

**This agreement is subject to a 7 day cooling off period.**

Members may cancel their membership within 7 days of entering into this membership agreement. The membership fee will be refunded in full less the current administration fee and the casual fee of any services used.

The 7 day cooling off period commences the day after the member enters into this agreement and finishes 7 days later.

A member's request for cancellation of their membership agreement within the cooling off period must be in writing and emailed to [leisureplex@canning.wa.gov.au](mailto:leisureplex@canning.wa.gov.au)

**General**

- These Membership Terms & Conditions are subject to change without notice.
- These Membership Terms and Conditions are read in conjunction with the Membership Application completed.
- For ongoing (direct debit) memberships, these Terms and Conditions should be read in conjunction with the Direct Debit Request Service Agreement.
- A membership gives access to the areas nominated and paid for at the time of purchase.
- It is the member's responsibility to disclose in writing any particular medical circumstance, either past or present, which may affect their ability to safely use the equipment or participate within an exercise program.
- If requested by an Instructor or appropriate Supervisor, a member will present written confirmation from an authorised practitioner that they are fit to exercise, before proceeding with an exercise program.
- It is the member's responsibility to ensure their membership is current and that their contact details are current.
- The minimum age to use the gym and group fitness facilities is 15. A 14 year old may be permitted to join the gym if the "Gym Foundation Program" or equivalent is completed. Notwithstanding any other condition, parents/guardians of younger applicants must gain approval from the Supervisor, as well as pay the membership fee, before the application for membership will be accepted. If an applicant is under 18 years of age, a parent or guardian is required to sign a declaration.
- Management shall not be held liable for any loss, damage or injury suffered or occasioned by a member as a consequence of the entry to the premises of the Leisureplex and/or the use of any facilities, equipment or programs within the premises.

**Term of Agreement**

- Upfront memberships: The term of the membership agreement is as indicated in the declaration section on the membership application, or in the case of an online application, in the email confirmation that is sent to the member's nominated emailed address.
- Ongoing (direct debit) memberships: The initial term of the agreement is 14 days from the date of joining and continues after the end of this initial term until the member terminates the membership agreement.
- A multi pass has a 12-month validity and must be used within this period or the unused portion will be forfeited. Extensions may be granted in extenuating circumstances that prevent the member from continuing the use of their multi pass (i.e. serious injury or illness supported by relevant documentation).

**Membership Hold (Suspension)**

- A membership suspension request can be submitted in writing to [leisureplex@canning.wa.gov.au](mailto:leisureplex@canning.wa.gov.au), in person at the front or gym receptions or online at [onebooking.canning.wa.gov.au](http://onebooking.canning.wa.gov.au) under Dashboard.
- A non-refundable \$5 fee applies to each membership suspension. This does not apply to suspensions completed online by members or those supported with a medical certificate or other documentation.
- A suspension may be placed more than once throughout the membership period.
- One-year upfront memberships: The minimum period of a suspension is 7 days and the maximum is 365 days with a lifetime limit of 730 days.
- 6-month Strength for Life membership: The minimum period of a suspension is 7 days, and the maximum is 183 days with a lifetime limit of 365 days.

- 3-month Strength for Life membership: The minimum period of a suspension is 7 days, and the maximum is 92 days with a lifetime limit of 183 days
- Ongoing (direct debit) memberships: The minimum period of a suspension is 7 days and the maximum is 90 days with a calendar year limit of 180 days.
- Suspensions cannot be applied to Rehabilitation, Canning Active and 10 day trial memberships.
- Memberships will be re-activated the day after the suspension ends. For ongoing memberships, direct debit payments will resume from the closest fortnightly cycle, pro rata for the active membership period.

**Availability of Services**

- Management has the right to alter or cancel any class, activity, program and access to the facilities. Every attempt will be made to contact members for any cancellation.
- In the event of changes to availability of services, Management has absolute discretion to grant or reject any application for membership extension.

**Member Access**

- A member shall show their membership card each time they enter the facility and at any other time when requested.
- Where a member loses their token, it is their responsibility to advise reception staff immediately. A replacement token will be charged at the current fee.
- A member shall possess no greater right to class access than a casually paying person.
- A valid class pass must be presented to the instructor prior to taking part in all group fitness classes. *No pass = No entry.*
- A Wellness pass must be used at the Centre it was purchased.

**Attire**

- Appropriate dress standards apply at all times. Shirts/tops and enclosed shoes must be worn.
- It is a condition of entry that a towel be brought to and used for every workout. Participants must wipe down equipment after use.

**Equipment**

- All equipment must be handled appropriately and returned after use. Equipment faults or damages must be reported immediately.
- It is recommended that members undertake a workout demonstration prior to commencing unguided use of the gym.

**Fitness Appraisals**

- It is recommended that members undertake a Fitness Appraisal prior to commencing unguided use of the gym.
- Fitness Appraisals and programs are stored on our Mywellness Get Active Canning app which is hosted by a third party supplier being Technogym Mywellness.
- A member can opt out of the Mywellness Get Canning Active app at any time and have their profile deleted by contacting the City.

**Membership Changes**

- Membership change requests can be made in writing and emailed to [leisureplex@canning.wa.gov.au](mailto:leisureplex@canning.wa.gov.au).
- Member details must be kept up to date at all times.
- Direct debit members should refer to the Direct Debit Request Service Agreement for applicable conditions and process to initiate change requests.
- A membership can be upgraded by paying the difference between the original membership and the new membership.

**Transfers, Refunds and Terminations**

- By entering into a membership agreement, a member agrees to be a member of Cannington Leisureplex or Riverton Leisureplex for the period for which they are contracted.
- The membership is only valid for the person named on the membership application form and cannot be transferred or shared.
- Members will have a photo taken to identify the member to staff.

- Management reserves the right to terminate a membership if the member is found to be using facilities for which they have not paid.
- Management may in its absolute discretion terminate a membership where the member is considered to be in Breach of Part IV (Council property, Public Swimming Pools, Public Golf Courses and Recreation Facilities) of the City of Canning Consolidated Local Laws, in respect of the member's use of the Cannington Leisureplex or Riverton Leisureplex.
- Applications for cancellations or refunds are to be made in writing and can be emailed to [leisureplex@canning.wa.gov.au](mailto:leisureplex@canning.wa.gov.au).

#### UPFRONT MEMBERSHIPS

- No refunds or cancellations will be given unless there are extenuating circumstances that will prevent the member from continuing to use their membership. (E.g. serious illness or injury, moving interstate or overseas on a permanent basis).
- Requests must be received in writing and approval of requests are at the discretion of Management.
- The current administration fee will apply to any membership cancellations.
- If a request for cancellation is granted, the member is charged to the end of the month following the date of cancellation. Any remaining moneys will be refunded, less the current administration fee.



- The calculation of the refund will not include any bonus time.

#### ONGOING (DIRECT DEBIT) MEMBERSHIPS

- Ongoing memberships can be terminated at any time with no fee or penalty by providing us with at least 14 days notification in writing. Payments will continue to be deducted during this notification period.
- Ongoing monthly memberships can be terminated at any time with no fee or penalty providing notification in writing a minimum of 14 days prior to the next scheduled billing date.
- Management may cancel an ongoing membership where the membership fees are in arrears.

#### Concessions

- Proof of concession must be shown on renewal and when requested.

#### Privacy Statement

- The City of Canning respects the privacy of all members. We consider the protection of an individual's privacy as an integral part of our commitment to serve with accountability and integrity in all activities and programs. Our privacy statement outlines how we manage and store your personal information including our use of third party apps such as Mywellness Get Active Canning.
- The full statement can be found at <https://www.canning.wa.gov.au/places-and-events/places-to-play/cannington-leisureplex/privacy-statement>

Current as of 20/3/2023

ABN: 80 227 965 466