

# CITY OF MELVILLE LEISUREFIT

## MEMBERSHIP TERMS AND CONDITIONS \*

### 1. CONDITIONS OF MEMBERSHIP

a. Concession rates only apply to City of Melville residents with valid concession cards;

#### **Student Concession**

Persons eligible for Student Concession (of 20% on membership fees) are defined as; Those patrons of the Recreation Centre/s who are City of Melville residents, 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 City of Melville residents and the holder 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.'

d. Membership Upgrades/Downgrades can be completed in centre or by emailing the Memberships team – [memberships@melville.wa.gov.au](mailto:memberships@melville.wa.gov.au)

- 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 downgrade their membership as of the next upcoming debit date and may attract a downgrade fee.
- h. Upfront Members can downgrade their membership at any stage throughout their membership and may attract a downgrade fee.
- i. Healthy Life PLUS members ongoing 30 minute 6 weekly coaching sessions are not accumulative and will update accordingly.
- j. 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.
- k. 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.
- l. Centre Rules: Apply to ALL members.
- m. Management reserves the right to alter daily operating hours, programs and services at any time.
- n. 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.
- o. 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.

p. 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.

q. LeisureFit may contact you (including by email, SMS or telephone) for marketing purposes.

r. 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.

s. 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.

## 2. SUSPENSION POLICY

a. All members may activate a suspension on their membership, for a minimum of one week and maximum of twelve weeks, 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 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 Membership Suspension Form 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 [Membership Cancellation Form](#) 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 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.

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.

#### 4. ONLINE MEMBER BOOKINGS

- a. Only current members are able to reserve a place in fitness classes.
- b. Advance bookings are only available online; not via reception or phone.
- c. Members can book into fitness classes respective of their membership, 12 hours in advance.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. Our online booking and cancellation policy has been structured this way for all members and patrons to enjoy fair access to classes across the timetable.
- i. 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.

**j. Any members continuing to incur the \$10.00 late cancellation or no-show fee may have their online booking access and/or membership reviewed.**

k. 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 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.

#### 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 may 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. 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 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)
- \$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.
- 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

#### 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.
- 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.
- Membership Suspensions 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.

#### 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.
- All other terms and conditions of membership as per LeisureFit Membership Agreement (in above section).
- This membership is non-transferable and only applicable to the individual.
- 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
- As LeisureFit memberships are individual, member must book the court and be a playing member for every booking.
- Anything outside of the above will be at a cost separate to the membership.

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

*CASUAL USERS*  
*(SUBJECT TO AVAILABILITY)*

- Grass Court           \$18.00 / hour
- Hard Court – Day    \$15.00 / hour
- Hard Court – Night   \$18.00 / 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

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**