

Swim Membership Agreement



northern
beaches
council

Aquatic Centre
Andrew Boy Charlton
Manly

If you need help lodging your form, contact us	
Email	enquiries@manlyaquatic.com.au
Phone	02 8495 5005
Address	1 Kenneth Rd, Manly NSW 2095

Office use only	
Form ID	4080
TRIM Ref.	
Last updated	June 2022

Privacy Protection Notice	
Purpose of collection	For Council to provide services to the community
Intended recipients	Northern Beaches Council staff
Supply	If you choose not to supply your personal information, it may result in Council being unable to provide the services you seek
Access/Correction	Please contact Customer Service on 1300 434 434 to access or correct your personal information

Part 1: Personal Details

Title	Mr <input type="radio"/>	Mrs <input type="radio"/>	Ms <input type="radio"/>	Miss <input type="radio"/>	Other:	
First Name				Last Name		
Date of birth						
Address				Postcode		
Email				Mobile		
Emergency Name				Emergency Ph		

Part 2: Swim Membership Type (please tick)

Membership commencement:	
<input type="checkbox"/> 6 Months Adult	<input type="checkbox"/> 12 Months Adult
<input type="checkbox"/> 6 Months Concession	<input type="checkbox"/> 12 Months Concession
<input type="checkbox"/> 6 Months Family	<input type="checkbox"/> 12 Months Family
*Accepted Concession Cards are: Healthcare, Pensioner Concession, Senior & Full Time Student (with Photo ID).	

Part 3: Additional Family Members

Name	Surname	D.O.B	Gender	Membership No.

Part 4: Medical Check

Do any of the above members have any medical conditions that could affect you during exercise? Please provide details for each relevant applicant below.				Yes	No
Name		Condition			
Name		Condition			
Name		Condition			
Name		Condition			
Name		Condition			

Part 5: Terms & Conditions

Please read the Terms and Conditions below, before signing your Manly Andrew 'Boy' Charlton Aquatic Centre Agreement.

On acceptance by the Centre of this agreement you will be referred to as the "Member" and have the usage rights and obligation as detailed below.

1. MEMBERSHIP TERMS

Membership access commences on the date stated on the membership agreement and is valid for one year only, with the exception of 6 month passes which are valid for 26 consecutive weeks from purchase date.

Family membership should include your immediate family only, living at the same address. Families are comprised of 2 adults and 3 children under the age of 18 years or 1 adult and 4 children under the age of 18 years and cannot include grandparents/nannies.

2. RECEPTION AND ACCESS

- All members must swipe or present their card at either reception every time they attend the centre.
- Members are required to present their membership card to centre staff upon request.
- Members are required to have a photograph taken for security reasons.
- Members are to advise any change of address and phone number.
- The facilities are available to the general public and not exclusively for members.

3. GENERAL CONDITIONS OF ENTRY

- The Centre will refuse entry, or request any person to leave the premises if the person;
 - is abusive or uses offensive language or whose behaviour is threatening or
 - is under the influence of drugs or alcohol.
 - No smoking permitted in the centre.
 - No chewing gum permitted in the centre.
- To ensure the Centre is able to provide a high level of service in a safe, healthy and pleasant environment for all, we ask our members to comply with these conditions.

4. WET AREAS (WHERE APPLICABLE)

- No diving is permitted.
- You must shower before entering the pool.
- Correct swim attire only in pools.
- Children under the age of 10 years are not allowed in pool area without a parent / guardian.
- Parents to watch all swim lessons from designated areas only.
- Dedicated areas of the pool are closed to members whilst Swim School lessons are being conducted. Times vary, are posted and are updated regularly at the entry.

5. LOCKERS (WHERE PROVIDED)

- All items stored in the lockers are at your own risk and we do not accept responsibility for items lost, damaged or stolen.

6. COOLING OFF PERIOD

- This agreement is subject to a 7 day cooling off period;
- The cooling off period commences at the close of business on the commencement date.
- The cooling off period is 7 days.
- New members have the right to cancel their membership within the cooling off period if they are not completely satisfied with the service and programs.
- All monies will be refunded on a pro rata basis with the exception of fees for services already delivered and an Administration Fee whichever is the lesser of up to 10% of the Membership Fee.
- All 'cooling off' cancellations must be in writing to the Centre.

7. PERMANENT DISABILITY

Upon providing written advice of a permanent disability or serious illness, along with a letter from a medical practitioner detailing the disability or illness, the Centre may agree to cancel the membership for an Administration Fee whichever is the lesser of up to 10% of the Membership Fee.

8. REPLACEMENT CARD FEE

If a Membership Card is lost or destroyed and requires replacement a Replacement Card Fee of \$10.60 will apply.

9. ADDITIONAL FEES FOR SPECIAL SERVICE

Some services require an additional fee and these include but not limited to: personal training, crèche and swimming lessons.

10. DAMAGE TO THE CENTRE

Any member who wilfully or through their negligence damages the Centre or its property will pay for the damage. Members are responsible for damages caused by their guests and children.

11. SAFETY, MAINTENANCE AND SERVICE DEMAND

The Centre may from time to time as reasonably necessary:

- Close off any part of the premises or isolate any pieces of equipment for maintenance or safety reasons.
 - Change the hours of opening and closing or alter class timetables in accordance with demand;
- or
- Vary Centre rules. Where this occurs the Centre will provide reasonable notice on the Centre's notice boards or at reception.

12. DAMAGE & PERSONAL INJURY DISCLAIMER

To the extent permitted by law, the Centre excludes any liability to the Customer in contract, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Customer and/or any other person, or for any costs, charges or expenses incurred by the Customer, arising from or in connection with the Membership Agreement and/or the services/products provided by the Centre, and/or any act of omission of the Centre.

13. SEVERABILITY

In the event any part of this agreement being or becoming void or unenforceable then that part shall be severed from this Agreement with the intention that the balance of this Agreement shall remain in full force and effect, unaffected by the severance.

14. BREACH OF TERMS & CONDITIONS

Any breach of these terms and conditions will result in a warning and any further breach will result in your membership being suspended or terminated. A proven serious breach of the general conditions of entry under 3(a) may result in immediate termination of your membership without warning.

15. TRANSFER OR REFUND OF MEMBERSHIP

Memberships are not transferable or refundable.

16. PRIVACY NOTICE

The personal information collected in this form is for the purpose of entering into this membership agreement. The intended recipients of the information are Northern Beaches Council staff and approved contractors of Northern Beaches Council. The supply of the information is voluntary; however, the form must be completed in order for Council to assess the agreement. The information will be stored by Council. You can contact Council to access or correct this information

Legally Binding Agreement

- This agreement is legally binding whether my use of the facility and its services is determined and paid on a yearly, monthly, fortnightly or individual basis.
- I declare that I am physically and medically fit and capable to engage in exercise at the the Manly Andrew Boy Charlton Aquatic Centre. I have and will inform the Fitness Instructors or Lifeguards at the Manly Andrew Boy Charlton Aquatic Centre of any condition or risk that may have an effect on my ability to participate in any exercise prior to commencement.
- I am 18 years of age or older at the time of signing. If not my parent / adult guardian will sign also.
- I understand this membership is for casual pool usage only and further fee's are applicable for use of other areas and programs.

I agree to the membership agreement terms and conditions. (Please read the terms of the agreement carefully and ask about anything you do not understand)

Signature		Date	
Parent/Guardian Signature		Date	
Office use only			
Staff member		Date	