

MEMBERSHIP AGREEMENT



annette kellerman
aquatic centre

To ensure that every member receives the maximum benefit from the Centre and its programs and services, please take the time to read through the following Terms & Conditions:

1. GENERAL CONDITIONS

All members must complete all the required forms before Membership commencement. All participants must abide by general terms and conditions and rules of the centre. Management reserves the right to refuse entry, suspend or cancel a membership without refund, or request any person to leave the premises if that person does not behave in a responsible manner, uses abusive language, is under the influence of drugs and/or alcohol or does not adhere to the general conditions of entry. Every effort will be made to adhere to the timetables but Belgravia Leisure reserves the right to change and alter classes as necessary.

2. RECEPTION AND ACCESS

All members must swipe or present their card at reception every time they attend the centre where a visit is recorded. You will also need to present your card to gain access to the Wellness Centre. Please note a visit is not recorded, this is verifying proof of membership access only. If you misplace our membership card, it is advised that the Centre be notified immediately. A replacement fee will be charged for the replacement card. All members are to advise of any changes in address or phone numbers. Members are to understand that the facilities are available to the general public and not exclusively to the members.

3. CLAUSE

- If you fail to make complete payment at any given time you will be notified and given 14 days to remedy to outstanding payments. If you have not remedied the situation within 14 days we will inform you in writing of the action and you will be suspended from using the centre until outstanding monies are paid in full
- I understand that after my minimum period, the account will continue to be charged at the rate specified unless I give Annette Kellerman Aquatic Centre notification to cancel my membership.
- Notification to temporarily suspend my membership must be received 7 days or more prior to the start date of the requested suspension.
- I understand the membership rate on the front page of this form will apply unless the centre provides me with a minimum of 60 days' notice of fee changes.

4. PRIVACY DISCLAIMER

As a member of Annette Kellerman Aquatic Centre, the centre may send out communications to inform you of important information about the centre, its programs, services, operational items and other information from time to time. This correspondence may be communicated via email, telephone, sms or post. Further information may be available on Facebook or the website. (www.akac.com.au).

5. LEGALLY BINDING AGREEMENT

- This agreement is legally binding whether my use of the facility and its services is determined and paid on a yearly, monthly or individual basis
- The membership must remain current in order to avoid paying the join fee and/or the set-up fee again.
- I declare that I am physically and medically fit and capable to engage in exercise and fitness at the centre. I have and will inform the fitness instructors at Annette Kellerman Aquatic Centre of any conditions or risk that may have an effect on my ability to participate in any exercise or fitness program prior to commencement.

6. GYM AND GROUP EXERCISE AREA CONDITIONS

- All members are required to fill a pre exercise questionnaire, membership commencement is subject to results of questionnaire, medical clearance may be required from your doctor.
- One sweat towel per person MUST be used at all times.
- Weights MUST be returned to their correct place after use.
- Correct training attire and runners to be worn in gym – no jeans, work clothes, boots, sandals, thongs or clothing that is likely to cause offence to others.
- No person under the age of 15 is allowed in the gym. Children 15-16 can use cardio equipment only and must complete a Pre-Exercise Questionnaire with a parent/guardian and attend a health assessment.
- No food allowed in the gym or group exercise classes.
- No entry to a group fitness class once warm up period is complete

7. WET AREAS (WHERE APPLICABLE)

Must adhere to all pool rules

- No diving
- You MUST shower before entering the pool.
- Children are not allowed in the pool area without parent or guardian

8. LOCKERS (WHERE PROVIDED)

- All items stored in the lockers are at your own risk and we do not accept responsibility for items lost, damaged or stolen.
- Bags are not permitted in the club except to be placed in lockers provided.

9. SUSPENSIONS

Minimum of 7 days' notice prior to the start date of all suspensions is required. Notification is to be on the correct form and can be given in the centre or emailed to membershipservices@akac.com.au. No suspension request will be backdated under any circumstances. All suspensions are for a minimum of 1 week and maximum of 8 weeks per year.

10. CANCELLATIONS

Minimum of 30 days' notice. Notifications is required in writing at the centre (form must be completed to be processed). Cancellation fee will be charged if you are within your minimum membership term unless a medical certificate is provided. If notification of intent to cancel is not received 30 days prior, the account will be charged as agreed.

New members have the right to cancel their membership within the cooling off period (7 day period) if they are not completely satisfied with the service and programs.

11. EVENTS

Please note that the Centre is a large multipurpose facility and may be used for sporting events throughout the year. During these periods there may be disruptions to the availability of the Centre. The Centre will use its best endeavours to accommodate all users of the Centre during these periods; however in some circumstances minimal availability may be necessary. The Centre will make every effort to keep you informed of potential disruptions or cancellations throughout in these cases.

12. TRANSFER OR REFUND OF MEMBERSHIP

Memberships are not transferable or refundable.

13. REPLACEMENT CARD FEE

If a membership card is lost or destroyed and requires replacement, a replacement card fee of \$6.50 will apply.

14. ADDITIONAL FEES FOR SPECIAL SERVICE

Some services require an additional fee and these include but not limited to: personal training, crèche and swimming lessons.

15. DAMAGE TO THE CENTRE

Any member who wilfully or through their negligence damages the Centre or its property will pay for the damage. Members are responsible for damages caused by their guests and children.

16. SAFETY, MAINTENANCE AND SERVICE DEMAND

The Centre may from time to time as reasonably necessary:

- Close off any part of the premises or isolate any pieces of equipment for maintenance or safety reasons.
- Change the hours of opening and closing or alter class timetables in accordance with demand; or
- Vary Centre rules. Where this occurs the Centre will provide reasonable notice on the Centre's notice boards or at reception.

17. DAMAGE & PERSONAL INJURY DISCLAIMER

To the extent permitted by law, the Centre excludes any liability to the customer in contract, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the customer and/or any other person, or for any costs, charges or expenses incurred by the customer, arising from or in connection with the Membership Agreement and/or the services/products provided by the centre, and/or any act of omission of the centre.

18. SEVERABILITY

In the event any part of this agreement being or becoming void or unenforceable then that part shall be severed from this Agreement with the intention that the balance of this Agreement shall remain in full force and effect, unaffected by the severance.

19. BREACH OF TERMS & CONDITIONS

Any breach of these terms and conditions will result in a warning and any further breach will result in a second warning and your membership may be suspended or terminated. A proven serious breach of the general conditions of entry under 2(a) may result in immediate termination of your membership without warning.

20. DIRECT DEBIT MEMBERSHIP ONLY

If you do not tick the box in the Direct Debit Request (DDR) & Contract it is deemed to be an 'ongoing membership agreement' and the agreement will continue until either you or the supplier terminates it in the way described in the Direct Debit Request (DDR) & Contract Terms and Conditions.