

CITY OF MELVILLE LEISUREFIT

LEISUREFIT COMPETITION SWIM TERMS AND CONDITIONS

1. Payment Plan

- a) Direct debits will be debited on a fortnightly basis.
- b) When a debit falls on a public holiday all debits for that weekend or public holiday may be processed on the NEXT WORKING DAY.

2. This agreement is subject to a 48 hour cooling off period

You may terminate your enrolment during the cooling-off period by providing written notice to the fitness centre. The cooling off period is 48 hours from the date of signing these Terms and Conditions. If you terminate your enrolment during this period you will receive a refund of program fees already paid for the unused term of the enrolment and you will not be required to pay any cooling off fees.

3. Cancellation Policy

- a) All swimmers wishing to cancel are required to submit a **LeisureFit Competition Swim Cancellation Form** either in person or online.
- b) Cancellations require 30 days written notice. Any fees due in this 30 day notice period will be charged as per normal, i.e. one full debit.
- c) Direct debits are an ongoing agreement. The agreement will continue until either you or the supplier terminates it in the way described in the agreement. Automatic direct debit fees will continue to be debited from your credit card or account until you cancel the arrangement with LeisureFit.
- d) A cancelled swimmer wishing to reinstate their enrolment within a 30 day period of cancelling will not be charged the Joining Fee applicable to new swimmers.

4. Suspensions

Suspension options are not available for the LeisureFit Competition Swim Program. However, medical suspension requests will be considered when supported by a medical certificate.

5. Defaulted Payments

- a) If a direct debit is returned unpaid by the financial institution, you will be responsible for payment of the debit plus any return fees and administrative/dishonour fees costs incurred by the City of Melville.

- b) All direct debits will be processed on the swimmer's respective debit date on a fortnightly basis.
- c) When a debit falls on a weekend and/or public holiday all debits for that weekend or public holiday may be processed on the NEXT WORKING DAY.
- d) Notification of any outstanding fees owing on a swimmer's account will be made via SMS and email.
- e) Any swimmer that incurs two debits or more of outstanding debits will be cancelled by the Member Services Administration Team. This outstanding debt is then sent to the City of Melville's Accounts team for settlement as per the City's debt collection processing.
- f) No account records or account details will be disclosed to any person or persons except where such information is required in connection with any claim relating to an alleged incorrect or wrongful debit; or to a registered third party payment processing organisation appointed by the City of Melville. If a direct debit is returned unpaid by the financial institution, you will be responsible for payment of the debit plus any return fee and administrative / dishonour fees incurred by the City of Melville.

6. Price Increases

- a) All direct debit swimmers will be subject to incremental price rises, which take effect in line with the commencement of each financial year (1 July). Swimmers will be advised via the display in LeisureFit of price rises one month prior.
- b) In the event of a fee increasing annually by more than 3% or CPI (whichever is greater), swimmers that are serving a contract will have the option to cancel their direct debit plan without being charged a cancellation fee with one month's written notification.

7. Conditions of Agreement

- a) The information and details listed and provided in the LeisureFit Competition Swim Program Sign Up form are deemed to be part of the Terms and Conditions.
- b) Management reserves the right to alter or update Terms and Conditions at any time. Any changes after the date of signing this agreement will be applicable to this agreement.
- c) Swimmers hereby authorise third party Ezidebit Pty Ltd CAN 096 902 813 (User 165969, 303909, 301203, 234040, 234072, 428198), to debit my /our nominated account identified above through the Bulk Electronic System (BECS) in accordance with the Debit Arrangement as per the Ezidebit Direct Debit Agreement Terms & Conditions.

- d) Swimmers understand this agreement is ongoing and payments will continue to be deducted fortnightly, until the agreement is terminated in writing as per the 'Cancellation Policy.'
- e) Centre Rules: Apply to ALL.
- f) Management reserves the right to alter daily operating hours, programs and services at any time.
- g) Not all services provided within the centres are covered by this agreement, for a list of services provided and any additional costs please ask our customer service staff or see our website.
- h) No account records or account details will be disclosed to any person or persons except where such information is required in connection with an alleged incorrect or wrongful debit; or to a registered third party payment processing organisation appointed by the City of Melville.
- i) LeisureFit may contact you (including by email, SMS or telephone) for marketing purposes.
- j) Use of the City of Melville Leisure Facilities is subject to adherence to the relevant laws and policies including, but not limited to, City of Melville Property Local Law 2010 and Personal Training in Leisure Facilities Policy.
- k) I acknowledge that the City of Melville (whether by its proprietor, manager, employees, agents or servants) shall not be liable for any loss, damage or injury suffered or occasioned by me as a consequence of my entry upon the premises and/or my use of any of the facilities, equipment or programs within the premises.

8. Program Specific Terms

- a) It is the applicant's responsibility to ensure they are on the correct level of payment for the sessions and program they participate in. If they are found to be on the incorrect level they will be required to pay the appropriate level and pay any difference owing.
- b) LeisureFit Competition Swim Program is not transferable and only to be used by the swimmer enrolled in the program. Misuse in any way will result in a review of the respective enrolment.
- c) A photo is required to be taken in centre upon sign up for security reasons. This photo will be used for identification purposes only. If you visit the facilities without a valid card, photographic identification will be required to gain entry. If you lose or damage your card, we will replace it at a cost.
- d) If you visit the facilities without a valid card, photographic identification will be required upon entry. Entry will be denied without photographic identification.



- e) During a sign up where the applicant is under the age of 18 the agreement must be signed by a parent or guardian. The parent or guardian is the responsible party for this swimmer.
- f) If an applicant is required to change program level after the commencement of this contract they are required to complete Change of Level Form after Coach approval.
- g) Each applicant will be entitled to one (1) spectator pass to allow a parent or guardian entry to the facility during their allocated program times. This pass DOES NOT entitle the holder to use of any of the facilities and will not entitle them to enter outside of program times.
- h) All enquires are to be directed to the Squads Team via email at squads@melville.wa.gov.au or by phone on 9364 0823

9. Club Registration

All applicants to the LeisureFit Comp Swim program MUST be members of South Shore Swimming Club. Fees do apply and must be paid to South Shore Swimming Club directly. Contact registrar@southshoreswimming.com or visit www.southshoreswimming.org.au and follow the links.