



Membership Terms & Conditions

0. Definitions

Member	A person holding a membership, visit pass, enrolment or otherwise agreement with Ripples
Membership	Any agreement with Ripples for access to our facilities, services, or programs. Includes complimentary memberships, visit passes, Learn to Swim enrolments or otherwise any agreement with Ripples
Membership Freeze	A temporary suspension of membership and associated fee
Parent	A person acting in the position of responsibility of a child
Swim Nappy	A nappy or incontinence aid, specifically designed for use in water (either reusable or disposable)
Written Notice	A formal notification of request in writing, submitted on Ripples website using the online forms

1. Access to Facility & General Membership Conditions

- a) Members are to advise any change of address, contact details or medical conditions
- b) All members agree to adhere to the conditions of entry
- c) All members are required to observe the appropriate clothing and rules for each area and activity
- d) Membership commences from the date of purchase, unless otherwise specified
- e) Memberships are not transferable and are non-refundable
- f) A maximum of 1 upfront membership can be purchased at a time. The upfront membership can be renewed within 4 weeks of the membership expiry.
- g) Failure by the member to use the Centre's programs and/or services does not absolve the member from the member's obligation to pay membership fees
- h) Rehabilitation membership access to services may be limited depending on the client's needs and ability to participate in selected programs
- i) Patrons are encouraged to shower before entering a pool, spa or sauna – including transitions between a pool, spa, or sauna.
- j) Patrons should not attend the centre if unwell
- k) A swim nappy is required to be worn while partaking in water activities by any person that;
 - i. Is not toilet trained
 - ii. experiences incontinence

Membership Terms & Conditions

- l) Membership Terms & Conditions are available to view online and may be updated at any time. Major updates will be notified via email
- m) Your continued membership and/or use of facilities indicates an agreement to these Terms and Conditions
- n) Council reserves the right to make decisions with discretion

2. Communicating with Ripples

- a) Concerns, feedback or questions are best provided in writing to Ripples by emailing ripples@penrith.city or via our online feedback form on our website
- b) All memberships modifications, cancellations or freezes must be placed in writing using our online forms or via the Online Member Portal.
- c) Memberships modifications, cancellations or freezes are not accepted over the phone or via face-to-face conversations with staff
- d) We will communicate important information via email. It is your responsibility to notify Ripples of any change to your contact details
- e) General information regarding Ripples programs, venues and services may also be provided by social media platforms, our Website and in-centre notifications

3. Cooling off period

- a) All memberships have a 7-day cooling off period
- b) No refunds are given for fees paid for services received or days used
- c) Once the 7-day cooling off period has passed, members will be required to provide written notice to cancel their membership as per clause 12

4. Concessional, Promotional & Family Memberships

- a) Concession, Fitness Passport, and Over 65's memberships are required to be updated every 12 months, with evidence provided that the member remains eligible for this membership type
- b) Fitness Passport members must remain an active Fitness Passport holder for the duration of their membership. Continuing to use the facilities past the cancellation of your Fitness Passport may result in an attendance fee being applied to your membership with ripples
- c) Family memberships: All family members must live at the same address.
- d) Family memberships include of a maximum of 2 adults and 3 children (under the age of 18)
- e) Trial memberships are provided as a courtesy and are not redeemable for cash. The trial member is subject to the Membership Terms and Conditions for the duration of their trial

5. Children at Ripples & Keep Watch Policy

- a) Ripples is a Child Safe Facility and implements Royal Life Saving's Keep Watch program
- b) Parents must be actively supervising children at all times, including during Learn to Swim lessons
 - i. 0-5 Year Olds & Non Swimmers – Stay within arms' reach

- ii. 6-10 Year Olds & Weak Swimmers – Be close, be prepared & maintain constant visual contact
 - iii. 11-14 Year Olds – Maintain visual contact
 - iv. Children 15 years or Older – Permitted access without an adult. Identification may be requested to show proof of age. Cannot be responsible for other children under the age of 15, including siblings
- c) Failure to adequately supervise children in your care may result in immediate cancellation of your membership and/or removal from the premises and/or report to the appropriate authorities
- d) Parents must take adequate steps to prevent pool foulings, including;
- i. providing adequate time for food to digest after eating before returning to the water
 - ii. refraining from attending the centre during illness
 - iii. taking children for regular bathroom breaks, or using swim nappies if not toilet trained. It is important to remember that a distracted child will be less aware of their need to utilise the toilet

6. Gym and Group Fitness

- a) Council reserves the right to refuse class entry after the warm-up has been conducted
- b) Council may require a member to obtain a clearance certificate from a Medical Practitioner prior to participating in an exercise program
- c) Council reserves the right to change and adjust program timetables
- d) Weights must be returned to their correct place after use
- e) One sweat towel per person must be used during land-based group fitness classes and while in the gym
- f) Children are welcome to participate in the gym and group fitness classes based on age;
 - i. Children under 12 – Unable to participate in Group Fitness classes or the Gym
 - ii. 12 or 13 years – Welcome in Group Fitness Classes (excluding weight training-based classes) and the Gym for Cardio-only exercise with a participating parent or guardian, or during a supervised gym program prescribed by a Ripples trainer.
 - iii. 14 or 15 years – Welcome in Group Fitness Classes (excluding weight training-based classes) and the Gym unsupervised for Cardio-only exercise, or during a gym program prescribed by a Ripples trainer.
 - iv. 16 years or older – Permitted full access to the gym and group fitness, subject to conditions of entry

7. Learn to Swim

- a) Second child discount applies to members of the immediately family residing at the same residential address
- b) Private lessons are conducted on a 1 on 1 basis and cannot be shared with siblings or other students
- c) Each child will be provided with 1 access card for 2 supervising adult spectators. Additional

Membership Terms & Conditions

- spectators may incur a spectator fee
- d) Access will be permitted no earlier than 1 hour prior to lessons
 - e) Lessons are booked on a timeslot basis and instructors are subject to change
 - f) Lessons falling on public holidays will not occur and will not be charged
 - g) Ripples reserves the right to cancel/reschedule classes as required
 - h) As enrolment reserves a student's placement in a class, Membership Freezes are not available
 - i) Lessons may be moved to alternate locations in the occurrence of temporary pool closures
 - j) Classes cancelled by Ripples due to one-off service interruptions, such as a pool fouling or instructor unavailability, you will receive a Lesson Credit, redeemable towards Direct Debits
 - k) If you are unable to attend a lesson
 - i. Written notice should be provided to advise of your absence via our Online Member Portal. Continued non-attendance of lessons may result in cancellation of lessons
 - ii. If notice is provided prior to the lesson start, a Make-Up Token will be added to your account to redeem towards a Make-Up Lesson. A maximum of 1 missed lesson can be converted to a Make-Up Token within a 90 day period
 - iii. Make up lessons are provided as a courtesy, are subject to availability
 - iv. Make up tokens are forfeited after 90 days if not redeemed, or at cancellation of enrolment
 - v. Make up tokens are non-transferrable and not redeemable for cash or credit
 - vi. Private lessons, Special Needs Private lessons and Special Needs Group lessons are not eligible for make-up lessons. If notice is provided at least 5 hours prior to the lesson start, you will receive a Lesson Credit, redeemable towards Direct Debits. A maximum of 1 missed lesson can be converted to a credit within a 90 day period
 - l) It is the parents' duty to ensure the student arrives to lessons on time. No credits or refunds will be provided due to delays entering through reception or locating your class
 - m) The supervising parent must stay poolside with their child for the entire duration of the lesson and be present to collect their child at the end of the lesson. Parents must comply with the Keep Watch Policy for other children not participating in lessons, as well as before/after lessons.

8. Squads

- a) Squad members who fail to meet performance expectations may have their membership modified to a level matching their performance
- b) Squad swimmers 14 years or under must be accompanied by a parent
- c) Squad swimmers 15 years or older are permitted to be dropped off at the centre

9. Spa and Sauna

- a) A coloured wristband must be always worn and visible when using the spa or sauna. These

- can be collected from the reception desk upon entry to Ripples
- b) No creams, oil or soaps allowed in the spa or sauna area
- c) Water or other liquids must not be poured on the Sauna heating element

10. Visit Passes & Programmed Services

- a) All visit passes and personal training have a 12-month expiry from the date of purchase, unless otherwise specified
- b) Small group training is only valid for the block of small group training that it is purchased for
- c) A minimum of 24 hours written notice is required for cancelled personal training sessions. Cancelled sessions with less than 24 hours written notice will be charged in full
- d) No refunds or make-ups sessions are offered for any missed personal training or small group training
- e) Sessions will not be extended if a member is late

11. Membership Freezes

- a) Membership freezes are permitted for centre memberships only, and must be requested in writing or via the Online Member Portal
- b) Membership Freezes are not available for Learn to Swim lessons
- c) Membership freezes will not be backdated
- d) A minimum of 7 days written notice must be given prior to the commencement of the membership freeze
- e) Membership Freezes are limited to 30 days per year with a minimum of 7 days per freeze.
- f) Freeze limits for ongoing direct debit memberships reset on the anniversary of the membership joining date.
- g) Unused freeze days do not roll over
- h) Membership Freezes for medical reasons may exceed 4 weeks per calendar year by application and require documentation. Backdated documentation will not be accepted.
- i) Members on direct debit memberships seeking extended Freeze periods exceeding 4 weeks, or with an uncertain return date, may be required to cancel their membership and reactivate when ready to return
- j) Any outstanding fees are required to be paid prior to the Membership Freeze being applied
- k) Membership freezes requested for medical reasons will result in the freezing of all memberships held by the member

12. Membership Cancellations & Modifications

- a) All direct debit memberships and learn to swim lessons are provided on an ongoing basis require a minimum of 18 days' written notice prior to cancellation (30 days written notice for Squads)
- b) 14 days written notice is required for membership modifications, including changes of Learn to Swim lesson booking
- c) Any outstanding fees are required to be paid prior to the cancellation or modification being

- processed
- d) Any current membership freeze must be completed prior to the membership cancellation. Cancellations requested while the membership is on freeze will be processed with 18 days notice commencing at the end of the freeze period.
 - e) Upfront memberships, visit passes, personal training or other specialty services cannot be cancelled or pro-rated
 - f) The member remains responsible for any direct debits that occur prior to the membership termination date
 - g) Council reserves the right to cancel or suspend any membership at any time if a member's behaviour is deemed inappropriate; it is Council's discretion whether a refund will be given
 - h) Council may cancel any membership if in the Centre's opinion the member is medically unfit to continue

13. Lockers & Storage of Personal Items

- a) Items stored in lockers, bag cubbies, or elsewhere on premises is done so at your own risk and we do not accept responsibility for items lost, damaged or stolen

14. Membership Cards

- a) All members must swipe through the turnstiles each time they attend the facility
- b) Members are required to present their membership card upon request
- c) One membership card is provided complimentary with each membership, excluding Fitness Passport memberships
- d) If a membership card is lost or destroyed, a replacement card fee applies

15. Conduct

- a) The member must comply with any directions given by centre staff and with all signage posted by the venue
- b) The member is responsible for and agrees to reimburse the venue for any damage to the property willfully or negligently caused by the Member, or those in their care
- c) Disorderly, rude, or offensive behaviour towards the staff, agents, or other users of the facilities (including the use of offensive or abusive language) will not be tolerated
- d) Ripples reserves the right to refuse entry. Any patron suspected to be under the influence of alcohol or drugs will not be permitted access. Abusive, disruptive or offensive behaviour is not permitted

16. Closures & Cancellations

- a) At times both planned and unplanned interruptions to services or facilities may occur. Discounting of memberships or crediting for such interruptions is subject to Council's discretion
- b) Services may be relocated to an alternative location in the event the planned service location is unavailable
- c) Services may be modified to a similar service in the event the intended service is unable to be

provided

- d) NSW Department of Health protocols state that the pools must remain closed for a set period, if a fouling has occurred
- e) Outdoor pools will be closed if dangerous weather conditions are present

17. Emergency Procedures

- a) In the event of an emergency, members are to follow instructions from centre staff
- b) Failure to follow staff directives is at your own risk and may result in injury. The centre is not liable for any injury caused and may result in penalties from the authorities

18. Photography & Video

- a) Photography and videography for Commercial Use is only permitted with prior approval
- b) Under no circumstances are cameras or mobile phones to be used in change room areas or showers
- c) We appreciate taking photos and videos is a great way to capture your fitness progress, or memories at the centre with your family. Photography and videography for personal use is contingent on the following;
 - i. If you capture an image or private conversation of another child or individual, you must have all relevant individuals (or their guardians) consent to use, publish, or broadcast images or video footage
 - ii. You agree to comply with any request to discontinue use of your camera, mobile phone, or video, and to delete requested images or footage, where the centre staff reasonably considers that someone's privacy may be breached
- d) We may take photos and videos to use for social media and other marketing purposes. If you do not want to have photos or videos taken of you or your child, please inform us at the time the photo or video is being taken

19. Allied Health Appointments

- e) The treatment devised by the Accredited Professionals is based upon sound teaching practice and the information provided regarding your health. The Accredited Professional must be informed if there are any changes in your medical condition, or if you experience any pain or dizziness during a consultation, as soon as you become aware of it.
- f) If appointments are cancelled within less than 24hrs notice, or an appointment is unattended without notice, then further appointments may be declined with a written report submitted to one or all of the following: Referring Doctor, Case Manager, Rehabilitation Provider.
- g) The treating Accredited Professional may contact the referring doctor or other allied health professionals involved in your treatment relating to your health at any time.
- h) Your participation in face to face or telehealth consultations is voluntary and you have the right to withdraw your consent at any time.

20. Facility / Room Hire

- a) Facility / Room hire is subject to specific Terms and Conditions as part of the hiring agreement

21. Memberships paid by a third party

- a) If the agreed third party defaults payment, the responsibility for payment is transferred to the member
- b) If the membership is being paid by a third party, approval for the membership from the third party must be received before the membership becomes valid and access is permitted
- c) If the third party revokes the approval during the membership period, then the residual membership liability is transferred to the client
- d) The member must notify Ripples of any changes to their approval in writing, including if approval is revoked

22. Direct Debits & Payment of Fees

- a) Fees associated with memberships, services or activities are part of Council's adopted fees and charges
- b) Direct debits are facilitated by our third-party provider Debit Success Pty Limited. The Debitsuccess direct debit request (DDR) service agreement is attached at the end of this document.
- c) Direct debit and financial information on your account is encrypted and is not visible to Council staff
- d) Debitsuccess will only disclose information held about you to the extent specifically required by law
- e) Ripples will not be responsible for any dishonour fees or bank charges incurred when a billing payment is returned unprocessed, money is not available, card expired or incorrect information is provided at the time of debiting
- f) Membership fees are subject to change may be varied with 14 days notice
- g) Direct Debit payments that reject will incur a cost-recovery rejection fee
- h) A pro-rata fee may be payable at the time of joining and upon cancellation
- i) Upfront payments of scheduled Direct Debits will not accepted
- j) Council reserves the right to waive the membership joining fee
- k) Members will not be permitted access if fees are outstanding, including fees for other members of which that member is responsible for
- l) Direct debit memberships are charged on an ongoing basis, unless otherwise specified or cancelled
- m) If there are outstanding fees on your account, Membership Freeze and cancellation requests cannot be processed. The outstanding will need to be settled in order to process your request
- n) Failure to settle outstanding fees may result in cancellation of membership
- o) There may be a delay in the processing of a direct debit if there is a public holiday on the scheduled date of direct debit or in the 5 business days following the direct debit
- p) The member is responsible for:

- i. Ensuring the nominated account is set up to accept Direct Debits
- ii. Ensure there is enough money in the nominated account on the Direct Debit due date and up to 5 business days following
- iii. Notifying of a change of bank details, debit card details or credit card details
- iv. Cancellation of the membership
- v. Freezing the membership (if applicable)

23. Government Vouchers

- a) Council accepts Government Vouchers at our own discretion
- b) Vouchers must be submitted using Ripples online submission form
- c) Voucher redemption can take up to 10 business days
- d) A minimum membership period of 8 weeks applies following the redemption of Government Vouchers, counted from the date the voucher was redeemed, unless otherwise specified
- e) Refunds will not be provided for Direct Debits that are charged whilst a voucher is being processed
- f) Use of any Government Voucher is also subject to the terms and conditions of the Government Program.
- g) Vouchers submitted within 10 business days of the voucher expiry may not be able to be redeemed. Ripples will not take responsibility or provide credit for vouchers that are unable to be redeemed prior to expiry
- h) To ensure vouchers are processed prior to the voucher expiry date, Ripples may implement an internal final submission date. Vouchers submitted to Ripples after this date are not guaranteed to be redeemed
- i) It is the responsibility of the member to provide all information required to process your voucher. Ripples is not responsible for delays in processing due to the provision of incorrect or incomplete information

24. Damage & Personal Injury Disclaimer

- a) The member indemnifies Council from any personal injury, loss or damage which may occur as a result of the member's attendance at the Centre
- b) 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
- c) A condition of participating is that you do so at your own risk and hereby indemnify and release Penrith City Council, their agents, affiliates, employees, and any person directly and indirectly associated with the trainer against all liability claims, demands and proceedings arising out of or connected with your participation in this activity
- d) The member must advise Council if they become aware of any medical condition, injury, or

impairment that may impact your ability to safely participate in classes or continue exercise

25. Privacy Notice

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

26. Breach of Terms & Conditions

- a) A serious breach of these Terms and Conditions or Ripples Conditions of Entry may result in termination of your membership, without warning
- b) If a termination of your membership is not enacted, a warning will be provided and further breaches will result in termination of your membership

DEBITSUCCESS DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement involving Debitsuccess. It also details what our obligations are to you and forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR Authorisation Form.

INITIAL TERMS I/We authorise Debitsuccess Pty Limited (ACN: 095 551 581) APCA User ID 496485 to make periodic debits on behalf of the "Business" as indicated on DDR Authorisation Form (herein referred to as the Business). I/We acknowledge that if specified by the Business, in addition to the agreed periodic debits set out in the DDR Authorisation Form, administration/setup, variation, reversal, dishonour, or processing fees may also apply and be debited under the DDR as instructed by the Business.

RELATIONSHIP I/We acknowledge that Debitsuccess is acting as an agent of the Business and that Debitsuccess does not provide any goods or services, and has no express or implied liability in relation to the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

CLEARED FUNDS I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by, and at all times on, the due date of the payment ("Day to Debit") to enable the direct debit to be honoured on the Day to Debit. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available when the debit is attempted, I/we agree that I/we will be responsible for any fees and charges that may be charged by my/our Financial Institution.

VARIATIONS TO DEBIT TERMS

I/We authorise the Business to vary the amount of the payments from time to time as provided for within the agreement with the Business. I/We authorise Debitsuccess to vary the amount of the payments upon instructions from the Business. I/We do not require Debitsuccess to notify me/us of such variations to the debit amount. I/We acknowledge that variations to the debit arrangement will be directed to the Business. I/We acknowledge that Debitsuccess/Business is to provide 14 days' notice if proposing to vary the terms of the debit arrangements otherwise than in accordance with an agreed payment schedule.

I/We acknowledge that my/our requests to vary, defer or stop the debit arrangement will be directed to the Business.

CANCELLING THESE DEBIT TERMS I/We understand that I/we are able to cancel this DDR by requesting this of the Business or the Financial Institution, and I/we acknowledge that cancellation of the authority to debit my/our account will not terminate my/our agreement with the Business or remove my/our liability to make the payments I/we have agreed to.

DISHONOURD PAYMENTS I/We acknowledge that: -if a debit is returned by my/our Financial Institution as unpaid, I/we will be responsible for any fees and charges for each unsuccessful debit in addition to any Financial Institution charges and collection fees, including and not limited to any fees of solicitors and collection agents appointed by Debitsuccess; and -Debitsuccess may attempt to re-process any unsuccessful payments as advised by the Business and/or add such unsuccessful payment to any future payments.

ACCURACY OF INFORMATION I/We acknowledge that it is my/our responsibility to ensure that the details entered on the DDR Authorisation Form are correct and that Debitsuccess is not liable to the extent that any such details are wrong and this causes a required payment to be missed. In addition, where I/we are paying the required payments by credit card and have entered the details of the credit card on the DDR Authorisation Form, I/we agree that Debitsuccess may continue to debit from a credit card in accordance with the terms of this Agreement to the extent that the credit card has expired, and that it is wholly my/our responsibility to provide details of a replacement credit card to Debitsuccess via the Business.

DISPUTES I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming, I/we understand that I/we are to contact the Financial Institution.

OTHER AUTHORISATIONS I/We authorise:

The Debit User to verify details of my/our account with my/our Financial Institution; and
The Financial Institution to release information allowing the Debit User to verify my/our account details.

INFORMATION SECURITY

Debitsuccess agrees that it will make reasonable efforts to keep any of your information contained in the DDR (including account details) and any other information that we have about you confidential and secure, and will ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

Debitsuccess will only disclose information that we have about you:

to the extent specifically required by law; or

for the purposes of this Agreement (including disclosing information in connection with any query or claim).

Should you have any queries in relation to these terms and conditions contact

DebitSuccess Pty Ltd.

PO Box 577, Mt Waverley, Vic, 3149

Phone: 1800 148 848

E-mail: customerservice@debitsuccess.com.