

# Squad Training Terms & Conditions

[Updated 11<sup>th</sup> March 2020]

## 1. Background

**1.0** Council of the City of Gold Coast “GCCC” owns and operates the Gold Coast Aquatic Centre and Palm Beach Aquatic Centre (the “Centre”; the “facility”).

BE Swim Coaching (“BESC”) provides squad coaching within these Centres.

### 1.1 **Locations**

**1.1.1** Gold Coast Aquatic Centre, Marine Parade, Southport 4215.

**1.1.2** Palm Beach Aquatic Centre, Thrower Drive, Palm Beach 4221.

### 1.2 **Member/membership**

Relates to the person participating in the use of the facilities, in the case of a parent/guardian signing on behalf of the member then responsibility is that of the signee.

## 2. Membership agreements

### 2.0 **Fees and charges**

Fees are set by BESC. A copy is available on the website [www.beswimcoaching.com](http://www.beswimcoaching.com)

### 2.1 **Squad and administration fees**

Pro rata squad fees and an administration fee of \$22 per family is to be paid prior to the first direct debit payment. Fees cannot be held or transferred between members; however fees can be transferred between locations.

### 2.2 **Payments**

Sessions have the following payment options:

**2.2.1** Payment for on-going sessions in advance each fortnight by direct debit from a nominated bank account, credit or debit card. Fees are a yearly amount that is divided into equal fortnightly payments for easier payment.

**2.2.2** Public Holidays & any designated squad breaks are factored into the fee structure & will continue to be charged at the full fortnightly squad amount.

**2.2.3** Swimmers training or competing on State, National or International camps or events will continue to pay the full fortnightly amount.

**2.2.4** Casual session payments to be paid in advance at the time of booking. Refer to **2.7** for those who can purchase casual visits.

### 2.2 **Cooling off period.**

The BESC offers a 48hour cooling off period on all memberships. All cancellations must be submitted in writing on the Cancellation/Suspension BESC Squad form provided on [www.beswimcoaching.com](http://www.beswimcoaching.com) website. The administration fee will be forfeited; all other squad fees will be refunded within 21 days of receipt of Cancellation/Suspension Gold Coast Aquatic Centre Squad form. Key tags are to be returned to the Centre.

### 2.3 **Direct debit payments**

City of Gold Coast will debit your fortnightly squad fees from your nominated bank account, credit or debit card. Please note:

**2.3.1** Debit dates are pre-set.

**2.3.2** If a direct debit date falls on a public holiday, the debit will occur on the next business day.

**2.3.3** Debits may take up to 5 days to come out of your nominated account.

- 2.3.4 All information regarding direct debit payments can be found in the Direct Debit Request Terms and Conditions which can be found at Centre's reception or by contacting [customerservice@debitsucess.com.au](mailto:customerservice@debitsucess.com.au).
- 2.4 **Meeting your direct debit responsibilities**  
You must ensure:
- 2.4.1 Your account can accept direct debits (your financial institution can confirm this).
- 2.4.2 There is enough money in your account on the payment day and the next 5 days.
- 2.4.3 You inform us if you are transferring or closing your account, at least 48 hours before your next direct debit.
- 2.4.4 You inform us about any changes to your credit card, such as its expiry date or number, at least 48 hours before your next direct debit.
- 2.4.5 You inform us and your financial institution if you want to change or stop your direct debits.
- 2.5 **Late or declined payments**  
If a direct debit payment is declined, attempts will be made by the BESC to contact the member/parent/guardian to discuss membership and payment options. If payment is declined on three consecutive direct debit payment dates and all attempts to contact the member/parent/guardian are unsuccessful, the membership will be suspended. A fee of \$5.50 is charged for all declined direct debit payments. If attempts to contact the member/parent/guardian are unsuccessful 30 days from suspension, the membership will be cancelled. Outstanding lesson fees can either be paid in full in person at the aquatic Centre or by completing a Direct Debit Authorization allowing the outstanding amount to be settled in the next scheduled direct debit payment date. While there is an outstanding amount on an account, the member will be denied access to learn to swim classes. Once outstanding amounts have been received by BESC membership will be reinstated.
- 2.6 **Membership transfer**  
Squad fees cannot be held or transferred between members. However, members can transfer their membership between GCAC & PBAC. Contact BESC via [beswimcoaching@gmail.com](mailto:beswimcoaching@gmail.com) to make the appropriate changes to assist with your transfer request.
- 2.7 **Casual sessions**  
Casual squad sessions are available for:
- 2.7.1 Visiting swimmers from interstate and overseas.
- 2.7.2 Swimmers in "Surf Squad" participating in the program NOT more than two (2) times per week.
- 2.7.3 Swimmers enrolled in "Adults" squads.
- 2.7.3 Families where Direct Debit is not appropriate or at the discretion of BESC.
- 2.8 All casual sessions must be paid for prior to commencement of session.
- 2.9 Unused sessions on Multi visit passes are non-refundable.
3. **Cancellations**
- 3.0 All cancellations must be submitted in writing on the Cancellation/Suspension BESC Squad form available on the BESC website. Please return completed form to [beswimcoaching@gmail.com](mailto:beswimcoaching@gmail.com)  
Key tags are to be returned to the Centre.
- 3.1 **Direct debit cancellation**  
A minimum of two weeks' notice is required prior to your next direct debit payment.
- 3.2 **Casual session cancellation**  
Cancelled casual sessions are unable to be rescheduled or refunded.
- 3.3 **Instant cancellation by BESC**  
We may cancel your squad membership 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:
- 3.3.1 Threatening, bullying or harassing others.
- 3.3.2 Damaging or stealing others equipment.

- 3.3.3 Using illegal or performance-enhancing drugs.
- 3.3.4 Instructing other members when we have not authorized you to do so.

### 3.4 **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 BESC Squad form located on BESC website. As per our terms and conditions a minimum of two weeks' notice is required to cancel all types of memberships.

## 4. **Suspensions**

4.0 All suspensions must be requested in writing on the Cancellation/Suspension BESC Squad form. We encourage those taking a break to only suspend, rather than cancel.

4.1 The following is conditional to direct debit memberships:

4.1.1 A minimum of 2 weeks' written notice via a Cancellation/Suspension BESC Squad form is required prior to your next direct debit payment.

4.1.2 Suspensions are eligible for a minimum of two weeks where no debit fee will be applied. When completing the suspension form, please indicate your intended return date. Fees will automatically be debited in line with this return date. If you need to increase your suspension period, it is your responsibility to notify us at least one week prior to the date on your form.

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

5.0 BESC reserves the right to change, modify or update terms and conditions relating to your squad membership. Any such changes will be made with reasonable notice and communicated via email & BESC 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 squad membership, the person may request to terminate his or her membership by following the cancellation procedure outlined in section 3.

### 5.1 **Refunds**

There is strictly no refunds on memberships outside of the cooling off period in section 2.4.

## 6. **Facility access**

6.0 All members/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. The Centre 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.

### 6.1 **Access key tags**

6.1.1 Access key tags are issued to all members, to be presented on entry each visit.

6.1.2 Key tags are strictly non-transferable and must not be used by anyone else.

6.1.3 Should you not be able to provide your key tag for entry after three consecutive visits, the access for the original key tag will be cancelled and you will be required to pay \$10 replacement fee for a new key tag before entering the facility.

6.1.4 Key tags are to be returned to the Centre on cancellation of membership.

### 6.2 **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. Refer to Parking Terms and Conditions for more information on parking at Gold Coast Aquatic Centre.

### 6.3 **Lost property**

We cannot accept responsibility for any loss or damage to your belongings while you are at the Centre.

### 6.4 **Clothing/swimwear**

Only standard swimwear are to be worn in the pools.

## 6.5 Visiting squads

All squad members from overseas and interstate wishing to participate in the squad program must contact BESC coaches to notify them of their intentions. If only staying for a short term, casual one or ten visit passes can be purchased from Centre Reception.

## 7. Personal health

### 7.0 Indemnity

By signing the membership agreement all members are declaring themselves to be medically and physically able to participate in physical activity. The member 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 member.

### 7.1 Your health and ability

On the day you take out a membership with the Centre and each time you use the Centre, you or your Parent/Guardian represent and warrant to us that you:

7.1.1 Are in good physical condition.

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

7.1.3 Understand and accept the adherent risks of undertaking exercise.

7.1.4 Will take full responsibility for your own health and wellbeing whilst inside the Centres.

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

7.1.6 If you believe any Centre's activities might risk your health, you must inform the Centre in writing with full details.

7.1.7 You must also inform the Centre if your medical condition changes after you join.

7.1.8 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 and using the Centres.

7.1.9 We may choose to refuse your membership agreement until:

7.1.10 Your doctor agrees in writing that you are fit to swim/exercise.

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

### 7.2 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:

7.2.1 Fever/temperature over 38C.

7.2.2 Diarrhea or vomiting.

7.2.3 Body rashes or lesions.

7.2.4 Nose, eye or ear discharge.

A guide for recommended exclusion periods for infectious conditions can be found at [https://www.health.qld.gov.au/\\_\\_data/assets/pdf\\_file/0022/426820/timeout\\_poster.pdf](https://www.health.qld.gov.au/__data/assets/pdf_file/0022/426820/timeout_poster.pdf).

## 8. Privacy

### 8.0 Understanding our privacy policy

During your membership, we will have access to personal information and financial details. We will only use, disclose or deal with your information as set out in these terms and conditions

### 8.1 Collecting personal information

BESC 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 BESC being unable to provide services to you. We may use the information collected to contact you about your membership or about any other of our services, promotions or events. By signing the enrolment form you consent to us using your personal information in this way.

## **8.2 Using and disclosing personal information**

Personal Information will be used for the following primary purpose:

- 8.2.1** To fulfil obligations under a member's membership agreement and/or any other contract between him/her and Centre.
- 8.2.2** To render services under a member's membership agreement.
- 8.2.3** To provide information about products, service and/or special offers to members.
- 8.2.4** To obtain opinions or comments about products and/or services from members.
- 8.2.5** To record statistical data for marketing analysis.

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 BESC, or any member of the public, or to lessen a serious threat to a person's health or safety.

## **8.3 Allowing BESC**

It is possible that you may appear in BESC social media as an image or footage. By participating in BESC squad program you agree to allow us to use your image in promotional and other business-related material.