

# **MEMBERSHIP TERMS & CONDITIONS**

## **1. Direct Debit**

A direct debit membership is an ongoing agreement with no minimum commitment period.

Membership fees plus any fees are deducted every second Friday, in advance, from your nominated credit card or bank account. The deducted amount may take up to four weeks to appear on your statement and will be listed as the Shire of Dardanup.

Payments will continue until the membership is cancelled in accordance with the cancellation terms (see point 3).

If a Direct Debit arrangement is terminated in a manner not prescribed in this agreement, the member will be liable for any outstanding fees due and penalty fees to remedy the situation for breach of contract.

## **2. Cooling Off Period**

This contract of membership can be voided within seven (7) days of joining. All monies will be refunded with the exception of charges for products or services already delivered (eg. appraisal, access device). All terms and conditions of membership are binding after 7 days.

## **3. Membership Cancellation**

Four (4) weeks prior notice is required to cancel your membership via a Membership Cancellation Form. You may continue to use your membership during your 4 week notice period. Confirmation of receipt will be emailed within 7 days.

If you wish to cancel your membership immediately, based on a permanent disability or serious illness, please put your request in writing along with a supporting letter from a medical practitioner. Please be advised cancellation will be at the discretion of the Centre Manager.

Upfront membership fees will be refunded based on a pro-rata calculation for the unused portion of the membership, less the four week notice period.

Refunds can only be made via direct bank deposit to your nominated account and Form 13 must be filled.

No refunds or credits will be given on any free/bonus days received as part of a membership promotion. Only paid membership fees will be refunded. Any additional terms/conditions that apply will be specified as required in the "special conditions" section of your membership agreement.

## **4. Membership Suspension**

Members may suspend their membership within a twelve (12) month period at no charge for the following periods:

**DD & 12 Month Upfront** – minimum 2 weeks, maximum 3 months

**6 Month Upfront** – minimum 2 weeks, maximum 2 months

**3 Month Upfront** – minimum 2 weeks, maximum 1 month

**Fit over 50, Youth & Teenfit** – Unlimited

If a valid medical certificate is provided, suspension periods can be extended to a maximum of 150 days.

Request for membership suspension is to be made with a membership officer or Team Leader. A suspension form must be completed prior to intended absence. A suspension will not be accepted over the phone, nor will suspensions be back dated.

The membership will automatically recommence after the suspension period has been completed and debit fees will be adjusted as applicable, however may take 2 debit periods before any reduced payment may be received.

Any suspension time used during an upfront membership will be added onto the membership expiry date. All terms and conditions will continue to apply up until the amended expiry date.

Members cannot cancel their membership whilst on suspension. On receipt of cancellation request whilst on suspension, the membership will be reinstated and the four week notice period and associated fees will apply.

## **5. Payment Rejections/Defaults**

If a direct debit payment is not successful, an alternative payment must be made within 7 days. Rejected payments remain due and payable with an additional dishonour fee applicable for costs incurred whilst processing the rejected/defaulted payment.

Access to the Centre may be restricted whilst your account is in arrears.

If a member has three (3) missed debits and no acceptable agreement is reached with the Centre to remedy the payments, the membership will be cancelled (as per the conditions within this agreement).

The member's details will be forwarded onto the Shire of Dardanup and/or a debt collection agency for recovery of any outstanding fees that are due under the contract term. You will be liable to pay debt collection expenses and any Court costs incurred.

If a member is in financial hardship, an agreement may be negotiated with the Centre/Shire of Dardanup to remedy any outstanding fees.

## **6. Changes to Terms and Conditions**

We may add, remove or change our Terms and Conditions of Membership including, but not limited to, changing our operating hours, class timetable, services offered and membership fees.

You will be notified in writing at least one month prior to any changes to the terms and conditions of your membership. Where we have made reasonable effort to inform you of any changes to your membership fee, you authorize us to increase any debits from your nominated bank account/credit card.

## **7. Change in account details**

If your direct debit account details or personal details change at any stage throughout the membership contract, you must advise the Centre. An Alterations Form must be completed with the relevant details and must be provided at least 7 days prior to a direct debit day in order to be processed in due time. If updated payment details are not provided and the payment defaults, terms of payment rejections apply (see point 5)

## **8. Access Band Fee**

The purchase of an access band is required for entry in to the 24hour gym. This is applicable for new, renewed and replacement access bands. No refund on access bands is applicable. Faulty bands will be replaced at no charge. Bands must be purchased at POS reception.

## **9. Concessional and discount**

A 10% discounted rate may be applied with proof of concession being supplied. Senior, pensioner, student and health care cards are accepted as concession. A 10% loyalty bonus will be applied after 10 years continuous membership with us. This will be assessed by the Membership Team Leader for eligibility.

## **10. Age Restrictions**

The minimum age to use the gym and group fitness classes unsupervised is 16 years. Supervised gym and group fitness programs are available for children under 16 years of age. See youth and Teenfit memberships below

## **11. Youth and Teenfit Membership Requirements**

Proof of age is required on request e.g. birth certificate, student card.

Access to the gym by Youth Members is restricted to specific times. These times may be adjusted in accordance with point 6 of the Membership Terms and Conditions.

## **12. Fit over 50 and Octolegends Memberships**

Gym access will only be during off-peak periods between the hours of 10am-4pm daily. Proof of age and residency must be provided for Octolegend discount.

## **13. FIFO Memberships**

Member must provide a copy of FIFO roster or letter from employer to qualify for membership. If FIFO employment ceases, member must let ERC know or penalties may apply. ERC reserves the right to request current proof every 6 months to ensure eligibility is still being met for FIFO membership.

## **14. Corporate Memberships**

Members from approved corporate organisations receive a 15% discount on applicable membership type. Proof of employment at approved organisation must be provided. ERC will run check's every six (6) months to ensure eligibility is still being met for corporate membership.

## **15. Breach of Terms and Conditions**

A breach of these terms and conditions will result in a warning and any further breach may result in your membership being suspended or terminated. We reserve the right to cancel you membership without warning if you behave in a way that is risky or inappropriate. For example:

- Threatening or harassing others
- Damaging equipment or ERC property
- Allowing others to use your membership band to gain access or providing access to others
- Not scanning your access device every time you enter the fitness centre
- Using illegal or performance-enhancing drugs

– Instructing other customers when we have not authorised you to do so  
Normal cancellation fees will apply if the Centre cancels your membership due to a breach of terms and conditions

## **16. Personal Responsibility Declaration**

Upon becoming a member of Eaton Recreation Centre and during your time as a member we ask you to warrant that:

- You will take the time to familiarise yourself with the instructions displayed in the Centre and on the fitness equipment regarding the safe use of the fitness equipment. If you require any help in the use of the fitness equipment you will ensure that you make an appointment with a qualified trainer who will help you learn to use the fitness equipment safely and effectively. You have considered your own personal fitness requirements and will exercise within your own abilities taking account of any disabilities which you may have.
- You accept the Eaton Recreation Centre is not staffed during all fitness Centre opening hours and that it is your personal responsibility to stop exercising if you feel ill or require assistance.
- If you believe there is a medical or other reason why you should not exercise, you will seek medical guidance before exercising.