

## Terms and Conditions - Maroondah City Council - Leisure Membership

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### Freezing (deferring) your membership (direct debit agreement) - Swim Plus, Fitness Plus, Wellness Plus

- Members are entitled to freeze their membership payments for any reason, including medical reasons, with no medical certificate required.
- Fitness Plus, Swim Plus and Wellness Plus members may freeze their membership payments for an unlimited period (end date must be specified).
- The minimum period a member may freeze their membership payments for is one (1) week.
- Regular membership costs will resume at the completion of the freeze period.
- Minimum term and fixed term members will have the duration of their freeze added to the end of their minimum term period.
- If you freeze your membership for medical reasons, you must obtain appropriate clearance from your doctor or medical professional to resume physical activities at Maroondah City Council Leisure facilities. Maroondah City Council Leisure employees are not medical professionals.
- Retrospective freezes will not be accepted (extenuating circumstances may be considered).

### Freezing (deferring) your membership (direct debit agreement) - Lifestyle and Golf

- Lifestyle and Golf Members are entitled to freeze their membership payments for a maximum of eight (8) weeks per year, including medical reasons, with no medical certificate required.
- The minimum period a member may freeze their membership payments for is one (1) week.
- Regular membership costs will resume at the completion of the freeze period.
- If you exceed the 8-week limit due to extended injury or illness, you may produce a valid medical certificate (provided by a medical doctor that is registered with the Australian Health Practitioner Regulation Agency (AHPRA)) specifying the membership freeze periods. If you freeze your membership for medical reasons, you must obtain appropriate clearance from your doctor or medical professional to resume physical activities at Maroondah City Council Leisure facilities. Maroondah City Council Leisure employees are not medical professionals.
- Retrospective freezes will not be accepted (extenuating circumstances may be considered).

### Programs membership (swim lessons and gymnastics)

- Swimming lessons require a joining fee per student, payable upon enrolment.
- Gymnastics requires an annual administration fee per student, payable upon enrolment. This fee covers Gymnastics Victoria registration and insurance.
- Program students are entitled to eight (8) weeks freeze per calendar year for any reason, including medical reasons with a certificate and public holidays. Programs are not conducted on public holidays. When you freeze, it is for the full week and not just lesson day. Your freeze limit will not reset if you cancel your membership and return in the same calendar year.
- If you exceed the 8-week limit due to extended injury or illness, you may produce a valid medical certificate (provided by a medical doctor that is registered with the Australian Health Practitioner Regulation Agency (AHPRA)) specifying the membership freeze periods to avail of freezes with no charge. These requests are subject to approval by Maroondah City Council.
- Additional freezes may be available over the program break period in December & January.
- Parents/guardians must be present at all times during lessons for children under the age of 10 years old.
- Maroondah City Council may change class times, teachers, and/or levels at its absolute discretion.
- All teachers and coaches hold qualifications recognised by the peak industry bodies. For a copy of the relevant policy, contact the program coordinator.
- Retrospective freezes will not be accepted (extenuating circumstances may be considered)

### Cancellation (Alteration)

- Members who wish to cancel their membership must obtain a **Cancellation Request Form** by contacting Maroondah Leisure.
- Once the cancellation request form is processed, members will incur one further direct debit payment.
- Freezing of membership will not be accepted during this period.
- Members are entitled to their normal membership access for the days of membership paid for.
- Members who have committed to a minimum 12 month term membership may terminate this agreement before the expiry of the minimum term or payments if all the instalments and fees due up to the date of termination are paid, and in addition the cancellation fee of \$150 or the balance of remaining payments (whichever is the lesser).
- If a membership is frozen for any period of time it will extend the end of commitment date by the number of days the freeze occurs for.
- Members who have committed to a fixed term membership are not entitled to terminate this agreement prior to the commitment period and will not be eligible to a refund of payments made.

### Cooling Off Period

- You have a right to cancel this agreement without any reason within seven (7) days from and including the day after you signed or received this agreement. You may be refunded for monies paid to services not yet rendered. Members who wish to cancel their membership can request a cancellation by emailing [memberships@maroondah.vic.gov.au](mailto:memberships@maroondah.vic.gov.au)

### **Outstanding Membership Fees**

- Members whose direct debit payments are rejected will incur a rejection fee for each failed payment.
- Members who have outstanding membership fees, including rejection fees, will not be permitted access to Maroondah City Council Leisure facilities.
- The outstanding fee must be paid before the member's next visit.
- Failure to pay overdue membership fees following reasonable requests from us may constitute a breach of contract and may lead to termination of membership.
- For further information on our Outstanding Membership Fee processes, please contact [memberships@maroondah.vic.gov.au](mailto:memberships@maroondah.vic.gov.au)

### **Refunds**

- All refund requests will be reviewed by Maroondah City Council, including those with a medical certificate.
- Maroondah City Council reserve the right to approve or deny refund requests based on the provided information and our internal policies.

### **Price Increases**

- Maroondah City Council reserve the right to increase membership fees with 28 days notice to the customer. Members reserve the right to terminate membership if they do not agree to these increases.

### **Transfer of Membership**

- Maroondah City Council Leisure memberships are non-transferable. Members are prohibited from transferring their membership to any other person, entity or organisation.

### **Non-attendance**

- Non-attendance at Maroondah Leisure facilities for extended periods of time does not imply cancellation, nor does it entitle the member to a refund. It is the member's responsibility to request a freeze or cancellation.

### **Concession Card Holders**

- Membership fees are charged at the full advertised rate, unless a current concession card is maintained and proof provided to us.
- If current and valid proof of a concession card is not supplied, the membership fees will automatically revert to the full relevant membership rate from the next direct debit after the concession card expiry on file.

### **Conditions of Use and Entry**

- All members and parents/guardians must abide by the Maroondah City Council - Leisure [Code of Conduct](#), including the Watch Around Water guidelines. These are available at [www.maroondahleisure.com.au/conduct](http://www.maroondahleisure.com.au/conduct).
- Maroondah City Council require a photograph of each member to be taken at membership commencement, for identification purposes utilised upon entry to Maroondah Leisure facilities.
- In order to take a photo of anyone under the age of 18 must obtain parent's consent.
- Maroondah City Council reserves the right to terminate any membership where the member breaches membership or conduct terms, including but not limited to, providing false or misleading information or inappropriate or aggressive behaviour.
- Maroondah City Council may cancel membership or categories of membership or alter the terms and conditions of membership with advanced notice.
- Please note we have CCTV cameras operating throughout Maroondah Leisure Facilities for security purposes.

### **Access and bookings**

- Wellness Plus members may book 72 hours prior to commencement of class.
- All other membership types and casual users may book 48 hours prior to commencement of class.
- Normal booking conditions apply at each venue.
- The outstanding fee must be paid before the member is allowed access to Maroondah City Council Leisure facilities.
- Specific usage entitlements for the various membership categories can be provided upon request.

### **Membership Cards, Fobs and Bands**

- Membership access cards, fobs or bands are non-transferrable and are only to be used by the assigned member.
- Another person using an access card, fob or band will be treated as breach of code of conduct by a member and reason for Maroondah City Council to terminate the agreement.
- Lost/defaced cards and bands should be replaced immediately.
- Replacement cards and bands will incur a replacement fee.

### **Minors**

- As parent and/or guardian of a minor, you hereby agree to be fully responsible for any and all actions, damages, injuries, or loss to property or person, performed by the minor with or without your supervision, whether in accordance with this Agreement or otherwise.

### **Warranty**

- You warrant that all the information provided to us is accurate and true.

- You further warrant and represent that you do not have any medical or mental condition or disability or disease, which could be or become worse as a result of your use of the membership facilities or result in damage to your health, other than as expressly disclosed to us prior to or upon your enrollment for membership.

### Gym Induction

- By signing these terms and conditions you acknowledge that if you require assistance with any machine and/or equipment within the gym you will ask a gym instructor or book in for a gym induction.
- **Patrons using these facilities do so at their own risk and acknowledge that no liability attaches to Maroondah City Council for any loss and/or injury they may sustain.**
- All teen gym members must attend an initial consultation with a parent or guardian present before starting.

### Corporate Memberships - Terms and Conditions

- *Eligibility requirements*
  - Organisation must be located within the City of Maroondah.
  - Organisation must be approved by Maroondah Leisure Customer Experience Leadership Team to participate in the Maroondah Corporate Membership program.
  - Approval criteria review includes location and ABN check, employee count, registration of minimum five (5) employees from that organisation.
  - Each employee will be required to provide proof of employment.
  - 15% discount (off standard price) applies to each joining member.
- *Conditions of use*
  - Corporate membership discount is available for any membership type, excluding Teen and Off Peak memberships.
  - Memberships are non-transferrable. This includes use of access cards, fobs or bands.
  - Maroondah Leisure reserves the right to terminate any membership where the member breaches membership or conduct terms, including but not limited to, providing false or misleading information or inappropriate behaviour.
- *Cancellation Policy*
  - Organisations must always have at least five (5) employees registered as Maroondah Corporate Members. Periodic checks will be undertaken by Maroondah Leisure to ensure this is the case. Failure to comply with this requirement may result in all members being moved to a full price membership option.
  - Should the minimum number of registered employees no longer meet the Maroondah Corporate Membership requirements, the organisation will have two (2) weeks from notice date to secure replacements. Failure to comply with this requirement may result in all remaining members being moved to a full price membership option.

### Grievance Process

If you have any concerns or complaints, we ask that you raise these with Maroondah City Council as soon as possible, by filling out a [Feedback Form](#) or contacting [memberships@maroondah.vic.gov.au](mailto:memberships@maroondah.vic.gov.au).

Upon receiving a formal complaint, Maroondah City Council will initiate an investigation to gather all relevant information. After completing the investigation, Maroondah City Council will review the findings and make a decision based on the available information. This decision will be communicated to the individual who filed the grievance, along with any recommended actions or resolutions.

### Australian Consumer Law

- The Australian Consumer Law (CL) permits a supplier of recreational services to ask you to accept some limitations on the statutory guarantees set out in this form. Nothing in this agreement excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy (including under a statutory guarantee) which cannot lawfully be excluded, restricted or modified. Otherwise and as expressly included in this agreement, all implied terms, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded from this agreement. In particular, but subject to the Warning provided herein, we are not liable for:
  - negligence; or
  - breach of terms implied that services will be provided with reasonable care and skill, at common law that in either case results in your death or injury (as defined in the statutory guarantees) in connection with or under this agreement but to avoid doubt we do not exclude liability for our gross negligence.

### Privacy and Data Protection

- Maroondah City Council is committed to the principals as prescribed by the *Privacy and Data Protection Act 2014*. The information on this form is being collected to ensure accurate enrolment and contact details and facilitating the provision of our services to you.
- Your information will be accessed by Maroondah City Council staff for internal and administrative purposes, debt collection purposes or to communicate promotional offer and membership benefits, newsletters and special events to you. Your information will not otherwise be disclosed except to our professional advisors, debt collection services providers, third parties providing benefits to our members and financiers or government authorities or organisations as required or authorised 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.au](mailto:privacy@maroondah.vic.gov.au)

# Membership Terms & Conditions - Form A2024

## Direct Debit Request Service Agreement

### Definitions

In this agreement, "Maroondah Leisure" or "us" means Maroondah City Council, **you** are the customer who has authorised the *Direct Debit Request*. Prices stated in this document are exclusive of GST.

**account** means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.

**agreement** means this Direct Debit Request Service Agreement between *you* and *us*.

**banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**debit day** means the day that payment by *you* to *us* is due.

**debit payment** means a particular transaction where a debit is made.

**Direct Debit Request** means the written, verbal or online request between *us* and *you* to debit funds from your account.

**your financial institution** means the financial institution at which you hold the *account* you have authorised us to debit.

### Debiting your account

By submitting a *Direct Debit Request*, *you* have authorised *us* to arrange for funds to be debited from *your account*. The *Direct Debit Request* and this *agreement* set out the arrangement between *us* and *you*. You must pay on demand all resulting fees and charges; and authorise to charge You via Your Payment Method for any such resulting fees and charges. If the direct debit details you give us fail, you are liable to pay to us all resulting fees and debts.

We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*. If the *debit day* falls on a day that is not a *banking day*, we may direct *your financial institution* to debit *your account* on the following *banking day*. If you are unsure about which day *your account* has or will be debited you should ask *your financial institution*.

### Amendments by us

We may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving *you* at least fourteen (14) days written notice sent to the preferred email or address you have given us in the *Direct Debit Request*.

### How to cancel or change direct debits

*You can:*

Cancel or freeze the *Direct Debit Request*; or change, stop or defer an individual payment, or at any time by giving us at least seven (7) days' notice.

*To do so:*

You can freeze your direct debit agreement by actioning online via the Client Portal, or by contacting the Maroondah Leisure Customer Experience team on (03) 9298 4600.

### Your obligations

It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the *Direct Debit Request*.

If there are insufficient clear funds in *your account* to meet a *debit payment*:

*you* may be charged a fee and/or interest by *your financial institution*;

- a) *we* may charge *you* reasonable costs incurred by *us* on account of there being insufficient funds; and
- b) *you* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that *we* can process the *debit payment*.

*You* should check *your account* statement to verify that the amounts debited from *your account* are correct.

### Dispute

If *you* believe there has been an error in debiting *your account*, *you* should notify *us* directly by contacting *us* via email at [memberships@maroondah.vic.gov.au](mailto:memberships@maroondah.vic.gov.au), or by calling the Maroondah Leisure team on 03 9298 4600.

If *we* conclude as a result of our investigations that *your account* has been incorrectly debited, *we* will respond to *your* query by adjusting *your* account (including fees) accordingly within a reasonable period. *We* will notify *you* in writing of the amount by which *your account* has been adjusted.

If *we* conclude as a result of our investigations that *your account* has not been incorrectly debited *we* will respond to *your* query by providing *you* with reasons and any evidence for this finding in writing.

### Accounts

*You* should check:

- a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available through BECS on all accounts offered by financial institutions.
- b) *your account* details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and with *your financial institution* before completing the *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*.

### Confidentiality

*We* will keep any information (including *your account* details) in *your Direct Debit Request* confidential. *We* will make reasonable efforts to keep any such information that *we* have about *you* secure and to ensure that any of our employees or agents who have access to information about *you* use that information in accordance with Councils Privacy Policy, which can be found on Councils website: <http://www.maroondah.vic.gov.au>.

*We* will only disclose information that *we* have about *you*.

- a) to the extent specifically required by law; or
- b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

### Communication

If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to: [memberships@maroondah.vic.gov.au](mailto:memberships@maroondah.vic.gov.au).

*We* will notify *you* by sending a notice to the email *you* have given us in the *Direct Debit Request*. Any notice will be deemed to have been received on the second *banking day* after sending.