

### **Freezing (deferring) your membership (direct debit agreement) - Swim Plus, Fitness Plus, Wellness Plus**

All members are entitled to freeze their membership payments for any reason, including medical reasons, with no medical certificate required. Fitness Plus, Swim Plus and Wellness Plus members: entitled to freeze their membership payments for an unlimited period. The minimum period a member may freeze their membership payments for is one (1) week. Regular membership costs will resume at the completion of the freeze period. Minimum term and fixed term members will have the duration of their freeze added to the end of their minimum term period. If you freeze your membership for medical reasons, you must obtain appropriate clearance from your doctor or medical professional to resume physical activities at Maroondah City Council Leisure facilities. Maroondah City Council Leisure employees are not medical professionals.

### **Freezing (deferring) your membership (direct debit agreement) - Lifestyle and Golf**

Lifestyle and Golf Members are entitled to freeze their membership payments for a maximum of eight (8) weeks per year, including medical reasons, with no medical certificate required. The minimum period a member may freeze their membership payments for is one (1) week. Regular membership costs will resume at the completion of the freeze period. If you exceed the 8-week limit due to extended injury or illness, you may produce a valid medical certificate (provided by a medical doctor that is registered with the Australian Health Practitioner Regulation Agency (AHPRA)) specifying the membership freeze periods. If you freeze your membership for medical reasons, you must obtain appropriate clearance from your doctor or medical professional to resume physical activities at Maroondah City Council Leisure facilities. Maroondah City Council Leisure employees are not medical professionals.

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

Swimming lessons require a joining fee per student, payable upon enrolment. Gymnastics requires an annual registration fee per student, payable upon enrolment. This fee covers Gymnastics Victoria registration and insurance. Program students are entitled to eight (8) weeks freeze per calendar year for any reason, including medical reasons and public holidays. When you freeze, it is for the full week and not just lesson day. Programs are not conducted on public holidays. Your freeze limit will not reset if you cancel your membership and return in the same calendar year. If you exceed the 8-week limit due to extended injury or illness, you may produce a valid medical certificate (provided by a medical doctor that is registered with the Australian Health Practitioner Regulation Agency (AHPRA)) specifying the membership freeze periods to avail of freezes with no charge. Additional freezes may be available over the program break period in December & January. Parents/guardians must be present at all times during lessons for children under the age of 10 years old. Maroondah City Council reserve 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 bodies. For a copy of the relevant policy, contact the program coordinator.

### **Cancellation (Alteration)**

Members who wish to cancel their membership must complete and submit a cancellation request by emailing [memberships@maroondah.vic.gov.au](mailto:memberships@maroondah.vic.gov.au). Once the cancellation request is submitted, members will incur one further direct debit payment. Freezing of membership will not be accepted during this period. Members are entitled to their normal membership access for the days of membership paid for.

Members who have committed to a minimum 12 month term membership may terminate this agreement before the expiry of the minimum term or payments if all the instalments and fees due up to the date of termination are paid, and in addition the cancellation fee of \$150 or the balance of remaining payments (whichever is the lesser). If a membership is frozen for any period of time it will extend the end of commitment date by the number of days the freeze occurs for.

Members who have committed to a fixed term membership are not entitled to terminate this agreement prior to the commitment period and will not be eligible to a refund of payments made.

### **Cooling Off Period**

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. Members who wish to cancel their membership can request a cancellation by emailing [memberships@maroondah.vic.gov.au](mailto:memberships@maroondah.vic.gov.au)

### **Outstanding Membership Fees**

Members whose direct debit payments are rejected will incur a rejection fee for each failed payment. Members who have outstanding membership fees, including rejection fees, will not be permitted access to Maroondah City Council Leisure facilities. The outstanding fee must be paid before the member's next visit. Outstanding Fees that remain unpaid for more than 30 days may lead to termination of membership. For information on our Outstanding Membership Fee processes, please contact [memberships@maroondah.vic.gov.au](mailto:memberships@maroondah.vic.gov.au)

### **Price Increases**

Maroondah City Council reserve the right to increase membership fees with 28 days notice to the customer. Members reserve the right to terminate membership if they do not agree to these increases

### **Transfer of Membership**

Maroondah City Council Leisure memberships are non-transferable. Members are prohibited from transferring their membership to any other person, entity or organisation.

### **Conditions of Use and Entry**

All members and parents/guardians must abide by the Maroondah City Council - Leisure Code of Conduct, including the Watch Around Water guidelines. These are available at [www.maroondahleisure.com.au/conduct](http://www.maroondahleisure.com.au/conduct).

Maroondah City Council require a photograph of each member to be taken at membership commencement. Maroondah City Council reserves the right to terminate any membership where the member breaches membership or conduct terms, including but not limited to, providing false or misleading information or inappropriate behaviour. Maroondah City Council may cancel membership or categories of membership, or alter the terms and conditions of membership with advanced notice.

### **Access and bookings**

Memberships do not offer 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 honour the booking will be charged the relevant casual fee. The outstanding fee must be paid before the member is allowed access to Maroondah City Council Leisure facilities. Specific usage entitlements for the various membership categories can be provided upon request.

### **Membership Cards, Fobs and Bands**

Membership access cards, fobs or bands are non-transferrable and are only to be used by the assigned member. Another person using an access card, fob or band will be treated as repudiation of agreement by a member and reason for Maroondah City Council to terminate the agreement.

Lost/defaced cards and bands should be replaced immediately. Replacement cards and bands will incur a replacement fee.

### **Minors**

As parent and/or guardian of a minor, you hereby agree to be fully responsible for any and all actions, damages, injuries, or loss to property or person, performed by the minor with or without your supervision, whether in accordance with this Agreement or otherwise.

### **Warranty**

You warrant that all the information provided to us is accurate and true. You further warrant and represent that you do not have any medical or mental condition or disability or disease, which could be or become worse as a result of your use of the membership facilities or result in damage to your health, other than as expressly disclosed to us prior to or upon your enrollment for membership.

### **Gym Induction**

By signing these terms and conditions you acknowledge that if you require assistance with any machine and/or equipment within the gym you will ask a gym instructor or book in for a gym induction. **Patrons using these facilities do so at their own risk and acknowledge that no liability attaches to Maroondah City Council for any loss and/or injury they may sustain.**

### **Australian Consumer Law**

The Australian Consumer Law (CL) permits a supplier of recreational services to ask you to accept some limitations on the statutory guarantees set out in this form. Nothing in this agreement excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy (including under a statutory guarantee) which cannot lawfully be excluded, restricted or modified. Otherwise and as expressly included in this agreement, all implied terms, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded from this agreement. In particular, but subject to the Warning provided herein, we are not liable for:

- negligence; or
- breach of terms implied that services will be provided with reasonable care and skill, at common law that in either case results in your death or injury (as defined in the statutory guarantees) in connection with or under this agreement but to avoid doubt we do not exclude liability for our gross negligence.

### **Privacy and Data Protection**

Maroondah City Council is committed to the principals as prescribed by the *Privacy and Data Protection Act 2014*. The information on this form is being collected to ensure accurate enrolment and contact details and facilitating the provision of our services to you.

Your information will be accessed by Maroondah City Council staff for internal and administrative purposes, debt collection purposes or to communicate promotional offer and membership benefits, newsletters and special events to you. Your information will not otherwise be disclosed except to our professional advisors, debt collection services providers, third parties providing benefits to our members and financiers or government authorities or organisations as required or authorised 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)