

# **MEMBERSHIP TERMS & CONDITIONS**

## **1. Payment**

- Membership payments plus any arrears will be debited fortnightly (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.

## **2. Cooling Off Period**

- This contract of membership can be voided within 48 hours 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 48 hours

## **3. Direct Debit**

- A direct debit membership is an ongoing agreement with no minimum commitment period.
- Fees are deducted every fortnight until the membership is cancelled in accordance with the cancellation terms (see point 4).
- 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.

## **4. Membership Cancellation**

- 4 weeks prior notice is required to cancel your membership and your request must be submitted in writing via a Membership Cancellation Form. You may continue to use your membership during your 4 week notice period.
- 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.
- Fixed term 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.
- 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 specified as required in the "special conditions" section of your membership agreement.

## **5. Membership Suspension**

- Members may suspend their membership at no charge for the following time periods:
  - 12 mth M'ship** – minimum 2 weeks, maximum 4 weeks
  - 6 mth M'ship** – 2 weeks (to be taken in one block)
  - 3 mth M'ship** – 1 week (to be taken in one block)
  - 1 mth M'ship** – no suspension available
- If the member wishes to suspend for a period greater than those specified above, a fee of \$10 per additional suspension period is applicable.
- If a valid medical certificate is provided, additional fees will be waived for a minimum of 14 days to a maximum of 150 days.
- Requests for suspension must be submitted on an authorised Membership Suspension Form. Suspension will not be accepted over the phone, nor will suspensions be back dated. Suspensions will not be approved unless any applicable fees are paid (or diverted to the next debit run)
- The membership will 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 a fixed term membership will be added onto the membership expiry date. All terms and conditions will continue to apply up until the amended expiry date.

## **6. Payment Rejections/Defaults**

- If a direct debit payment is not successful, an alternative payment must be made. Rejected payments remain due and payable with an additional administration fee applicable for costs incurred whilst processing the rejected/defaulted payment.
- Access to the Centre will be restricted whilst your account is in arrears. If a member has 3 (three) 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) and the member's details forwarded onto a collection agency for recovery of any outstanding fees 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.

## **7. 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 authorise us to increase any debits from your nominated bank account/credit card.

## **8. Transfer of Membership**

This membership contract may be transferred to another person. Completion of a Transfer Form and New Member Agreement documents and payment of transfer fees must be paid prior to the transfer taking effect. Changes may take up to 28 days to process.

## **9. 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.

## **10. Joining Fee**

We will charge you a joining fee to cover the set up costs of your membership. The joining fee is not refundable except in very limited circumstances related to clause 2.

## **11. 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. Please see reception for details.

## **12. Member Communication**

As part of your membership, we will contact you from time to time in regards to news, events, special promotions and information pertaining to the Eaton Recreation Centre. You can be assured that your contact details **WILL NOT** be provided or sold to any third party under any circumstances  **OPT OUT**

**13. 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 your 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

## **14. Personal Responsibility Declaration**

We are committed to taking all reasonable steps to ensure that the Eaton Recreation Centre provides you with equipment and facilities that offer you a safe environment in which to exercise. We ask that you make your own decisions about the type and extent of exercise program you wish to follow. 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.