

LeisureFit Competition Swim

TERMS & CONDITIONS

1. CONDITIONS OF ENROLMENTS

- a. Direct debit 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.
- b. Direct debit 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.'
- c. 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.
- d. Centre Rules: Apply to ALL members.
- e. Management reserves the right to alter daily operating hours, programs and services at any time.
- f. Not all services provided within the centre 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.
- g. 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.

- h. Management reserves the right to alter or update the LeisureFit Competition Swim Terms and Conditions. Any changes after the date of signing this agreement will be applicable to this agreement.
- i. LeisureFit may contact you (including by email, SMS or telephone) for marketing purposes.
- j. LeisureFit Competition Swim program enrolments are not transferable and are only to be used by the swimmer enrolled in the program. Misuse in any way will result in a review of the respective enrolment.
- k. A swimmer photo is required to be taken in centre upon sign up of the program for security reasons. This photo will be used for swimmer 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.
- l. It is the swimmer's responsibility to ensure they are on the correct level of payment for the squad they participate in. If they are found to be on the incorrect squad level payment plan, they will be required to pay for the appropriate level and pay any difference owing.
- m. Squad sessions falling on Public Holidays or unforeseen closures may seek approval from their Squad Coach for a make-up session. Credits not applicable.
- n. 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 the swimmer.
- o. If an applicant is required to change squad levels after the commencement of this contract, they are required to complete a Change of Level form after they have received their Coach's written approval.
- p. Each applicant will be entitled to one (1) spectator pass to allow a parent or guardian entry to the facility during their allocated squad times. This pass DOES NOT entitle the holders to use any of the facilities and will not entitle them to enter outside of squad times.
- q. All enquires are to be directed to the Competition Swim Team via email at comp.swim@melville.wa.gov.au or by phone on 93640823.

- r. All applicants to the LeisureFit Competition Swim program MUST be a member of the South Shore Swimming Club. Swim club fees do apply and must be paid to the South Shore Swimming Club directly. The Club can be contacted via their website:
www.southshoreswimming.org.au

2. SUSPENSION POLICY

- a. All swimmers may activate a suspension on their enrolment, for a minimum of one week (7 days) and maximum of twelve weeks (84 days), each financial year. Suspensions must be in full week increments and will attract an administration fee of \$15.00 for each instance.
- b. Direct debit swimmers will have their next debit adjusted accordingly, upon receipt of the \$15.00 administration fee. Access will be disabled until this fee is paid.
- c. A medical absence can be granted by completing a Competition Swim Suspension Request Form and providing supporting medical documents. Administration fees and length of suspension do not apply to medical requests.
- d. Suspensions are available by completing a [Competition Suspension Request Form](#) online. Suspensions will NOT be granted retrospectively.

3. CANCELLATION POLICY

- a. All swimmers wishing to cancel are required to do so in writing via our [LeisureFit Competition Swim Cancellation Form](#) available on our website or in centre.
- b. Cancellations require a 14 day notice period as one more full payment will be taken before your access ceases.
- c. Direct Debit are an ongoing agreement. The agreement will continue until either you or the supplier terminates it in the way described in the agreement. If an automatic direct debit arrangement is in place, program fees will continue to be debited from your credit card or account until you cancel the arrangement with the 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. 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 LeisureFit. 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 squad fees already paid for the unused term of the enrolment and you will not be required to pay any cooling off fees.

5. PRICE INCREASES

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 the leisure centres of price rises one month prior. In the event of a fee increasing annually by more than 3% or CPI (which ever is greater), swimmers that are serving a contract will have the option to cancel their enrolment without being charged a Cancellation Fee with one month's written notification.

6. 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 fortnightly direct debits will be processed on the swimmer's 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 will 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 months 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. Should there be any outstanding fees owing on a direct debit account, subsequent debits will continue to default until payment is made.
- g. 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.

All stated prices are GST inclusive where applicable.