CLEM JONES CENTRE

Terms and Conditions

Updated: 15 October 2026

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Clem Jones Centre Terms and Conditions

Last Updated: 15 October 2026

1. Acceptance of Terms

Welcome to the Clem Jones Centre ("the Centre"), operated by Camp Hill Carina Welfare Association trading as Clem Jones Centre (“Centre”, "we", "our" or "us").

These Terms and Conditions outline the rights, responsibilities and expectations of all patrons using our facilities, programs and services. They apply to all guests, members, visitors, program participants and event attendees of the Centre.

By entering the Centre, you acknowledge and agree to be bound by these Terms and Conditions. We may update these Terms and Conditions from time to time. The most current version will be published on our website and will take effect from the date of publication.

2. Conditions of Entry

We are committed to providing a safe, enjoyable and inclusive environment for all patrons.

By entering the Centre:

- You enter and use the facilities at your own risk.
- You must follow all directions of Centre staff, lifeguards, instructors and management.
- You must comply with all signage, safety notices, and operational procedures.
- You must wear appropriate swimwear and/or attire at all times including swim nappies for babies. These can be purchased at our Learn To Swim reception.
- You are responsible for your personal belongings.
- You must not obstruct access points, emergency exits, or movement areas.
- You must follow all instructions during emergencies or evacuations.
- You are responsible for supervising children or minors in your care.

2.1 Capacity and Entry Conditions

- Entry to the Centre is subject to operational, safety and capacity requirements.
- Possession of a membership, pass, or booking does not guarantee entry during peak periods, special events, or capacity restrictions.
- As part of a Learn to Swim Lesson membership the child/paying member may use the mushroom pool, outdoor 25m or 50m recreational lanes before or after lessons (within reason) and at instruction of the staff.

2.2 Safety and Security

- Security measures may be implemented to help maintain a safe environment for all patrons and staff.
- Authorised Centre staff may provide directions or instructions in relation to safety, operations, emergencies or compliance with these Terms and Conditions.
- Staff have the right to inspect all bags, cooler bags/boxes and containers to ensure compliance with our conditions of entry.
- CCTV operates throughout the Centre and may be provided to authorities if required.

2.3 Refusal of Entry / Removal

The Centre may refuse entry or remove any person who:

- breaches these Terms and Conditions,
- behaves in an unsafe, abusive, disruptive, or threatening manner,
- fails to follow staff directions,
- is affected by alcohol or drugs,
- or poses a risk to others.

Removal may occur without refund.

2.4 Failure to Comply

These Terms and Conditions are intended to provide a safe, respectful and enjoyable environment for all patrons.

Failure to comply with these Terms and Conditions may result in one or more of the following actions:

- refusal of entry to the Centre;
- removal from the Centre without refund;
- suspension or cancellation of memberships, passes, bookings or program enrolments;
- restrictions on future access to the; and/or
- notification of relevant authorities where required.

The action taken will depend on the nature and severity of the breach.

2.5 Prohibited Items and Behaviour

The following are strictly prohibited unless authorised by Centre management:

- Offensive, abusive, discriminatory, or threatening behaviour
- Alcohol or illicit substances
- Dangerous or offensive items, weapons or sharp objects of any kind
- Smoking or vaping anywhere within the Centre or within 10 metres of entrances
- Glass bottles or containers
- External catering and takeaway food deliveries without prior approval

- Bikes, scooters, skateboards
- Pets or animals
- Changing into or out of swimming attire outside designated changerooms

Photography, filming and audio recording are governed by Section 6 of these Terms and Conditions.

Filming is strictly prohibited in the indoor pool at all times.

2.6 Prohibited Gym Activities

- Participants are required to arrive on time for all scheduled classes. Late arrival may result in admission or participation being refused once the class has commenced.
- Participants must use equipment responsibly and considerately. Only one piece of equipment may be used at a time to ensure fair and reasonable access for all participants.
- Weights or equipment must not be dropped or used in a manner that may cause damage, excessive noise, or pose a risk to others. Participants must handle all weights and other equipment with care.
- You must not provide paid or unpaid personal training, coaching, instruction, or fitness services to other members unless authorised by the gym.

2.7 Prohibited Pool Activities

To keep yourself and others safe, the following activities are prohibited at the Centre unless authorised by Centre management:

- No running on pool decks
- No diving into the pools
- No backflips, somersaults, bomb jumps, acrobatics or unsafe entries into the pool
- No balls, throwing games or unsafe activities
- No boogie boards, large inflatables or flotation devices

3. Supervision of Children

The safety of children is a shared responsibility between parents, guardians and Centre staff. Appropriate supervision of children by parents or guardians is required at all times. Children under the age of 5 must be kept within arm's reach of an adult at all times.

3.1 Gym Age Restrictions and Supervision of Children

Children under the age of 14 are not permitted to enter the Terry Mackenroth Community Gym or High-Performance Gym unless attending a class specifically offered to children (e.g. school holiday program, “Kids Fitness”).

The parent/guardian agrees to the following conditions when signing their child into these classes:

- confirm the child/ward has no impairments, illnesses, or conditions that might endanger them or others whilst participating in classes or events at the Clem Jones Centre or they will be excluded from participation
- their child/ward will adhere to directions and instructions made by the person in charge of the exercise class or their participation will be terminated
- permission to supply First Aid to the child/ward in the event of injury
- to collect child/ward immediately at the conclusion of the class

Children aged 14 years and older but under the age of 18 can access the gym without a parent or guardian but must provide emergency details upon entering the facilities.

- As per Section 7.1 Members between the ages of 14 and 18 must provide written consent by a parent or guardian to enter into a membership contract.

3.2 Aquatics Age Restrictions and Supervision of Children

The safety of children is a shared responsibility between parents, guardians and Centre staff. Appropriate supervision is required at all times.

Children aged 14 years and under must be accompanied and actively supervised by a responsible adult (18 years and over) at all times.

We follow Royal Life Saving “Keep Watch” guidelines:

- 0–5 years and non-swimmers: within arm’s reach at all times
- 6–10 years and weak swimmers: constant active supervision
- 11–14 years: regular physical check-ins

Lifeguards supervise general safety only and are not responsible for individual child supervision.

3.3 Learn To Swim Classes Restrictions and Supervision of Children

- All equipment and facilities are used at your own risk.
- No children are to enter class teaching areas, whether being used or not, prior to or after their class.
- Failure to supervise children appropriately may result in removal without refund.

4. Health, Hygiene and Safety

Maintaining high standards of hygiene and safety helps ensure a healthy environment for all patrons.

4.1 Gym

Patrons must:

- stay home if unwell
- use a towel when using equipment
- wipe down equipment after use
- wash hands thoroughly after going to the toilet and changing nappies
- ensure you bring a water bottle and consume plenty of water during exercise
- wear clean clothes and shoes
- wear appropriate attire: must wear a shirt/singlet and enclosed shoes (no work boots, crocs, slides, Uggs etc)
- don't drop weights, particularly dumbbells and barbells
- return all equipment to where you found it (including plates and dumbbells)
- don't monopolise or reserve equipment (only use one machine at a time)
- report equipment failure to reception
- if classes are in progress, do not use the area where the class is held
- no food or hot drinks to be consumed in the gym

The High Performance Gym is an unsupervised facility, any patrons using this facility are required to wear a mobile duress button for the full duration of their visit. Mobile duress buttons are located near the entry door and when activated will alert staff. Press and hold both buttons to activate the mobile duress button.

4.2 Aquatics and Learn To Swim

Patrons must:

- shower before entering pools
- wear clean swimwear
- use swim nappies for non-toilet trained children
- use designated change areas
- maintain good hygiene practices
- consume food and drink only in designated areas
- not consume any food and drink in the indoor pool, with the exception of water in non-glass bottles

Patrons must not enter water if they:

- are unwell,
- have had gastro symptoms in the past 14 days,
- have open wounds or infectious conditions,
- or may pose a health risk.

Patrons who do not comply with these health and safety requirements may be refused entry or directed to leave the Centre in accordance with Section 2.3.

5. Lost Property

While reasonable efforts may be made to assist patrons in locating lost items, the Centre accepts no responsibility for lost, stolen or damaged property.

Lost property that is handed in will be retained for a limited period at the Centre's discretion. Unclaimed items may be donated, disposed of or otherwise dealt with after the retention period.

Patrons are encouraged to label personal belongings and check that all items have been collected before leaving the Centre.

6. Photography, Filming and Privacy

Photography, filming or audio recording is strictly not permitted at the Centre unless authorised by Centre management.

> The Centre may conduct promotional photography and recording for promotional, marketing, and operational purposes.

By entering the Centre, you acknowledge that you may appear incidentally in authorised photography, filming or audio recordings unless you notify staff otherwise. Reasonable efforts will be made to accommodate requests not to appear in promotional photography, filming or audio recordings; however, this cannot be guaranteed in all circumstances.

7. Memberships

Memberships provide convenient access to the Centre and are subject to the following conditions.

7.1 General Conditions

- Prepaid memberships are for a specified term and are not ongoing unless renewed.
- Direct Debit memberships renew automatically each fortnight and can be cancelled with 14 days written notice.
- Memberships are personal and may only be transferred with the approval of the Centre.
- Membership benefits vary depending on the membership type purchased.
- Memberships are subject to the completion of a pre-exercise screening tool as determined by the Centre
- New members are required to undertake an orientation prior to using the gyms to ensure correct use of the gym facilities.
- Members between the ages of 14 and 18 must provide written consent by a parent or guardian to enter into a membership contract.
- Additional fees may apply for programs, services or activities.

7.2 Access Tags

- Members will be issued with an access tag at the commencement of their membership for entry to the Centre.

- Access tags remain the property of the Centre and must only be used by the member to whom they are issued.
- A $20 deposit is charged for a membership access tag.
- The deposit will be refunded on the return of the access tag.
- Access tags are not transferable and must not be shared with any other person.
- A breach of this policy will result in membership termination.
- Lost, stolen or damaged access tags should be reported to the Centre as soon as practicable.
- Replacement fees may apply.

7.3 Membership Extensions

- Prepaid memberships may be extended for approved travel or medical reasons.
- Travel extensions are subject to approval by the Centre
- Medical and travel extensions require appropriate supporting documentation.
- The Centre reserves the right to request reasonable evidence in support of any extension request.
- The minimum extension period is 1 week.
- Any approved extension will extend the membership expiry date by the approved extension period.
- Extension requests should be submitted before the membership expires. Requests received after the membership has expired may only be considered in exceptional circumstances at the Centre's discretion.
- All membership extension requests are assessed on a case-by-case basis. The provision of supporting documentation does not guarantee approval, and the Centre reserves the right, in its absolute discretion, to approve, decline or limit any extension request.
- Maximum one travel or medical extension per membership period.
- Maximum twelve-month extension period, per membership period.
- Direct Debit memberships cannot be suspended.
- Supporting documentation can either be supplied via email to the Centre or sighted by Centre staff who will either action the extension process or pass onto an appropriate colleague to action.

7.4 Payments

- Membership fees must be paid in full at the time of purchase unless otherwise approved by the Centre
- Memberships will not be activated until all applicable fees are paid
- Any outstanding fees owing to the Centre may result in suspension of membership access until the account is brought up to date

7.5 Cancellation and Cooling-Off Period

- New prepaid memberships are subject to a 14-day cooling-off period from the date of purchase.
- During the cooling-off period, a member may cancel their membership and receive a refund of the membership fee less any applicable administration fees and the value of any services or facility access already used.
- No refunds will be provided after the expiry of the cooling-off period except where required by Australian Consumer Law.

- Personal Training sessions require at least 24 hours' notice of cancellation, or the full cost of the session is payable.
- Reformer Pilates sessions are not refundable for casual bookings. Bookings made using the reformer visit pass are recredited to the pass if cancelled 15 or more minutes prior to the class. Cancellation made within 15 minutes of the start of the class will not be recredited.
- Direct Debit memberships can be cancelled at any time. Please refer to the Direct Debit Request Agreement for further information. The Enrolment Fee is non-refundable.

7.6 Suspension and Cancellation

We may suspend or cancel membership where a patron:

- breaches these Terms and Conditions,
- behaves in an unsafe, abusive, disruptive or inappropriate manner,
- misuses facilities, services or membership benefits; or
- provides false or misleading information.

7.7 Membership Transfers

- Requests in writing to transfer a prepaid membership to another person may be considered at the Centre's discretion.
- Any approved transfer may be subject to administrative requirements or fees.

8. Membership Direct Debit Fees

These Terms & Conditions are to be read in conjunction with the DDR Service Agreement in Section 10.

We Direct Debit customers in advance on a fortnightly basis.

Management reserve the right to change the following fees and will notify all current Direct Debit members via email 30 days prior to the change coming into effect.

- DD Enrolment fee (non-refundable): $90.00
- Fortnightly gym membership: $42.00
- Tag deposit (refundable upon returning the access tag): $20.00
- Dishonour fee: $10.00
- Cancellation fee: $0

8.1 Cancellation, Termination, and Access Suspension

By signing up to a Direct Debit membership, you agree to automatically continue your membership on a fortnightly basis.

You can cancel your membership anytime by providing written notice to **gym@clemjonescentre.com.au** Please include the final day of your membership

Failed Direct Debit payments will lead to immediate suspension of gym and pool access. Your access will be reinstated upon receipt of payment. This can be done via the Clem Jones Centre App or the Online Portal. Our system will continue to debit your account every fortnight unless the agreement has been cancelled by you in writing.

We reserve the right to terminate the Direct Debit agreement and your Gym Membership after three (3) failed payments, and you will be required to re-join if you wish to continue your membership. Please note, there may be a waitlist, and immediate access is not guaranteed. You will also be required to pay the DD Enrolment fee again.

9. Learn To Swim Fees

These Terms & Conditions are to be read in conjunction with the DDR Service Agreement in Section 10. We Direct Debit customers in advance on a fortnightly basis.

Management reserve the right to change fees and will notify all current Direct Debit payers via email 30 days prior to the change coming into effect.

- Fortnightly fee: $46.00
- Dishonour fee: $10.00
- Cancellation fee: $0

9.1 Cancellation, Termination, and Access Suspension

Direct Debit can be cancelled anytime by providing 2 weeks written notice to **cjswimschool@clemjonescentre.com.au**. Please include the final class date you will be attending.

Failed Direct Debit payments attract a dishonour fee per fee schedule above. Failed Direct Debit payment will not result in an automatic payment attempt. Payment for the outstanding amount can be made via the Clem Jones Centre App or the Online Portal.

If we haven't received payment by your next Learn to Swim class(es), we reserve the right to refuse access. Important: The first failed Direct Debit attempt will not result in enrolment cancellation. If a second consecutive attempt fails and the account is still in arrears, you will receive contact from Clem Jones Centre that the enrolment has been cancelled.

We will automatically terminate the Direct Debit agreement and cancel your Learn to Swim class(es) after two (2) failed payments. If you wish to resume your Learn to Swim class, please note, your preferred day and time might not be available.

Members may suspend their lessons for up to two (2) weeks per calendar year, with a minimum suspension period of one (1) week at a time. During a suspension period, a 50% fee of the regular lesson cost will apply to hold the participant's place in the program.

9.2 Consideration for Special Circumstances

Refund requests due to medical situations or critical emergencies will be considered by the Clem Jones Swim School Management team on a case-by-case basis, where written requests and medical certificates are submitted.

9.3 Semi Private (2 or 3) & Private Swim Lessons

- All private lessons must be signed up on Direct Debit.
- The system will Direct Debit fortnightly for 2 lessons in advance.
- We require a minimum of 2 hours' notice for absences for private lessons to receive a full credit for the lesson. If we do not receive at least 2 hours' notice, the full private lesson amount will be charged.
- Absences must be notified in writing via email to **cjswimschool@clemjonescentre.com.au** or on the Clem Jones Centre APP. so we can track the time and date of the reported absence. Please do not call the centre to advise private lesson absences.
- If a medical certificate can be provided for less than 2 hours' notice, you may apply in writing to management for credit of lesson consideration.

9.4 Public Holidays, Pupil Free Days and Forced/Other Closures

Swim classes that fall on public holidays and during forced or other closures will not be charged as we do not operate on these days.

Learn To Swim is open and operational on all student free days.

10. DDR Service Agreement

DDR Service Agreement

worldpay
for platforms

TERMS AND CONDITIONS

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with Payrix Australia and the Business. It also details what our obligations are to you as your Direct Debit Provider. We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form

I/We hereby authorize Payrix Australia Pty Ltd (ABN: 63 135 196 397) Direct Debit User ID 382220 to make periodic debits on behalf of the "Business" as indicated on the front of this Direct Debit Request (herein referred to as the Business)

I/We acknowledge that Payrix Australia is acting as a Direct Debit Agent for the Business and that Payrix Australia does not provide any goods or services and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

I/We acknowledge that Payrix Australia and the Business will keep any information (including account details) contained in the Direct Debit Request confidential. Payrix Australia and the Business will make reasonable efforts to keep any such information that we have about you secure and to 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.

We will only disclose information that we have about you:

(a) to the extent specifically required by law; or

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

I/We acknowledge that the debit amount will be debited from my/our account according to the Direct Debit Request, this Agreement and the terms and conditions of the agreement with the Business.

I/We acknowledge that bank account details have been verified against a recent bank statement to ensure accuracy of the details provided. If uncertain you should contact your financial institution.

I/We acknowledge that is my/our responsibility to ensure that there is sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight; however transactions can take up to three (3) business days depending on your financial institution. 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, I/We agree that Payrix Australia will not be held responsible for any fees and charges that may be charged by your financial institution.

I/We Acknowledge that there may be a delay in processing if:

1) There is a public or bank holiday on the day, or any day after the debit date

2) A payment request is received by Payrix Australia on a day that is not a Banking Business Day

3) A payment request is received after normal operational hours, being 2.30pm Monday to Friday. Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise the Business to vary the amount of the payments from time to time as provided for within the Business agreement. I/We authorise Payrix Australia to vary the amount of the payments upon instructions from the Business.

I/We do not require Payrix Australia to notify me/us of such variations to the debit amount.

I/We acknowledge that the total amount billed will be for the specified period for this and/or subsequent agreements and/or amendments.

I/We acknowledge that the Business is to provide 30 days notice if proposing to vary the terms of the debit arrangements.

I/We acknowledge that variations to the debit arrangement will be directed to the Business.

I/We acknowledge that any request to stop or cancel the debit arrangement will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming you are advised to contact your financial institution.

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 solicitor fees and collection agent fees appointed by Payrix Australia.

I/We authorise Payrix Australia to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that if specified by the Business, a setup, variation, dishonour, SMS or processing fees may apply as instructed by the Business.

I/We authorise:

1) The Debit User to verify details of my/our account with my/our financial institution

2) The Financial Institution to release information allowing the Debit User to verify my/our account details.

Payrix Australia Pty Ltd

ABN: 63 135 196 397

P.O Box 6290, Upper Mt Gravatt, Queensland

4122 Ph: 07 3040 4320 Fax: 07 3343 8590

11. Learn To Swim Enrolments

Your child will be placed in a class and will attend on the same day and time each week.

Enrolments can be made up to 2 weeks in advance.

You can enrol your child via the Clem Jones App or web browser.

You must download, and log into the Clem Jones app, where you:

- Agree to our policies and procedures
- Book your makeup lessons
- Change classes
- Apply for waitlist requests
- Organise your Direct Debit and pay any outstanding fees

12. Learn To Swim Make-Up Lessons

Unlimited Make-Up lessons will be offered per swimmer, if the Clem Jones Centre Swim School is notified of an absence, for any reason, at least 1 hour prior to the start of the swimmer's lesson for the day.

These must be managed through our Clem Jones Centre App. Makeups are not transferable from one swimmer to another.

Absences can be notified up to 28 days in advance.

Make-Up lessons for absenteeism must be taken within 60 days of the missed lesson. If it is not taken within 60 days, the make-up lesson expires. Make-up lessons can be booked up to 14 days in advance.

Make-up lessons will be offered in an event of a pool or lesson closure due to an issue outside of the Clem Jones Centre Swim School control e.g., plant room issues, health and safety or staffing issues.

Swimmers must have an active enrolment to utilise their Make-Up lessons. Makeup lessons can only be utilised while a child is enrolled. Once unenrolled, make-ups cannot be accessed and all outstanding makeup lessons will be cancelled.

Make-Up lessons can only be offered where a suitable place is available and are not guaranteed.
A Make-Up lesson cannot be changed or re-scheduled after the booking has been made. If the Make-Up lesson is cancelled or unattended, the Make-Up lesson will be forfeited.

Make-Up lessons are not given during our Holiday Block program.

13. Learn To Swim Cancellations and Refunds

To cancel your swimming lesson, we require 2 weeks' notice in writing (email), sent to **cjswimschool@clemjonescentre.com.au**

No refunds will be given for cancelled lessons.

Refunds will only be issued if the Clem Jones Centre Swim School is responsible for an error, e.g. have overcharged an account.

Credits given at the Clem Jones Centre Swim School's discretion will be added to an active Direct Debit.

Non-attendance is not a reason for non-payment of lessons, as it is your responsibility to notify us of any changes to your student's enrolment(s).

14. Multi-Visit Passes

Multi-visit passes provide flexible access to eligible facilities and programs and are subject to the following conditions.

14.1 Pass Validity

- Multi-visit passes are valid for the number of entries specified at the time of purchase.
- Passes expire 1 year from the date of purchase unless otherwise stated.
- Unused entries cannot be used after the expiration date.

14.2 Usage Policy

- Each Centre visit deducts one use from the applicable pass balance.
- Only one entry per person per visit/session is permitted.
- Passholders must check in by scanning their pass or by being manually checked in at reception.

14.3 Conditions of Use

- Passholders must comply with these Terms and Conditions, including all Conditions of Entry, Centre rules, behaviour requirements, attire requirements and safety protocols.
- Entry and class participation remain subject to Centre capacity limits, hours of operation, safety requirements and operational constraints.
- The Centre reserves the right to suspend, revoke or cancel passes for rule violations, misuse or misconduct without refund.

14.4 Transfer and Sharing

- Passes are intended for individual use unless otherwise specified (e.g., family or group passes).
- Sharing individual passes with others is prohibited and may result in cancellation.
- Pool passes do not grant access to aqua fitness classes.

- Gym passes do not grant access to Pilates reformer classes.

14.5 Refund and Cancellation

- Refunds will be issued only for the remaining, unused portion of the pass.
- No refunds will be issued after the pass has expired.
- Passes cannot be paused or transferred due to non-use.

15. Kids Club Terms and Conditions

15.1 Bookings and Entry

- Bookings are required for all children attending the Kids Club and must be made online via our app or customer portal.
- Bookings may be made up to seven (7) days in advance and up to sixty (60) minutes prior to the commencement of the session.
- Children without a valid booking will not be permitted to enter or use the Kids Club.
- Children must be aged between six (6) weeks and twelve (12) years, inclusive, to use the Kids Club.

15.2 Multi-Visit Passes

- Multi-visit passes are valid for the number of visits or entries specified at the time of purchase.
- Multi-visit passes are issued for the individual child named at the time of purchase and may not be shared or transferred between children.
- Unless otherwise stated at the time of purchase, all multi-visit passes expire one (1) year from the date of purchase.
- Any unused entries remaining on a multi-visit pass after the expiry date will be forfeited and cannot be used, transferred or refunded.

15.3 Cancellations and No-Shows

- Cancellations made less than sixty (60) minutes before the scheduled session time will be considered late cancellations.
- Late cancellations and no-shows will result in the forfeiture of the applicable session fee or visit.
- Casual bookings are non-refundable upon cancellation, regardless of when the cancellation is made.
- Where a booking has been made using a multi-visit pass, the visit will be credited back to the child's multi-visit pass provided the booking is cancelled at least sixty (60) minutes prior to the scheduled session time.
- Where a multi-visit pass booking is cancelled less than sixty (60) minutes prior to the scheduled session time, the visit will be forfeited and will not be credited back to the multi-visit pass.
- Where a child does not attend their booked session without cancelling (no-show), the applicable session fee will be forfeited for casual bookings, and the visit will be deducted from the multi-visit pass.
- Cancellations must be made through the applicable booking system, app or customer portal. Verbal or informal notification to Kids Club staff may not constitute a valid cancellation.

- The Kids Club reserves the right to apply the cancellation and no-show policy consistently to all bookings, except where an exception is expressly approved by management.

15.4 Parent and Guardian Requirements

- A parent or legal guardian must remain on the premises for the entire duration that their child is attending the Kids Club.
- Parents and guardians must advise Kids Club staff of their location while their child is in the Kids Club.
- Parents and guardians are responsible for ensuring that their contact details and their child's details are accurate and up to date. These details may be required by Kids Club staff in the event of an emergency or where contact is otherwise necessary.
- Parents and guardians must sign each child individually into the Kids Club register upon arrival and sign each child out upon collection.
- Children must be collected before the conclusion of their booked session.
- Kids Club staff may contact a parent or guardian if a child becomes unsettled or upset, displays disruptive or antisocial behaviour, requires a nappy change, or for any other reason staff consider appropriate. Parents or guardians are required to return to the Kids Club promptly when contacted.

15.5 Health, Hygiene and Medical Conditions

- Children who are unwell or displaying symptoms of illness must not attend the Kids Club.
- If Kids Club staff reasonably determine that a child is too unwell to remain in the Kids Club, the child's parent or guardian will be contacted and must promptly collect the child.
- Parents and guardians must promptly notify Kids Club staff if their child develops or has been exposed to a communicable illness following attendance at the Kids Club.
- Parents and guardians must notify Kids Club staff in writing of any allergies, medications, medical conditions or other relevant health information that may affect their child while attending the Kids Club. Where applicable, a current medical or action plan should also be provided.
- Parents and guardians must promptly notify Kids Club staff in writing of any changes to their child's allergies, medications, medical conditions or other relevant health information.

15.6 Food and Allergens

- No food is permitted in the Kids Club.
- Children may bring a drink bottle only. All drink bottles must be clearly labelled with the child's name.
- The Kids Club operates a **ZERO TOLERANCE policy for nuts and eggs**. Nuts, eggs and products containing nuts or eggs must not be brought into the Kids Club.

15.7 Toileting and Nappy Requirements

- Children who are toilet trained must be taken to the toilet prior to entering the Kids Club.
- Babies and toddlers who are still using nappies must have a clean and dry nappy before entering the Kids Club.

- Parents or guardians may be contacted by Kids Club staff if a child requires a nappy change or other toileting assistance. Parents or guardians must return promptly to attend to their child when contacted.

15.8 Toys and Personal Items

- External toys should not be brought into the Kids Club.
- This requirement is intended to support a safe and inclusive environment for all children and to minimise the risk of loss, damage, disputes or injury.

15.9 Nature of the Kids Club Service

- The Kids Club provides users with informal, 'adjunct care' for their children, as applicable under the **Education and Care Services Act 2013 (ECS Act)**.
- The Kids Club is intended to provide a supervised service while parents or guardians remain on the premises and available to attend to their child when required.

15.10 Compliance and Exclusion

- Parents, guardians and children are required to comply with these Terms and Conditions and any reasonable directions given by Kids Club staff.
- Regular or repeated breaches of these Terms and Conditions may result in the suspension or exclusion of the child and/or parent or guardian from the Kids Club.
- The Kids Club reserves the right to take appropriate action where necessary to maintain the safety, wellbeing and comfort of children, parents, guardians and staff.

16. Hydrotherapy Terms and Conditions

16.1 Acceptance of Terms

The Trevor Bishop 25m Indoor Pool ("Indoor Pool") is operated by Camp Hill Carina Welfare Association trading as Clem Jones Centre ("Centre", "we", "our" or "us").

These Hydrotherapy Pool Terms and Conditions apply specifically to use of the Hydrotherapy Pool and are subject to the overall **Clem Jones Centre Terms and Conditions**.

By using the Hydrotherapy Pool, you acknowledge and agree to comply with these Terms and Conditions, as well as the general Terms and Conditions, Conditions of Entry, signage and reasonable directions from Centre staff.
Where these Terms and Conditions differ from the general Clem Jones Aquatic Centre Terms and Conditions, these Hydrotherapy Pool Terms and Conditions apply to the extent of the difference.

16.2 Purpose of the Hydrotherapy Pool

The Hydrotherapy Pool is a specialised aquatic environment designed to support:

- rehabilitation and recovery;

- gentle therapeutic exercise;
- low-impact mobility work;
- supervised hydrotherapy programs;
- pain management and recovery;
- Aqua Aerobics and Aqua Pilates and other Aqua Fitness classes;
- Clem Jones Swim School activities;
- approved school swimming activities; and
- other activities approved by the Clem Jones Aquatic Centre

The Hydrotherapy Pool is not intended to operate as a general lap swimming or fitness training pool during designated hydrotherapy hours.

16.3 Hydrotherapy Hours

Hydrotherapy conditions apply between **6:00am and 3:00pm Monday to Friday**, except where the pool is being used for Clem Jones Swim School or approved school swimming activities under the direction of Clem Jones Centre coaches or swimming instructors.

Hydrotherapy hours and pool availability may change from time to time due to programming, maintenance, water quality, staffing, events, operational requirements or other circumstances

16.4 Designated Areas and Booked Activities

The Hydrotherapy Pool is used for a range of programs, lessons and approved activities. From time to time, specific areas of the pool may be designated or booked for activities including:

- Aqua Fitness classes;
- Learn-to-Swim lessons;
- hydrotherapy or rehabilitation sessions conducted by approved practitioners;
- school swimming or other organised programs; and
- other activities approved by the Clem Jones Aquatic Centre.

When an area of the Hydrotherapy Pool is designated or booked for a specific activity, that area is reserved for the participants of that activity for the duration of the session.

Other patrons must remain outside the designated area and must not enter, swim through or otherwise interfere with the activity.

The availability of other areas of the Hydrotherapy Pool will depend on the activity being conducted and the space available at the time. Patrons must follow any signage or directions from Centre staff regarding areas available for general use.

The Centre may designate or book different areas of the Hydrotherapy Pool from time to time depending on programming, bookings and operational requirements.

16.5 Restricted Activities

To support the purpose of the Hydrotherapy Pool and the safety and comfort of all users, the following activities are not permitted during designated hydrotherapy hours:

- lap swimming;
- continuous end-to-end swimming;
- fast or forceful kicking;
- use of kickboards for swimming or fitness purposes;
- high-velocity swimming or propulsion;
- sprinting or high-intensity swimming;
- activities that create excessive turbulence or water movement; and
- recreational swimming or other activities that are inconsistent with the purpose of the Hydrotherapy Pool.

These restrictions apply to all users of the Hydrotherapy Pool and are based on the activities being undertaken, rather than the individual using the facility.

Centre staff may ask a person to modify or cease an activity where it is inconsistent with these conditions or may interfere with the safety, comfort or use of the pool by others.

16.6 External Practitioners and Professional Services

The Hydrotherapy Pool may be used by external health, fitness or allied health practitioners and their clients where this use has been approved by the Clem Jones Aquatic Centre.

The Centre may approve professional or commercial use under casual access arrangements, bookings or a separate commercial agreement.

The Centre may change or transition these arrangements from time to time and may require practitioners to enter into a separate commercial agreement or comply with additional conditions for ongoing use.

Payment of casual pool entry, membership or pass fees does not, by itself, establish an ongoing right to provide professional, therapeutic or commercial services at the Centre.

Professional or commercial use includes, but is not limited to:

- physiotherapy;
- hydrotherapy;
- exercise physiology;
- rehabilitation services;
- personal training;
- therapeutic exercise;
- paid instruction; and
- other professional or commercial services.

Where professional or commercial use has been approved, the practitioner must comply with any conditions or requirements set by the Centre relating to the use of the facility.

External practitioners must:

- comply with these Terms and Conditions and the Clem Jones Aquatic Centre Terms and Conditions;
- follow reasonable directions from Centre staff;
- avoid unreasonably interfering with other patrons or Centre programs;
- not occupy areas or equipment for exclusive use unless approved;
- not bring or use equipment for professional or commercial purposes without approval;
- maintain any qualifications, registrations, licences or insurance required for their professional services; and
- be responsible for the professional or clinical services they provide to their clients.

External practitioners must not represent themselves as employees or agents of the Clem Jones Centre unless they are authorised to do so.

16.7 Compliance with Aquatic Centre Terms and Conditions

All users of the Hydrotherapy Pool must comply with the Clem Jones Aquatic Centre Terms and Conditions, including the general Conditions of Entry, health and safety requirements, and any applicable rules relating to conduct, supervision, photography, use of facilities and staff directions.

The Clem Jones Aquatic Centre may restrict or refuse access where a person does not comply with these Hydrotherapy Pool Terms and Conditions or the applicable Clem Jones Aquatic Centre Terms and Conditions.

The Centre may also update these Terms and Conditions from time to time to reflect changes to the facility, programming, operations or safety requirements.

17. Closures

- In the event of an unplanned closure (e.g., weather, maintenance), the pass will not be paused unless the Centre closes for an extended period (14+ days).
- Class cancellations due to instructor illness or other unforeseen events may be rescheduled or credited at the Centre's discretion.
- Planned closures or schedule changes will be posted in advance; no compensation is provided.

18. Waiver and Liability

- Use of the pool facilities and participation in aqua classes is at your own risk.
- The Centre is not liable for injury, loss, or damage sustained while using the pass or participating in any activity.

19. Modification of Terms

- The Centre reserves the right to modify these terms and conditions at any time without prior notice.
- Updates will be posted on the Centre's website and/or notice boards.

20. School and Group Bookings

School, holiday program, community, sporting club and other group bookings are subject to availability and any booking conditions advised by the Centre. Where applicable, additional booking terms and conditions form part of the booking agreement.

21. Pool Parties

Pool parties are subject to availability and must be booked in accordance with the Pool Party Terms and Conditions, which form part of the booking agreement.

22. Weather and Operational Closures

Certain events may occur that are beyond the reasonable control of the Centre and may affect normal operations of the Centre.

As a result, the Centre may be required to close facilities or modify operations for safety, maintenance or operational reasons.

Facilities may close due to:

- severe weather
- lightning
- maintenance
- water quality issues
- emergencies
- operational requirements

Closures do not automatically entitle patrons to refunds or compensation. Where practical, affected patrons will be notified of significant closures through available communication channels.

23. Payments, Refunds and Gift Vouchers

The following conditions apply to payments, refunds and gift vouchers purchased through the Centre.

- Prices are in AUD and may change without notice
- Refunds apply where required by Australian Consumer Law or stated policy
- Refunds or compensation will be considered on a case-by-case basis at the Centre's discretion
- We accept card or online payments only. We **do not** accept cash.

23.1 Gift Vouchers

- Gift vouchers are issued with a monetary value and may be redeemed up to the available balance.
- Gift vouchers expire three years from the date of issue unless otherwise required by law.
- Gift vouchers may be used for partial or full payment of eligible products and services offered by the Centre.
- Any remaining balance may be used for future purchases until the voucher expires.
- Gift vouchers are not redeemable for cash, except where required by law.
- Lost, stolen, altered, damaged or illegible vouchers may not be replaced or accepted.
- Gift vouchers are non-refundable.

24. Website and Online Services

Use of the Clem Jones Centre website and online services is governed by the Centre's Website Terms and Conditions.

25. Medical and Fitness Acknowledgement

Participation in aquatic and fitness-related activities involves an inherent level of risk. You are responsible for ensuring you are medically fit to participate and should seek medical advice where necessary.

Completion of a Pre-exercise Screening Tool where required is mandatory and must be done to the best of your knowledge.

26. Limitation of Liability

To the maximum extent permitted by law:

- Use of the Centre is at your own risk
- The Centre excludes liability for injury, loss, damage, illness, or death arising from use of facilities, programs and services
- You indemnify the Centre, its employees, volunteers, contractors and agents against claims arising from your conduct to the extent permitted by law
- Nothing excludes rights under Australian Consumer Law.

27. Force Majeure

Certain events may occur that are beyond the reasonable control of the Centre and may affect normal operations of the Centre.

The Centre is not liable for delays, interruptions, cancellations or service disruptions arising from events beyond its reasonable control, including:

- severe weather
- floods
- power outages

- government restrictions
- pandemics
- emergencies

28. Privacy

Personal information is collected for operational, safety and service purposes and handled in accordance with applicable privacy laws and the Centre's Privacy Policy. By providing personal information to the Centre, you consent to its collection, use and disclosure in accordance with our Privacy Policy.

29. Severability

If any provision of these Terms and Conditions is found to be invalid, illegal or unenforceable, the remaining provisions will continue in full force and effect.

30. Governing Law

These Terms are governed by the laws of Queensland, Australia.

31. Contact Us

Clem Jones Centre
56 Zahel Street
Carina QLD 4152

Aquatics Reception: 07 3398 2107
Email: admin@clemjonescentre.com.au

Gym Reception: 07 3733 3245
Email: gym@clemjonescentre.com.au

Learn To Swim School: 07 3324 9391
Email: cjswimschool@clemjonescentre.com.au

For enquiries regarding these Terms and Conditions, please contact the relevant departmental reception or through the Centre's official website https://clemjonescentre.com.au/