

**This agreement is subject to a 48 hour cooling off period.**

Members may cancel their membership within 48 hours of purchase. The membership will be refunded in full less the current cancellation fee. If a member has used or booked any fitness service such as appraisals or personal training sessions within that 48 hours, the current casual fee for those services will be deducted from the membership fee prior to the membership refund being processed. *A member's request for cancellation must be in writing and may be provided to the reception at either facility, or forwarded to [leisureplex@canning.wa.gov.au](mailto:leisureplex@canning.wa.gov.au).* Fees referred to will be those current at the time of cancellation. The 48 hour cooling off period starts on the day and time the membership is paid for and finishes 48 hours later at that same time of day.

**General**

- These Membership Terms & Conditions are subject to change without notice. The current terms are available on our website <https://www.canning.wa.gov.au/places-and-events/places-to-play/riverton-leisureplex/about-us/memberships>
- A membership gives access to the areas nominated and paid for at the time of purchase.
- Management reserves the right to cancel a membership if the member is found to be using facilities for which they have not paid.
- The Management may in its absolute discretion cancel 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 Laws, in respect of the member's use of the Cannington Leisureplex and Riverton Leisureplex.
- A Membership provides access only to the person who is named on the membership registration form and cannot be transferred to, utilised by, or shared with anyone.
- It is the member's responsibility to ensure their membership is current and that their contact details current.
- It is the member's responsibility to disclose in writing to the appropriate Supervisor any particular medical circumstances, either past or present, which may affect their ability to safely participate within an exercise program.
- If requested by an Instructor or appropriate Supervisor, a member will present written confirmation from a doctor that they are fit to exercise, before proceeding with an exercise program.
- 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 appropriate 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 member's entry to the premises of the Leisureplex and/or the use of any facilities, equipment or programs within the premises.
- A multi pass has 12 month validity and must be used within this period or the unused portion will be forfeited. A Wellness pass must be used at the centre where it was purchased. 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).

**Availability of Services**

- Management has the right to alter or cancel any class, activity, program and access to facility space. 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.

**Membership Hold**

- A \$5 administration fee applies to any membership hold (time stop).
- A time stop must be applied for in advance and may be placed more than once throughout the membership period.
- The minimum number of days of a time stop is 7 days, and the maximum is 365 days.
- Time stops will not be backdated without a medical certificate or other supporting documentation.

**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 card or wristband, it is the responsibility of that member to advise the appropriate staff member immediately. A replacement card or wristband will be charged at the current fee.
- A member shall possess no greater right to class access than a casually paying person. A first come rule applies to all classes where the numbers exceed the maximum level.
- A valid class pass must be presented to the instructor prior to taking part in all group fitness classes. *No pass = No entry.*

**Equipment**

- All equipment must be handled appropriately and returned after use. Equipment faults or damages must be reported immediately.

**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 every workout and participants must wipe down equipment and area after use.

**Fitness Appraisals**

- It is recommended that a member undertake a Fitness Appraisal and a Workout Demonstration 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.

**Upgrades**

- Members can upgrade their membership type at any time. (Direct debit members should refer to the Direct Debit Terms & Conditions)
- A membership can be upgraded by paying the difference between the original membership and the new membership.
- Membership upgrade requests must be made in writing and emailed to [leisureplex@canning.wa.gov.au](mailto:leisureplex@canning.wa.gov.au).

**Cancellations and Refunds**

- A member agrees to be a member of Cannington Leisureplex or Riverton Leisureplex for the period for which they are contracted.
- 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). Approval of cancellation requests are at the discretion of Management.
- Application for cancellations or refunds must be made in writing.
- 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 (excluding bonus time).
- The current cancellation fee will apply to all membership cancellations.
- Management may cancel a membership where the membership fees are in arrears.

**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>