

# CITY OF MELVILLE LEISUREFIT

## TERMS AND CONDITIONS\*

### SUPERVISION POLICY

- All children under 11 years must be actively supervised by an adult
- All children under 6 years must be directly supervised by an adult at all times
- All children under 6 years must be directly supervised by an adult at all times and within arms reach of the supervising adult in the water (LeisureFit Booragoon Aquatic).

### CASUAL FACILITY ACCESS / USE

Having paid the relevant fee(s) pertaining to 'casual' facility access / use (or no fee if 'free entry' was applicable) at this point of entry to the facility I acknowledge that;

1. I am accessing / using the facilities (LeisureFit Melville and LeisureFit Booragoon) as a 'casual' patron. This covers (but is not limited to);

\* **Casual Gym access**

\* **Casual Group Fitness participation**

\* **Casual swim**

\* **Casual sport court use**

\* **'Multi-visit' pass purchases**

\* **Casual Spa/Sauna/Steam use**

\* **Water sprayground**

\* **Spectators / Visitors**

2. I will wear enclosed shoes and appropriate clothing pertinent to the activity I am undertaking.
3. I am of a standard physical fitness which will enable me to use the relevant exercise facilities and equipment for which I have paid the applicable casual fee(s) to do so in LeisureFit Melville and LeisureFit Booragoon.
4. Specifically pertinent to Health Club use (where relevant) I;
  - Will carry a towel at all times.
  - Understand I am encouraged to undertake a personal assessment.
  - Will practice Health Club etiquette – don't rest on the machines (let others use machine in between sets), replace weights after use, no offensive language, step back from dumbbell rack when using dumbbells and use equipment with courtesy and care.
  - Advise that I am over the age of 14 years.

5. LeisureFit Melville and LeisureFit Booragoon (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 facilities, equipment or programs within the Centres.
6. ***I am aware of and understand the content and intent of the City of Melville policy; "Personal Training in Leisure Facilities Policy". (copy available upon request)***
7. I acknowledge that the City of Melville Local Government Property Local Law 2010 is applicable to my access to and use of the facilities (LeisureFit Melville and/or LeisureFit Booragoon).
8. I acknowledge that the membership Terms & Conditions (stated below) apply to any and all aspects of facility use that are not specifically covered above.

#### FREE DAY PASS

1. The Free Day Pass is only valid for six months from issue, unless otherwise specified.
2. Photo ID must be supplied to activate the pass.
3. This offer can only be redeemed once per person.
4. Valid only for patrons 14 years of age and older.
5. LeisureFit may contact you (including by email, SMS or telephone) for marketing purposes.
6. Access begins at time of activation at reception and concludes at close of business on that day.
7. Participants with a current or recent (within last twelve months) membership are not eligible to take up this offer.
8. Previous members who have any arrears on their account must first settle their accounts prior to accessing.

#### LEISUREFIT FREE PLUS CLASS PASS

1. Valid for one free entry to each PLUS class
2. Not redeemable for cash or any other services
3. Patrons must be 14 years or older to participate
4. 3 month validity from date of issue
5. "Casual facility access / use" terms and conditions apply

## MULTI VISIT PASSES

GYM, FITNESS CLASSES, PLUS CLASSES, PERSONAL TRAINING, ATHLETIC, LIVING LONGER LIVING STRONGER, CARE FOR KIDS, SWIM, SPA/SAUNA/STEAM

- Concession rates only apply to City of Melville residents with valid concession cards
- Multi-visit passes are valid for 12 months from the date of purchase and cannot be shared with another person. Extensions will not be granted unless documented proof is presented.
- The City of Melville LeisureFit Centres has a no refund policy. Refunds will not be approved under any circumstance.

## GYMBAKIDS, JUNIOR COACHING AND AQUABABES FREE TRIAL CLASS

- 1 Valid for one FREE session every 12 months for each program class.
- 2 This offer can only be redeemed once per person.
- 3 The FREE trial class offer must be redeemed within 6 months from issue, unless otherwise specified.
- 4 Gymbakids, Junior Coaching and Aquababes class access is subject to availability.
- 5 Previous members who have any arrears on their account must first settle their accounts prior to accessing.
- 6 LeisureFit may contact you (including by email, SMS or telephone) for marketing purposes.
- 7 Parents must remain on site. Aquababes and Gymbakids is a one to one parent:child program.

## HEALTHY MELVILLE FREE PASS

1. Valid for use until Sunday, 15 April 2018.
2. Pass must be presented at LeisureFit Booragoon or Melville reception to activate.
3. Valid for one area only.
4. This offer can only be redeemed once per person.
5. Spa/Sauna/Steam for 16 years of age and older.

6. Gymnasium and Fitness class entry minimum age is 14 years.
7. Gymbakids and Swim School class access is subject to availability.
8. Previous members who have any arrears on their account must first settle their accounts prior to accessing.

#### SPORTS 7 DAY PASS

1. Photo ID must be supplied to activate the pass.
2. Valid only for patrons 14 years of age and older.
3. LeisureFit may contact you (including by email, SMS or telephone) for marketing purposes.
4. Access begins at time of activation at reception and concludes at close of business 14 days later.
5. 3 month validity from date of issue
6. Participants with a current or recent (within last twelve months) membership\*\* are not eligible to take up this offer.
7. Previous members who have any arrears on their account must first settle their accounts prior to accessing.
8. Players activating the Sports 7 Day LeisureFit pass must be a registered LeisureFit Sports player with the team nominated.
9. This offer can only be redeemed once per person.
10. Not redeemable for cash or any other services
11. "Casual facility access/use" terms and conditions apply.

#### 14 DAY STARTER MEMBERSHIP

1. Photo ID must be supplied to activate the pass.
2. Valid only for patrons 14 years of age and older.
3. LeisureFit may contact you (including by email, SMS or telephone) for marketing purposes.
4. Access begins at time of activation at reception and concludes at close of business 14 days later.
5. Participants with a current or recent (within last twelve months) membership\*\* are not eligible to take up this offer.

6. Previous members who have any arrears on their account must first settle their accounts prior to accessing.

### ONLINE MEMBER BOOKINGS

1. Only current members are able to reserve a place in fitness classes.
2. Advance bookings are only available online; not via reception or phone.
3. Healthy Life PLUS members can book into:
  - Standard fitness classes eight days in advance.
  - PLUS fitness classes 28 days in advance.
4. Healthy Life members can book into:
  - Standard fitness classes eight days in advance.
  - PLUS fitness classes eight days in advance and pay a member reduced-rate upon retrieval of ticket.
5. Members booking online must claim their ticket at reception upon arrival.
6. Any tickets not claimed two minutes prior to the class start time, may be forfeited and the position given to another person waiting.
7. Members are requested to cancel their bookings for any classes that they will not be attending. Cancellation can be made through the online booking function.
8. Any members not attending a pre-booked class on three or more occasions will be unable to access their online bookings account.

### MEMBERSHIP TERMS AND CONDITIONS

#### 1. TIMEHOLD POLICY

- a. All members may activate a timehold on their membership, for a minimum of one week and maximum of twelve weeks, each financial year. Timeholds must be in full week increments and will attract an administration fee of \$15.00 for each instance.
- b. Any current minimum terms being served will be extended by the timehold period.
- c. Membership fees will be adjusted pro rata for the timehold period.
- d. Upfront payment plan members will have their membership end date extended by the length of their timehold, upon receipt of the \$15.00 administration fee.

e. Direct debit members will have the timehold fee debited in their next direct debit payment, provided a minimum of one weeks notice is provided. If insufficient notice is provided the timehold adjustment and fee will be applied to the following direct debit payment.

f. A medical absence can be granted by completing a Membership Timehold Form and providing supporting medical documents. Administration fees do not apply to a medical timehold.

g. Timeholds are available by completing a Membership Timehold Form online. Timeholds will NOT be granted retrospectively.

## 2. CANCELLATION POLICY

a. 12 Month Payment Plan memberships are for a minimum of 12 full monthly payments. Cancellation within this period will be subject to a \$200.00 early exit fee as per the City of Melville Fees and Charges. Cancellation of this membership outside of the minimum term will not be subject to this early exit fee.

b. Flexi Direct Debit plan has a minimum term of one full direct debit payment.

c. All members wishing to cancel are required to fill in a Membership Cancellation Form and submit online or at the centre.

d. Cancellations require 30 days written notice and any fees due in this 30 day notice period will be charged as per normal.

e. Upfront members wishing to cancel will be refunded a pro rata amount minus the early exit fee, and 30 days written notice.

f. Direct Debit memberships are ongoing agreements. 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, membership fees will continue to be debited from your credit card or account until you cancel the arrangement with the centre.

## 3. THIS AGREEMENT IS SUBJECT TO A 48 HOUR COOLING OFF PERIOD

You may terminate your membership 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 membership during this period you will receive a refund of membership fees already paid for the unused term of the membership and you will not be required to pay any cooling off fees.

## 4. PRICE INCREASES

All direct debit members will be subject to incremental price rises, which take effect in line with the commencement of each financial year (1 July). Members 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), members that are serving a contract will have the option to cancel their membership without being charged a Cancellation Fee with one month's written notification.

## 5. DEFAULTED PAYMENTS

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. All monthly direct debits will be processed on the 14th of each month. 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. 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.

## 6. CONDITIONS OF MEMBERSHIP

- a. Concession rates only apply to City of Melville residents with valid concession cards.
- b. Minimum age for a LeisureFit Membership is 14. Health Lounge (spa/sauna/steam) access is not permitted for anyone under the age of 16.
- 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 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.
- g. I acknowledge that the City of Melville (whether by it's 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 membership Terms and Conditions. Any changes after the date of signing this agreement will be applicable to this agreement.
- i. Membership cards are not transferable and are only to be used by the person on the membership. A member photo is required to be taken in centre upon sign up of membership for security reasons. This photo will be used for member 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.
- j. The information and details listed and provided in the Membership Application and Agreement Form are deemed to be part of the Terms and Conditions.

All stated prices are GST inclusive where applicable

### FIT FOR LIFE MEMBERSHIP

- Available to City of Melville residents 70 years or older
- Includes access to LeisureFit Booragoon gym, pool and health lounge during 'off peak' times.
- Include free tennis court hire at Melville Tennis Club (terms and conditions apply)
- 'Off Peak' times are as below;
  - Monday – Friday 8.00am to 3.00pm
  - Weekends 10.00am to 6.00pm (close)
- Includes Member Journey and Pharmacy 777 Health Check
- No Minimum Contract Term (normal 30 day notice period for cancellation applies)
- Includes up to 12 weeks per year time hold (as per other membership types)
- Sliding Scale Pricing of Membership as per below (prices to be reviewed annually in line with City of Melville Fees & Charges review)
  - o 70 – 74 years \$64.00 per month
  - o 75 – 79 years \$56.00 per month
  - o 80 – 84 years \$48.00 per month
  - o 85 – 89 years \$40.00 per month
  - o 90 years plus \$24.00 per month

**ADDITIONAL Pension Concession Discount of 20% on the above monthly rates available for valid pension card holders**

- \$50 joining fee applies, Pension discount does not apply to joining fee.
- All other terms and conditions of membership as per LeisureFit Membership Agreement (in above section).

### FIFO MEMBERSHIP

- Required confirmation letter from place of employment stating roster arrangement and working away status.
- Follow up letter to be provided every six months to confirm roster arrangement and working away status.
- \$50 joining fee applies, discounts do not apply to joining fee.
- Membership fees based on roster arrangement and working away status with maximum financial arrangement of up to 50 percent.



- All fees based off standard rates.
- All other terms and conditions of membership as per LeisureFit Membership Agreement (in above section).

#### YOUTH SPORTS SCHOLARSHIP

- All successful applicants will be notified by the City's Community Development Team.
- All successful applicants will begin their membership as per the stated date from the Community Development Team.
- Timeholds are not applicable for this membership.
- This membership is non-transferable and only applicable to the winning recipient.
- This membership is not transferable for cash or any other LeisureFit product/service.

#### MELVILLE TENNIS CENTRE (MTC) COURT HIRE

All users are to abide by the Melville Tennis Centre's [terms and conditions](#) when hiring a tennis court along with the below conditions:

All court hire bookings must be made directly through to LeisureFit Melville on:  
9364 0808 / 9317 7590 / or through intercom system located at the front of MTC.

#### LEISUREFIT MEMBERS (HEALTHY LIFE OR HEALTHY LIFE PLUS MEMBERS)

A booking of two hours per week is FREE for all Healthy Life & Healthy Life PLUS members with the exception of lights.

Only hard courts available at night – \$10.00 / hour light fee applies

Anything outside of the above will be at a cost separate to the membership.

#### CASUAL USERS (SUBJECT TO AVAILABILITY)

Grass Court	\$15.00 / hour
Hard Court – Day	\$12.00 / hour
Hard Court – Night	\$15.00 / hour (inclusive of light fees)

#### MELVILLE TENNIS MEMBERS

No restrictions on court usage

Grass court or Hard court (subject to availability)

Only hard courts available at night – \$10.00 / hour light fee applies

\*\* Membership is any subscription added to an account including “14 day Starter Membership” and “14 day Starter Referral Membership”.

#### AREA CLOSURES

Should an area of the centres be closed for maintenance and/or renovations, any compensation for the respective closure will be based on level of inconvenience to the patron/member. An email is required to be sent through to the LeisureFit team – [leisurefit@melville.wa.gov.au](mailto:leisurefit@melville.wa.gov.au) stating their request.

**\* ALL TERMS AND CONDITIONS ARE SUBJECT TO CHANGE**