

# Membership Terms & Conditions - Form A2015

## General – All Memberships

### Definitions

- In these membership Terms & Conditions, "Maroondah Leisure" means Maroondah City Council.
- "Concession memberships" (where applicable) are only available to cardholders with a valid Centrelink Health Care Card, valid Centrelink Pensioner Concession Card or valid Department of Veterans Affairs Pension Card. Cards must remain current during the membership and Maroondah Leisure reserves the right to check the validity of the card at any time. Any member who cannot present a valid card will automatically have their membership revert to the applicable full membership rate.

### Conditions of Use and Entry

- All members must abide by the Maroondah Leisure Code of Conduct
- Maroondah Leisure reserves the right to cancel any membership or category of membership and alter the terms and conditions of membership at its absolute discretion.
- Parents/guardians of children enrolled in learn to swim programs must comply with the Watch Around Water guidelines.

### Access and Bookings

Memberships do not offer any preferential booking arrangements or guarantee venue access for members. All access is subject to availability. Normal booking conditions apply at each venue. Any member who books an activity and does not honor the booking will be charged the relevant casual fee. The outstanding fee must be paid prior to the member being allowed to make any further visits to our facilities.

Specific usage entitlements for the various membership categories can be provided upon request.

### Program Memberships

Program memberships will run in accordance with the schedule determined by the relevant program coordinator. Programs are not conducted on public holidays. Participants must comply with the applicable program policies. For a copy of the relevant policy, contact the program coordinator or email [memberships@maroondah.vic.gov.au](mailto:memberships@maroondah.vic.gov.au)

Parents/guardians are required to be present at all times during lessons. Maroondah Leisure reserves the right to change class times, teachers and/or levels at its absolute discretion.

### Financial Commitments

All memberships are of an ongoing nature and fees will initially be debited from your nominated account at the frequency and amount outlined in the membership details section of this contract. Fees may increase from time to time at Maroondah Leisure's discretion. Your membership will continue indefinitely until a cancellation request is received.

It is the responsibility of the member to keep all contact and banking details up to date. Updated details must be provided at least 7 days prior to the next scheduled debit date.

### Change in Fees or Terms and Conditions

Maroondah Leisure will provide members a minimum 14 days' notice of its intention to change membership fees, the nominated payment schedule or any of the terms and conditions surrounding the membership. Maroondah Leisure will notify members via email or letter at the last known address.

### Dishonored Payments

If a member's direct debit payment is rejected for any reason outside the control of Maroondah Leisure, the member will be charged a \$10 rejection fee. This fee is separate from any fees charged by the member's financial institution. Members will be notified via text message and/or letter of rejected payments and will not be able to use their membership until all outstanding fees are paid.

### Membership Suspensions

Members may suspend their membership for a minimum period of 2 weeks. A suspension fee of \$0.33 per day will be debited from the nominated account as per the regular debiting schedule.

Suspensions will be allowed for extended injury or illness at no charge if a valid medical certificate is produced at the time of the requested suspension. If a member initiates a medical suspension and does not submit a valid medical certificate, the suspension will be charged at a rate of \$0.33 per day.

The minimum period for medical suspension is 2 weeks with the maximum period being 12 months.

Please allow three business days for the processing of suspensions and contract variations

Members requiring medical suspensions will need to provide a medical certificate with specific dates outlining the membership suspension periods required due to incapacity of a medical nature. This medical certificate will need to be provided by a medical doctor that is registered with the Australian Health Practitioner Regulation Agency (AHPRA). Medical certificates produced after the requested period of suspension, along with backdated medical certificates, will not be recognised.

### Program Membership Suspension

Aquahub program memberships cannot be suspended during the months of February to December, other than for medical reasons. The minimum period for medical suspension is 2 weeks and members must complete a suspension form and provide a valid medical certificate. The member's place in the program will be held for a maximum of 6 weeks.

Aquanation program memberships can be suspended for a maximum of 4 weeks per year.

### Cancellation

Members who do not wish to continue their membership are required to complete and submit a cancellation form. Once a completed cancellation form is submitted, members will incur one further direct debit payment. Members are entitled to their normal membership access until the cancellation is effective. Your membership may not be terminated before the expiry of the minimum term or payments referenced in your contract however you may transfer your membership to an eligible non-member for a fee of \$59.

**Cooling off period.** You have a right to cancel this agreement without any reason within 10 business days from and including the day after you signed or received this agreement. Cancellation forms can be completed in person at Aquahub or Aquanation, members can request a copy by emailing [memberships@maroondah.vic.gov.au](mailto:memberships@maroondah.vic.gov.au) or by writing to: Maroondah Leisure Memberships, PO Box 156, Ringwood VIC 3134.

### Membership Cards and Bands

Members must present their own membership card or band to the venue's reception for recording prior to participation at any venue. Failure to produce a valid membership card or band will result in the normal public access fees being charged. Lost or defaced cards and bands are to be replaced immediately. Replacement cards and bands will incur a replacement fee of \$10

### Crèche and Waterslide Facilities

The crèche facilities available at Aquahub, Aquanation and The Rings and waterslides at Aquanation are not part of any membership entitlements and a separate charge for use will apply. The hours of operation, fees charged and operating conditions may vary at Maroondah Leisure's discretion.

### PRIVACY

Maroondah City Council is committed to the principals as prescribed by the information Privacy Act. The information on this form is being collected to ensure accurate enrolment and contact details.

Your information will be accessed by Maroondah City Council staff. Your information will not otherwise be disclosed except as required by law. Maroondah City Council has appointed a Privacy Officer to assist in the implementation of the legislation in addition to handling any enquiries. Our Privacy Officer may be contacted on 1300 882 233 or email at [privacy@maroondah.vic.gov](mailto:privacy@maroondah.vic.gov).