

## Membership Terms & Conditions

- Promotion Starts: 10.01.2018.
- Promotion Ends: 31.01.2018
- For any 6 month membership purchased, an additional 3 months will be added.
- For any 12 month membership purchased, an additional 6 months will be added.
- Memberships purchased under promotion are not entitled to any other discounts, including RAC, concession or renewal discounts.

1. Each Membership is based on the entitlement to the use of the facilities and services of the Centre, not their actual use and only applies to the owner of the membership. Failure to avail the use of the facilities does not absolve the member from their responsibilities under this agreement.
2. Your Rights to Cancel:  
**All memberships have a cooling off period of 48 hours:** A client may terminate an agreement without cause or reason during the cooling off period. The client terminates the agreement with the supplier by giving written notice of termination. A cancellation fee of \$22 applies during the cooling off period.  
**Cancellation due to medical issue or injury:** A client may terminate an agreement if a Doctor has deemed them to be medically unfit to work out in the centre. This will only be accepted with a Doctors letter/Doctor Certificate.  
**Cancellation due to relocation:** A client may terminate their agreement should they relocates beyond 30km from Leschenault Leisure Centre. This will be accepted with proof of new address (e.g. utilities bill), fourteen days written, signed notice of the relocation and \$60.00 cancellation fee.  
**Cancellation fee:** members may terminate this contract at any time. A \$300 cancellation fee will apply for ALL membership contracts.
3. **Downgrading of memberships** is possible; however no monetary refund will be given. Instead, bonus days equivalent to the difference in value, will be added to the remaining time of the membership.
4. **Suspension of membership** (from a minimum of two weeks to a maximum of eight weeks) must be made in writing, nominating the period of absence, by completing the Centre's application form. Application for suspension via telephone will not be accepted. A \$22 fee applies to place a membership on hold. One senior concession per membership is applicable at no cost.
5. If you become ill or injured and are able to provide a medical certificate from your doctor stating that you are unfit to utilise your membership, you may suspend your membership for a period up to 3 months, with no fee.
6. **Fly in fly out** workers are required to provide a current letter from their employer every 6 months to verify employment, which will enable suspensions to be granted at no cost (**for 6, 12 and 18 month memberships only**).
7. **Transfer of Memberships:** memberships can be transferred to a new member at any time with written notice from both parties. Memberships can be transferred to an existing member as long as member is within three (3) months of their current contract expiry. A \$22 fee applies to transfers. Memberships can only be transferred **ONCE** within membership period.
8. Future contracts cannot be purchased or transferred unless within three (3) months of current contract expiry.
9. **LLC offers a 10% renewal discount when customers renew for a 12 or 18 month membership within 14 days of the current membership expiry.**  
**Memberships purchased under promotion are not entitled to any other discounts, including RAC, concession or renewal discounts.**
10. Each member must scan their membership card on entry to the pool and/or gymnasium. Members attending group fitness classes must write their name on registration sheets before starting the group fitness class.
11. Users are reminded that the entire centre is strictly a non-smoking area.
12. Eating or drinking is only allowed in the area surrounding the servery. Food and drink is prohibited on all playing surface areas of the centre. Water bottles with re-sealable lids are permitted.
13. The Manager or Venue Officer shall have the right to expel any person or group using the facilities, should their action or conduct be considered prejudicial to the proper use of the Centre. Memberships may also be cancelled and a fine imposed under the Council's local laws.
14. The Centre strongly recommends that you see your doctor if you have any doubts in your mind whatsoever regarding the participation of any activities in the Leisure Centre.
15. Should any injured person require first aid, please contact a member of staff at the Centre. The Centre staff will call emergency services should they deem it necessary. Injured parties will be liable for any costs that may result.
16. If evacuation is required centre staff will warn people to evacuate. You must follow the instructions of staff at this time and leave the building.
17. Cameras and video equipment are not to be used in the Centre unless prior written permission has been sought from the Centre Manager.
18. Clients are required to observe the gym and facility rules. All clients must wear enclosed shoes, wear a shirt and bring a sweat towel to each gym session.
19. Members must always use clips provided to secure plates on barbells.
20. For security reasons, your photo will be taken prior to the commencement of your membership.
21. Conditions of Squash Court Usage – Free for Two Option Membership and Full Access Membership types only.
  - Not valid during squash club nights or events
  - Does not include equipment hire
  - The member must be on court at all times. Failure to adhere to this may result in cancellation of membership

### Direct Debit Memberships

22. "Billing Agent" includes the Billing Agent's successors. "Centre" includes the Centre's successors. Any reference to person includes a corporation. This agreement shall be interpreted & enforced pursuant to the laws of the State or Territory of Australia in which the agreement was signed.
23. The Billing Agent conducts the Administration of this agreement. The services provided by the Billing Agent are administrative to the status of the membership and do not extend to the provision of any benefits of the membership. These administrative services include the collection of membership subscription instalments and the periodical disbursement of the membership receipts to the Centre.
24. The first bank deduction will be specified on your agreement. If the specified day falls on a weekend or public holiday – the nominated account will be debited on the previous business day.
25. The member hereby agrees to pay any and all costs of collection incurred by the Billing Agent and/or its representatives. These costs include bank charges, collection agency costs, and court costs and solicitors fees regardless of judgement.
26. Minimum age requirement for signing a direct debit contract is 18 years.

**This is a fixed term membership agreement. The agreement will continue until the contract expires or either you or the supplier terminates it in the way described in the agreement.**

**If an automatic debit arrangement is in place, membership fees will continue to be debited from your credit card or account until your contract expires or until you or Leschenault Leisure Centre cancels the arrangement by notifying PaySmart Billing Services. If you terminate the agreement or stop the automatic debit arrangement in a manner not described in the agreement, then you may be liable to Leschenault Leisure Centre for damages for breach of contract.**