

MEMBERSHIP TERMS AND CONDITIONS*

1. CONDITIONS OF MEMBERSHIP

a. Concession rates apply to participants with a valid concession card;

Student Concession

Persons eligible for Student Concession (of 20% on membership fees) are defined as; Those patrons of the Recreation Centre/s who are 11yrs or older and undertaking Full Time study at Secondary or a Tertiary level.

Pension Concession

Persons eligible for Pension Concession (20% on membership fees) are defined as; Those patrons of the Recreation Centre/s who are holders of either of the following:

- Centrelink Pensioner Concession Card
- Centrelink Health Care Card
- Dept. of Veteran's Affairs Concession Card
- b. Direct debit members 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.
- c. Direct debit members understand this agreement is ongoing and payments will continue to be deducted month by month, until the agreement is terminated in writing as per the 'Cancellation Policy.'
- Membership Upgrades/Downgrades can be completed in centre or by emailing the Memberships team – <u>memberships@melville.wa.gov.au</u>



- e. Direct Debit Members can upgrade their membership from the date of completion or via the next upcoming debit date.
- f. Upfront Members can upgrade their membership at any stage throughout their membership.
- g. Direct Debit Members can ONLY change or downgrade their membership type as of the next upcoming debit date and may attract a fee.
- h. Upfront Members can change or downgrade their membership type at any stage throughout their membership and may attract a downgrade fee.
- i. Minimum age for a LeisureFit Membership is 14. 13 year olds are able to join but must have a paying parent/guardian with them at all times they attend. Any member under the age of 18 must have a co-signature upon joining in-centre. Please note, Health Lounge (spa/sauna/steam) access is not permitted for anyone under the age of 16.
- 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. Centre Rules: Apply to ALL members.
- I. Management reserves the right to alter daily operating hours, programs and services at any time.
- m. 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.
- n. 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.



- o. 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.
- p. LeisureFit may contact you (including by email, SMS or telephone) for marketing purposes.
- q. Memberships are not transferable and are only to be used by the person on the membership.Misuse in any way will result in a review of the respective membership.
- r. 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.
- s. I acknowledge the ongoing inherent requirement LeisureFit has, to comply with all Western Australian Health Directives (such as but not limited to COVID-19), as applicable to LeisureFit.
- t. It is the responsibility of the member to ensure their contact details, including email address, phone number, and postal address, are kept up to date. LeisureFit is not responsible for any missed communications, updates, or important information due to outdated or incorrect contact details provided by the member.

2. SUSPENSION POLICY

- All members may activate a suspension on their membership, 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. Any current minimum terms being served will be extended by the suspension period.
- c. Membership fees will be adjusted pro rata for the suspension period.
- d. Upfront members will have their membership end date extended by the length of their



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suspension, upon receipt of the \$15.00 administration fee.

- e. Direct debit members will have their next membership debit adjusted accordingly, upon receipt of the \$15.00 administration fee. Access will be disabled until this fee is paid.
- f. A medical absence can be granted by completing a Membership Suspension Form and providing supporting medical documents. Administration fees and length of suspension do not apply to medical requests.
- g. Suspensions are available by completing a <u>Membership Suspension Form</u> online. Suspensions will NOT be granted retrospectively.

3. 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 do so in writing via our <u>Membership Cancellation</u> <u>Form</u> available on our website or in centre.
- d. Cancellations require 30 days written notice and any fees due in this 30 day notice period will be charged pro-rata.
- 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.

- g. A cancelled member wishing to reinstate their Membership within a 30 day period of the Membership being cancelled will not be charged the Joining Fee applicable to new members.
- h. I understand that my membership type/rate may not be available if I wish to join LeisureFit in the future.
- i. Foundation legacy memberships are not able to be purchased once cancelled or an upfront membership has lapsed 30 days from expiry.

4. ONLINE MEMBER BOOKINGS

- a. Current members are able to reserve a place in fitness classes, 22 hours in advance.
- b. Advance bookings are only available online; not via reception or phone.
- c. Members must present their admission ticket to the class instructor on entry to the fitness class. Admission tickets may be presented on a mobile device or a printed copy retrieved from reception.
- d. Members are requested to cancel their bookings for any classes that they will not be attending. Cancellation can be made through the online booking portal.
- e. Any class cancellation within 60 minutes of a scheduled class start time will be deemed a 'late cancellation'. Any late cancellation or no-show may incur a \$10.00 fee. The issuance of the fee also forfeits access to online bookings until payment of the fee is made.
- f. Any outstanding membership fees (including late cancellation fees), will disable access to both the facilities and the online booking portal. Outstanding fees can be paid in centre or online for Direct Debit members.
- g. Our online booking and cancellation policy has been structured this way for all members and



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patrons to enjoy fair access to classes across the timetable.

- h. To avoid unwanted fees, please jump online to cancel your bookings or call the centre on (08)
 9364 0800 with more than 60 minutes notice and we'll cancel your session for you.
- i. Any members continuing to incur the \$10.00 late cancellation or no-show fee may have their online booking access and/or membership reviewed.
- j. Please note that each case is unique and our election to make a specific offer in one instance does not create the obligation to do so in another.

5. 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.

6. 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 or accessible at reception in the leisure centres, of price rises one month prior. In the event of a fee increasing annually by more than 3% or CPI (whichever 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.

7. 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 monthly direct debits will be processed on the members respective debit date each month.
- 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 member's account will be made via SMS and email.
- e. Any membership that incurs two months or more of outstanding debits will be cancelled by the Memberships Administration Team. 12 Month Payment Plan memberships will also be subject to a \$200.00 early exit fee should the minimum 12 full payments not be completed. 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

FIT FOR LIFE MEMBERSHIP

- Available to City of Melville residents 70 years or older
- Includes access to LeisureFit Booragoon gym, pool and spa, sauna, steam.
- Includes Member Journey sessions



- 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)
- \$50.00 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. N.B. Casual employment and/or inconsistent rosters will not be approved due to working hours being irregular or unsystematic.
- Follow up letter to be provided every six months to confirm roster arrangement and working away status.
- \$50.00 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. 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



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FOUNDATION MEMBERSHIP

- Foundation legacy memberships are not available for purchase unless renewing a current membership.
- Foundation legacy memberships are not able to be purchased once cancelled or an upfront membership has lapsed 30 days from expiry.
- Access to centres as per respective Foundation membership type (further information available on request).
- Foundation legacy membership fees will not increase for life of membership.
- Upgrading of membership as per Section 1 "Conditions of Membership" process.
- All other terms and conditions of membership as per LeisureFit Membership Agreement (in above section).

REHAB MEMBERSHIP

- Cancellation requests will be refunded a pro-rata amount minus an early exit fee of \$50.00, 7 days written notice and must be requested by the company that approved payment for this membership.
- This membership is non-transferable and only applicable to the nominated client.
- This membership is not transferable for cash or any other LeisureFit product/service.
- Suspensions are not applicable unless due to medical reasons. A medical absence can be granted by completing a <u>Membership Suspension Form</u> and providing supporting medical documents. Administration fees do not apply.



• 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 Healthy Melville Team.
- All successful applicants will begin their membership as per the stated date from the City's Healthy Melville Team.
- Membership Suspensions are <u>not</u> 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.
- All other terms and conditions of membership as per LeisureFit Membership Agreement (in above section).

SWIM CLUBS MEMBERSHIP

- All applicants MUST be members of an affiliated Swim Club at LeisureFit Booragoon and under the age of 18 years.
- This membership provides unlimited access to the pools only at LeisureFit Booragoon and does not incorporate access or membership towards your respective Swim Club.
- Suspension options are not available; however, medical suspension requests will be considered when supported by a medical certificate.
- No Minimum Contract Term (normal 30-day notice period for cancellation applies).
- \$25.00 joining fee applies with this membership.



- This membership is non-transferable and only applicable to the individual.
- This membership is not transferable for cash or any other LeisureFit product/service.
- All other terms and conditions of membership as per LeisureFit Membership Agreement (in above section).

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 – <u>leisurefit@melville.wa.gov.au</u> stating their request.

*ALL TERMS AND CONDITIONS ARE SUBJECT TO CHANGE