

CITY OF MELVILLE LEISUREFIT MEMBERSHIP TERMS AND CONDITIONS*

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

7. OTHER

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.
- Standard 12 Month Payment Plan memberships are for a minimum of 12 full monthly payments. Dependent on work roster arrangement the minimum monthly payments will be increased accordingly (ie. 50% reduction in membership fees equals 24 monthly payments). Cancellation within this period will be subject to an early exit fee as per the City of Melville Fees and Charges.

- All other terms and conditions of membership as per LeisureFit Membership Agreement

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.

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