

CANNINGTON LEISUREPLEX AND RIVERTON LEISUREPLEX MEMBERSHIP TERMS AND CONDITIONS

August 2021

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

A member may cancel the membership within 7 days of entering into this membership agreement. The membership will be refunded in full less the current administration fee. If any group fitness or personal training multi-pass sessions have been used within this period, the current casual fee for those services in addition to the administration fee will be deducted from the refund being processed.

Administration fees will be those current at the time of cancellation. 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 must be in writing and may be provided to the facility reception or forwarded to leisureplex@canning.wa.gov.au or in person at front reception by filling out a form given to you at the time.

General

- These Membership Terms & Conditions are subject to change without notice.
- These Terms & Conditions are read in conjunction with the Membership Application completed in person, or, in the case of online applications, the confirmation of membership email that is sent to your nominated email address on the day of your application.
- For ongoing (direct debit) memberships these Term & Conditions should be read in conjunction with the Direct Debit Request Service Agreement.
- A membership gives access to the facilities and services 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, the guardian of younger applicants must gain approval from the Supervisor, as well as pay the membership fee, before the membership application will be accepted. If an applicant is under 18 years of age, a guardian is required to sign the 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 email address on the day of application.
- 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 only if the member terminates the membership agreement.
- A multi pass has 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 (Time Stop)

- A \$5 time stop fee applies to any request for a membership time stop.
- The minimum number of days of a time stop is 7 days, and the maximum is 365 days.
- A time stop must be applied for in advance and may be placed more than once throughout the membership period.
- Requests for back dating a time stop can be considered but must be supported with a medical certificate or other supporting documentation.
- A membership time stop request can be submitted in writing to leisureplex@canning.wa.gov.au or in person at front reception or gym desk by filling out a form that will be given to you at the time.

Availability of Services

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

Closure of the facility due to State Government direction

- In the event of closure of the facility (i.e. for a health incident that requires a lockdown) all memberships will be put on hold (time stop) by the Leisure Services team. The time stop fee will be waived and the number of days that the centre is closed will be added to the end date of each membership
- Multi pass expiry dates will be held and the new expiry date of multi passes will be extended for the same period of the closure.
- In the case of an ongoing (direct debit) membership, the membership will be placed on hold, the \$5 time stop fee waived, and the appropriate debit amount will be calculated on a pro-rata basis and charged from your nominated account just before or after your membership is active again.

Member Access

- A member shall show their membership card or wrist band (token) each time they enter the facility and at any other time when requested.
- To combat the spread of contagious disease and infections, members must register their attendance on every occasion they use the facility using the SafeWA app or the on-site paper contact register. Paper contact registers will remain confidential, will be held securely and destroyed after 28 days. Contact registers will be provided to the WA Department of Health upon request in the event of a health outbreak. Patrons who do not register attendance may be refused access to a facility.

- 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 where 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. Members 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 a member undertake a workout demonstration prior to commencing unguided use of the gym.

Fitness Appraisals

- It is recommended that a member 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.

Upgrades

- Members can upgrade their membership type at any time.
- Direct debit members should refer to the Direct Debit Request Service Agreement for applicable conditions and process to initiate upgrade requests.
- A membership can be upgraded by paying the difference between the original membership and the new membership.
- Membership upgrade requests are made in writing and emailed to leisureplex@canning.wa.gov.au or in person at front reception by filling out a form given to you at the time.

Transfers, refunds and termination

- 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.
- A 7-day cooling off period applies to any membership application and must be made in writing to leisureplex@canning.wa.gov.au or in person at front reception by filling out a form given to you at the time.
- If a request for cancellation is within the 7-day cooling-off period the membership will be refunded in full less the current administration fee. If any group fitness or personal training multi-pass sessions have been used, the current casual fee for those

services plus the administration fee will be deducted from the refund being processed.

- The membership is only valid for the person named on the membership application form and cannot be transferred or shared.
- 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 and Riverton Leisureplex.
- Application for cancellations or refunds are to be made in writing and can be emailed to leisureplex@canning.wa.gov.au or in person at front reception by filling out a form given to you at the time.

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 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.
- Management may cancel an ongoing 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 privacy statement can be found at <https://www.canning.wa.gov.au/places-and-events/places-to-play>

