

Aquatic Program Terms & Conditions of Enrolment

1. Definitions

‘Facility’ – Parramatta Aquatic Centre.

‘City of Parramatta’ – City of Parramatta Council.

‘PAC’ – Parramatta Aquatic Centre.

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

‘Days’ – Calendar days inclusive of weekends and public holidays.

‘Level’ – Swimming class level.

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

‘Parent/Guardian’ – Account holder of the Enrolment.

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

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

‘Enrol’ / “Enrolment” – The act of booking into a program.

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

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

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

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

2. Legally Binding Agreement

On acceptance by the Facility of your Enrolment, parents/guardian acknowledge they will be bound by the terms and conditions of the Enrolment.

General Conditions

- (a) Parent/Guardian and students must abide by PAC's Conditions of Entry. Conditions of Entry are available on our website, customer portal, and are available for viewing upon your entry to the Facility.
- (b) Parent/Guardian must advise staff of pre-existing injuries, medical conditions, or health concerns that may impact their ability to participate in any Program operated by PAC at the time of Enrolment.
- (c) Parent/Guardian must ensure to update staff in writing should there be any changes to the student's health which may impact their ability to participate in the program. pacswimschool@cityofparramatta.nsw.gov.au
- (d) Program Enrolment is personal to the student and cannot be assigned or transferred to another person unless authorised by City of Parramatta.
- (e) Documented change of name notifications can be received and actioned by the Parent/Guardian through the customer portal.
- (f) The program the student enrolls in will determine the time, day, sessions per week and location of the classes. Parent/Guardian may request to change to their scheduled classes provided there is available class space.
- (g) The Facility reserves the right to reject an application for Enrolment to the program. Enrolments may be rejected if Terms & Conditions are not abided by.
- (h) All program Enrolments commence on the date stated on the Enrolment agreement.
- (i) A Student or Parent/Guardian must always present proof of Enrolment for admittance to the Facility.
- (j) Admittance may be refused if a student or Parent/Guardian fails to provide proof of Enrolment and proof of identification on request.
- (k) The Facility reserves the right to:
 - (i) Vary, add, or eliminate any of the facilities or services provided by the Facility.
 - (ii) Change the fees we charge for our services.
 - (iii) Alter Enrolment Terms and Conditions.
 - (iv) Vary our hours of operation or Program schedule.
 - (v) Cancel classes or Program. In the event a class is cancelled the student will receive one-off class credit. Credits will be valid for 12 months, to use towards future payments for Aquatic Program enrolments at PAC.
 - (vi) Change class or Program instructor.
 - (vii) Change students enrolled class to meet operational requirements.

- (l) Entry for one spectator for each Program participant is included in Program fees; all other spectators must pay a spectator fee. If the designated spectator swims recreationally, they must pay the standard entry fee.
- (m) Students can swim recreationally before and/or after their class at no additional cost.
- (n) Students who are unwell are not permitted to attend classes. If students attend and staff deem them to be unwell, Parent/Guardian will be asked to remove the student from the class.
- (o) Students who miss a class will not be entitled to a credit, refund, or make-up class.
- (p) Parent/Guardian must process all change of class requests through the customer portal. This includes when progressing to the next level as advised by the Aquatic Programs Supervisor.
- (q) If a student cannot change to a suitable class, Parent/Guardian may request the Student is added to the waitlist. Waitlists are managed by PAC staff based on priority and availability.

3. PAC Squad Program

- (a) Squad sessions will be conducted in the 50m unless the weather is inclement; in this case they will be moved to the 25m pool
- (b) Missed sessions are not refunded or credited however sessions can be changed subject to availability within the same week. All session attendance changes can be made in the "Client Portal".
- (c) Maximum/minimum session per level are:
Stingray: minimum 2 sessions per week
Shark: minimum 2 – maximum 5 sessions per week
Thunderbolt: minimum 6 sessions per week

Adults: minimum 2 – maximum 5 sessions per week. Additional sessions can be attended subject to availability; additional fees apply.

- (d) PAC is a recognised provider for NSW Active Kids Vouchers; vouchers must be submitted via the website. Please allow 15 days for processing these vouchers.
[NSW Active Kids Voucher Redemption](#)
- (e) All potential squad swimmers are required to attend an assessment sessions prior to booking
- (f) Swimmer assessment is ongoing once in the program; you will be notified by Coaching staff of any required movements to new levels
- (g) All Terms and Conditions listed in this document are applicable to PAC Squad Programs

4. Payments

- (a) Program fees must be paid through a fortnightly direct debit regardless of attendance
- (b) In the event of failed direct debit payments, we will contact you through email to notify you. Payment must then be made via the “Client Portal” prior to the next Direct Debit date. Entry to your student’s class will be restricted until the outstanding payments are made.
Where Vouchers (e.g., Gift Vouchers, NSW Govt First Lap or Active Kids) are applied, the direct debit will commence once their value has been fully applied.
[NSW Active Kids Voucher Redemption](#)
- (c) Holiday or specialised aquatic program fees must be paid upfront at the time of Enrolment, this will be specified within the enrolment process.

5. Program Calendar

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

6. Program Commitment

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

7. Medical Enrolment Suspension

- (a) Enrolments may be suspended due to medical illness or injury.
- (b) All medical suspensions requests must be accompanied with a valid medical certificate which include the dates the student is unable to participate in the program. Requests for suspension must be sent to pacswimschool@cityofparramatta.nsw.gov.au
- (c) All medical suspension requests must be advised within 48 hours of the occurrence of the injury/illness.

- (d) Medical suspensions must be a minimum of 7 days duration & cannot be backdated at any time.

Enrolment Suspension

- (a) All suspension requests other than medical suspension must provide a minimum of 14 days' (two weeks) notice.
- (b) Suspensions for non-medical reasons can be made for up to 14 days (two weeks) per year. The 14-day suspension limit will reset for each member on each calendar year.
- (e) All suspension requests must be in writing and must be sent to:
pacswimschool@cityofparramatta.nsw.gov.au
- (f) All suspensions requests must be a minimum of 7 days duration and cannot be backdated at any time.
- (g) Program payments will be automatically reactivated after the suspension period has been completed.
- (h) Suspensions will not be processed if there are outstanding fees on your Enrolment.
- (i) Holiday Program Enrolments are not eligible for suspension.

8. Enrolment Cancellation

- (a) City Of Parramatta reserves the right to cancel your Enrolment agreement at its discretion.
- (b) All standard and squad programs have a 12 week minimum engagement. Enrolment in a Program does not automatically cancel and will continue until the student, or their Parent/Guardian completes a cancellation submission in writing to:
pacswimschool@cityofparramatta.nsw.gov.au
- (c) The Student or their Parent/Guardian may cancel their Enrolment giving the Facility a minimum of 14 days' notice in writing, in line with the regular direct debit payment cycle.
- (d) If the Student or Parent/Guardian cancels their Enrolment prior to the expiration of the contract term, they must pay out the full amount that would be charged during this period.
- (e) All enrolments will have a 7 day 'cooling off period.'. The 7 days commence from the date of agreement to the terms & conditions of the Enrolment. Administration fees for services provided will be deducted prior to issuing a refund.
- (f) Cancellations will not be processed if there are outstanding fees on your account.
- (g) Holiday Program Enrolments are not eligible for cancellation or refund.

9. Car Parking

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

10. Communications and Privacy

- (a) If you wish to notify us about anything relating to this agreement, contact should be made through the customer portal. This includes cancellation, suspension or change of details notification.
- (b) We will notify you of any changes via email to your nominated email address.
- (c) Any notice will be deemed to have been received on the third business day after notification.
- (d) We do not accept responsibility for contact details, which are not updated. Parent/Guardian will not be reimbursed for any miscommunication because of incorrect information.
- (e) We will provide 14 days' notice on all changes to Enrolment conditions.
- (f) We will provide 30 days' notice on all changes to Program fees.
- (g) We will provide as much notice as possible if a scheduled class is cancelled.
- (h) Parent/Guardian acknowledge that they may receive communications and marketing materials from the City of Parramatta and affiliated third parties in the provision of services.
- (i) The City of Parramatta manages your information in line with our privacy policy. Our privacy policy is available online at <https://www.cityofparramatta.nsw.gov.au/privacy-policy>.

11. Release and Indemnity

- (a) The Parent/Guardian declares and acknowledges:
 - (i) The student is medically and physically able to participate in the Program and accepts the inherent risks of undertaking such physical activity.
 - (ii) All Students attending the Facility must comply with these terms and conditions and participates in all activities offered by the Facility at its own risk. k.
 - (iii) To the extent permitted by Law, the City of Parramatta is released and discharged from all liability for loss, damage, or injury that a student may sustain while at the PAC, where such loss or damage is a result to a student's failure to comply with these terms and conditions or the terms and conditions of use at the Facility or the student's own negligence.

PARRAMATTA AQUATIC CENTRE

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P 1300 617 058
W cityofparramatta.nsw.gov.au/the-pac
E thepac@cityofparramatta.nsw.gov.au

- (b) This release and indemnity shall not apply to the extent that any loss, damage, or injury which may occur is a result of or caused or contributed to by Council or any of Council's employees and or Council's contractors.

Last updated: May 2024

Initiative of



**CITY OF
PARRAMATTA**