

## Terms and Conditions

- 1. PAYMENT** - The City of Whitehorse will debit the bank account / credit card nominated in the schedule of this direct debit authorisation as specified. The debit user may, by prior arrangement and advise to me, vary the amount or frequency of future debits. An admin fee of \$0.10 per month is applied to each Direct Debit Membership. This membership is only available through payment via direct debit to VISA, MasterCard, Savings or Cheque Accounts. Debits to the nominated account will be processed on the 16th day of each month (or the next business day if the 16th falls on a weekend or public holiday) as payment in full for the following month. Memberships are non-transferable. Should there be any arrears in payments, the City of Whitehorse will be authorised to debit the outstanding balance in order to bring your accounts up to date. It is your responsibility to advise us if the accounts nominated by you to receive the City of Whitehorse Direct Debit is transferred or closed. It is your responsibility to arrange with us a suitable alternate payment method if you wish to cancel the City of Whitehorse Direct Debit.

I acknowledge that it is my responsibility to ensure there is sufficient cleared funds in the nominated account / credit card by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight; however transactions can take up to 3 business days depending on your financial institution. I acknowledge and agree that sufficient funds will remain in the nominated account / credit card until the direct debit amount has been debited from the account / credit card and if there are insufficient funds available, I agree that the City of Whitehorse will not be held responsible for any fees and charges that may be charged by your financial institution. If a debit is returned unpaid by your financial institution, you will be responsible for payment of the debt plus an additional \$5.00 for returned fees and administrative costs. Should there be any arrears in payments, the City of Whitehorse will be authorised to debit the outstanding balance in order to bring your account up to date.

The City of Whitehorse will be authorised to notify any debt collection / credit-reporting agency upon default by you in regard to any obligation under this Contract. Should this occur at the City of Whitehorse's sole discretion, it may terminate your contract. The City of Whitehorse is further authorised to add any further amount to the outstanding debt that might be reasonably incurred by them in collecting the outstanding debt. This further amount shall include the fees of the agency to which the account is referred.
- 2. CANCELLATION - Direct Debit Membership:** Direct Debit authorities remain valid until a cancellation request is received in writing by a Membership Consultant. The Member will be entitled to their normal access to Aqualink until the end of the payment period that follows a final payment. A Change of Status form or email must be completed at either Centre **by the 13th** of the month. **Term Membership:** Should a member be forced to abandon their membership due to illness, change of residency, a refund will be offered pro-rata based on the balance of the membership less the 3 month minimum term and a \$60 (administration fee) for **12 month memberships only**. A Change Of Status form or email must be received by a Membership Consultant at Aqualink.
- 3. SUSPENSION - Direct Debit Membership:** Memberships can be placed on suspension for a minimum of one (1) week at a time. A suspension fee of .35c per day is applicable. Suspensions will only be accepted in writing on the Change Of Status form or email and **retrospective applications will not be accepted** under any circumstances. Deferment or alterations by the Member to the debiting schedule must be completed in writing at either Centre **by the 13th** of the month. **Term Membership:** Memberships can be placed on suspension with a maximum of 1 week for 3 month memberships and 6 weeks for 12 month memberships. Suspensions will only be accepted in writing on the Change Of Status form or email and retrospective applications will not be accepted under any circumstances. **All (Direct Debit & Term) memberships will automatically be reactivated on the designated return date.**
- 4. PRIVACY** - The personal information requested on this form is necessary to administer your direct debit membership and to manage and provide membership services. This information will be used solely by Council for that / those primary purpose(s) or directly related purposes. The intended recipients of the information are Council officers, authorised external service providers, contractors and consultants. Council may disclose the information to law enforcement agencies, courts and other organisations authorised to collect it. Individuals have a right to seek access to their personal information and make corrections by contacting a Membership Consultant at Aqualink Box Hill on 9843 2900 or Aqualink Nunawading on 9878 4576. You may view Council's Privacy Policy on our website [www.whitehorse.vic.gov.au](http://www.whitehorse.vic.gov.au) or obtain a copy from any of the Council offices.
- 5. LIABILITY** - To the extent permitted by law, Aqualink and the City of Whitehorse shall not be liable or responsible to you for any direct, indirect or consequential injury, loss or damage whatsoever and however arising. Aqualink and the City of Whitehorse are not responsible for lost or stolen items or damage to property or vehicles. Acknowledging this risk, you agree to use the Centre's at your own risk.
- 6. FAMILY MEMBERSHIPS** - A Family Unit is a minimum of 2 people who are living under the same roof and/or on the same Medicare card, this must consist of a minimum 1 Adult and one 'other' membership type which can be any membership. If a Family unit drops below the minimum 2 people. The remaining member will automatically revert to a standard membership price.
- 7. TRANSFERS** - 12 month Term Memberships may be transferred on approval from a Membership Consultant. A \$50 transfer fee will apply.
- 8. UPGRADES** - Direct Debit Memberships can only be upgraded within the first 3 months by paying the difference in joining fee.
- 9. CHANGES TO SERVICES** - Aqualink reserves the right to change any program or service due to unforeseen circumstances. Every endeavour will be made to communicate this to members. Should the original terms and conditions of this authority need to be varied, a minimum of 30 days notice will be provided.
- 10. PRICE INCREASE** - Upon entering into this agreement, Aqualink reserves the right to vary the membership fee in line with standard economic indicators or as the Centre's deems fit. Written notice of any variation will be provided 30 days in advance.
- 11. MEMBERS CONDUCT** - Indecent, improper, disorderly conduct and abusive language are not permitted, members must follow direction of staff at all times. Offending members may have their membership cancelled and will be asked to leave the Centre's. By signing this agreement you are agreeing to be bound by the rules and conditions of both Aqualink Nunawading and Aqualink Box Hill. Aqualink reserves the right to cancel the membership of any member not complying with the conditions of membership or rules of the Centre's at any time.
- 12. ACTIVITY IDENTIFICATION** - Members who qualify and wish to make use of the spa / sauna / steam facilities will be issued with a wrist band at reception which must be worn on your wrist at all times. Group Fitness participants will be issued with a ticket via the kiosk or reception to present to the instructor prior to class. Aqua Aerobics participants will be issued with a wrist band at reception which must be worn on your wrist during participation in Aqua Aerobics. Participants are not permitted to enter a class once the class has commenced.
- 13. MEMBERSHIP CARDS** - Members must be able to identify themselves and carry their membership ID (membership card or RFID wrist band) upon entry into the gym. All members must present their card or RFID wrist band at reception or scan in on the member gates or turnstiles upon each entry to either Centre. Lost, damaged or misplaced cards and wrist bands will be re-issued for a fee of \$10.00.
- 14. DISCOUNTS** - A 10% discount is available to members on the original marked price of our merchandise range. A 20% discount on casual court hire for members is valid for the 1st court only.
- 15. LIFESTYLE CONSULTATION** - All Gym / Swim, Total Fitness, Teen Fitness and Fab Living members must partake in a lifestyle consultation before commencing exercise in the gym. **Teen Fitness:** A parent or guardian **MUST** attend Aqualink upon the teen joining Aqualink. We request that a parent or guardian be present during all lifestyle consultations.
- 16. TEEN FITNESS** - Open to those aged from 14 to 17 years. There is no restriction regarding the use of the pools. A number of group fitness classes have a minimum age of 16 years. See current Aqualink Group Fitness Timetable for more information. Hours of Gym Access (6.00am - 6.30pm Monday to Friday (including school holidays) and all day weekends and public holidays.
- 17. OFF PEAK MEMBERSHIPS** - Hours are restricted to 11am - 4pm weekdays, all day weekends and public holidays.
- 18. PROOF OF ID** - Must be provided upon joining any membership at Aqualink.