

MEMBERSHIP TERMS AND CONDITIONS

Agreement

This agreement is subject to a 48-hour cooling-off period. All patrons reserve the right to cancel their Membership, without giving cause or reason during the 48-hour period immediately after they enter the Membership agreement. Any requests for termination during the 48-hour cooling-off period must be made to the Fitness Centre in writing via the centre website. Any Membership fees paid will be refunded minus any fitness services the client may have utilised prior to termination, plus any reasonable administration charges.

The Town of Victoria Park has the right at any time to terminate the Membership of any person who has behaved or is behaving in an inappropriate manner, or in relation to the Fitness Centre or does not comply with the reasonable direction of the centre staff and adhere to the conditions of entry specified at the facility.

Patrons are required to register their attendance when they are using the facility services by scanning their membership tag. The membership is only valid for the person stated on the agreement and under no circumstance can be shared or transferred with any other persons.

Minors

Youths aged 13 to 15 years of age are permitted to hold a Membership. Minors must be accompanied by an adult over 18 years of age at all times in the Health Club. Minors are required to manually check in with staff at reception prior to entering the gym or group fitness class. A membership tag will not be provided.

Disclaimer

Completion of this Membership Agreement will indicate your acceptance of the terms and conditions, as specified. The health club may endure periods of the day where it is unstaffed. The Town of Victoria Park reserves the right to change the staffed hours at any time without notice. The Town of Victoria Park will do all it reasonably can to provide patrons with a safe, rewarding, positive experience and ensure that its commitments in this Membership Agreement are met and satisfied. Likewise, the Town has a reasonable expectation that commitments made by you (Patron), in completing this form, will also be met in full. The Town of Victoria Park accepts that in the unlikely situation where a member suffers injury, loss and/or damage, and investigations indicate this has arisen due to the Town's negligence, the affected party has the right under common law to instigate legal action to recover any related losses/costs that may have resulted. The Town has public liability insurance to address costs that may arise under such circumstances. However, all patrons must be aware that, should they suffer any injury, loss and/or damage for reasons other than the Town's negligence, then losses/costs of any nature will not be met by the Town.

1. Physical Condition

1.1. You hereby represent to the best of your knowledge, you do not have any physical,

medical or other disability or condition which may be affected or aggravated by, or which may result in any sickness, injury or death to you as a result of your use of the facilities.

1.2. If you have any health or medical concerns now or after you join as a member, you must discuss them with your doctor before using the facilities. A medical clearance may be requested by staff of the Town, to ensure you are fit to exercise.

2. Upfront Memberships

2.1. Upfront Memberships Payment Declaration – I agree that payment for Membership fees must be made upfront at the time of joining and that the liability for the above payment shall continue as agreed notwithstanding my frequency of attendance at the centre or that I shall cease to attend altogether. I shall not be entitled to any refunds for any reason. As a member if full payment is not received by the due date, I shall cease to have rights to the centre, at its discretion. As a member, I shall pay all costs of the collection of the monies due including any debt collectors, legal fees or other cost payable by my defaults. I acknowledge that I have read and understand all of the above provisions as well as the centre rules and regulations and acknowledge that this is a legally binding contract and that I observe to be bound by it.

2.2. Suspensions – Upfront Memberships may be placed on hold for a maximum length of 12 weeks per 12-month contract. A suspension fee is applicable for all Membership suspensions, including medical suspensions. Patrons must complete a suspension form prior to intended leave. The suspension fee is outlined in the current Town of Victoria Park's schedule of fees and charges.

2.3. Transfers and Refunds – No refunds are permitted on upfront Memberships unless within the 48-hour cooling off period, or if a member has moved interstate or medical reasons, with the provision of evidence and documentation supporting this request is to be submitted in writing to the Health and Fitness Coordinator. Approved Membership refunds will be refunded on a pro rata basis only minus any fitness services the client may have utilised prior to termination, plus any reasonable administration charges.

2.4. Termination – Memberships may be terminated after the 48-hour cooling off period if the member has moved interstate or overseas and/or for medical reasons. All requests are to be made in writing with formal documentation from a General Practitioner on business letterhead and / or written evidence of the new address. All evidence and documentation supporting this request is to be submitted in writing to the Health and Fitness Coordinator. If approved Memberships will be refunded on a pro rata basis only minus any fitness services, the client may have utilised prior to termination, plus any reasonable administration charges.

3. Sports Courts – Basketball and Squash courts (Inclusive of Membership)

3.1. Membership entitles the member to an unlimited number of visits during 9am to 3pm weekdays (subject to court availability) and operating hours weekends (subject to availability). Each visit can be a maximum of 60 minutes. Bookings are essential prior to arriving by calling Leisurelife on 9373 5450.

3.2. Membership does not guarantee exclusivity of court use.

3.3. Membership constitutes half basketball court hire and includes ball hire (key deposit required at reception) for 60 minutes and one squash court hire per member for 60 minutes (does not include racquet hire).

3.4. Additional basketball court user must pay \$5 per entry

for 60 minutes as per our fees and charges.

3.5. Terms and conditions are subject to change, Leisurelife will endeavour to inform all current users should changes occur.

4 Pool, Program, Hydrotherapy Conditions of Entry

4.1. This pool is primarily designed for water-based therapy/rehabilitation/ infant water awareness. It is also used for Aqualife Swim Classes.

4.2. During swimming lessons, the program/hydro pool is not available.

4.3. Unless engaged in water-based therapy or rehabilitation, children five (5) to sixteen (16) are not permitted in the Program/Hydrotherapy pool.

4.4. Children under the age of five (5) years must be constantly supervised by an adult. Adequate supervision requires the parent/guardian to accompany the child in the water/surrounds and remain within arm's reach of the child at all times.

4.5. Babies, children and persons suffering incontinence and who ordinarily wear nappies must wear an aqua-nappy/swim wear that must have elasticised legs and waist.

4.6. Any activities that may cause disruption to other patrons performing therapy/rehabilitation are not permitted.

4.7. Please respect all pool users, and report antisocial/disruptive behaviour to a lifeguard/or any staff member.

4.8. Wristbands must be worn in this area at all times.

4.9. Parents of children doing swimming lessons are not permitted to leave the centre.

4.10. By signing this agreement you acknowledge that you are aware of what programs are currently running and that no fee reductions are available.

5. Ongoing Membership (Direct Debit)

5.1. This is an ongoing Membership agreement whereby the agreement will continue until either you, or the supplier, terminate it in the way described in the agreement. If an automatic debit arrangement is in place, Membership fees will continue to be debited from your credit card or account until you, or the health club, cancels the arrangement. If you terminate the agreement or stop the automatic debit arrangement in a manner not described in the agreement, then you may be liable to the health club for damages for breach of contract.

5.2. Ongoing Memberships Payment Declaration – I agree that the liability for the above payment shall continue as agreed notwithstanding my frequency of attendance at the centre or that I shall cease to attend altogether. I shall not be entitled to any refunds for any reason. As a member, I shall cease to have rights to the centre, at its discretion, if full payment is not received by the due date. As a member, I shall pay all costs of the collection of the monies due including any debt collectors, legal fees or other cost payable by my defaults.

5.3. Accounts in arrears for more than 14 days may be cancelled without further notice. I acknowledge that I have read and understand all of the above provisions as well as the centre rules and regulations and acknowledge that this is a legally binding contract and that I observe to be bound by it. Joining fees and prorated first

month Membership fee are required upfront. I agree to the joining fee outlined in the current schedule of fees and charges required to be paid in full at time of joining.

5.4. Ongoing Memberships Suspensions – Ongoing Memberships may be placed on hold for minimum of 7 days. A suspension fee is applicable for all Membership suspensions excluding medical suspensions with sufficient documentation. Patrons must complete and sign a suspension form prior to intended leave. The suspension fee is outlined in the current Town of Victoria Park's schedule of fees and charges.

5.5. Termination of Ongoing Memberships – Ongoing Memberships can be terminated at any time with no fee or penalty. All cancellations must be placed in writing. A formal notification of cancellations must be received 14 days prior to the next direct debit payment. If the cancellation is received within the 14-day period, the next monthly scheduled payment will be deducted from the member's nominated account, as per contract agreement. Following this debit, the Membership will be cancelled.

5.6. Ongoing Membership Price Increases – Ongoing Memberships are subject to an annual price review and CPI increase in accordance with endorsed Town of Victoria Park fees and charges.

5.7. Accepted concession cards at Aqualife and Leisurelife Centre:

- Centrelink Health Care Card
- Commonwealth Seniors Health Card
- West Australian Seniors Card
- Centrelink Pensioner/Concession Card
- Repatriation Health Card (Dept. of Veteran Affairs)
- Australian Student Cards (must show current year).

6. COVID-19

Patrons are required to follow the COVID-19 guidelines and procedures directed by the Town of Victoria Park. In the event of an outbreak, services provided at Leisurelife and Aqualife may become affected. All patrons will be notified of any changes that may impact their Membership with the Town of Victoria Park and advised to adhere accordingly. If patrons are feeling unwell, it is advised to not attend the facilities until they are feeling well.

I understand and agree to the Terms and Conditions stated in this document.

Full Name: _____

Signature: _____

Date: _____