

Northcote Aquatic Swim Bright Learn to Swim Program

Terms and Conditions

Effective: Thursday, July 25th, 2024



Northcote
Aquatic
& Recreation
Centre

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1. Introduction

These terms and conditions (**Conditions**) govern participation in the Swim Bright Learn to Swim Program, delivered by Clublinks Management Pty Ltd (**Clublinks**) on behalf of the Darebin City Council at the Northcote Aquatic Recreation Centre (**NARC**). NARC is owned by the Darebin City Council and operated by Clublinks. Clublinks may amend these Conditions from time to time by giving you 28 days' notice. Clublinks may terminate participation in the Swim Bright Learn to Swim Program or any NARC program conducted by Clublinks (**Program**) for any reason.

You apply, either yourself or on behalf of a participant under the age of 18 as their parent/guardian (referred to as "**you**"), for approval to participate in the Program. In consideration of the application being accepted, you (or you and the participant(s)) acknowledge and agree to the Conditions below. You agree to these Conditions on your own behalf, or where relevant also on behalf of the participant.

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY. BY SUBMITTING YOUR APPLICATION / ENROLMENT FORM COMPLETED THROUGH THE ONLINE CLIENT PORTAL, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE CONDITIONS.

2. Cooling Off Period

2.1. Cooling Off Period: There is a 7-day cooling off period for all membership types. If membership is cancelled during this period, the regular 28-day cancellation period will be waived, and all future fees after the cooling off period will be cancelled. Any charges for lessons attended during this the cooling off period will not be refunded. You must let Clublinks know in writing of the cancellation of your membership at any time during the cooling off period. Your written cancellation can be emailed to Clublinks at aquatics@northcoteaquaticrecentre.com.au.

3. Access to Facility & Programs

3.1. Facility Access: Swim Bright members can use the aquatic areas for casual use any day and time outside of their enrolled lesson during operational hours of NARC. One parent/guardian of a Swim Bright member who is under the age of 5, will also have casual access into the facility, when accompanying the child, free of additional charge.

3.2. Watch Around the Water Guidelines: Adherence to the Watch Around the Water guidelines is mandatory.

- All children under 5 must be "within arm's reach" of their Responsible Adult.
- All children Under 10 must be constantly and actively supervised by their Responsible Adult.

Note – A "Responsible Adult" must be aged 16 years or older and able to enter the water in the event of an emergency. When the "within arm's reach" condition exists, the Responsible Adult must enter the water with their child and be ready to rescue their own child should they come into difficulty. When the "constant and active supervision" condition exists, the Responsible Adult must maintain the ability to provide immediate assistance should their child come into difficulty.

3.3. Facility Hours: Opening hours and facility access may vary due to public holidays and operational circumstances. Updates will be communicated promptly through SMS and email. Ensure your contact details are up to date via your Online Client Portal.

3.4. Usual Facility Operating Hours:

- Monday to Friday, 6 am to 10 pm
- Saturday, 6 am to 8 pm
- Sunday 8am – 8pm
- Public Holiday: Program closed

4. Enquiries & Lesson Information

4.1. Contact Information: All enquiries should be directed to aquatics@northcoteaquaticreccentre.com.au.

4.2. Child's Progress: For information regarding your child's progress, contact the Learn to Swim Coordinator or Pool Deck Supervisor in person at the on-deck desk or via email.

4.3. Instructor Communication: To speak with an instructor or teacher, please speak to the Pool deck supervisor, who can relay any relevant information to the staff member, please refrain from long conversations with the teaching team.

4.4. Swim Bright Lessons are of 30 minutes duration.

4.5. Murray and Darling Lessons require a parent or guardian in the water. The Bells classes are considered transitional lessons, and a parent/guardian is expected to enter the water with their child or sit on the poolside until the child shows independence and emotional confidence to participate alone or to the discretion of the instructor.

5. Applications and Enrolment

5.1. Parent/Guardian Signature: Application/Enrolment forms must be completed through the Online Client Portal and signed by a parent or guardian over 18 years old.

5.2. Swim Assessment: Except for preschool and non-swimmer participants, all Swim Bright participants must undergo assessment or complete the online questionnaire before beginning their first lesson. If the questionnaire was completed a supplemental assessment may be required of some participants.

5.3. Availability: Places in swim classes depend on availability and on behalf of Clublinks' discretion. Make up spots are dependent on other students signing out of classes. Clublinks accepts no responsibility for providing make up times or finding slots for students.

5.4. Medical Information: All relevant medical information for each participant must be declared during application.

6. Payments & Concession Eligibility

6.1. Direct Debit: NARC Swim Bright payments will be processed fortnightly through direct debit, following the fortnightly payment cycle. Direct Debit is charged in advance for future bookings. Public Holiday lesson bookings will still incur a Direct Debit charge.

6.2. Rolling Basis: NARC Swim School operates on a rolling basis. The Direct Debit will continue over any LTS shut down periods. In the event of a facility closure, the Direct Debit will be paused.

6.3. Membership Wrist band: All participants will receive a NARC facility membership wristband for lesson attendance recording and access to facility outside lesson times.

6.4. Fee Changes: NARC Swim School Program Fees are subject to change at any time.

6.5. Concession Eligibility require one of the following identifications for those requesting a concession rate:

- Tertiary Student Card
- Government issued Health Care Card
- Government issued Pension Card
- Veterans Affairs Card
- Government issued Carers Card

The concession is applicable to both the account holder and any linked family members. The card must be presented at reception prior to the enrollees first lesson.

7. Transaction Fees and Rejections

It is your responsibility to ensure that there are enough funds in your account to allow a debit payment to be made. If there are insufficient funds in your account to meet a debit payment you may be charged a fee and/or interest by your financial institution. Transaction fees apply to all bank account, credit, and debit card transactions and are outlined [here](#).

Failed transaction Fee - \$10 per failed or returned transaction attempt.

Transaction fee costs are subject to change.

8. Discounts

No Other Discounts: No other discounts apply, and discounts cannot be combined.

9. Non-Attendance

9.1. Notice Requirement: Non-attendance must be reported at least 8 hours before the lesson's start via signing out from a specific class booking via the Online Client Portal.

9.2. Refunds/Credits: No refunds or credits are provided for missed lessons. Marked non-attendance in line with 9.1 allows one (1) Make-Up session, which is automatically applied.

9.3. Freeze Option: Swim Bright Members are eligible for a 4-week suspension option instead of non-attendance. See Suspension below.

10. Make-Up Lessons

10.1. Make-Up Lesson: Members receive one (1) Make-Up Lesson per marked non-attendance.

10.2. Expiry: Make-Up Sessions expire one (1) month from the date of non-attendance.

10.3. Booking: Make-Up lessons should be booked via the Online Client Portal, not exceeding 7 days in advance, and can only be applied where there is availability.

10.4. Forfeiture: All Make-Up lessons are forfeited upon cancellation of your membership.

10.5 Make up lesson extension is at the discretion of the Learn to Swim Coordinator or Aquatics Manager.

11. Credits

11.1. Credit: Swim Bright members receive credits for charged sessions if the class is cancelled by the business.

11.2. Public holidays: Swim Bright members will receive a make-up token for any cancelled lessons that fall on a public holiday. Credits can be applied at the discretion of the Aquatics Manager.

12. Freezes (suspensions)

12.1. Complimentary Freezes: Swim Bright members can have up to 4 weeks of complimentary freeze per calendar year. Freezes must be a minimum of 7 days.

12.2. Freeze Request: Submit Freeze request to aquatics@northcoteaquaticreccentre.com.au
Backdating Freeze is not allowed.

12.3. Timing: Freezes must be submitted before the next Direct Debit is processed. Please refer to the Northcote Aquatic and Recreation Centre website for the Direct Debit Calendar and notice periods. Cancellation during a suspension period is prohibited.

13. Cancellation

13.1. Cancellation Notice: Swim Bright enrolments can be cancelled by you at any time by giving Clublinks a minimum of 28 days' written notice by email to aquatics@northcoteaquaticreccentre.com.au.

13.2. Fees During Notice Period: All fees are payable during the 28-day notice period and cannot be cancelled during suspension periods.

13.3 In the event of a medical cancellation, and with a doctor's medical certificate, the 28-day notice period may be waived by Clublinks.

13.4 Cancellation notice period begins on the date of initial request. You are responsible for payment to us that fall within the 28-day cancel period. Freeze requests are not permitted during the 28-day Cancellation period. Payment of any past due balance is required prior to a cancellation request being actioned.

13.5 If you wish to cancel your membership, you may register notice by:

Requesting a cancellation form be sent via email to aquatics@northcoteaquaticreccentre.com.au

13.6 Upon receipt of your cancellation form, a member of our Aquatics Team will be in contact to confirm the details of your cancellation.

13.7 Term Based Memberships where memberships are valid for a set period of time will end on the specified end date and cannot be cancelled, frozen, or refunded.

14. Refunds

14.1. Refund Requests: All refund requests must be made in writing via email to aquatics@northcoteaquaticrecentre.com.au and are at the discretion of the Aquatic Manager.

14.2. Processing Time: Refunds may take a minimum of 14 days from Aquatic Manager approval.

15. Swim School Closures

15.1. The Swim Bright Swim Program is closed on public holidays and noted holiday periods as advised by NARC staff. Clublinks will update Swim Bright members on holiday closures both in person and via online correspondence. A make-up token will be credited to the account to allow for the missed class.

15.2. The Swim Bright Swim program at NARC may be closed due to unforeseen circumstances including government restrictions, air and water quality or weather events. Credits will be applied for classes missed due to cancellation.

16. Photography and Video Recording

No Photography or Video Recording by participants within the NARC, except with a manager's prior written approval. Unlawful recording will result in legal action.

17. Aquatic Area Conditions of Use

17.1 You must abide by the following conditions of use when swimming at NARC to promote a safe environment and positive experience for all.

- Children under 10 years of age must be constantly and actively supervised by a Responsible Adult at all times. If unaccompanied by a Responsible Adult a child may be removed from water at the discretion of NARC staff. The Responsible Adult must position themselves to have a clear view of the child with no physical or structural barriers between them and the child/children.
- Children under the age of 5 must be accompanied by and swim within arm's reach of a Responsible Adult at all times.
- Please ensure you (and your children) shower in the designated pre-rinse areas prior to entering any body of water.
- Please always follow the direction of centre staff including in the event of an emergency.
- No food or drink (except water) is to be consumed in or near pools.
- Please observe all signage within the facility and please note the following rules apply:
 - (i) no bombing or flips;

- (ii) no balls or similar item;
- (iii) no running;
- (iv) no rough play or shoulder rides; and
- (v) no photography (including video & mobile phone cameras) without Clublinks management's prior written consent.

17.2 Lap lane etiquette is to be always followed; Pick a lane that suits your speed, keep to the left and keep the ends of lanes clear for turning.

17.3 Please wear appropriate swimming attire, underwear, see-through clothing, nappies, boxer shorts and cotton outerwear are not permitted. Culturally sensitive clothing is accepted.

17.4 NARC does not take responsibility for your personal items. Secure lockers are available for your use.

17.4 The use of cameras, video recorders or any other image recording device is prohibited within our facilities.

Note – Responsible Adult must be aged 16 years or older and able to enter the water in the event of an emergency. Responsible Adults must not supervise a total of more than 4 children under the age of 10 and no more than 2 children under the age of 5. When “within arm’s reach” condition exist, Responsible Adults must enter the water with their child and be ready to rescue their own child should they come into difficulty. When “constant and active supervision” conditions exist, responsible adults must maintain the ability to provide immediate assistance should their child come into difficulty.

18. Hygiene Standards

18.1 Please ensure you (and your children) shower in the designated pre-rinse areas prior to entering any body of water.

18.2 Don’t swim if you (or your child) have suffered diarrhoea or vomiting in the past two weeks.

18.3 Infants and toddlers and incontinent patrons must wear close fitting swimwear and nappies designed to prevent contamination of the swimming pools.

18.4 Please wash your (and your child’s) hands with soap and water after visiting the toilet or changing a nappy.

18.5 Please ensure dirty nappies are disposed of in sanitary bins provided. Please use designated changing rooms for changing nappies.

18.6 All swimming attire is to be tight fitting. Saggy or loose-fitting garments will not be permitted. Underwear, see-through clothing, nappies, boxer shorts and cotton outerwear are not permitted.

18.7 Avoid drinking or swallowing pool water.

18.8 Please notify a staff member immediately if a faecal incident does occur.

19. Privacy and Privacy Disclaimer

From when you apply for membership, you will need to provide Clublinks with, and Clublinks will have access to personal information about you, including information relating to your health and finances. Your personal information may be transferred to amongst other persons, the Darebin City Council and any other person from time to time who is engaged to manage and operate NARC.

Clublinks from time to time will send you news and information regarding NARC. You can unsubscribe at any time using the link at the bottom of Clublinks emails or by contacting Clublinks. Clublinks will only keep on file personal information that is needed to provide the requested updates or service to you. You may request to see your personal information held on file by Clublinks will not sell or give your personal information to any third parties without your express consent, unless Clublinks must do so to provide the requested service or as required by law. The data provided may be provided to Darebin City Council or any other person from time to time who is engaged to manage and operate NARC. If you do not wish to receive these updates, you may unsubscribe at any time. This data will not be used for any marketing or communication purposes not directly related to this event, and will be used in accordance with the Privacy and Data Protection Act 2014 (Vic)

20. Assessments

Assessments are ongoing throughout the term. Provide feedback on your child's progress by contacting the pool deck supervisor or emailing aquatics@northcoteaquaticrecentre.com.au.

21. Parking

21.1. One vehicle is permitted per NARC Swim Bright Swim School member and parking is limited to a maximum of 2 hours, on the day of your scheduled lesson. Clublinks accepts no responsibility for fines or other sanctions incurred by a member for exceeding this 2-hour limit.

21.2. Car parking access is subject to availability and there is not guarantee that a parking space will be available for a Swim Bright member at a given time. During major events it is likely that car space for Swim Bright members will be limited.

22. Lost Property

Efforts will be made to ensure the safety of Swim Bright members' personal belongings, but NARC does not take responsibility for your personal items. Secure lockers are available for your use. If any items are left behind after your visit to the Centre, then Clublinks will retain those items in its lost property area for a maximum period specified by Clublinks. After the expiry of that period, those items will be considered abandoned and become the property of Clublinks.

23. Public Health

23.1. Swim Bright membership is subject to the Public Health and Safety measures put in place by Clublinks and Darebin City Council, and the 'Hygiene Standards' section of the Conditions of entry to NARC.

23.2. You must comply with relevant public health and safety regulations set by the Victorian Government, as well as the instructions/directions set by Clublinks staff.

24. Communicable Diseases

Please respect our precautionary health rules and refrain from lessons if your child is suffering from any of the following: any contagious disease e.g., COVID-19, conjunctivitis, rubella, flu, gastro, fever, common cold, runny infected noses, sore throats, cold sores, ringworm, head lice or urinary tract infection.

25. Disclosure of Medical Conditions

25.1. You warrant that prior to utilising NARC and its facilities and services that the participant:

- is and must continue to be medically and physically fit and able to utilise NARC's facilities and services;
- is not a danger to itself or to the health and safety of others; and
- is not presently receiving treatment for any condition, illness, disorder, or injury which would render it unsafe for you to utilise NARC's facilities and services.

25.2 You acknowledge that you must, and you agree that you will, disclose any pre-existing medical or other condition that may affect the risk that either you or any other person will suffer injury, loss or damage. You acknowledge that the Clublinks relies on information provided by you and that all such information is accurate and complete. You agree to report any accidents, injuries, loss or damage you suffer during use of NARC and its facilities and services to Clublinks before you leave the facilities.

26. Non-Transferable

A right to participate in the Program (if granted) is non-transferable to other programs or to other people. Any attempt to transfer to another person without the knowledge of NARC's Swim Bright Program may result in the cancellation of any rights granted to you by Swim Bright Program without refund and you may not be permitted to again participate in the Program.

27. Safety

You agree to follow any rules set by Clublinks in connection with use of the NARC facilities or services. If you fail to comply with the Venue and/or NARC's rules and/or directions, you or the participant will not be permitted to use or to continue to use the NARC facilities or services and no refund will be given. If you or the participant suffer any injury or illness, you agree that Clublinks may provide evacuation, first aid and/or medical treatment at your expense and that your acceptance of these Conditions constitutes your consent to such evacuation, first aid and/or medical treatment.

28. Risk Warning

Your and the participant's participation in the recreational activities supplied by Clublinks may involve risks which can result in personal injury, death or property damage. Prior to undertaking any

such recreational activity, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you or the participant may have. By submitting this membership application, you acknowledge, agree, and understand that participation in the recreational services provided by Clublinks may involve risk. You agree and undertake any such risk voluntarily and at your own risk.

29. Waiver

29.1 A supplier of recreational services or recreational activities may ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services of activities).

29.2. If you submit an application form / enrolment form, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier in relation to recreational services or recreational activities that you undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as follows:

For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:

By submitting an application form / enrolment form, you agree that the liability of Clublinks in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) for any:

- i. death;
- ii. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- iii. the contraction, aggravation or acceleration of a disease;
- iv. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - (a) that is or may be harmful or disadvantageous to you or the community;
 - (b) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities,

is excluded and the application of any express or implied term or guarantee under the Australian Consumer Law that any services will be provided with due care and skill is hereby excluded.

For recreational services to which the Australian Consumer Law (Victoria) applies:

Warning under the Australian Consumer Law and Fair-Trading Act 2012:

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the suppliers named on this form, are requested to ensure that the recreational services supplied to you:

- i. are rendered with due care and skill: and
- ii. are reasonable fit for any purpose which you either expressly or by implication, make known to the supplier; and
- iii. might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic), the supplier is entitled to ask you to agree that these conditions do not apply to you. If you submit an application form / enrolment form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in these Conditions.

Note: The change to your rights, as set out in these Conditions, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair-Trading Regulations 2012 (Vic) and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012 (Vic).

Exclusion of rights under the Australian Consumer Law (Victoria):

By submitting this membership application, you agree that the liability of Clublinks for any death or personal injury (as defined in the Australian Consumer Law and Fair Trading Act 2012) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

30. Release & Indemnity

30.1 In consideration of Clublinks accepting your membership application you, to the extent permitted by law:

- a) release and forever discharge Clublinks from all Claims that you may have or may have had but for this release, but only where such Claims result from your death or personal injury, arising from or in connection with your membership of Clublinks, whether caused by the negligence or breach of contract by Clublinks or in any other manner whatsoever; and
- b) release and indemnify Clublinks against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death or personal injury whether caused by:
 - (i) the negligence or breach of contract by Clublinks or in any other manner whatsoever; or
 - (ii) any breach by you of the warranties given in clause 25,

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of Clublinks.

30.2 In consideration of Clublinks accepting your membership application you, to the extent permitted by law, release and forever discharge, and indemnify and will keep indemnified and hold harmless Clublinks in respect of any Claim by any person:

- a) arising as a result of or in connection with your membership or undertaking the recreational activities provided by Clublinks, whether caused by the negligence or breach of contract by Clublinks or in any other manner whatsoever;
- b) against Clublinks in respect of any injury, loss or damage arising out of or in connection with your failure to comply with Clublinks' rules and/or directions, whether caused by the negligence or breach of contract by Clublinks or in any other manner whatsoever; and
- c) arising out of or in connection with any breach by you of the warranties given in clause 25,

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of Clublinks.

30.3 For the purposes of this clause 30, "Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with your membership of NARC, but does not include a claim against Clublinks by any person expressly entitled to make a claim under a Clublinks insurance policy.

31. Exclusion of Liability

31.1 All express or implied guarantees, warranties, representations or other terms relating to these Conditions or their subject matter not expressly set out in these Conditions, are excluded from these Conditions to the maximum extent permitted by law.

31.2 Nothing in these Conditions excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot be lawfully excluded or limited. This may include the Australian Consumer Law, which contains guarantees that protect the purchasers of goods and services in certain circumstances.

31.3 If any guarantee, warranty, term or condition is implied or imposed in relation to these Conditions under the Australian Consumer Law or any other applicable legislation and cannot be excluded (a "**Non-Excludable Provision**"), and Clublinks is able to limit your remedy for a breach of the Non-Excludable Provision, the liability of Clublinks for breach of the Non-Excludable Provision is limited to one or more of the following at the option of Clublinks:

- a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
- b) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again

- c) Subject to paragraphs 31.3(a) and (b), the parties agree that the total liability of Clublinks to you for loss or damage of any kind whether arising in tort (including negligence), contract, under statute or otherwise is limited to the total amount of fees paid by you under these Conditions

32. General

32.1 The governing law of these Conditions is the law of the State of Victoria. You irrevocably and unconditionally consent and submit to the jurisdiction of the courts of Victoria and waive any right to object to the exercise of such jurisdiction.

32.2 These Conditions (and the documents to which they refer) constitute the entire agreement between the parties in respect to your Clublinks membership application and participation in the Program and supersedes all other agreements, understandings and representations and negotiations with Clublinks in relation to Clublinks' services and facilities. To the extent that any clause of these Conditions is void or unenforceable it is severable and does not affect the remaining provisions of the Conditions.

32.3 Any provision of these Conditions that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, voidable or unenforceable. If it is not possible to read down a provision as required by this clause, part or all of the clause of these Conditions that is unlawful or unenforceable will be severed from the Conditions and the remaining provisions continue in force.

32.4 The failure of a Party at any time to insist on performance of any provision of these Conditions is not a waiver of the party's right at any later time to insist on performance of that or any other provision of these Conditions.