

Aqua Jetty Membership Terms and Conditions

To ensure the Centre provides a high level of service in a safe, healthy and pleasant environment, members must strictly comply with these terms and conditions.

1. RECEPTION AND ACCESS

- A. Members must swipe in through the access gates or present their card at reception every time they attend the Centre.
- B. Members must promptly advise the City of Rockingham (City) of any change of address, telephone number, email address or payment details.
- C. The Centre is available for the use of the general public and not exclusively to members.
- D. Membership cards are for the sole use of the member, sharing of membership cards is not allowed. Members found to be sharing cards will be charged the appropriate entry fee and issued a warning, repeated offences will result in termination of membership.

2. GENERAL CONDITIONS OF ENTRY

A person may be refused entry or requested to leave the Centre if the person's behaviour is threatening or if the person:

- A. Is abusive or uses offensive language;
- B. Is under the influence of drugs or alcohol; or
- C. Does not comply with these terms and conditions.
- D. Neither smoking nor chewing gum is permitted in the Centre.
- E. Members must follow posted signage in all areas and direction of staff at all times.

3. HEALTH CLUB AND GROUP EXERCISE AREAS

- A. Sweat towels must be used at all times.
- B. Weights must be returned to their correct place after use.
- C. Correct training attire and covered sports shoes must be worn in the gym – no jeans, work clothes, boots, sandals, thongs or clothing that is likely to cause offence to others.
- D. Only instructors approved by the Senior Leisure Facilities Coordinator can assist members in the Health Club. City instructor profiles including qualifications are displayed in the Health Club.
- E. No person under the age of 16 is allowed in the gym unless accompanied by a parent, guardian or centre approved qualified instructor.
- F. No food is allowed in the gym or group exercise classes.
- G. No entry is allowed to a group exercise class more than 5 minutes after it starts.

4. AQUATIC AREAS

- A. No diving is permitted, save from the starting blocks in the 50 metre pool for organised swim races or training.
- B. No creams, oils or soaps are allowed in the pool, spa, sauna or hydrotherapy pool areas.
- C. Members must shower before entering the pool, spa, sauna and hydrotherapy pool to maintain the highest possible standard of hygiene.
- D. Correct swimming attire must be worn at all times. No other clothing is allowed in the pool, spa, sauna or hydrotherapy pool.
- E. Only non-marking footwear may be worn in the pool areas.
- F. Children under 16 are not allowed in the spa, sauna and steam room area.
- G. Parents may only watch swimming lessons from designated areas.
- H. Dedicated areas of the pool are closed to members while Swimming School lessons or other bookings are being conducted.
- I. Children less than 5 years of age must be accompanied in the water by an adult within arm's reach at all times.

5. LOCKERS (where provided)

- A. All items stored in the lockers are at the member's risk and the City does not accept any responsibility for items lost, damaged or stolen.
- B. Bags are not permitted in the health club or group fitness rooms, they are to be placed in the lockers provided.

6. MEMBERSHIP CANCELLATION

- A. Cooling-off Period – New members
 - i. New members have the right to cancel their membership within the 7 day cooling-off period which commences at the close of business on the date of signing.
 - ii. Upon cancellation, all monies will be refunded on a pro rata basis with the exception of administration charges for services already delivered.
 - iii. All cancellations requests must be made in writing to the Senior Coordinator Leisure Facilities.
- B. Direct Debit Open Contract
 - i. Cancellation requests must be made in writing, or in person (or by authorized agent).
 - ii. Cancellation will only be permitted if membership fees are up to date or any arrears are paid in full at the time the cancellation request is made. Cancellation requires 14 days' written notice and any payments scheduled to be taken in the next 14 days will be taken as notice period.
 - iv. Membership ceases at the end of the 14 days' notice period.
- C. Permanent Disability
 - i. If a member provides evidence of a permanent disability or incapacity, the Senior Coordinator Leisure Facilities may agree to cancel the member's membership without paying any cancellation fees.

7. REPLACEMENT CARD FEE

If a Membership Card has been damaged and the damaged card handed in then a Replacement Card will be provided. If the membership card has been lost a \$5 replacement card fee will be charged.

8. ADDITIONAL FEES FOR SPECIAL SERVICES

Some services are only available upon payment of an additional fee and these include, but are not limited to, personal training, crèche and swimming lessons.

9. DAMAGE TO THE CENTRE

Any member who wilfully or negligently causes damage to the Centre, its equipment or contents is responsible for the cost of that damage. Members are responsible for any damage caused by their guests and children.

10. SAFETY MAINTENANCE & SERVICE DEMAND

The Senior Coordinator Leisure Facilities, may from time to time as deemed reasonably necessary:

- A. Close any part of the Centre or isolate any piece of equipment for maintenance or safety reasons;
- B. Change opening and closing hours of the Centre or alter class timetables in accordance with demand; and
- C. Vary the Centre's rules.

Where this occurs the Senior Coordinator Leisure Facilities will provide reasonable notice on the Centre's notice boards or at its reception area.

11. DAMAGE & PERSONAL INJURY - DISCLAIMER

The City acknowledges that certain laws (e.g. the Australian Consumer Law) imply terms, conditions or warranties into contracts for the supply of goods or services that cannot be excluded. Nothing in these terms and conditions is intended to exclude or restrict the application of such laws. Subject to that limitation and to the extent permitted by law, the City (on behalf of itself and its officers, servants and agents) excludes any liability to the member 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 member or for any costs, charges or expenses incurred by the member arising from or in connection with this contract and/or the services/products provided by the City (or its officers, servants or agents) at the Centre, and/or any act or omission of the City (or its officers, servants or agents).

12. SEVERABILITY

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

13. MEMBERSHIP SUSPENSION

The Senior Coordinator Leisure Facilities may permit a temporary suspension of this contract.

- A. Suspension requests must be made in writing, in person (or by authorised agent), to the Senior Coordinator Leisure Facilities on the approved suspension request form.
- B. Suspension will only be considered if membership fees are up to date or any arrears are paid in full at the time of the request for suspension is made.
- C. Suspension request must be made at least 3 days prior to the requested commencement date of the suspension. A request to extend an agreed suspension must be made at least 3 days before that period ends.
- D. In an appropriate case, the Senior Coordinator Leisure Facilities may allow a suspension to begin at a time before the suspension request is made.
- E. The Senior Coordinator Leisure Facilities may permit a suspension on medical grounds upon presentation of medical or other evidence to support a suspension application.
- F. The minimum permitted suspension period is 2 weeks. Full membership fees will resume at the end of an agreed suspension period.
- G. In any financial year, Members receive 12 weeks free suspension. Additional suspension time may be considered with a copy of medical evidence.
- H. During centre partial or full closure the Senior Coordinator Leisure Facilities may offer suspension of membership free of charge and outside of normal yearly suspension limits.
- I. Suspension can be in writing, in person on centre forms or by email to centre email address.

14. BREACH OF TERMS & CONDITIONS

Any breach of these terms and conditions will result in a warning and may also lead to the suspension or termination of your membership.

15. DIRECT DEBIT MEMBERSHIP

- A. All direct debit memberships are ongoing memberships which can be cancelled at any time as per terms stated in this agreement.
- B. Direct Debit membership payments are processed by the City's assigned third party payment provider Debit Success. A separate agreement is signed with them to authorise membership payments.
- C. If you terminate the agreement or stop the automatic payment arrangement in a manner not described in this contract, then you may be liable to the City for damages for breach of contract.
- D. A copy of the Direct Debit Contract will be emailed once confirmation of the membership, if no email is available a copy will be printed out.

16. NO PHOTOGRAPHY

No photography (including mobile phone photography) is permitted in any part of the Centre without the written consent of the Senior Coordinator Leisure Facilities. Taking photographs in change rooms is a serious breach and may result in immediate termination of your membership.

17. PRIVACY

The City respects the privacy and protection of all personal information and adheres to the national Privacy Principles in the *Privacy Act 1988*. The City collects personal information from individuals, only for purposes that are lawful and related to a function or activity of the City. Information is collected through electronic, verbal and written correspondence by lawful and fair means.

18. PRICE INCREASES & FUTURE CHANGES

Written notification to the member's last known address will be provided 30 days in advance of any increase in membership fees or changes to the terms and conditions of your membership.

19. SUGGESTIONS, FEEDBACK & COMPLAINTS

Suggestions, feedback and complaints can be made in writing to aquajetty@rockingham.wa.gov.au. They will be answered writing 2 working days unless a more detailed response is needed which may take up to 10 working days.