

Membership Agreement Terms and Conditions



The Bay of Isles Leisure Centre, Black Street, Esperance, WA 6450, boilc@esperance.wa.gov.au (The "Centre")

The Centre is managed by the Shire of Esperance. ABN: 60 034 434 085.

These are the terms and conditions of the membership agreement (The "Agreement") between you (The "Member") and the Centre.

Administration

1. This membership is for the exclusive use of the contracted member and may not be shared or transferred on a day-to-day basis.
 2. It is the member's responsibility to advise of any changes to name, address, email address, phone number or Direct Debit details.
 3. Members under 18 years require a parent/guardian to co-sign the Agreement.
 4. This agreement permits services based on the user's age at the time of sign up.
 5. Family memberships only apply to immediate family, and children must be under 12 years. Immediate family refers to a parent (incl. step parent, foster parent or adoptive parent) or grandparent who reside at the same address.
 6. Contract holders who have any arrears on their account must first settle their account prior to accessing the facility.
 7. On request proof must be provided to be eligible for a discounted membership.
 8. Where a membership card is lost or damaged the member is required to obtain a replacement card free of charge.
 9. You will be required to have your photo taken upon joining, which will be stored in our digital point of sale data base.
 10. The Centre will use SMS and email as the primary method of communication.
 11. The facilities are available to the general public and not exclusively for members.
 12. The Centre may as reasonably necessary, with no compensation -
 - a. Hold programmed events with these activities taking precedence over normal public entrance inclusive of membership entitlements.
 - b. Close off any part of the premises or isolate any piece of equipment for maintenance or safety reasons.
 - c. Change the hours of operation, including closures for Public Holidays.
 - d. Review, change or modify scheduled programs at any time.
 - e. Amend any provision of this Agreement and/or Centre Terms and Conditions from time to time with immediate effect.
- Where this occurs, the Centre will endeavour to provide reasonable notice in a manner we deem appropriate.
13. The Centre reserves the right to transfer, assign or novate your membership including this Agreement if the Shire of Esperance lease the Centre to another service provider.
 14. Unless authorised in writing by you or authorised or required under written law we will -
 - a. Not use or disclose to another person any of your personal information we may obtain.
 - b. Take reasonable steps to ensure our employee to not use or disclose to another person, personal info we may obtain.
 15. We are required to comply with the *Fair Trading (Fitness Industry Code of Practice) Regulations 2020*.
 16. Complaints can be lodged by completing a feedback form at reception or via admin email¹.

Liability

1. By signing the Agreement, you -
 - a. Are declaring you are medically and physically able to participate in physical activity, and understand and accept the adherent risks of undertaking exercise.
 - b. Agree to conduct yourself in a controlled and reasonable manner at all times, while undertaking exercise refrain from using any equipment in a manner inconsistent with its intended design and purpose, understand and acknowledge that the use of exercise equipment involves risk of sustaining serious injury, including permanent disability and death.
 - c. Acknowledge and agree that you release and discharge the Centre from all liability for loss, damage or injury which you may sustain.
 - d. Are aware and understand that the gym may be unsupervised at any time and assume the additional risks and responsibilities associated with using an unsupervised gym facility.
 - e. Indemnify the Centre to the extent permitted by law in respect of any claim by any person arising as a result of or in connection with your membership and/or participation in any of our activities
 - f. Acknowledge this release and indemnity shall not apply to the extent that the loss, damage or injury which is the subject of the claim is caused, or contributed to, by the negligent act or omission of others.

Breach of Terms and Conditions

1. Breach of Membership (this Agreement) and/or Centre Terms and Conditions (displayed throughout the Centre) will result in a warning, any further breach may result in your membership being suspended or cancelled.
2. Centre staff reserve the right to refuse entry or remove you from the facility if you fail to comply with these Terms and Conditions.
3. You agree to pay for any loss or damage to the Centre or the Centre's facilities caused by you through wilful, wrongful or negligent act or as a result of your breach of this Agreement.

Cancellation

This Agreement is subject to a 7-day cooling off period.

Termination due to permanent illness or physical incapacity will not incur an administration fee². Medical certificate will be required.

COOLING OFF PERIOD

1. You have the right to cancel your membership within the cooling off period at no charge. The 14-day notice period will not apply.
2. Cooling off period commences at 8pm on the day of on-site sign up and ceases at 8pm, seven days later.
3. Cancellations during this period must be in writing on a form at reception or via admin email¹ and be submitted PRIOR to the end of the cooling off period.
4. All monies will be refunded.

POST COOLING OFF PERIOD

1. You have the right to cancel your Agreement at any time, for any reason, subject to the cancellation terms within this Agreement.
2. You must provide 14 days' notice to the intended cancellation date.
3. Cancellation requests must be received in writing by completing a form at reception, via admin email¹ or online³.
4. Any fees due within the minimum term and/or the 14-day notice period will be charged as per normal.
5. The Centre reserves the right to charge you for any past unpaid fees.
6. Centre staff will respond to your request via email within seven days of receiving.
7. You may be liable for damages for breach of contract if the Agreement is not cancelled in the manner described in this Agreement.
8. Refunds on Prepaid memberships are calculated on a pro-rata basis and will incur an administration fee².
6. Prepaid memberships have a maximum suspension period of 12 weeks, excluding medical (evidence required).
7. 12-week Insurance Memberships have a maximum suspension period of four weeks, excluding medical (evidence required).
8. If suspension is made within your minimum Direct Debit payment term, your minimum term will be extended according to the length of your suspension.

Transfer or Change of Membership

1. Transferring of Membership -
 - a. Will only be permitted from a prepaid member to a non-active member. This transfer will only be processed once the new member has signed the Agreement. Excluding specialised memberships.
 - b. To be eligible, the non-active member must be of equivalent to the transferable membership type.
 - c. Requests for transfer of a prepaid membership must be received in writing by completing a form at reception or via admin email¹ and will incur an administration fee².
2. Change of Membership -
 - a. Prepaid agreements may be upgraded at your request with the difference being calculated and charged according to the current Fees and Charges.
 - b. Ongoing agreements may be changed at your request with all changes occurring on your next debit date and charged according to the current Fees and Charges.
 - c. Requests must be received in writing by completing a form at reception or via admin email¹.

Membership Entitlements and Minimum Terms

1. You are entitled to the services as outlined under the membership type stated on your Agreement. If you do not use all or part of the range of services under your membership type you must still continue to meet the responsibilities under this Agreement including payment of your membership fees.
 - a. Aquatic memberships include access to 25m Lap pool, Leisure pool, Hydrotherapy pool, Spa pool, Sauna and scheduled aquatic programmed classes.
 - b. Gym and Group Fitness memberships include all group programmed classes and the use of the gymnasium. A fitness appraisal and personalised exercise program with a qualified Instructor is included.
 - c. Complete Fitness memberships include both Aquatic and Gym and Group Fitness entitlements along with complimentary crèche access. Terms and Conditions apply.
2. All memberships have a minimum contractual term.
 - a. Prepaid memberships are a 12-month fixed term, this Agreement will automatically come to an end.
 - b. Prepaid memberships can be renewed up to 30 days prior to their expiry date.
 - c. Ongoing memberships have a 6-week minimum term.

References

Additional documents referred to above are available electronically via Shire of Esperance Webpage or upon request.

¹ Admin Email - boilc@esperance.wa.gov.au

² Administration Fee - \$25.00

³ Online - www.esperance.wa.gov

Direct Debit Payments

1. Ezidebit is our third-party debit payment provider and you must comply with their Direct Debit Request Service (DDRS) Agreement.
2. A copy of your DDRS Agreement is allocated to you on sign up.
3. First payment will be charged upon signup.
4. This fee will be payable on an ongoing basis (debited from your nominated account fortnightly) for the duration of your membership, until either you or the Centre cancel it in the manner described in this Agreement.
5. Fees will apply if the initial term is not met.
6. Ezidebit rejection fees will be on-costed to you.
7. If your payment is unsuccessful, the amount must be paid at reception prior to accessing the facility.
8. Members that have two unsuccessful payments owing, with no communication received, will be cancelled and outstanding fees must be paid prior to any access to the facility.
9. You acknowledge that your personal information will be collected, used, held and disclosed in accordance with the Ezidebit Privacy Policy.
10. You acknowledge that the Centre may change debit payment providers. You acknowledge, agree and consent to the Centre assigning or novating all existing payment agreements and providing your personal information to the new provider.
11. Pricing is subject to an annual price review and CPI increase in accordance with Shire of Esperance scheduled Fees and Charges.

Suspension

Excluded within the first seven days of this Agreement -

1. You must provide seven days' notice to the intended suspension date.
2. Suspension requests must be received in writing by completing a form at reception, via admin email¹ or online³.
3. Exact dates are required when suspending as it will not be back-dated unless accompanied by a medical certificate (maximum 3 months from date received by the Centre).
4. A minimum period of seven days' suspension applies to all membership and must be active for seven days between suspensions.
5. Ongoing memberships have a maximum of 12 weeks at a time, excluding medical (evidence required).