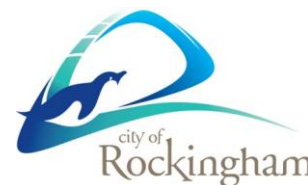


# Aqua Jetty Membership Agreement Terms and Conditions



Welcome to Aqua Jetty.

To ensure the facility provides a high level of service in a safe, healthy and pleasant environment, members must strictly comply with these terms and conditions which constitute your Aqua Jetty membership agreement (“agreement”).

## 1. Your membership

- 1.1 Your membership is not transferable to another person.
- 1.2 You acknowledge and agree that your membership access card cannot be shared with another person, friend or family member. If you breach this term, you will be notified by us and/or have your membership suspended or cancelled.
- 1.3 Accessing facilities or services outside this membership – such as personal training or crèche - requires a separate agreement or paid access. Please contact customer service for details.
- 1.4 If your membership type is Aquatic Junior, Teen or Tween a legal guardian/parent must be included on membership sign up terms and conditions.

## 2. Your membership Access Card

- 2.1 You will need your membership access card to access the facility and must swipe this each time you use the facilities and services.
- 2.2 If you do not have your membership access card with you at the time of entering you will only be permitted to access the facility by signing in at reception.
- 2.3 You must not let anyone else into the facility at any time or let anyone else use your access card.
- 2.4 If your access card is lost or stolen, you must notify us to be issued with a new access card or you may be refused access to the facility. Replacement cards are provided at a cost of \$5.00.

## 3. Duration of Your membership

- 3.1 This membership agreement will commence on the start date.
- 3.2 If your membership type is ‘Paid in Full’, this membership agreement will, unless terminated by you or us, expire at the end of the Paid in Full Term.
- 3.3 If your membership type is ‘Direct Debit’, this membership will, unless terminated by you or us, automatically continue at the end of the direct debit minimum term on an ongoing basis until cancelled by you or us.
- 3.4 membership
- 3.5 New members have the right to cancel their membership within the seven-day cooling-off period which commences at the close of business on the date of signing.
- 3.6 Upon cancellation, all monies will be refunded on a pro-rata basis minus administration charges for services already delivered.

## 4. Changes to Facilities

- 4.1 We may change all or part of the facility at any time, including by;  
(a) Adding, removing or replacing equipment (whether available for use by your membership type or not)

# Aqua Jetty Membership Agreement Terms and Conditions



- (b) Change the name of the facility; and
- (c) Temporarily or permanently closing parts of the facility (including under the circumstances described in clause 10).

- 4.2 Any changes to the facility as described in clause 4.1 does not constitute a change to this membership agreement and does not entitle you to terminate this membership agreement.

## 5. Changes to Your membership type

- 5.1 You must ensure that any/all changes to your membership are completed prior to your next scheduled membership direct debit. These changes include altering payment details, upgrading or downgrading your membership.
- 5.2 If your membership type is 'Aquatic Junior', 'Teen' or 'Tween', your membership will be upgraded to the equivalent full priced membership on the first direct debit after your 18<sup>th</sup> birthday.
- 5.3 If your membership type is discounted and we identify that you are no longer entitled to the discount (for example due to a change in your employment status or failure to provide updated proof of eligibility) your membership will automatically be converted to the equivalent full-priced membership on the next scheduled direct debit. You will be notified of this change prior to the adjustment taking effect.

## 6. Payments

### fees

- 6.1 If your membership Type is Paid in Full, you must pay all relevant fees up front for the Paid in Full Term by the Payment Method.
- 6.2 If your membership Type is Direct Debit, you must complete the direct debit agreement agreeing to pay the pro-rata amount along with the joining fee and administration fee.

### Direct Debit

- 6.3 Direct Debit membership payments are processed by the City's assigned third party payment provider Worldpay (Payrix), and you will be required to enter into a direct debit contract with the provider. If you terminate the agreement or stop the automatic payment arrangement in a manner not described in this agreement, then you may be liable to the City for damages for breach of contract.
- 6.4 A copy of the direct debit contract will be emailed to you once your membership is confirmed and if no email is available a copy will be printed out and posted to you or left for your collection at the facility.
- 6.5 It is your responsibility to ensure you have adequate funds available in your account. Failure to do so will result in a payment default fee being charged to your nominated account.

### Changes to direct debit payment method and payment details

- 6.6 If you wish to change the details relating to your direct debit payment method, you must update these through your client portal prior to the scheduled fortnightly direct debit to ensure we receive payment of your fees. Any failed payment as a result of changes to payment method and details, will result in a payment default fee being charged to your nominated account.

# Aqua Jetty Membership Agreement Terms and Conditions



## Payment method fees

- 6.7 If you have chosen to pay by a payment method that causes us to incur any merchant or transaction fees, we may pass these fees on to you.

## Refunds

- 6.8 The facility is under no obligation to return funds paid by the member, except as expressly set out in this membership agreement.

## Dishonoured Payments

- 6.9 If your direct debit payment method fails for any reason:
- (a) We will freeze your facility access as soon as your bank has informed us that a payment has been dishonoured. We will notify you when a payment has been dishonoured.
  - (b) You will be charged an administration fee for each time a payment is dishonoured. This is in addition to your outstanding fees and any payment default fee being charged to your nominated account. The administration fee is outlined in the fees and Charges for the current financial year.
  - (c) Your access to the facility may be restricted until all outstanding payments are settled in full. This is subject to management's discretion.
  - (d) The facility reserves the right to attempt to debit any outstanding payments and/ or dishonour fees on the next scheduled payment date.
- 6.10 You must pay us all resulting fees and charges on demand, and
- 6.11 Your membership will be cancelled after two (2) consecutive failed debit attempts if we are unable to contact you. Outstanding fees will need to be paid on re-joining.

## GST

- 6.12 Your fees are inclusive of goods and services tax (GST).

## Adjustment to fees

- 6.13 Written notification to the member's last known contact details will be provided 30 days in advance of any increase in membership fees or changes to the terms and conditions of your membership. You are required to:
- pay any adjusted fees from the date the adjustment takes effect, and
  - authorise us to change any debit from your payment method to accord with any adjustment.

## 7. Your membership Obligations

### Facility rules

- 7.1 You must:
- (a) comply with the facility rules at all times
  - (b) comply with instructions given by our staff in relation to the facility
  - (c) not interfere with the use of the facility by any other person (including any facility members and hirers of equipment or areas in the facility), and
  - (d) not behave in a way which is inappropriate, risky or detrimental to or interferes with the safe enjoyment of the facility by others.

# Aqua Jetty Membership Agreement Terms and Conditions



## Access

- 7.2 All or part of the facility and any equipment of the facility may be unavailable on a temporary basis, including for maintenance, repairs, private functions, community group programming, exclusive use, and facility programming
- 7.3 As provided under the City of Rockingham Public Places and Local Government Property Local Law 2018 (Local Law), we may deny you access to the facility or direct you to leave the facility if we decide that your behaviour is inconsistent with the facility rules or the Local Law.

## 8. Health Club Programs and Recommended Activities

- 8.1 Our employees may, on your request, develop a fitness program and/or recommended activities for you at the facility. You acknowledge and agree that:
- (a) Our employees and contractors, unless we give you written notice otherwise, hold no medical qualifications
  - (b) You must provide us with any known medical conditions that may impact your ability to carry out certain programs and/ or activities, and
  - (c) You follow the program and/ or recommendations at your own risk and we are not liable to you for any claim (including any action, proceeding, debt, demand, cost or expense) resulting or arising from you following the program and/or recommendations.

## 9. Medical

- 9.1 You authorise us to obtain medical/ambulance assistance for you in the case of an accident or emergency involving you and are responsible for any costs incurred. If the facility incurs any costs, you agree to reimburse the facility on demand for all costs we incur in obtaining such assistance.

## 10. Emergencies and Natural Disasters

- 10.1 We may be required to use all or part of the facility during emergencies or natural disasters, including providing and coordinating support to those affected by bushfire or heatwaves. You may not be able to access or use all or part of the facility during these periods.
- 10.2 We will use reasonable endeavours to provide you with notice of any Emergency Period in accordance with clause 65.

## 11. Suspending your membership

### Suspension by you

- 11.1 You may voluntarily suspend ('freeze') your membership. This can be completed through your Client Portal, for one or more periods of a minimum of seven days up to a maximum of 12 weeks per calendar year, January to December (annual freeze total).
- 11.2 If you have used your 12 weeks per calendar year and require additional freezes, a \$10 fortnightly fee will be charged to retain your freeze.

# Aqua Jetty Membership Agreement Terms and Conditions



- 11.3 Freezes can only be applied for future periods (not historical) unless a medical certificate is provided to the Centre with applicable dates indicated, in which case an exception may be made on a case-by-case basis.
- 11.4 You may not freeze your membership if either you or we have given written notice terminating this membership agreement.
- 11.5 Unused freeze periods do not roll over.
- 11.6 If you have a medical certificate, you may freeze without impacting your annual freeze total. The certificate must clearly outline the dates for which you are medically unfit to utilise your membership. The medical certificate must be supplied to staff.

## Suspensions by Aqua Jetty

- 11.7 We may freeze your membership from time to time for a period chosen by giving you written notice:
  - (a) If you fail to pay the fees (or any instalment of the fees), or part thereof, when due.
  - (b) If we determine that you have behaved in a way which is inappropriate, risky or detrimental to the safe enjoyment of the facility by others, is a breach of the facility Rules and/or Local Law.
  - (c) If we consider your use or access of the facility poses a health risk to you or any other person, and you have not provided us with the evidence as we reasonably require (including a medical certificate) to the contrary.
  - (d) If you breach any term of this membership agreement, and either:
    - i. You do not remedy the breach within 10 Days of written notice from us, or
- ii. The breach is incapable of being remedied.
  - (e) If the facility is unavailable or unfit for use, including during an Emergency Period.

## Effect of Suspension/Freeze

- 11.8 During any freeze period you must not use the facility under this membership agreement, and
- 11.9 You will not pay the membership fees for the freeze period.
- 11.10 We will make a pro-rata adjustment to your membership fees and, if applicable, credit any part of the membership fees applicable for the freeze period.

## 12. Termination of membership

### Termination by You

- 12.1 You may terminate membership this agreement:
  - (a) If your membership Type is Direct Debit – at any time after the end of the minimum Term and giving us at least 14 Days' notice by providing us with written notice.
  - (b) If your membership type is Upfront – by giving us at least 30 Days' notice by providing us with written notice. Any outstanding monies will be refunded minus joining fees. Should the request for termination be for medical reasons and evidence is supplied, the notice period can be shortened with approval from management.
  - (c) Termination of a current membership cannot be enacted if the membership is currently on a suspension/freeze. The cancellation notification period will commence from the date the suspension/freeze ends.
  - (d) 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.
  - (e) Cancellation requires 14 days' written notice and any payments scheduled to be taken in the next 14 days will be taken as notice period.
  - (f) membership ceases at the end of the 14-days' notice period.

# Aqua Jetty Membership Agreement Terms and Conditions



- (g) If a member provides evidence of a permanent disability or incapacity, the facility may agree to cancel the member's membership without paying any cancellation fees.

## Termination by Aqua Jetty

- 12.2 We may terminate a membership agreement giving you written notice:
  - (a) If you fail to pay the fees (or any instalment of fees) when due.
  - (b) If we determine that you have facility breached the facility Rules, the Local Law, or you have been convicted of a crime .
  - (c) If you breach any term of this membership agreement, and either:
    - o If you do not remedy the breach within 10 Business Days on written notice from us, or
    - o If the breach is incapable of being remedied,
  - (d) If the facility is unavailable or unfit for use.

## Effect of Termination

- 12.3 You must pay us any outstanding fees for the period up to and including the date of termination.

## 13. Liability

- 13.1 By signing this membership agreement, you:
  - (a) Are declaring that you are medically and physically able to participate in physical activity and understand and accept the inherent risks of undertaking exercise and the exercise programs, advice and instructions provided at the facility.
  - (b) Acknowledge and agree that you enter the facility and surrounds and/or participate in programs, use the equipment and/or take advantage of services offered by us absolutely at your own risk.
  - (c) Acknowledge and agree that you release and discharge us from all liability for loss, damage or injury that you may sustain.
  - (d) You indemnify us to the extent permitted by law in respect of any claim by any person as a result of or in connection with your membership agreement and/or participation in any of our activities.
  - (e) This release and indemnity shall not apply to the extent that the loss, damage or injury which is the subject of the claim is caused, or contributed to, by an act or omission by us.

## 14. Disputes and Complaints

- 14.1 If a dispute arises concerning this membership agreement or you have any complaints about the facility or us, please give us written notice of the dispute or complaint. We will contact you as soon as possible to discuss and endeavor to resolve the dispute or your complaint. They will be answered in writing within two working days unless a more detailed response is needed which may take up to 10 working days.

## 15. Privacy

- 15.1 We will have access to personal information about you, such as your name and address.

# Aqua Jetty Membership Agreement Terms and Conditions



- 15.2 We will only use, disclose and deal with your personal information in accordance with our privacy policy.
- 15.3 No photography (including mobile phone photography) is permitted in any part of the facility without a signed Photography and Video Release Form.
- 15.4 Taking photographs in change rooms is a serious breach and may result in immediate termination of your membership.
- 15.5 The facility is available for the use of the general public and not exclusively to members.
- 15.6 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.
- 15.7 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.

## Your Contact Details

- 15.8 Your contact details are set out in the account details in your client portal.
- 15.9 You are responsible for ensuring contact details are up to date in your client portal.

## Notices from you to Aqua Jetty

- 15.10 You may serve notices on us under this membership agreement by any of the following methods:
  - Through the applicable online form on our website
  - By email to [aquajettymemberships@rockingham.wa.gov.au](mailto:aquajettymemberships@rockingham.wa.gov.au)
  - By hand delivery to the facility.

## Notices from Aqua Jetty to you

- 15.11 We may issue a notice to you under this membership agreement by any of the following methods:
  - (a) By email (our primary option), to the address listed in the membership Details (or to any email address you have notified us of in accordance with clause 63.
  - (b) By SMS, to the mobile number listed in the membership Details (or to any mobile number you have notified us of in accordance with clause 63.
  - (c) In the case of general notices to the membership by publishing a notice:
    - i. on our website and/or social media channels; and/or
    - ii. on signage in the Centre.
  - (d)

## 16. Miscellaneous

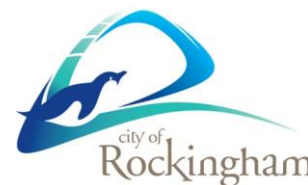
### Governing law

- 16.1 This membership agreement is governed by the law applying in Western Australia. You submit to the non-exclusive jurisdiction of the courts of Western Australia.

### Membership identification

- 16.2 A current form of photo identification showing full name and address of the membership applicant is required for all membership applications.

# Aqua Jetty Membership Agreement Terms and Conditions



- 16.3 If a member has a photograph of their face associated with their membership, the City will use this photograph only for the purposes of confirming the member's identity during the member's use of the facility.

## **Privacy**

- 16.5 The City respects the privacy of members' data, holds all member personal and sensitive data securely, and only uses this data for purposes associated with a member's membership and for any lawful requirement.

## **17. Service Disruptions**

- 17.1 While every effort is made to provide access to advertised facilities and services, they may be unavailable at times due to mechanical breakdown, staff illness or other unforeseen reasons. The facility will not be held responsible or liable for such occurrences.
- 17.2 In the event of a planned facility closure or disruption to service, we will use reasonable endeavours to tell you in advance. We may close off areas of the facility for refurbishment for extended periods of time.
- 17.3 In the event of an unforeseen facility closure or disruption to service of more than four days without prior written notification, we may issue credits to memberships for lost time.
- 17.4 We are not responsible if members cannot use our facilities for events beyond our reasonable control (act of nature, a road or building closure or similar) . If such a closure continues for more than 30 days, then either you or we may cancel this agreement immediately by written notice.

## **18. Crèche**

- 18.1 The crèche is an unlicensed service. Parents or guardians must remain within the facility while their child is in the crèche and there is a limit of two hours per child per day.
- 18.2 The use of crèche services is strictly for children of members (the member is the parent or legal guardian).
- 18.3 Enrolment or booking of children that the member is not the parent or legal guardian of can result in any bookings being cancelled at the member's expense.

Please refer to Crèche Terms and Conditions for clarification. Terms and Conditions [can be accessed here.](#)

## Appendix

### Membership Type Eligibility

The criteria below outline eligibility criteria for certain membership types.

Aqua Jetty reserves the right to check eligibility requirements for the membership types below at its discretion.

If the eligibility criteria for a current member is not met for their current membership type, then the facility has the right to advise and change the membership to an eligible type or to terminate the contract as per the membership Terms and Conditions.

### Concession membership types

In order to hold a concession membership type the member is required to hold a current concession card. Accepted forms of concession include:

- Health Care Card under the members' name with a future expiry date
- Pensioner Concession Card under the members name with a future expiry date
- Student concession Card
- Department of Veteran Affairs Card
- Companion Card

Upon the expiry date of the submitted concession card the member must ensure to supply a current, valid concession card before the next membership payment debit date to ensure currency of this membership type.

Failure to supply an updated and current concession card upon expiry of the previous card will result in the membership held being reverted to the applicable non-concession version of held membership.

### FIFO membership

In order to be eligible for the FIFO membership the member must provide evidence of employment before the commencement of the membership. Evidence can include:

- Current Employment contract detailing remote aspect of employment.
- Letter from Employer on a business letterhead with contact information confirming employment and the remote aspect of the position.
- Email from Employer from a business email address confirming employment and the remote aspect of the position.

Eligibility for this membership type will be reconfirmed every three months or on recommencement of the same membership type after a contract termination.

### Corporate memberships

Corporate memberships are only available to individuals associated with a business or organisation with a prior agreement with the facility to offer these membership types.

Eligibility is determined by the agreement with the client organisation and the facility but may include:

- Current Employment contract or enrolment documentation showing organisational association.
- Communication from the client organisation via an authorised delegate confirming eligibility for membership current valid identification.

# Aqua Jetty Membership Agreement Terms and Conditions



- The facility or the client organisation will confirm eligibility requirements with the member on request.
- Eligibility for this membership type will be reconfirmed every 12 months or on recommencement of the same membership type after a contract termination.