



**CITY VENUE  
MANAGEMENT**

## **Membership Terms and Conditions**

### **Welcome to Rackley Swimming, City Aquatics & City Health Clubs.**

We want you to enjoy your fitness journey and we are looking forward to helping you.

Before you sign your agreement, please take time to read these conditions - they set out your rights and obligations. Only sign the agreement if you understand and agree to these conditions. If there is any discrepancy between what is outlined in this information and what you have been advised, these terms and conditions will prevail.

### **General Conditions of Entry**

To assist us in maintaining a safe and comfortable environment for all customers and staff, please abide by the following conditions. Failure to abide by these conditions may result in the suspension or termination of your membership / visit pass.

- Entry will be refused or you may be requested to leave if:
  - You are using abusive or threatening language or behaving in a threatening or intimidating way.
  - You are under the influence of drugs or alcohol.
- All Rackley Swimming, City Aquatics, City Health Clubs are Smoke-Free Zones. Smoking is not permitted at our facilities or within 5 meters of the facility entry and boundary.
- Clothing & Attire - We require you to wear the appropriate clothing (non-offensive) whilst on the premises and whilst using the facility. Covered sporting footwear must be worn at all times while in the health club. All members are to use a towel when using equipment and to wipe down equipment after use. Appropriate swimwear must be worn in the aquatic environment.
- Pool Conditions of Use - Please abide by the lane lap swimming signage on pool concourse when lap swimming. Please be considerate of other swimmers and swim to the left when sharing lanes. Please observe pool rules at all times and follow any reasonable instruction given by lifeguards & staff.
- Health Club Conditions of Use - All members are required to scan in with their membership cards, put their weights and equipment away and wipe down machines after use. Memberships are for the card holder only and cannot be transferred to another person.
- Personal Training - training services are available for use in Health Club facilities for an additional fee. Please contact your facility for more information. Please note only authorised, registered Personal Trainers are permitted to train members in City Health Clubs.

## 1. OVERVIEW

In this Membership Agreement

1.1 “You” means you, the member, as specified on the Membership / Visit Pass Application form; and “Us” or “We” means City Venue Management (also Rackley Swimming, City Aquatics, City Health Clubs).

1.2 We operate the Facility.

1.3 This Membership Agreement sets out the terms and conditions of your membership / visit pass for the Facility.

1.4 This Membership Agreement includes the Membership Details, the Conditions of Entry, and these Membership Terms and Conditions, as varied in accordance with this Membership Agreement

1.5 “Membership Commencement Date” is the date you are becoming a member of City Venue Management and your membership / visit pass entitles you to use the provided facilities.

1.6 “Ongoing agreement” means a membership agreement that does not end unless the client or supplier terminates the membership agreement.

1.7 “Membership fee” means the fee for your access to use the facilities and services provided.

1.8 “Late fee” means the fee incurred if your membership fees are unpaid for greater than 30 days and / or where a membership fee payment was not able to be made on the scheduled day.

## 2. COOLING OFF PERIOD:

2.1 The cooling off period for memberships is 7 days from when an agreement is signed.

2.2 You may terminate this Membership Agreement at any time prior to the close of business on the last day of the Cooling Off Period by giving us written notice. You must give us notice in accordance with clause 6.

2.3 If you terminate this Membership Agreement during the Cooling Off Period this membership agreement will be terminated on the date of your written notice is received by us, and we will refund you all Fees you have paid to us under this Membership Agreement.

2.4 If you do not terminate this Membership Agreement during the Cooling Off Period, this Membership Agreement will continue until canceled by you in accordance with clause 6..

## 3. MINIMUM AGREED TERM:

3.1 All memberships have a minimum term period and provide access to a range of facilities and services

a) “City Swim” memberships are ongoing memberships providing access to all City Aquatics pool and lap swimming facilities. This membership is available with a 6 month or 1 month (Flexi) minimum term.

b) “City Health” memberships are ongoing memberships providing access to all City Aquatics pool, swimming, health club, training zone and group fitness facilities and services. This membership is available with a 6 month or 1 month (Flexi) minimum term.

c) “City Performance” memberships are ongoing memberships providing access to all City Aquatics pool, swimming, health club, training zone, group fitness and adult / masters

squads facilities and services. This membership is available with a 6 month or 1 month (Flexi) minimum term.

d) "City CrossFit" memberships are only available at Parkinson and Hibiscus and are ongoing memberships with a 12-month minimum term for 1 site only.

e) Visit Pass access does not have a minimum term. All visit passes are specific for the facility they are purchased at and cannot be used at other sites. Visit Passes have a maximum term of 12 months and any visits not used at the end of this time will lapse.

#### 4. MEMBERSHIP DUES:

4.1 You are responsible for payment of the membership dues.

4.2 We require that you agree to a direct debit request that forms part of this agreement or make payment of the full minimum term in advance.

4.3 Should you fail to use your membership and do not use our programs and facilities, you are not relieved of your payment obligations, regardless of the circumstances, except as provided for in this Agreement.

4.4 We reserve our right to adjust the availability of your facility on a temporary basis for the purposes of cleaning, renovations, repairs, maintenance, upgrades or special holidays.

4.5 Please note that as per the above membership agreement, if your membership direct debit rejects then a \$5 fee is payable on your account.

#### 5. SUSPENSION / HOLD:

5.1 Membership suspension is available provided that all amounts payable for your membership are paid up to date.

5.2 All suspensions should be applied for in writing to us at least fourteen (14) days prior to the commencement of the suspension period.

5.3 A maximum of 90 days per calendar year is permissible and may be taken in periods no shorter than 14 days. The suspension fee is \$0.50 per day.

5.4 Following your suspension, your minimum agreed term will be extended by an equivalent period to the period your membership was suspended. Membership suspensions are not retrospective and cannot be back dated.

#### 6. TERMINATION

6.1 Termination by you - You may terminate Membership Agreements (This applies to both Flexi & Full-term memberships):

6.1.1 If your membership type is Direct Debit – at any time prior to the end of the direct debit minimum term by paying an early exit fee of \$100 and giving us at least 28 days' notice by submitting a cancellation request in writing (also available on our website);

6.1.2 If your membership type is Direct Debit – at any time after the end of the direct debit minimum term by giving us at least 28 days' notice by submitting a cancellation request in writing (also available on our website).

6.1.3 Immediately on giving written notice to us if you have become sick or incapacitated and you provide us with a certificate from a qualified medical practitioner stating that you cannot

exercise for a period of at least 12 months; or the remainder of your term, whichever one is longer.

6.1.4 Paid in full memberships are not refundable.

## 6.2 Termination by City Venue Management:

6.2.1 City Venue Management reserves the right to terminate this membership agreement in accordance with the following conditions:

- a. Failure to abide by any of the criteria listed in the Conditions of Entry or the items listed in this agreement.
- b. Action upon a serious complaint by either a customer or an employee of City Venue Management.

## 7. TRANSFER OF MEMBERSHIP BY CITY VENUE MANAGEMENT:

City Venue Management have the right to assign or transfer the benefit of your Membership Agreement to a person, firm or company at any time, without giving you notice. City Venue Management may relocate to another premise within a 5 kilometer radius and the location at which the services are provided may change during the term of this agreement.

## 8. CHANGE OF SERVICES / FACILITIES:

We reserve the right to add, delete or alter services and amenities such as membership terms and conditions, opening and closing hours, timetables, operating hours and other events that may be seasonal. Any changes or variations that may occur will be notified to you either through digital communication or in facility signage.

## 9. REPLACEMENT CARD:

Upon completing this Membership / Visit Pass Agreement you will be issued a Membership Card. Should you lose your card you will be required to pay a replacement fee of \$2. Should you not be able to provide your City Venue Management Membership Card for entry after three consecutive visits, you will be required to pay \$2 replacement fee for a new card before entering the facility.

## 10. MINIMUM AGE:

You must be at least 14 years old to become a Health Club or Training Zone member. Members under 16 must be supervised by a parent/guardian who is also a member at all times whilst using our facilities. A member must be at least 16 years old to participate in weight-based group exercises or resistance training activities.

## 11. EQUIPMENT USE:

It is your responsibility to ensure that you operate all equipment and facilities in the correct manner. If you are in any doubt as to how to use equipment correctly please consult a member of staff before use.

## 12. PHYSICAL CONDITION:

On the date of this Agreement and on all subsequent visits to City Venue Management, you warrant that you are in good physical condition and that you are not aware of any medical or alternate reason why you would be prohibited from engaging in active or passive exercise and that any such exercise would not be detrimental to your physical condition, comfort or health and safety. We recommend that you seek expert medical advice prior to commencing any exercise program if you are in any doubt of your physical condition. City Venue Management staff members are not medically trained and are not capable of treating or diagnosing any medical conditions/ailments. You shall not use any City Venue Management facility if you are suffering from any contagious illness, disease or other ailment or whilst you are suffering from a physical condition that would put yourself and/or other members at risk.

#### 13. COMPLETE AGREEMENT AND SEVERABILITY:

The terms of this Agreement constitute the full agreement between you and City Venue Management, and no oral promises are made part thereof. If any part of this Agreement is deemed to be invalid or unenforceable by law, the provisions will be deleted from the Agreement but such deletion will not affect the validity and enforceability of the remaining provisions.

#### 14. WAIVER AND RELEASE:

During all such times that you are on City Venue Management premises both your property and your person shall be at your own risk. You agree that City Venue Management shall not be liable for any loss, damage or theft of any property belonging to you or your guest (including minors) occurring on City Venue Management premises except where caused by the gross negligence of City Venue Management. Additionally, City Venue Management shall not be liable for any death, personal injury or illness occurring to you or your guest (including minors) on City Venue Management premises or as a result of the use of any facilities or equipment provided by City Venue Management, except to the extent that such death, personal injury or illness occurs from the gross negligence of City Venue Management.

#### 15. DIRECT DEBIT TERMS REQUEST SERVICE AGREEMENT:

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with DebitSuccess and City Venue Management. It also details what our obligations are to you as your Direct Debit Provider. We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

I/We hereby authorize DebitSuccess Pty Ltd ACN 095 551 581, APCA User ID Number 496485 to make periodic debits on behalf of City Venue Management as indicated on the front of this Direct Debit Request (herein referred to as the Business)

I/We acknowledge that DebitSuccess is acting as a Direct Debit Agent for the Business and that DebitSuccess does not provide any goods or services and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

I/We acknowledge that DebitSuccess and the Business will keep any information (including account details) contained in the Direct Debit Request confidential. DebitSuccess and the Business 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 do not make any unauthorised use, modification, reproduction or disclosure of that information.

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).

I/We acknowledge that the debit amount will be debited from my/our account according to the Direct Debit Request, this Agreement and the terms and conditions of the agreement with the Business.

I/We acknowledge that bank account details have been verified against a recent bank statement to ensure accuracy of the details provided. If uncertain you should contact your financial institution.

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account 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 three (3) business days depending on your financial institution.

I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/We agree that DebitSuccess will not be held responsible for any fees and charges that may be charged by your financial institution.

I/We Acknowledge that there may be a delay in processing if:

- 1) There is a public or bank holiday on the day, or any day after the debit date
- 2) A payment request is received by DebitSuccess on a day that is not a Banking Business Day
- 3) A Payment request is received after normal operational hours, being 4pm Monday to Friday.

Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise the Business to vary the amount of the payments from time to time as provided for within the Business agreement.

I/We authorise DebitSuccess to vary the amount of the payments upon instructions from the Business.

I/We do not require DebitSuccess to notify me/us of such variations to the debit amount.

I/We acknowledge that the total amount billed will be for the specified period for this and/or subsequent agreements and/or amendments.

I/We acknowledge that the Business is to provide 14 days notice if proposing to vary the terms of the debit arrangements.

I/We acknowledge that variations to the debit arrangement will be directed to the Business.

I/We acknowledge that any request to stop or cancel the debit arrangement will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming you are advised to contact your financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, I/We will be responsible for an additional charge of \$5 for each unsuccessful debit in addition to any financial institution charges and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by DebitSuccess.

I/We acknowledge that a 39c direct debit fee and credit card surcharge (where applicable) will be applied each debit period.

I/We authorise DebitSuccess to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that if specified by the Business, a setup, variation, dishonour, SMS or processing fees may apply as instructed by the Business.

I/We authorise:

- 1) The Debit User to verify details of my/our account with my/our financial institution
- 2) The Financial Institution to release information allowing the Debit User to verify my/our account details.