



## Membership Terms & Conditions - Form A2017

### Direct Debit Service Agreement

#### Definitions

- In this agreement, "Maroondah Leisure" and/or "us" means Maroondah City Council.

#### Financial Commitments

By written, verbal or online request you have authorised us (Maroondah City Council (ID 095504) to arrange for funds to be debited from your account through the Bulk Electronic System (BECS) for services provided by Maroondah Leisure.

Direct debiting through BECS may not be available on all accounts. Please check with your financial institution if you are uncertain on how to complete the direct debit request. We may vary any details of this agreement at any time by giving you at least 14 days' notice.

You may change or suspend or cancel the arrangements under a direct debit request by contacting us at least two (2) business days before your payment due date by visiting Aquahub or Aquanation, or calling the Maroondah Leisure membership team on 9298 4646. You can also contact your financial institution at least five (5) business days before your payment due date if you wish to stop a direct debit payment.

It is your responsibility to ensure that there are sufficient clear funds available in your account and that the account details provided are correct. Please check the provided account details against a recent statement provided by your financial institution. Please check with your financial institution if you are uncertain how to complete the direct debit request. It is your responsibility to ensure there are sufficient clear funds in the nominated account by the due date.

If there are insufficient funds in your account:

- (a) you may be charged a fee and/or interest by your financial institution;
- (b) you may also incur fees or charges imposed or incurred by us; and
- (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

If you wish to dispute a direct debit, please do so by contacting us in person at Aquanation or Aquahub, or by calling the Maroondah Leisure membership team on 03 9298 4646 or by contacting your financial institution. If a date of drawing falls on a day that is not a business day and you are unsure of when the drawing will occur, please contact your financial institution.

All direct debit memberships are of an ongoing nature until suspension or cancellation has been requested by you. Fees will initially be debited from your nominated account at the frequency and amount outlined in the direct debit request. You can suspend your direct debit agreement by contacting us in person at Aquanation or Aquahub, or by calling the Maroondah Leisure membership team on 03 9298 4646.

#### Suspending your membership (direct debit agreement)

##### Membership for facility access

The minimum period for suspension is two (2) weeks with the maximum period being 12 months. A suspension fee of \$0.33 per day will be debited from the nominated account as per the regular debiting schedule.

Suspensions will be allowed for extended injury or illness at no charge if a valid medical certificate is produced at the time of the requested suspension. Members requiring medical suspensions will need to provide a medical certificate with specific dates outlining the membership suspension periods required due to incapacity of a medical nature. This medical certificate will need to be provided by a medical doctor that is registered with the Australian Health Practitioner Regulation Agency (AHPRA).

##### Program membership (swim lessons and gymnastics)

Program students are entitled to four (4) weeks suspension per calendar year, excluding public holidays. This means when you suspend on a public holiday, it will count as one (1) week suspension (programs are not conducted on public holidays). A program suspension request form will need to be submitted a minimum of three (3) business days prior to a direct debit date to be processed for the next debiting period. Medical suspensions require a medical certificate within seven (7) days of the suspended lesson. Medical suspension is for a maximum of six (6) weeks over a calendar year with the minimum suspension being one (1) week. Medical suspensions will not be processed without a medical certificate. Your suspension limit will not reset if you cancel your membership and then return in the same calendar year.



Parents/guardians are required to be present at all times during lessons. Maroondah Leisure reserves the right to change class times, teachers and/or levels at its absolute discretion. All teachers and coaches hold qualifications recognised by the peak industry body.

For a copy of the relevant policy, contact the program coordinator or email [memberships@maroondah.vic.gov.au](mailto:memberships@maroondah.vic.gov.au)

#### **Cancellation**

Members who do not wish to continue their membership are required to complete and submit a cancellation form. Once a completed cancellation form is submitted, members will incur one further direct debit payment. Members are entitled to their normal membership access or the days of membership paid for. Your membership may not be terminated before the expiry of the minimum term or payments outlined in your direct debit request however you may transfer your membership to an eligible non-member for a fee of \$59.

You have a right to cancel this agreement without any reason within seven (7) days from and including the day after you signed or received this agreement. You may be refunded for monies paid to services not yet rendered.

Cancellation forms can be completed in person at Aquahub or Aquanation, Members can request a copy by emailing [memberships@maroondah.vic.gov.au](mailto:memberships@maroondah.vic.gov.au) or by writing to: Maroondah Leisure Memberships, PO Box 156, Ringwood VIC 3134.

### **Membership agreement**

#### **Conditions of use and entry**

- All members must abide by the Maroondah Leisure Code of Conduct which is available at [www.maroondahleisure.com.au/conduct](http://www.maroondahleisure.com.au/conduct)
- Maroondah Leisure reserves the right to cancel any membership or category of membership or alter the terms and conditions of membership at its absolute discretion.
- Parents/guardians of children enrolled in the Learn to Swim program must comply with the Watch Around Water guidelines which can be viewed at [maroondahleisure.com.au/conduct](http://maroondahleisure.com.au/conduct)

#### **Access and bookings**

Memberships do not offer any preferential booking arrangements or guarantee venue access for members. All access is subject to availability. Normal booking conditions apply at each venue. Any member who books an activity and does not honor the booking will be charged the relevant casual fee. The outstanding fee must be paid prior to the member being allowed to make any further visits to our facilities.

Specific usage entitlements for the various membership categories can be provided upon request.

#### **Membership cards and bands**

Membership access cards or bands are non-transferrable and should only be used by the individual member. Lost or defaced cards and bands should be replaced immediately. Replacement cards and bands will incur a replacement fee of \$10.

#### **Child Care and waterslide facilities**

The child care facilities available at Aquahub, Aquanation and The Rings and waterslides at Aquanation are not part of any membership entitlements and a separate charge for use will apply. The hours of operation, fees charged and operating conditions may vary at Maroondah Leisure's discretion.

#### **Gym safety induction document**

By signing these terms and conditions I acknowledge I have read the gym safety induction document and if I require assistance with any machine and/or equipment within the gym I will ask a gym instructor or book in for a gym induction.

#### **PRIVACY**

Maroondah City Council is committed to the principals as prescribed by the information Privacy Act. The information on this form is being collected to ensure accurate enrolment and contact details.

Your information will be accessed by Maroondah City Council staff. Your information will not otherwise be disclosed except as required by law. Maroondah City Council has appointed a Privacy Officer to assist in the implementation of the legislation in addition to handling any enquiries. Our Privacy Officer may be contacted on 1300 882 233 or email at [privacy@maroondah.vic.gov.au](mailto:privacy@maroondah.vic.gov.au).