

## Terms and Conditions

- PAYMENT** – Memberships are only available through payment via direct debit to VISA, Mastercard, Savings or Cheque Accounts. The City of Whitehorse on behalf of the Aqualinks 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, vary the amount or frequency of future debits. An admin fee of \$0.10 per month is applied to each Direct Debit Membership. Debits from the nominated account will be processed on the 16<sup>th</sup> day of each month (or the next business day if the 16<sup>th</sup> falls on a weekend or public holiday) as payment in full for the following month.

Memberships are non-transferable. Should there be any arrears to the membership, payment is required to be made to bring outstanding balances up to date. It is your responsibility to advise Aqualink if the accounts nominated by you to pay the membership is transferred or closed. It is your responsibility to inform us immediately and arrange a suitable alternate payment method to continue the membership payments.

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 5 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 my financial institution. If a debit is returned unpaid by my financial institution, I will be responsible for payment of the debt plus an additional **\$5.00** for returned fees and administrative costs.

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.
- COOLING OFF PERIOD** – Members have a right to cancel their membership within 48 hours of signing a new contract. A completed Change of Status form (available at reception) or email of a cancellation request must be received by an Aqualink Membership Consultant within 48 hours of signing this membership. Aqualink will process a refund of the fees made, less a \$60 administration fee.
- CANCELLATION** – A completed Change of Status form (available at reception) or email directing the cancellation must be received by an Aqualink Membership Consultant by the 13<sup>th</sup> of the month you are cancelling the membership. **Direct Debit Membership:** Direct Debit authorities remain valid until a cancellation request is received. The Member will be entitled to their normal access to Aqualink until the end of the payment period that follows a final payment. **Term Membership: 12 month Memberships only:** Should a member be forced to abandon their membership due to illness or change of residency, Aqualink will offer a refund given that valid documentation is provided. This is pro-rata based on the balance of the membership, less the 3 month minimum term and a \$60 administration fee. **Non-attendance does not imply cancellation,** if a completed cancellation form is not received. Membership is not based on visitation, refunds will not be issued for non-attendance.
- SUSPENSION** – Memberships can be suspended and will automatically reactivate on the designated return date. You will need to nominate a start and end date for all membership suspensions. Memberships with an outstanding balance must clear the outstanding balance prior to any suspension being processed. A completed Change of Status form or email must be received by an Aqualink Membership Consultant by the 13<sup>th</sup> of the month (15<sup>th</sup> of the month if using Aqualink's client portal). **Direct Debit Membership:** A suspension fee of .35c per day is applicable with a minimum of one (1) week per suspension. **Term Membership:** A maximum of 1 week for 3 month memberships and 6 weeks for 12 month memberships. **Backdated applications are not accepted under any circumstances for either Direct Debit or Term memberships.**
- MEMBER ONLINE CLIENT PORTAL** – Allows members to manage your own accounts, including updating personal and payment details, suspend memberships and more.
- 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 Aqualink and Whitehorse City 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 using Aqualink's Online Client Portal or emailing Aqualink at aqualink.enquiry@whitehorse.vic.gov.au. You may view Council's Privacy Policy on our website www.whitehorse.vic.gov.au or obtain a copy from any of the Council offices.
- 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 Centres at your own risk.
- TRANSFERS** – 12 month Term Memberships are transferable on approval from Aqualink Memberships team. A \$50 transfer fee applies for any transfer.
- UPGRADES** – Direct Debit Memberships can be upgraded following 3 months continuous membership. If a member wishes to upgrade their membership within the first 3 months, any difference in joining fee is payable at reception.
- 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.
- PRICE INCREASE** – Upon entering into this agreement, Aqualink reserves the right to vary the membership price in line with standard economic indicators or as the Centres deem fit. Written notice of any variation will be provided with a minimum of 30 days' notice.
- MEMBERS CONDUCT** – Any indecent, improper, disorderly conduct and/or abusive language will not be tolerated. Members must follow direction of staff at all times. 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 Centres at any time and will be asked to leave Aqualink.
- ACTIVITY IDENTIFICATION** – Members who qualify and wish to use the spa / sauna or steam (AQN only) are issued with a wristband at reception which must always be worn on your wrist. Group Fitness participants are issued with either a ticket via the kiosk or at reception, or can be issued with a wristband (relevant classes) at reception which must be worn on your wrist during participation. Tickets/wrist bands must be presented to the instructor prior to the class. Participants are not permitted to enter a class once the class has commenced.
- MEMBERSHIP CARDS** – Members must be able to identify themselves and carry their membership ID (member wristband or card) upon entry into the gyms. All members must present this ID at reception or scan in on the member gates or turnstiles upon each entry to either Centre. Lost, damaged or misplaced cards / wristbands are re-issued for a fee of \$10.00.
- DISCOUNTS** – Members receive a 10% discount on the original marked price of our merchandise range.
- 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 MEMBERSHIP** – This membership is available for members aged 14-17years. Teen Fitness have unlimited access to the pools and group fitness classes (excluding Fab only classes). Gym access is 6.00am to 6.30pm Monday to Friday (including school holidays) and anytime on weekends and public holidays. **A parent or guardian MUST be present** at the time of the teen joining Aqualink and during lifestyle consultations.
- OFF PEAK MEMBERSHIP** – Limited access to Aqualink's full range of facilities. Hours are from 11am to 4pm weekdays and anytime on weekends and public holidays.
- FAB LIVING MEMBERSHIP** – This membership is available for semi-retired people aged over 60 years. Fab Living have unlimited access to the pools and gym, with restrictions to group fitness classes.
- FAMILY MEMBERSHIPS** – A Family Unit is a minimum of two people living under the same roof or on the same Medicare card. This must consist of a minimum one adult (over 18) and one 'other' membership. If a Family unit drops below the minimum two people, the remaining member will automatically revert to a standard membership price. Changes to the family structure will be approved on a case by case nature by the Centre Manager.
- EXPRESS MEMBERSHIP** – Caters for 16 years or older for a fixed 30 days from start date. One Express Membership is allowed within a 3 month period. No other suspension and discounts are available.
- PROOF OF ID** – Must be provided when joining a membership at Aqualink.