

MEMBERSHIP TERMS AND CONDITIONS

1. Important to note

- 1.1 Town of Victoria Park leisure facilities have the right to suspend access or terminate the membership of any person's inappropriate behaviour and/or who does not comply with the directions of the centre and conditions of entry.
- 1.2 Patrons must register their attendance when they are using the centre services by scanning their membership tag or register with staff. The membership is only valid for the person stated on the agreement and under no circumstance can be shared with or transferred to any other person/s. The Town may terminate a patron's membership where a membership tag is misused.
- 1.3 Patrons must represent to the best of their knowledge any health or medical concerns that arise prior to and/or during the currency of the Patron's membership. These must be discussed by Patron with their general practitioner before engaging in exercise. A medical clearance may be requested by staff of the Town of Victoria Park to ensure the Patron is fit to exercise.
- 1.4 Minors aged 13 to 15 years of age are permitted to hold a membership, however membership agreement for the minor must be signed by a parent or legal guardian to authorize permission of the facility. Minors aged 13 – 15 years must be accompanied by an adult over 18 years of age at all times. Minors are required to manually check in with staff at reception prior to entering the gym or group fitness class. A membership tag will not be provided.
- 1.5 Town of Victoria Park reserves the right to alter daily operating hours, membership terms and conditions, programs, and services at any time.
- 1.6 Membership access is reserved for recreational use. Commercial and professional application such as coaching or training other individuals is not permitted. Failure to comply will result in ceasing the session immediately and the Patron may be required to leave the premises, until the correct procedure is followed and implemented. Patron must enquire with staff before proceeding.
- 1.7 Leisurelife and Aqualife may from time to time make and amend from time to time, to the Rules of Conduct for Patrons and users for the safe, convenient and orderly operation of the facilities. The Patron agrees to abide by these rules.
- 1.8 Rules may be made for appropriate activewear attire, bathing costumes and closed footwear. Enclosed footwear appropriate for gym or sports is to be worn at all times, unless directed otherwise by staff.
- 1.9 The Patron agrees to abide by all reasonable directions given by centre staff.
- 1.10 Upon becoming a member, Patrons consent to their photo being taken at the centre and uploaded onto their membership profile for identification purposes within the fitness centres.

- 1.11 Leisurelife and Aqualife will be closed on designated public holidays. Patrons will receive advance notification of these closures.

2. **Personal Responsibility and Release from Liability**

- 2.1 The Patron acknowledges and agrees that all activities or exercise undertaken while on the premises of Town of Victoria Park facilities, namely Leisurelife and Aqualife, inclusive of all services and equipment, and their surrounds shall be at their own risk.

While all reasonable efforts are made to ensure safety at Leisurelife and Aqualife, patrons acknowledge inherent risks in facility use, including injury, disability, or death. These risks encompass various factors, not limited to; such as incorrect equipment use, strenuous activities, muscle strains, falling weights, collisions, slip hazards, and drowning. Patrons accept that risks may arise from their actions or others' conduct.

- 2.2 The Patron releases, and agrees to indemnify and hold harmless, the Town of Victoria Park and all its employees, officers, volunteers, contractors and agents to the full extent permitted by law, from and against all claims, liabilities, injury, loss or damage the Patron (and/or any minor or other person for whom the Patron is responsible) suffers or incurs, including to a third party, that arises from or is connected in any way with the Patron's use of or presence at Leisurelife or Aqualife. The Patron agrees to not bring or assert any such claim, demand, proceeding, cause of action, or similar against the Town of Victoria Park or any of its employees, officers, volunteers, contractors, or agents, and the Patron agrees not to allow any of the above to be brought or asserted.
- 2.3 The Patron acknowledges and accepts that Leisurelife and Aqualife are not responsible for any loss of or damage to the Patron's personal property resulting from the Patron's use of or presence at the facilities, including due to the acts or omissions of others.
- 2.4 The Town of Victoria Park reserves the right to modify staffed hours at any time without prior notice, which may result in certain periods of the day when the fitness centres are unstaffed. By acknowledging this, the Patron hereby agrees to accept these potential changes.

3. **Seven-Day Cooling-Off Period**

- 3.1 Upon becoming a member, each Patron is granted a Seven-Day Cooling-Off Period, during which they may cancel their membership, without giving cause or reason.
- 3.2 The right to cancel pursuant to this clause is to be exercised preferably by utilising the on-line form for that purpose via the website, or by giving notice in writing.
- 3.3 If a Patron who cancels within the Seven-Day Cooling-Off Period they are eligible for a full refund after deducting any applicable administrative fees as specified in the fees and charges. The refund will cover the joining fee and

either the 12-month upfront fee or the first months fee (whichever is applicable).

4. Categories of membership

4.1 The categories of membership are:

4.1.1 **Aquatics membership:** Entitles the Patron to entry into, and use of the pools (pool lanes when not booked), spa and steam room at Aqualife's facilities as often as the Patron wishes during the currency of their membership. The use of the Program pool (Program) is subject to availability. Refer to clause 4.1.1.1 and 4.1.1.2. This entitlement is subject to the proviso that the Patron is not in default of payment or suspended under these Terms and Conditions.

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4.1.1.1 Use of the Program pool is not available to the patrons whilst swimming lessons are running.

4.1.1.2 Unless engaged in water-based therapy, rehabilitation or swimming lessons, children up to the age of sixteen (16) are not permitted in the Program pool.

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4.1.2 **All access membership:** Entitles the Member to:

- use the Aqualife and Leisurelife Centre gyms during opening hours as frequently as they wish during the currency of the membership ; and
- attend as many group fitness sessions at Leisurelife and Aqualife Centre as they wish during the currency of their membership, subject to a first-come-first-serve booking, without paying session-by-session fees; and
- all of the benefits of the Aquatic membership; and
- book and use a sports court and pay no session fee for the booking and use of the court. Patrons who retains the membership are required to be present for the duration of the booking. There is no limit to the number of bookings of the sports courts during the currency of the All access membership, subject to the following sub-clauses:

4.1.2.1 All access membership does not give a member any priority over other Patrons or inquirers in the priority of bookings – this remains a first-come-first-served basis.

4.1.2.2 The specifics of sports court booking/use are:

4.1.2.2.1 half basketball court hire and ball hire (key deposit required at reception) for 60 minutes/per day;

- 4.1.2.2.2 one squash court hire per Patron for 60 minutes/per day (includes one racquet and ball hire);
- 4.1.2.2.3 one pickleball court hire per Patron for 60 minutes/per day (includes one racquet and ball hire); and
- 4.1.2.2.4 one badminton court hire per Patron for 60 minutes/per day (includes one racquet and shuttlecock hire).
- 4.1.2.2.5 Patrons withholding membership may bring up to three guests who do not hold memberships when booking a court. However, this provision does not extend to equipment hire fees for these additional guests. Accordingly, guests are responsible for purchasing any necessary equipment in line with the Town of Victoria Park's current fee schedule for court hire.
- 4.1.2.3 Bookings must be made 24 hours in advance otherwise charges may apply.
- 4.1.2.4 Additional basketball court users for 60 minutes/per day must pay a fee outlined in the Town of Victoria Park fees and charges schedule.
- 4.1.2.5 The entitlements under all access membership are subject to the proviso that the Patron is not in default of payment or suspended under these Terms and Conditions.

5. Membership Agreements

5.1 Payment Declaration

- 5.1.1 The Patron agrees that payment for their membership fees must be made according to the chosen membership category prior to using the facility services. Payment categories are as follows:
 - 5.1.1.1 Upfront memberships: these will incur:
 - 5.1.1.1.1 the joining fee (outlined in the Town of Victoria Park's current schedule of fees and charges); and
 - 5.1.1.1.2 total upfront cost of the 12-month membership prior to using the facility services.
 - 5.1.1.2 Ongoing memberships: these will incur:
 - 5.1.1.2.1 the joining fee; and

- 5.1.1.2.2 the first calendar month's fee, (pro-rata according to the date within the calendar month of joining).
- 5.1.2 The Patron agrees that the liability of the membership payment shall continue as agreed notwithstanding their frequency of attendance (subject however to Patrons' right to suspend membership in accordance with clauses **5.2** and **5.4**) or that they shall cease to attend altogether.
- 5.1.4 If an automatic debit arrangement is in place, scheduled payments will continue until the membership is terminated by the Patron, the Town of Victoria Park or as outlined within the ongoing membership agreement.
- 5.1.5 If the Patron terminates the agreement or stops the automatic debit arrangement in a manner not described in the agreement, then the Patron will be liable to the Town of Victoria Park for damages for breach of contract.
- 5.1.6 The Patron shall not be entitled to any refunds for any reason other than:
- 5.1.6.1 exercising the Seven-Day Cooling-Off Period, or
- 5.1.6.2 for approved medical reasons with provision of supporting evidence and/or documentation for the request.
- 5.1.7 The Patron shall cease to have rights to the centre, at its discretion, if full payment of outstanding amounts is not received from a defaulted payment. The Patron will be denied casual entry of the facility services during this period and whilst still under contract. Once payment has been received, rights to the centre will be restored.
- 5.1.8 The Patron is liable to pay all outstanding amounts due, including any debt collectors, legal fees or other cost payable due to payment-defaults prior to the cancellation of a membership agreement.
- 5.1.9 If a membership with an automatic debit arrangement has failed and returned by the Patrons' financial institute as unpaid, a failed payment fee will be payable to Debit Success (Xplor) as outlined in their contract. Patrons should ensure they read and comprehend all the terms and conditions of their Debit Success service agreement. (Refer to **5.1.4**.)

5.2 Members requesting suspension of Upfront Membership

- 5.2.1. Patrons may request that their upfront membership is placed on hold (suspended), and they may request more than one period of

membership suspension per 12-month-contract, however:

- 5.2.1.1 Any requested period of suspension must be at least seven days; and
- 5.2.1.2 The maximum cumulative duration of requested suspensions within a 12-month contract is capped at 60 days. No suspension fees will be applicable during the 60-day suspension period.
- 5.2.2 A request to place a membership on hold must be made by completing the Request for Membership Suspension form via the website. Patrons without internet access may inquire at the Centre's reception for manual processing.
- 5.2.3 After the initial 60-day suspension period stipulated in the 12-month contract has been utilized, no further suspension options will be accessible, and the membership will proceed according to the terms of the agreement. However, exceptions will be made for medical suspensions, subject to review upon submission of valid documentation from a certified medical practitioner to substantiate the suspension request.
- 5.2.4 Where membership is put on hold (suspended) under this clause **5**, the expiry date of the upfront membership is extended by a number of days equivalent to the suspension period.

5.3 Upfront Membership Cancellations and Refunds

- 5.3.1 This clause applies in respect of requests for cancellations of upfront membership other than cancellations pursuant to the Seven-Day Cooling-Off Period.
- 5.3.2 Patrons may request that their upfront membership be cancelled.
- 5.3.3 Requests for cancellation must be submitted using the Request for Cancellation of Membership form via the website. Patrons without internet access may inquire at the Centre reception for manual processing.
- 5.3.4 No refunds will be made of the joining fee, once the Seven-Day Cooling-Off Period has passed, except for medical reasons at the Centre's discretion with provision of evidence documentation supporting the request. The Centre will take into account the duration that the Patron has been a member and the extent of use made of the facilities prior to the request.
- 5.3.5 Upfront membership payments will be refunded on a pro-rata basis only, minus any centre services the client may have utilised prior to termination, plus any reasonable administration charges.

5.4 Patrons requesting suspension of Ongoing Membership

- 5.4.1 Patrons may request that their ongoing membership is placed on hold (suspended) provided any requested period of suspension is at least seven days.
- 5.4.2 The maximum cumulative duration of requested suspensions within a calendar year is capped at 60 days. No suspension fees will be applicable during the 60-day suspension period. This allowance of 60-days for suspensions resets annually and remains available throughout the currency of the membership period.
- 5.4.3 A request to place a membership on hold must be made by completing the Request for Membership Suspension form via the website. Patrons without internet access may inquire at the Centre's reception for manual processing.
- 5.4.4 After the initial 60-day suspension period stipulated in the 12-month calendar year has been utilized, no further suspension options will be accessible, and the membership will proceed according to the terms of the agreement. However, exceptions will be made for medical suspensions, subject to review upon submission of valid documentation from a certified medical practitioner to substantiate the suspension request.

5.5 Ongoing Memberships Cancellations and Refunds

- 5.5.1 This clause applies in respect of requests for cancellations of ongoing membership other than cancellations pursuant to the Seven-Day Cooling-Off Period.
- 5.5.2 Patrons who wish to cancel an Ongoing membership are encouraged to utilise the form for that purpose on the Centre's website. Otherwise, cancellations must be submitted in writing to the centre.
- 5.5.3 A formal notification of cancellation must be received 4-days prior to the next direct debit payment. If the cancellation is received within the 4-day period, the next monthly scheduled payment will be deducted from the Patron's nominated account, as per contract agreement on a pro-rata basis. Following this debit, the ongoing membership will be cancelled.
- 5.5.4 Ongoing membership cancellations do not incur any additional charges.
- 5.5.5 No refunds will be made of the joining fee or of any month's fee that has already been paid, once the Seven-Day Cooling-Off Period has passed, except for medical reasons at the Centre's discretion with provision of evidence documentation supporting the request.

The Centre will take into account the duration that the Patron has been a member and the extent of use made of the facilities prior to the request.

5.6 Upfront Membership and Ongoing Membership price increases

- 5.6.1 Upfront memberships and ongoing memberships are subject to an annual price review in accordance with endorsed Town of Victoria Park fees and charges.

5.7 Accepted concession Discounts

- 5.7.1 Patrons who hold valid concession cards are eligible for the concession discount (in accordance with endorsed Town of Victoria Park fees and charges) and must provide proof of their concession status as the time of registration. Refer to our website for accepted concession discounts.
- 5.7.2 Verification is required every 12 months from registration.
- 5.7.3 Access will be disabled until proof of concession is provided.

6. Aquatic Membership and All Access membership (Reference to Aqualife – Program Pool)

- 6.1 The program pool is primarily designed for water-based therapy, rehabilitation, swimming and complex needs lessons.
- 6.2 During swimming lessons, the program pool is not available to the public while the lessons are running.
- 6.3 Unless engaged in water-based therapy or rehabilitation, children up to the age of sixteen (16) are not permitted in the program pool.
- 6.4 Children under the age of five (5) must be supervised by an adult at all times. Parents and/or guardians are required to accompany the child both in the water and its surroundings, staying within arm's reach at all times. For Patrons with an All Access and Aquatics membership are allowed to bring up to two children under the age of five into the pool for free.
- 6.5 Babies, children, and persons suffering incontinence, must wear an aqua-nappy or appropriate swimwear to prevent any accidents within the pool and surrounds.
- 6.6 Any activities that may cause disruption to other Patrons performing therapy/rehabilitation are not permitted.
- 6.7 Please respect all pool users, and report antisocial, disruptive behaviour to a lifeguard or any staff Patron.
- 6.8 A parent or guardian of a child participating in a swimming lesson must remain in the centre while the swimming lesson is under way, and promptly take charge of the child following the conclusion of the swimming lesson.

7. Acknowledgement of Centre's right to make visual and audio surveillance

- 7.1 The Patron acknowledges that Leisurelife and Aqualife may take visual and/or audio surveillance within their facilities other than within changing rooms and toilets, and the Patron consents to such surveillance to the extent that it is undertaken.

Centre Rules

I acknowledge that I have read and understand all the provisions within the terms and conditions, centre rules and regulations, and that this is a legally binding contract and that I observe to be bound by it.

