specific or school-based program or promotion. Applicants under the age of 18 years must have their Membership Application signed by their parent or guardian on their behalf.

### **6.11. Pre-exercise screening and safe use of equipment**

- 6.11.1. Participants must complete the pre-exercise screening section on the Membership Application.
- 6.11.2. To ensure your safety and the safety of others, you must follow all safety instructions on the equipment. If you are unsure of the correct use or operation of the equipment, please seek assistance from the centre staff. You must return all fitness equipment to their original state when you have finished.

## **7. LEARN TO SWIM**

The City's learn to swim program is available for enrolments from six months old.

### **7.1. Learn to swim payment options**

Lessons have the following payment options:

- 7.1.1. Payment for on-going lessons in advance each fortnight by direct debit from a nominated bank account, credit or debit card.
- 7.1.2. Pro rata lesson fees and the **\$23.00** administration fee per student is to be paid prior to the first lesson.
- 7.1.3. Lesson fees are calculated on the number of bookings per student per week.
- 7.1.4. A discount of **20 per cent** is applicable to subsequent siblings that are booked into a lesson each week, with the discount being applied to the sibling with the least number of lessons booked per week.
- 7.1.5. Fees cannot be held or transferred between students; however, fees can be transferred between locations.
- 7.1.6. Casual lesson payments are available to as a pay as you go option to be paid in advance and are not available on direct debit. See clause 7.2 for more information.

### **7.2. Casual lessons**

Casual lessons are available as a pay as you go option to be paid in advance and are not available on direct debit and have the following conditions:

- 7.2.1. They are payable in advance prior to the lesson.
- 7.2.2. Payments are a flat rate per lesson per child with no subsequent child discount.
- 7.2.3. Bookings can only be made one week in advance.
- 7.2.4. The same lesson day, time and instructor cannot be guaranteed.
- 7.2.5. Casual lessons cannot be rescheduled once booked and are non-refundable if cancelled. Make up lessons are not available for casual lessons.

### **7.3. Private lessons**

Private lessons are available and have the following payment options:

- 7.3.1. Payment for on-going lessons in advance each fortnight by direct debit from a nominated bank account, credit or debit card.
- 7.3.2. As a pay as you go option to be paid in advance
- 7.3.3. Fees are applied per student with no more than two students per class.

### **7.4. Enrolment transfers and fees**

- 7.4.1. Lesson fees cannot be held or transferred between students.
- 7.4.2. Account credits and make-up lessons cannot be held or transferred between students.
- 7.4.3. Students are able to transfer their enrolment and lessons between Aquatic Centres managed by the City of Gold Coast. If a transferring student has accumulated credits or make-up lessons, they must be used at the centre they are enrolled at prior to transferring to another centre. If you would like to transfer centres, please see the Learn to Swim coordinator for assistance.

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## 7.5. Promotional lessons

From time to time the centres run promotional learn to swim sessions and activities such as school holiday Intensives. The centre takes no responsibility for promoting alternate promotional memberships or offers and will not refund any fees discrepancies.

## 7.6. Bookings

- 7.6.1. Bookings of a direct debit enrolment are on-going and are for a minimum of one lesson per week with options for additional lessons per week available.
- 7.6.2. No fortnightly booking can be made as part of a direct debit enrolment, but you can opt for casual lessons.
- 7.6.3. Casual or promotional lessons such as school holiday intensives are payable in advance prior to the lesson. These bookings are non-refundable, and we do not offer make up lessons for any casual or promotional lessons missed throughout the duration of the program.

## 7.7. Make-up lessons

A make-up lesson is only valid if all current fees are paid in full noting that:

- 7.7.1. To be eligible for a makeup class you must advise us of the student's absence 24 hours prior to their class commencing.
- 7.7.2. Credits are not applicable to missed lessons.
- 7.7.3. Make-up lessons are based on availability and cannot be guaranteed.
- 7.7.4. They must be booked and attended within two weeks of the absence.
- 7.7.5. They are non-transferable or refundable.
- 7.7.6. You are unable to re-schedule a make-up lesson.
- 7.7.7. If you cancel or do not attend, the make-up lesson is forfeited.
- 7.7.8. Two make-up weekly lesson blocks are permitted per student every 12 weeks.

## 7.8. Learn to swim enrolment suspensions

All suspensions must be requested in writing on the cancellation/suspension form. Suspensions cannot be altered once submitted and no refunds are available.

### 7.8.1. Direct debit payment suspension

A minimum of two weeks' written notice is required prior to the centre processing the next direct debit. Suspensions are eligible for a minimum of two weeks where no debit fee will be applied. A total of three separate, non-consecutive, two-week debit free suspensions are redeemable per student per year.

- 7.8.1.1. To avoid the suspension fee, two week's written notice must be adhered to.
- 7.8.1.2. If a suspension period exceeds two weeks, a suspension fee of **\$6.00** per student, per suspension applies. This is to be paid at reception on submission of suspension form. A total of six weeks suspension exceeding the two-week maximum period is allowed. Once the allocated time frame has been reached, scheduled payments and lessons will resume as per normal.
- 7.8.1.3. If the time period exceeds six weeks, a cancellation/suspension form is required to cease direct debit payments. If this form is not submitted, scheduled payments will resume as per normal.

### 7.8.2. Casual payment suspension

Casual lessons are only able to be booked one week in advance and are unable to be suspended.

### 7.8.3. Suspension due to temporary injury or illness

A maximum 12-week suspension may be offered in cases relating to injury or medical conditions subject to our approval on the receipt of relevant documentation from a registered medical practitioner. Normal fees and charges will apply after this. If returning earlier than the nominated return date listed, the student/parent/guardian must pay the pro rata up to the next scheduled direct debit date before entry is permitted.

## 7.9. Learn to swim cancellations

All cancellations must be submitted in writing on the cancellation/suspension form provided by centre administration. Please return form to the centre's reception. Access tags, fobs or membership cards are to be returned to the centre. All outstanding make up lessons are to be

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redeemed before the booking is cancelled, any make up lessons outstanding will be forfeited and not redeemable after the cancellation date. The below applies to the enrolment type you have agreed to on joining the centre:

**7.9.1. Direct debit cancellation**

A minimum of two weeks' notice is required before the centre processes the next direct debit.

**7.9.2. Casual lesson cancellation**

Cancelled casual lesson are unable to be rescheduled or refunded.

**7.9.3. Promotional lesson cancellation**

Cancelled promotional lessons are unable to be rescheduled or refunded.

**7.9.4. Instant cancellation by the centre**

We may cancel your enrolment without warning if in our opinion you behave in a way that is inappropriate, dangerous, reckless or which presents risk to health and safety of any person, or impedes the use and enjoyment of the facility by any person including, for example, but not limited to:

- 7.9.4.1. threatening or harassing others.
- 7.9.4.2. damaging equipment.
- 7.9.4.3. using illegal or performance-enhancing drugs.
- 7.9.4.4. instructing other students when we have not authorised you to do so.

**7.9.5. Permanent injury or illness**

In the extreme circumstance of permanent injury or illness, enrolments can be cancelled in writing, a medical certificate is to be attached to a completed cancellation/suspension form which is provided by centre administration. As per our terms and conditions a minimum of two weeks of notice is required to cancel all types of enrolments.

**7.10. Refunds**

There are strictly no refunds outside of the cooling off period in clause 2.3 or as may be required by law.

**7.11. Facility access**

All students/parents/guardians are required to follow the centre's conditions of entry located at the main entrance and the pool rules which are displayed around the pools. We may refuse entry to anyone, if they act unreasonably or break the rules outlined in the conditions of entry, the pool rules or these terms and conditions.

**7.12. Clothing/swimwear and swim caps**

- 7.12.1. Articles of clothing such as underwear, streetwear and jeans including cut-off shorts, t-shirts, bike pants leotards, casual wear and sporting wear are prohibited from being worn in the pools.
- 7.12.2. Only standard swimwear and rash vests or shirts are to be worn in the pools.
- 7.12.3. Infants who are not yet toilet trained must wear proper swim nappies, not regular disposable ones.
- 7.12.4. Swim caps must be worn by students in the pool.
- 7.12.5. The exception to the requirement in 7.12.1 is "water safety week" which happens once per term where participants wear clothing in the pool when learning survival skills.

**7.13. Minimum age**

The minimum age to enrol in learn to swim is six months.

**7.14. Learn to swim pool access**

Swimming is not permitted in the indoor pool before or after the student's lesson time. For the safety of all swimmers, this must be strictly adhered to.

**8. CRECHE**

**8.1. Child minding service**

- 8.1.1. The crèche' is a short-term child-minding service that caters for children from six months to six years of age and is currently only available at [Pimpama Sports Hub](#).

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- 8.1.2. Crèche is available for those who are current members, pool patrons or with family members enrolled in learn to swim.
  - 8.1.3. An enrolment form must be completed, and full crèche fees paid prior to entry.
  - 8.1.4. Parent/guardians must stay onsite at all times when using the crèche service.
  - 8.1.5. All children must be signed in on arrival and sign out on departure. The parent/guardian must clearly state their location in the facility whilst children are at crèche.

## **8.2. Fees**

Fees can be paid casually per hour or by purchasing a multi-visit pass (per hour). Multi-visit passes are valid for 12 months from the date of purchase.

## **8.3. Bookings**

- 8.3.1. Bookings are essential and can only be made up to two weeks in advance.
- 8.3.2. The maximum session time is two hours with fees charged per hour.
- 8.3.3. Crèche fees are to be paid in full at reception on arrival.
- 8.3.4. Note as per clause 8.6.3, if you fail to attend a booked session, full fees apply and must be paid prior to next crèche session.

## **8.4. Child collection**

- 8.4.1. Children must be signed out on departure.
- 8.4.2. If a different person is collecting the child, a child collection authorisation form must be completed on arrival.
- 8.4.3. The authorised person that will be collecting your child must provide photo identification upon collection.

## **8.5. Late collection**

- 8.5.1. Sessions are available for up to two hours.
- 8.5.2. If parent/guardians are late to collect children from the allocated session, an additional session fee is to be paid at reception.
- 8.5.3. Please note for your child's safety, the standard carer/child ratios need to be adhered to.

## **8.6. Cancellations**

- 8.6.1. Cancellations can be made 24 hours prior to booking time and no fees will apply.
- 8.6.2. Cancellations made within 24 hours of the booking time, full fees apply and must be paid prior to next Crèche session. Where multi-visit passes have been purchased, the access key tag must be swiped at reception to cater for the missed session and the session about to proceed.
- 8.6.3. If you fail to attend a booked session, full fees apply and must be paid prior to next crèche session.

## **8.7. Refunds**

Unless required by law, there are strictly no refunds on crèche passes purchased at the Gold Coast Aquatic Centres.

## **8.8. Facility access**

All members are required to follow the Aquatic Centres conditions of entry which are displayed at the main entrance. We may refuse entry to anyone, if they act unreasonably or break the rules outlined in the conditions of entry or these terms and conditions.

## **8.9. Misbehaviour**

- 8.9.1. The centre reserves the right to exclude a child from crèche for behaviour that is deemed inappropriate.
- 8.9.2. In the event of suspension from crèche, it is the parent/guardian's responsibility to collect the child immediately.
- 8.9.3. The session is non-refundable.

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## **8.10. Crèche activities**

All signed enrolments give consent for their child to participate in the activities offered by the crèche. If you do not wish for your child to participate in any activities conducted in crèche, please advise the centre staff in writing.

## **8.11. Personal health and indemnity**

By signing the crèche enrolment form all parent/guardians are declaring their children to be medically and physically able to participate in crèche activity. The parent/guardian indemnifies the council from and against all actions, claims and demands of every kind which the Council or its officer(s), servants, agents and contractors shall or may be liable for in respect of or arising from any accident, loss, damage or injury to person or property by reason of anything done or omitted by the child.

## **8.12. Food**

- 8.12.1. The centre does not provide food to children.
- 8.12.2. We are unable to feed your child while in the creche and no food items are permitted within creche so please do not pack food for your child attending creche. Any food in the creche will be removed and kept in an area away from other creche users and returned on your child's collection.
- 8.12.3. No glass is allowed into the crèche at any time.

## **8.13. Medication**

Medication cannot:

- 8.13.1. be administered by our staff.
- 8.13.2. be brought into crèche or kept in the children's bags.
- 8.13.3. The only exception to this is children who have a current anaphylaxis or allergy plan signed by their doctor or parent/guardian. A copy of the management plan must be provided to staff on enrolment.

## **8.14. Toiletries**

Any necessary toilet provisions (for example nappies or a change of clothing) must be provided for each session.

## **8.15. Sun protection**

At times, staff may take children outdoors to play; sun protection (for example a hat and sunscreen) is to be provided by the parent/guardian.

## **8.16. Your child's health**

- 8.16.1. The centre is unable to care for children who are sick or unwell to ensure the health and safety of other children in care.
- 8.16.2. If your child is sick or unwell, they must not attend crèche for at least 24 hours or until symptoms are resolved.
- 8.16.3. If your child becomes sick or unwell while attending crèche, they will be made comfortable while you or the person authorised under clause 8.4 is contacted for immediate collection.
- 8.16.4. If you or the authorised person cannot be contacted, you authorise the centre to urgently seek medical attention for your child, including ambulance transportation if required.

## **8.17. Managing infections and illnesses**

Children are considered sick or unwell and must not use the crèche if they display any of the following:

- 8.17.1. Fever/temperature over 38 degrees Celsius.
- 8.17.2. Cold and flu-like symptoms.
- 8.17.3. Diarrhoea or vomiting.
- 8.17.4. Body rashes or lesions.
- 8.17.5. Nose, eye or ear discharge.



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A guide for recommended exclusion periods for infectious conditions can be found at: [health.qld.gov.au](http://health.qld.gov.au)

## 9. TENNIS

Tennis court and equipment hire is available at [Pimpama Sports Hub](#) only.

### 9.1. Bookings

- 9.1.1. Tennis court and equipment hire is available to book online via the City's website or in person at Pimpama Sports Hub.
- 9.1.2. The minimum booking time is 30 minutes and bookings are available in 30-minute increments.
- 9.1.3. All applicable fees and charges must be paid for at the time of booking either online or in person at Pimpama Sports Hub.
- 9.1.4. The nominated person on the booking is determined to be the primary contact for the booking and the person responsible for managing the booking and payment of the applicable fees and charges.
- 9.1.5. Any requests to change to a booking must be made within 48 hours of the booking time by emailing [phs@goldcoast.qld.gov.au](mailto:phs@goldcoast.qld.gov.au). Centre management is unable to guarantee an alternative date or time for a booking but will confirm if this is available.
- 9.1.6. Bookings are not permitted to be transferred or reassigned by the nominated person to any other person, organisation or third party.

### 9.2. Cancellations

- 9.2.1. Cancellations can be made 48 hours prior to booking time and a credit will be applied to the nominated person on the booking.
- 9.2.2. Cancellations made within 48 hours of the booking time, will have the full fees and charges applied.
- 9.2.3. If you fail to attend a booked session without advising of a cancellation, full fees and charges apply.

### 9.3. Credits

In the event of a credit being issued, the following applies:

- 9.3.1. To redeem a credit, you must reschedule a booking within seven days of the original booking date. Unused credits are non-refundable.
- 9.3.2. 48 hours' notice is required for the use of a credit on a booking.
- 9.3.3. If redeeming a credit on a booking of a lesser value of the original booking, the difference is forfeit.
- 9.3.4. If redeeming a credit on a booking of a greater value of the original booking, the difference is payable at the time of booking.

### 9.4. Refunds

Unless required by law, there are strictly no refunds on tennis court and equipment hire at Pimpama Sports Hub.

### 9.5. Court closure

- 9.5.1. Centre management reserve the right to close the courts if workplace health and safety concerns arise due to circumstances outside the centres control. This includes, and is not limited, to storms, inclement weather, heavy rain and lightning.
- 9.5.2. In the event that a booking is cancelled due to the court closure by centre management, credits will be applied to bookings and clause 9.4 of these terms and conditions apply.

### 9.6. Equipment hire

- 9.6.1. Tennis equipment hire is available from Pimpama Sports Hub reception and must be paid for at the time of hire.
- 9.6.2. It is the hirer's responsibility to check all equipment for damage and sign for it at the time of hire.

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- 9.6.3. The condition of equipment while on hire remains the responsibility of the booking nominated person.
  - 9.6.4. Any damage to equipment identified at equipment return that was not identified at equipment hire, is the responsibility of the booking nominated person who is liable for a fee to repair or replace the equipment.
  - 9.6.5. Any lost or non-returned equipment is the responsibility of the booking nominated person who is liable for a fee to replace the equipment.

### **9.7. Tennis coaching on premises**

- 9.7.1. Private tennis coaching at Pimpama Sports Hub is not permitted unless a formal coaching agreement between an individual or organisation and the City of Gold Coast is in place.
- 9.7.2. The use of ball baskets, buckets, tubes, loud vocal instruction and the use of other sporting equipment can be interpreted as private coaching and you may be requested to provide a copy of a formal coaching agreement with the City of Gold Coast, or have your booking cancelled with no refund.

## **10. PARKING**

Parking in the centre's car park is at your own risk. We are not liable for any loss or damage to your vehicle or its contents. Please obey the set time limits for parking as signed. Go to [cityofgoldcoast.com.au](http://cityofgoldcoast.com.au) for further information about parking.

### **10.1. Limited Free Parking Eligibility Conditions (Gold Coast Aquatic Centre only)**

Limited free parking within the precinct is allocated to certain ongoing centre membership types and in accordance with Council's approved Fees & Charges.

- 10.1.1. Free parking is limited according to membership/ class/pass type as per 10.2.
- 10.1.2. Free parking is conditional on membership being paid and up to date.
- 10.1.3. Terminated memberships or class or expired passes will no longer be entitled to free parking.
- 10.1.4. Any dishonoured/unpaid class, session or memberships will have parking allowance revoked until fees are reinstated.
- 10.1.5. No more than two number plates can be recorded with each membership/class/type and must be provided on initial sign up.
- 10.1.6. Learn to swim and squad members must be on direct debit.
- 10.1.7. Aqua classes limited free parking expires within 12 months.
- 10.1.8. Limited free parking takes up to seven days to be activated.
- 10.1.9. Limited free parking is only available within the Centre precinct. Parking outside of this area is outside of our control and may incur an infringement issued by the City of Gold Coast if due fees are not paid.

## 10.2. Parking allowances

Membership Type	Parking	T&I
<b>Learn to Swim Classes</b>		
Learn to Swim – 1 lesson per week per family	1x2hr parking	1x2x7
Learn to Swim – 2-4 lesson per week per family	4x2hr parking	4x2x7
Learn to Swim – 5+ lessons per week per family	2hrs daily	7x2x7
<b>Squad Classes – Mini, Junior, State Squad, National Age, Open, Fitness, Adult Fitness/triathlon</b>		
Squad – 2-4 sessions per week	4x3hr parking	4x3x7
Squad – 5+ sessions per week	3hrs daily	7x3x7
<b>Pool only memberships</b>		
Pool Only Membership – 3 month adult (PIF)	2hrs daily	7x2x7
Pool Only Membership – 3 month child and concession (PIF)	2hrs daily	7x2x7
Pool Only Membership – 12 month adult (PIF and DD)	2hrs daily	7x2x7
Pool Only Membership – 12 month child and concession (PIF and	2hrs daily	7x2x7
<b>Fitness centre memberships</b>		
Fitness centre membership – 3 month adult (PIF)	2hrs daily	7x2x7
Fitness centre membership – 3 month concession (PIF)	2hrs daily	7x2x7
Fitness centre membership – 12 month adult (PIF and DD)	2hrs daily	7x2x7
Fitness centre membership – 12 month concession (PIF and DD)	2hrs daily	7x2x7
<b>Fitness centre visit passes</b>		
Aqua & Fitness Class – 25 visits pass adult	25 x 2hr	1x2x7L
Aqua & Fitness Class – 25 Visits concession	25 x 2hr	1x2x7L

**END OF DOCUMENT**