GENERAL

The Terms and Conditions contained in this document are binding across all Sutherland Shire Council leisure facilities, including Sutherland Leisure Centre, Engadine Leisure Centre, Caringbah Leisure Centre, Como Pool and Menai Indoor Sports Centre. For information on each Centre's contact details, opening times, fees and charges etc. and to download the latest timetables for group fitness and squad training; find out which class is right for you, what's on and what's happening during the school holidays! Please go to our website: www.sslc.com.au

Sutherland Shire Leisure Centres endeavour to provide a high standard of service to our members and patrons. We request that the following procedures and guidelines be observed.

Appropriate fees for use of facilities, classes and programs are available at the reception desk and must be paid prior to use. All paying patrons must proceed to the Centre's reception desk for entry. Membership cards and/or entry tickets are to be carried at all times and must be presented as proof of entry.

Card holders should scan their cards at the turnstile for access. (at SLC: Member's photo and membership type will be displayed on the TV Monitor. Remaining visits will also display so customers can keep track of when to top up their cards. If customers do not wish for their photo to be displayed, they will need to have their card scanned at reception instead. A ticket will then be issued to enter through the turnstile). All classes, spa and steam participants must see front reception for ticket or band. Failure to observe these conditions of entry will result in ejection from the centre. Management maintains the right to refuse entry.

The facilities operate on a user pays basis to contribute to insurance, cleaning, maintenance, lighting and heating costs. A Facility/Spectator Fee is applicable when entering aquatic and leisure centres, this is an industry standard charge.

For each student enrolled in our LTS or Squad programs, enrolment fees include entry for the student, and one spectator/parent at the time of the session. Any additional adults will need to pay the Facility Fee to watch. Siblings (up to and including the age of 12) who attend the session with the family will not be required to pay the Facility Fee. Please note, if any sibling or parent/spectator will be swimming at the time of the lesson, they are required to pay the appropriate Swim Entry fee.

Access and equipment is available for people with Disabilities,
including: mobility hoist, water wheelchairs, external and internal ramp access, accessible toilet and changing facilities and accessible parking.

**Disclaimer:** Civil Liability Act 2002.

Indemnity Clause: I recognise that participation in activity involves the risk of injury to my person or my property. I acknowledge that whilst I participate I do so entirely at my own risk. I will not hold Sutherland Shire Council, Sutherland Shire Leisure Centres, its instructors, members, servants or agents liable for any personal injury or loss of property which I may suffer whether caused by the negligence or omission of any of them.

*Full Policies and our Privacy Statement can be found on our website [www.sslc.com.au](http://www.sslc.com.au) and further information on the Sutherland Shire Council website [www.sutherlandshire.nsw.gov.au](http://www.sutherlandshire.nsw.gov.au)*
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CONCESSION CARDS ACCEPTED

- Senior Pension Card
- Health Care Card
- Commonwealth Seniors Card (Centalink)
- Repatriation Health Card
- Companion Card

CONDITIONS OF ENTRY

- **Adult**: 16 years and over
- **Concession**: child (5-16yrs) / full time student / senior / pensioner / disabled / other Council approved concession cards (valid card must be shown at reception at time of purchase and entry).
- **Spectators** must pay the applicable Facilities Fee to gain entry to the Centre.
- **Smoking** is PROHIBITED in all areas of the Centre.
- **Alcohol** and other prohibited substances are banned in all areas of the Centre. Patrons under the influence of alcohol and/or other prohibited substances will be denied entry.
- **Bicycles**, scooters, skateboards, rollerblades, etc are not permitted within the Centre.
- **Animals** (with the exception of guide/assistance dogs) are not permitted within the Centre.
- **Glass** and/or ceramic containers must not be brought into the Centre.
- **Food** is not permitted in gym areas or on pool deck.
- Unauthorised **advertising/promotion** is not permitted within the Centre, on external walls/fences nor in the car park.
- Unauthorised **coaching, personal training or rehabilitation consultancy** of any description is not permitted within the Centre without prior written consent of Management.
- Patrons displaying **anti-social behaviour** (eg spitting, offensive language, disruptive ball games) will be asked to leave the Centre.
- Patrons must vacate all **change rooms 5 minutes prior** to the advertised Centre closing time.
- **Lockers** are available for security of possessions. No responsibility is taken for loss or damage of personal possessions.
AQUATIC

- Off Peak Hours Spa / Steam Room: 12.00pm-3.00pm Monday-Friday
- Patrons must be 18 years or over to use spa / steam room.
- 0-5 year olds and non-swimmers must be accompanied in the water by an adult at all times.
- 6-10 year olds must have an adult within eye contact and constantly watching the water at all times.
- 11-14 year olds must have an adult regularly check on their child whilst in the water.
- Patrons must vacate pools / spa / steam room 15 minutes prior to advertised Centre closing time.
- Pool Lifeguards’ instructions must be adhered to at all times.
- All patrons must shower prior to entering the pools / spa / steam room.
- Bombing, pushing and running are prohibited in pool areas.
- Diving (with the exception of designated areas) is also prohibited.
- All patrons using the pools / spa / steam room must wear the appropriate swimwear and shower before entering these areas.
- Babies/toddlers must wear an aqua nappy.
- Aquatics Inflatable - Children 14 years and under must be accompanied by an adult and must be able to swim.
- Swimmers should only swim in designated areas and in accordance with the lifeguards' instructions.
- All multi-visit passes have a 12 month Expiry from Date of Purchase.

PUBLIC SWIMMING

Sutherland Shire Leisure Centres will allocate 3 lanes for public swimming in all Olympic Pools, this is subject to variation during School Swimming Carnival periods, where the entire Olympic Pool is unavailable for the general public during school hours. Each Centre's swimming club will also have exclusive use of the Olympic Pools on Friday nights for competitions. At Sutherland Leisure Centre, the indoor pool is used instead of the Olympic pool during the winter season. Management reserve the right to change/amend this at any time as required.
**KEEP WATCH ROYAL LIFESAVING GUIDELINES**

As a parent/guardian you have a responsibility to look after your own children – lifeguards do a great job of keeping our pools safe but they are not babysitters. These guidelines are applicable to all customers when not participating in a Learn to Swim or Squad program:

**0-5 Years**

Parent/Guardian must pay for Swim Entry and must be in water with child. For 0-5 year olds and any non-swimmers, a parent or guardian is in the water at all times (within arms reach of the child). It is best that you are engaging with your child ie. playing with and talking to them.

**6-10 Years**

Parent/Guardian must pay Spectator/Facility fee or Swim Entry and be prepared to enter water. For 6-10 year olds constant active supervision is required. Be prepared to get wet and enter the water with this age group.

**11-14 Years**

Parent/Guardian must pay Spectator/Facility fee or Swim Entry and regularly check on child. For 11-14 year olds a parent must regularly check on their child by physically going to the point where they are in or around the water.

**15 Years**

Allowed entry with no parent, but must be able to swim.

**0-14 Years**

Must be accompanied by a person 16 years or over.

The role of the lifeguard in a public pool facility is to oversee the safe operation of the facility and ensure all patrons can safely enjoy their time there. Their responsibilities include posting warning signs, establishing and enforcing safety rules, cleaning pool decks and basic first aid. Lifeguards often perform these responsibilities for hundreds of patrons at a time so it is important to always supervise your child yourself. Active supervision means focussing all of your attention on your children all of the time, when they are in, or around the water. You must be within arm's reach, interacting with your child and be ready to enter the water in case of an emergency. The age of the child dictates the level of supervision required.
SPA / STEAM ROOM ETIQUETTE

- Off-Peak hours Spa/Steam Room are Monday-Friday 12:00pm - 3:00pm
- Patrons must be 18 years or over to use the Spa/Steam Room
- The Spa is a heated water environment and if you are concerned that it may adversely affect you, it is your responsibility to seek medical advice
- Never put your head under water in the Spa
- Do not use the Spa area while under the influence of certain medications as they may produce adverse effects.
- It is safer not to Spa alone
- It is recommended that you use the Spa for no longer than 15 minutes at a time
- Persons with heart problems, high blood pressure or any adverse medical condition should seek medical advice prior to using the Steam room
- Steam Room should be used for a maximum of 30 minutes only
- Maximum of 15 people to use Steam Room at any one time
- It is safer not to use the Steam Room alone
- Keep clear of the steam outlets under the seats
- No oils, lotions or shampoos to be used in the Spa/Steam Room area.

INFLATABLE RULES

- Children must be aged between 5-14 years of age, be a competent swimmer and wear the appropriate wrist band in order to use the inflatable
- Wrist bands must be purchased from reception and is an additional cost to swim entry
- Listen to the lifeguards instructions at all times
- Wait in line for your turn
- Do not go onto the inflatable until you have been told to by the lifeguard, one at a time (not in pairs)
- Move quickly, do not stop once on the inflatable
- No running, pushing, jumping or fighting on the inflatable
- No flips off the inflatable and feet first down the slide
- Keep clear of the side at all times
- If you fall off, move quickly to the side and re-join the line
- Never swim underneath the inflatable
FITNESS

- Patrons must vacate all Gym areas 10 minutes prior to advertised Centre closing time.
- Fully enclosed footwear must be worn in all Gym areas at all times. No bare feet, thongs, sandals or slides.
- Patrons using the Gym for the first time, or those unfamiliar with equipment should see staff at Gym Reception.
- Use of a towel is required in all Gym areas, and please wipe down equipment after use (disinfectant wipes provided).
- Entry to Gym requires entry ticket and wrist band or membership card. Either of which must be presented upon request by staff.
- Entry to Group Fitness classes requires valid class ticket or wristband. Late entry to classes is NOT permitted.
- Use of hand weights during warm-up or high impact phases of Group Fitness classes is not permitted.
- Patrons are to return all weights and bars to storage racks after use.
- Children under 12 years are not permitted in any Gym area.
- Circuit & Spin studios can only be used by participants in scheduled classes or under staff supervision. Individual use outside these times is not permitted.
- All Gym users (incl. Casual visitors) must complete a Pre-Exercise Health Screen Form prior to gaining entry. Furthermore, all gym users must notify the Centre of any changes to their health status which may make it dangerous for them to exercise. Management reserves the right to request that a new Form be completed at any time.
- Management reserves the right to change the style of class and instructor or cancel a class without notice in emergency situations. Furthermore Management reserves the right to cancel a class in the event that fewer than 3 participants are in attendance.
- All multi-visit passes have a 12 month Expiry from date of purchase.
- Boxing gloves / mits must be worn when participating in boxing activities.

FITNESS PARTICIPATION AGE POLICY
- Proof of Age must be shown at reception

- 12 years old – Zumba classes if accompanied by an adult
- 14 years old – Circuit, Aqua, Aerobics (exc. Pump & Boxing), Cardio (with adult supervision in Cardio Room).
- 16 years old – Pump, Boxing, Weights Room
FITNESS DRESS CODE

• Wear comfortable clothing, for example shorts and t-shirt or fitness attire. No bare chests.
• Closed training shoes are essential at all times while using the gymnasium, circuit and aerobic areas. No bare feet, thongs or sandals, with the exception of Yoga, Pilates & Body Balance.
• For hygiene purposes, please bring a towel to cover equipment or to lie on during floor work and stretches.

FITNESS CLASS ETIQUETTE

• Arrive on time for your class and remember to allow sufficient time to visit the crèche and collect tickets at front reception.
• Tickets for classes will only be issued up to 1 hour before the commencement of the class. If doing 2 consecutive classes, tickets may be purchased at the same time.
• Casual visitors must be issued with a ticket before entry into the cardio/weights room. Members must have membership card at all times to produce if requested.
• Ticket/band will be issued for all fitness classes from front reception to ensure a place in class as numbers are limited.
• Participants will not be permitted to enter a class after the warm up has finished. Please note that entry to pump and spin is not permitted once the class has commenced.
• Please store your bags in the cubicles provided in each exercise area. Coin operated lockers are available on-site.
• Ask fitness staff to guide you into the most suitable class or program. Work at a low level on your first visit and concentrate on learning to do the exercise properly. Be sure to limit yourself to a pace where you can still talk comfortably. Should you suffer any illness or condition in the future, please tell us so that we may update your files/program (where appropriate) and take the opportunity to advise you appropriately.
• It is recommended that new participants to pump and body balance attend a technique session before their first class. These technique sessions are shown on the class timetable.
• If you are pregnant or use medication or have an injury or condition that may influence your workout please advise your instructor.
• Bring a water bottle to replace fluids lost while exercising.
• Bring a yoga mat or towel for the pilates, body balance and yoga classes.
• Bring gloves for boxing.
EXERCISE COURTESY

• For hygiene purposes, please bring a towel to cover equipment or to lie on during floor work and stretches.
• Whilst using the gymnasium please consider others and share equipment.
• Replace all weights after use and do not drop weights.
• Equipment must be wiped down after use using towel or hygiene wipes.
• Please turn off all mobile phones while you are participating in a class.
• Please use deodorant for comfort of other members.
• Please refrain from spitting or using coarse language.

GYM SAFETY

• Resistance training equipment must be used with care and according to specific instruction. If in doubt, please see gym reception staff for assistance.
• Weights should be used in a controlled manner.
• When using heavy weights, training with a partner is recommended.
• Please adhere to fitness staff safety guidelines during all exercise sessions and classes.

FITNESS ASSESSMENT AND PROGRAM

• Males over the age of 35 years and females over the age of 45 years who are not used to regular exercise should have a medical examination before commencing any exercise program at Sutherland Shire Leisure Centres.
• Appointments are essential and can be made through staff members on duty in the gymnasium.
MEMBERSHIP

- Fitness membership is valid at all Leisure Centres; Sutherland, Engadine, Caringbah and Menai Indoor Sports Centre.
- Membership Options:
  1. Ezypay direct debit (pay as you go)
  2. 12 month up front membership.
  Please refer to page 15 for conditions of memberships
- Fitness memberships include unlimited participation in all group fitness classes, gym, cardio, swimming, steam room and spa facilities (Steam room and spa at Sutherland Leisure Centre only) and also include a fitness test and personalised program. Re-tests can be done bi-monthly if required. Membership excludes: crèche, school programs, learn to swim, squad and water polo, and any special programs not on the timetable.
- Memberships commence from the Date of Purchase are not transferable and are not resaleable.
- A Health Screen form is to be completed as part of an application for Fitness Memberships. All information is treated as confidential.

MEMBERSHIP DEFINITIONS

Adult any person over the age of 18 who does not qualify for any of the following concession categories in accordance with SSC Leisure Centres guidelines.
- Full time Student
- Senior
- Pensioner
- GP Referral
- GP Referral concession

Full time Student any person who:
1. is between the ages of 14* and 18 years at the time of purchase (proof of date of birth must be provided).
   *must be 16 to qualify for membership. Under 16 eligible for casual/multi visit pass only.
   Or
2. can produce a valid form of student identification which verifies their full time status and indicates an expiry date.

Accepted documents include:
- student enrolment documents
- student ID card (provided it contains required information)
- recent academic transcripts
Senior any person who holds a current **Centalink** Commonwealth Seniors card or NSW Seniors card - government issued.

**Pensioner** any person who holds a current **Centalink** Commonwealth Pension card

**GP Referral** any person who has taken out Leisure Centres fitness membership following the GPERS program.

**GP Referral concession** any person who has taken out Leisure Centres fitness membership following the GPERS program and holds a current Commonwealth Seniors card or a current Commonwealth Pension card or NSW Seniors card.

**Council Employees** any permanent (full-time or part-time) employee of SSC. Membership payment is via payroll deduction. A Maximum of four (4) memberships including the employee can be deducted from one payroll identification number. The employee does not have to be a Leisure Centre member to have family members’ memberships processed this way. If the employee is not a member a maximum of three (3) family members is allowed.

**Council Employees Resignation**
The Council employee or the additional Council employee member resigning must have been a member for at least 6 months to resign. Resignation within 6 months will incur a 2 week deduction fee (membership rate) per membership.

**MEMBERSHIP SUSPENSIONS**
Customers can request a suspension of their current membership. If a valid Medical Certificate is submitted an extension can be unlimited, otherwise the following limits are applicable:

- 12 mth membership min 1 week – max 8 weeks
- Ezypay membership min 1 week - max 8 weeks

Additional suspension is available, however, fees apply. Please refer to **Sutherland Leisure Centre Price List** or our website for details.

**LOST MEMBERSHIP CARDS**
A fee will be charged for the replacement of membership cards.
EZYPAY CONDITIONS

All terms and conditions are outlined in the Ezypay agreement and are between you (the customer) and Ezypay.

There is an initial start-up fee for New members including an administration fee plus 1 monthly payment upfront.

Billing into an account with insufficient funds will incur a fee from Ezypay. Ezypay also charge a quarterly administration fee.

Ezypay send a monthly text (costs are applicable) reminding you of your debit date and amount. If you do not wish to receive these messages, reply “STOP” to the first text you receive and fees will not be charged for this service.

All fee instalments shall be payable whether or not you use the facilities and services at Sutherland Shire Leisure Centres. Sutherland Shire Leisure Centres must be advised before any changes are made to your existing account details.
MEMBERSHIP CONTRACT

1. Contract Rectification
We have seven (7) days after the formation of the Contract to rectify any error or miscalculation provided in the Contract.

2. Cooling Off Period
After applying for membership, you have a seven day period (“Cooling Off Period”) during which you may cancel your membership. Notice must be given in writing. A refund equal to the Membership Fee and any additional amounts paid minus the Administration Fee and the cost of any fitness services already supplied will be applicable. If you terminate your Contract after the Cooling Off Period, different conditions will apply. The following termination clauses outline your right to terminate the Contract and any fees payable in such circumstances.

3. Termination within the Minimum Term
You may terminate the Contract without additional fees prior to the expiry of the Minimum Term as defined on the front page under membership type, with immediate effect by providing us with written notice if:
• we make changes to the Contract which adversely affect you (please refer to clause 6);
• we breach our obligations to you (please refer to clause 7);
• you become subject to medical incapacity (please refer to clause 8); or
• you otherwise become entitled to do so under consumer legislation.

4. Termination on expiry of the Minimum Term
If you have a Fixed Term Contract, it will terminate automatically upon expiry of the Minimum Term. If you have an Ongoing Contract you may provide written notice of termination at any time prior to the expiry of the Minimum Term and the Contract will then terminate on expiry of the Minimum Term.

5. Termination after the Minimum Term
If you have an Ongoing Contract you may terminate the Contract after the Minimum Term if you provide us with thirty (30) days written notice. Any unused Membership Fees after the 30 day period will be refunded. However, where either of us terminates the Contract, any unpaid fees will need to be paid by you or we may take action to recover the outstanding payments. We can refuse you entry to the Sutherland Shire Leisure Centres at any time that your membership payments are not up to date.

6. Termination when Changes made to Terms and Conditions
You are entitled to terminate the Contract with immediate effect at any time by providing us with written notice if:
• we make amendments to these Terms and Conditions and you do not continue to use the Sutherland Shire Leisure Centres as contemplated by clause 27; or
• higher Membership Fees applicable to your membership are introduced.
No fees will be applicable for terminating in accordance with this clause apart from the Administration Fee, Membership Fees for the time you have been a member and any additional fees for fitness services already supplied.

7. Termination where we Breach our Obligations
If we are in breach of our obligations under the Contract and we have not
remedied that breach within a reasonable time after you have notified us of our breach in writing, you are entitled to terminate the Contract with immediate effect at any time by providing us with written notice. No fees will be applicable for cancelling in accordance with this clause apart from, to the extent not impacted by our breach, the Administration Fee, Membership Fees for the time you have been a member and any additional fees for fitness services already supplied.

8. Termination for Medical Reasons
You may terminate the Contract with immediate effect at any time by providing us with written notice if you produce supporting documentation to our reasonable satisfaction to demonstrate medical incapacity. In that event, you will only be charged the Administration Fee, Membership Fees for the time you have been a member and any additional fees for fitness services already supplied.

9. Termination for Relocation or Convenience
You may terminate the Contract with immediate effect at any time by providing us with written notice without cause or if you relocate to an area outside the boundaries of Sutherland Shire Council. However, in that event, unless we are in breach of our obligations under the Contract, you will be charged the Administration Fee, Membership Fees for the time you were a member, a Departure Fee referable to any amount of the Minimum Term remaining and any other fees payable for any further fitness services already supplied.

10. Sutherland Shire Leisure Centres Rules
You must ensure you read, understand and abide by the Rules which are notified to you through signage, hand-outs or our website.

11. Right of Exclusion
We can refuse entry to the Sutherland Shire Leisure Centres, cancel your membership and/or terminate the Contract without warning or notice for inappropriate threatening or harassing behaviour, damaging equipment or facilities or use of illegal or performance enhancing drugs in the Sutherland Shire Leisure Centres.

12. Payment of Fees
Direct Debit Service Provider: You acknowledge that, if you choose the periodic billing option, payment will be made in advance via the direct debit service provided by Ezypay (“Direct Debit Service Provider”). You acknowledge that you have been provided with a copy of the Direct Debit Service Provider terms and conditions. You acknowledge that the Direct Debit Service Provider may amend those terms and conditions from time to time by giving 30 days notice by communicating an updated version on the Direct Debit Service Provider website, being www.ezypay.com.au. You may contact the Direct Debit Service Provider on 1300 300 553.
Payment: All Membership Fees may be recovered from your nominated credit/debit account (as provided from time to time). Any bank fees charged to us because of a rejection when collecting your due membership fees may be charged directly to you by us or the Direct Debit Service Provider. If a Membership Fee payment remains outstanding, you agree that, unless we are in breach of our obligations under the Contract, we or the Direct Debit Service Provider may continue to debit the nominated credit/debit account for the total amount due without notice to you. In the event that you repeatedly default on your direct debit payments we reserve the right to cancel your direct debit arrangement and will cease to offer you this method of payment. Direct Debit Service Provider Fees - In addition to membership fees Ezypay will charge fees for: Failed debits, quarterly admin fee, monthly SMS debit reminder.
13. Administration Fee
The Administration Fee is a fee used for all set up costs of a new or a renewing membership. The Administration Fee is not refundable, even if you choose to cancel your Membership Application during your Cooling Off Period.

14. Membership Increase
If you have an ongoing contract then, subject to your rights in clause 6, we reserve the right to increase the membership fees to be charged for any payments which are scheduled to be debited after July 1 each year. As per Sutherland Shire Council policy all proposed fees and charges will be advertised for public viewing at the administration building, 4 Eton Street, Sutherland, NSW for a period of 1 month prior to being adopted by council. Following adoption of any fee increase, you authorise us to increase any debits to your credit card or bank account which you have authorised upon joining. We will not use this right to vary the terms of any offer which applies to you.

15. Suspension
Membership suspension is available provided that all amounts payable for your membership are paid up to date. Memberships paid upfront may be suspended for a minimum of 1 week per suspension. Ezypay memberships may be suspended for a minimum of 1 week per suspension. Ezypay memberships entitles 8 weeks suspension. 12 months entitles 8 weeks suspension. All suspensions must be applied for in writing to us at least fourteen (14) days prior to the commencement of the suspension period. Additional suspension is available however, fees apply. Please refer to Sutherland Leisure Centre Price List for details.

16. Damages/Personal Injury
Warning: Whilst in the Sutherland Shire Leisure Centres you may suffer injuries including broken bones, soft tissue injuries and joint injuries. Any injuries suffered by you may occur as a result of weights striking you, collision with equipment or other members or as a result of you slipping on wet flooring.

Limitation of Liability, Release and Indemnity: In consideration of the grant of membership to you, entitling you to engage in fitness activities, you hereby:

• agree, to the extent permitted by law, to not hold us liable for any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising that you may have had but for this clause arising from or in connection with your involvement in fitness activities in the Sutherland Shire Leisure Centres or using our facilities, services or products;

• agree that you will indemnify us to the extent permitted by law in respect of all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs or expenses however arising as a result of or in connection with your involvement in fitness activities in the Sutherland Shire Leisure Centres or from using our facilities, services or products.

17. Direct Debit Service Provider
You acknowledge that the Direct Debit Service Provider is not a party to the Contract and its only role is to provide direct debit services to us. You may have separate rights against the Direct Debit Service Provider pursuant to the Direct Debit Service Provider terms and conditions. You otherwise agree not to hold the Direct Debit Service Provider liable for any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses arising from or in connection with your involvement
in fitness activities in the Sutherland Shire Leisure Centres or otherwise in connection with the Contract.

18. Risk Management
To mitigate risk and ensure that you correctly operate or use any of our facilities, services, products or equipment, including the adjustments of levels or settings on any equipment, you are required to undertake an instructional consultation with a member of our staff before use.

19. Responsibility for Damage
You are solely responsible for any damage which you may cause to the Sutherland Shire Leisure Centres, its facilities, services, products or equipment, if such damage is caused by your wilful act and/or negligence.

20. Disclosure of your Physical Condition
Provision of a safe and effective exercise program is dependent upon accurate health and fitness profiling. You agree to disclose to us all relevant personal health and fitness information both prior to and during engagement in any exercise program, service or facility we provide to you, as a part of your membership. This is inclusive of any health risk assessment, initial and periodic fitness assessment and relevant information or recommendations provided by your medical or allied health practitioner/s. You further warrant and represent that you will not use the Sutherland Shire Leisure Centres or any of our facilities, services or products whilst you are suffering from any infections or contagious illness, disease or other ailment or whilst you are suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to other members and guests.

21. Change of Details
You must keep us promptly informed of any change of address, phone contact numbers, email address, bank account and credit card details for payment and any other personal information that is relevant to your membership with us.

22. Contractors
Contractors and franchisees may provide services at the Sutherland Shire Leisure Centres. Fees for such services are paid directly to the contractors and franchisees. We take no responsibility for the fees paid to these contractors and franchisees. You hereby agree not to hold us liable and you agree to indemnify us and keep us indemnified for any claims suffered by you as a result of an act or omission by a contractor or franchisee in the Sutherland Shire Leisure Centres.

23. Assignment
You must not assign any rights or benefits under these Terms and Conditions unless you have obtained our prior written consent. We may assign or transfer any rights or benefits under these Terms and Conditions at any time without notice to you. However, we will remain liable to meet our obligations to you under these Terms and Conditions and the Contract.

24. Intellectual Property
These Terms and Conditions do not give you any intellectual property rights in the Sutherland Shire Leisure Centres, or in our facilities, services or products.
25. Privacy Statement and Acknowledgement
During the process of entering into the Contract with you and during the term of the Contract we will obtain access to certain types of your personal information, such as information relating to your health and financial position. We will only use and the Direct Debit Service Provider will only use, disclose or deal with such information in accordance with our Privacy Statement. A full copy of our Privacy Statement is shown on our website.

26. Governing Law
These Terms and Conditions are governed by, and you agree to submit to, the laws applicable in the state or territory of Australia in which the Contract was formed.

27. Variation
We may, subject to your rights in clause 6, alter these Terms and Conditions or the Rules at any time upon thirty (30) days written notice. All use of our Sutherland Shire Leisure Centres and its facilities, services and products after the date specified in such notice will be subject to such altered Terms and Conditions or Rules. If you continue to use our Sutherland Shire Leisure Centres and its facilities, services and products after the date such alterations become effective or otherwise demonstrate by your conduct that you agree to the altered Terms and Conditions or Rules, you will be deemed to have agreed to the altered Terms and Conditions or Rules.

28. Your Obligations
You acknowledge that the Consumer Credit Code does not apply to these Terms and Conditions. If, at any time:
- you believe that you may not or may be unable to perform or comply with your obligations under these Terms and Conditions;
- you are unable to pay your Membership Fees, including any instalment of Membership Fees, as they fall due for payment;
- a cheque received from you is dishonoured;
- you are or become bankrupt; or
- your Membership Fees are overdue and are not paid in accordance with these Terms and Conditions in circumstances where we have not breached our obligations under the Contract, you agree that:
  - you will immediately notify us that one or more of the above notifiable events has occurred and you will keep us notified on a monthly basis until such notifiable event no longer exists;
  - we have no obligation and will cease to allow you to use any of our services or products available to you under your membership while a notifiable event exists;
  - we may terminate the Contract with immediate effect by providing you with written notice;
  - we may request payment in advance for the remainder of the term of your membership; and
  - we have no obligation to respond to any offer you make to extend or renew your membership while a notifiable event exists.

29. Severability
If any part of this Contract is or becomes illegal, void or unenforceable, this does not invalidate the rest of this Contract.
SWIM SCHOOL

Sutherland Shire Leisure Centres swim school programs have a NO refund policy.
Composite classes may occur without prior notice and children will be taught according to their ability.
All enrolled students will be issued with a card which will allow access for the student and one parent/guardian at the day/time of the class. This card must be scanned at the entry turnstiles or shown to the front reception desk. If a student is re-enrolling, the same card will be automatically updated with the new class.

ASSESSMENTS
All students will be required to undertake the free assessment so the supervisor can advise you on the most appropriate class for your child. Bookings can be made at the swim school reception.

PROGRESSION
Students are placed in the appropriate level for their ability. Progress is monitored throughout the term by the instructor and supervisor on the pool deck. To progress to the next level, each swimmer has a list of skills that must be accomplished. Please do not try and rush your child through the system. All children work at a different pace so patience and understanding is very important. If you have any questions about your child’s swimming, please see the Supervisor on pool deck.

LEARN TO SWIM
Re-Booking preference is given to children currently enrolled in the program. It is important that you enrol before the end of the Term to ensure your place is secured. We cannot guarantee your position if your enrolment is late. For the same day and time, bookings are taken in the last month of the current term. New bookings are taken at the end of the current Term.
Payments are made in advance on a school term basis and the cost includes one child’s entry to the class and one spectator’s entry at the time of the class only. Cards must be presented on entry. Additional spectators or recreational swimmers must pay the applicable fee. There are no lessons held on public holidays.
Make-up Lessons are only given when a child is sick. Notification is required by 9am for morning lessons and 3.30pm for evening lessons on the day of the lesson. Make-up classes do not replace the normal class or reduce next term’s fees. Make-up classes may only be taken by current, fully paid students within the term in which the class was missed. To book a make-up class call the
swim school reception on your preferred day to check availability. **Credits** can be applied for after 4 consecutive lessons have been missed. A form is to be completed at front reception with Doctors Certificate attached.

**SQUAD**  
**Re-Bookings** for the same day and time are taken prior to the end of the month. You can book and pay for 2 months in advance.  
**Payments** are made in advance on a monthly basis and the cost includes one child entry and one spectator entry at the time of the class only. Cards must be presented on entry either to the reception desk or scanned at the turnstiles. Please note, fees are not refundable.  
**Make-up Lessons** are only given when a child is sick. **Credits** can be applied for after 4 consecutive lessons are missed in Development squads and a Doctor’s Certificate is supplied. Competitive squads must be absent for a period of 7 days and have a Doctors Certificate.

**PARTIES**

- A deposit of the minimum number of 12 guests is to be paid at time of booking. The balance of monies is to be paid prior to the commencement of the party. Final numbers for catering must be confirmed by the Wednesday before the Party (ensure total numbers include the birthday child).
- On arrival, inform our friendly reception staff and you will be directed to the party area.
- At the conclusion of the party we ask all guests to vacate the party area. All guests may continue in the café and pool if required.
- Any patrons not included in party numbers that use the centre are required to pay the appropriate fee.
- Children must be 5 years and over and be able to swim. (If the child is unable to swim an adult must accompany the child and remain with the child when in the pool.)
- Minimum number of guests is 12, the maximum number is 18 for Sutherland Leisure Centre and 25 for Menai Indoor Sports Centre.
- Sutherland Shire Leisure Centre Management reserves the right to reschedule/relocate the party without prior notice due to unforeseen circumstances.
- Aquatics Industry guidelines are in place for the safety of all pool users. You must adhere to these guidelines at all times.
• At least one parent must accompany the party group and be available to assist if necessary.

• It is recommended that parents of the guests return to the Centre 10 minutes prior to the end of the party to ensure prompt pick-up of their children.

• Party booking payments are non-refundable in the event of inclement weather conditions, inflatable non-availability or change of party location, or should you cancel the party.

• Management reserves the right to make any final decisions. Sutherland Shire Leisure Centres abides by the designated Fees and Charges set out by Sutherland Shire Council.

• Please note that Birthday cakes, candles and lolly bags are not provided, and we cannot provide facilities to store ice cream cake at Sutherland Leisure Centre. However, birthday cake can be provided at Menai Indoor Sports Centre on request. Please contact relevant Centre for more details.

• Parties are available for booking at Sutherland Leisure Centre and Menai Indoor Sports Centre only.

CRÈCHE

• The crèche caters for children from 6 weeks of age to 10 years. Bookings are essential and can be made up to 1 week in advance.

• All bookings are made at Crèche reception or by phoning the Crèche during Crèche opening hours. Each visit is for a maximum of 1.5 hours.

• Payment for Crèche service must be made at the front reception desk on entry to the centre. A ticket will be issued and must be given to the Crèche staff.

• Due to the limited number of positions available children must be dropped off and picked up on time and failure to cancel your booking may result in future booking rights being forfeited.

• All children must be signed in at the time of arrival and signed out upon departure, stating clearly the name of the carer and the location in the leisure centre as well as a mobile phone number.

• Identification must be sighted upon collection of child. If a different person (not the signed in person) is collecting the child, the Crèche needs to be alerted of the person's name and must show appropriate identification upon collecting the child.

• Children must not be suffering any signs of illness. A medical certificate will be required as clearance following any serious illness. If a child is unwell and cannot attend pre-school/day care/school, then they cannot attend the Crèche.
• Parent / Carer must remain in the centre while children are in the crèche.
• In the interest of hygiene, all dummies are to be attached to clothing.
• No responsibility will be accepted for lost items, all items should be labelled (labels available from Crèche if required).
• It is compulsory for children to wear a hat if playing outdoors.
• No Peanut products are to be bought into the Crèche. An Epipen must be provided if allergy present.

HOLIDAY PROGRAMS

Fun & Fitness – School Holidays
Parents must complete the Emergency Contact Details form including child’s medical history.

SHOP

• We will gladly exchange goods for an alternate size provided the hygiene sticker is still intact and the product is returned with swing tags and receipt.
• Goggles must be tried on for suitability prior to purchase as no exchange will be made for ill fitting goggles. Goggles will be replaced only if the product is faulty.
• Accessories will be replaced only if the product is faulty.
• We strive to provide quality service to all customers. If our resolution has not met your expectations please contact us to discuss the matter further. Email suthleisure@ssc.nsw.gov.au or contact the centre: Sutherland 02 8536 9777, Engadine 02 9548 4200 and Caringbah 02 9525 6777.
Caringbah Leisure Centre
Jacaranda Road, Caringbah, NSW, 2229
Tel: (02) 9525 6777
Fax: (02) 9540 2005

Engadine Leisure Centre
111-113 Anzac Ave, Engadine NSW
Tel: (02) 9548 4200
Fax: (02) 9548 4234

Sutherland Leisure Centre
Rawson Ave, Sutherland, NSW, 2232
Tel: (02) 8536 9777
Fax: (02) 8536 9733

Menai Indoor Sports Centre
98 Allison Cres, Menai, NSW, 2234
Tel: (02) 9532 0444
Fax: (02) 9532 1333

Como Swimming Complex
2 Cremona Rd, Como, NSW, 2226
Tel: (02) 9528 2768
Fax: (02) 8536 9733
Como is a seasonal centre, contact Sutherland Leisure Centre

Email: suthleisure@ssc.nsw.gov.au
www.sslc.com.au