

Learn to Swim Membership Terms and Conditions

1.0. Introduction

1.1. This is an important document. It records the terms and conditions of your Learn to Swim membership with The ARC Campbelltown (ARC) and your right to make use of the aquatic facilities during the period of your membership. You should read this document carefully.

1.2. The ARC rules may change from time to time. The most up-to-date ARC rules will always apply. You will find a copy of the most up-to-date ARC rules by visiting our website:

2. Membership application

2.1. You may apply for Learn to Swim membership with ARC.

2.2. The first schedule to these membership terms contains details of:

2.2.1. the privileges attaching to this class of membership;

2.2.2. particular contract terms applying to this class of membership.

2.3. We will only consider an application for membership upon receipt of a satisfactorily completed and signed membership / enrolment application.

2.4. Where a proposed member is under 18 years, a membership application must be completed and signed by the parent or guardian of the applicant, who will be bound by the membership contract.

2.5. We reserve the right to refuse any membership application without ascribing any reason therefore.

3.0 Learn to Swim Membership Minimum Term

All ARC direct debit Learn to Swim memberships have a 4 week minimum contractual term.

After the minimum term expires please be aware if we do not receive notice from you, you will automatically become a hold-over member from the time your membership period expires (unless we each agree to another fixed term membership period so far as you are concerned).

If you become a hold-over member following the expiration of your membership period, you will be a member of the ARC on a fortnightly basis and these membership terms will continue to apply, so far as the context permits, for so long as you remain a hold-over member.

Please be aware, if you wish to cancel your membership immediately at the end of the minimum contractual term you will need to lodge your membership cancellation request at least 14 days prior to the end of the term as outlined in section 4.0 below. Direct debit memberships will not automatically expire at the end of your minimum contractual term and direct debit payments will continue to be debited from your account until ARC receives notification of cancellation in accordance with section 4.0.

4.0 Direct Debit Membership Cancellation

To cancel your direct debit membership you are required to provide a cancellation request which must be submitted by:

4.1. using the 'cancellation request form' at the ARC reception; or

4.2. sending or personally delivering a written cancellation request such as a letter or email to learntoswim@campbelltown.sa.gov.au (please note it is the responsibility of the member to follow up a written request to ensure the request has been received).

The cancellation will take effect 14 days after lodging your request in option 4.1. and 14 days from ARC receiving the request if lodged in accordance with option 4.2.

5.0 Price Increases and Changes to Membership

Members will be given at least 14 days' notice of any changes to the price or structure of the relevant membership. All efforts will be made to notify members in writing dependant on current database contact details, as well as email, web and facility notices.

If a member does not agree with a material change to the price or structure of the relevant membership, the member may terminate his or her membership by following the cancellation procedure outlined in section 4.0.

Any request to terminate your membership as a result of a material change, must be made to the ARC within 30 days of you being notified of the change.

6.0 Change of Rules/Terms & Conditions

The Terms and Conditions of entry to the ARC (displayed at front entrance and on website) apply to all members, casual visitors and spectators. By joining as a member, you agree to the Terms and Conditions of entry, in addition to the conditions associated with your specific membership category. ARC reserves the right to change, modify or update rules and/or terms and conditions relating to your membership or use of the ARC facility. Any such changes will be made with reasonable notice and displayed prominently in and around the facility and on the ARC website.

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 or use of the ARC facility, the person may terminate his or her membership by following the cancellation procedure outlined in section 4.0. Any request to terminate your membership as a result of a material change, must be made to the ARC within 30 days of you being notified of the change.

7.0 No Lesson Periods

7.1. During the designated No Lesson Period all Learn to Swim Memberships will be automatically suspended unless we are notified of the members intent to continue the membership during this time which must be done by:

7.1.1. using the "holiday request form" at ARC reception; or

7.1.2. sending or personally delivering a written request such as a letter or email to learntoswim@campbelltown.sa.gov.au

7.2. Annual designated No Lesson Period dates will be communicated to all Learn to Swim members by the conclusion of February each year by the ARC website, email and displayed on centre noticeboards.

8.0 Membership Suspension

8.1. Two weeks voluntarily suspension can be taken throughout the year where you suspend your membership in accordance with this clause:

8.1.1. we will not charge you a suspension fee;

8.1.2. suspensions must be taken in blocks of 7 days; and

8.1.3. all of your membership entry entitlements will be suspended during the suspension period.

8.2. Before you voluntarily suspend your membership;

8.2.1. inform us in writing that your membership will be voluntarily suspended at least 14 days prior to the time the period of voluntary suspension begins by

8.2.1.1 You must do this by completing a suspension form (available at the reception desk) and leaving it with our staff member

8.2.1.2 Or sending or personally delivering a written suspension request such as a letter or email to learntoswim@campbelltown.sa.gov.au (please note it is the responsibility of the member to follow up a written request to ensure the request has been received).

8.2.2. you must pay all membership fees up to the date on which the period of voluntary suspension begins.

8.3. If you miss Learn to Swim membership lessons, you may be entitled to a partial credit of the membership fees. Where:

8.3.1. a minimum of two and maximum of four consecutive lessons have been missed due to medical reasons;

8.3.2. a written application for credit has been received by us within four weeks of the later of the missed lessons; and

8.3.3. an appropriate medical certificate is provided to us with the application for credit, a pro-rata credit, up to a maximum of 50 per cent of the membership fee paid, will be issued which may be applied against future membership fees. Fees will not be refunded.

8.3.4 where one lesson is missed due to medical reasons, a makeup lesson will be issued on presentation of a medical certificate, regardless of whether notification was given to the lesson time. The medical certificate must be provided within four weeks of the date of the missed lesson.

9.0 Make up Lessons

9.1.1. If the Learn to Swim member cannot attend a lesson, they must contact us (by phone or email) a minimum of 2 hours before the commencement of the lesson for all classes commencing after 12pm and a minimum of 1 hours before commencement of the lesson for classes commencing before 12pm Any notification after this point will not receive a makeup lesson.

9.1.2 Make up lessons can be booked up to 7 days in advance, and are subject to the availability of a space in a class of the same level.

9.1.3. Unused make up lessons will expire 10 weeks after they are accrued.

9.1.4. Missed and/or cancelled make up lessons will be forfeited.

9.1.5 Make up lessons cannot be guaranteed with the same instructor as this depends on class vacancies.

9.1.6. A maximum of 9 make-up lessons will be offered per calendar year (does not include Public Holiday make up lessons)

9.1.7 Make up lessons must be used in the calendar year they are accrued. Additional make up classes will be added at management's discretion.

9.1.8 Where a lesson is cancelled by ARC Campbelltown a make-up lesson will be applied to your account.

10.0 Direct Debit Payments

All information regarding direct debit payments can be found in the DDR terms and conditions which can be found in facility or via the ARC website.

11.0 Replacement Cards

Replacement cards can be printed at the Reception Desk at a cost of \$15. All members are required to follow the ARC's Conditions of Entry, which are displayed as you enter the centre.

12.0 Waiver of Liability.

By signing an ARC membership agreement all members are declaring themselves to be medically and physically able to participate in physical activity, and understand and accept the adherent risks of undertaking exercise. Members indemnify and will keep indemnified ARC to the extent permitted by law in respect of any claim by any person arising as a result of or in connection with one's membership and/or participation in any ARC activity. This release and indemnity shall not apply to the extent that the loss, damage or injury which is the subject of the claim is caused, or contributed to, by the negligent act or omission of ARC.

13.0 Lost property

While all efforts are made to ensure the safety of users, ARC takes no responsibility for injury, damage, or loss of property not caused by or contributed to, the negligent act or omission of ARC.

14.0 Privacy

14.1. When you join and during your membership, we will have access to personal information about you, such as about your health and financial situation. We will only use, disclose or deal with your information in accordance with our privacy policy.

14.2. You can obtain a copy of our full policy from:

14.2.1. the web: arccampbelltown.com.au;

14.2.2. by email: learntoswim@campbelltown.sa.gov.au; or

14.2.3. by post: PO Box 1, Campbelltown, SA 5074

14.3. We may sometimes film or photograph the facilities. It is possible you may appear in the background. By entering into this membership contract, you agree to allow us to use your image in promotional and other business related material.

15.0 Management rights

Facility access is subject to change and availability at ARC's absolute discretion without notice. During major events, members may have limited access to facilities including pools, classes and other products and services. ARC will provide a make-up lesson to members in such instances as per clause 9.1.8. ARC management reserves the right to alter the Learn to Swim program at any time. This may include but is not limited to changing class times, instructors or format.

16.0 Student behaviour

16.1 Inappropriate student behaviour is not acceptable and management reserves the right to remove a student from a lesson. No liability will be held by the ARC.