Fairfield City Leisure Centres Terms & Conditions of Membership *(As of July 2014)* Form "B"

1.0 GENERAL

1.1 Fairfield City Leisure Centres has the right to refuse to enter into an agreement with any person at its sole discretion.

1.2 Membership is only valid at Centre of purchase, except for *Leisure Connect*.

1.3 Memberships is valid from date of purchase rather than commencement of usage. Membership commencement can be delayed by a maximum of three (3) weeks by special arrangement.

1.4 Membership entitles the holder during operating hours, and subject to specific membership conditions and demand from time to time, to use of the Gymnasium, Aerobic / Aqua classes, Pool (Prairiewood & Fairfield only / Limited times at Cabravale), Sauna (Prairiewood & Cabravale only), Steam Room (Fairfield only).

1.5 Membership entitles you to use the above services/facilities, however, any failure by you to use the services/facilities does not absolve you from your responsibilities under this agreement and in particular (but without limitation) from the obligation to pay membership fees.

1.6 'Downgrade' of membership category or term of length is generally not permitted.

1.7 You will be required to have your photo taken. This photo will only appear on your customer user profile.

1.8 Memberships are not refundable *(see Condition 4)*.

1.9 Lockers are only for use whilst using the facilities – i.e. no overnight or long term storage. Any lockers with a padlock on it at the end of the day will have the padlock broken and contents will be available from reception. Fairfield City Leisure Centres cannot guarantee the safekeeping and account for contents of the locker, and will not reimburse the cost of the padlock.

1.10 Adequate footwear is to be worn during gym or aerobic sessions i.e. enclosed shoes. Furthermore, a minimum of shirt and shorts (no jeans) to be worn at all times.

1.11 A "No towel, No workout" policy applies in gym area.

1.12 Time limit (20 minutes) restrictions apply on cardio equipment at certain times.

1.13 Complimentary Exercise Consultations on 6, 12, 18 and 24-months memberships are to be taken within first month of date of membership purchase.

1.14 A new Membership Agreement form must be completed upon renewing a membership.

1.15 Management reserves the right to refuse entry to any person at any time or to remove persons guilty of disruptive or disorderly conduct – including, but not limited to; verbally or physically threatening staff or other persons; swearing aloud; and gaining or attempting to gain unauthorised and/or wrongful access may lead to membership termination (without refund) or other sanctions *(see condition 7.1)*.

1.16 If the number of members falls below the minimum required in either the Family or Corporate membership categories, remaining members wishing to continue their membership will revert to the appropriate fortnightly rate in the case of Fortnightly Debit members or in the case of Up-Front members – the applicable rate will be payable upon renewal.

1.17 Persons or members holding a 'Rehabilitation' membership paid for by a third party (normally an insurance provider) are not permitted to pay an additional fee to 'upgrade' or extend their membership.

1.18 Fairfield City Leisure Centres management reserves the right to vary any conditions and prices as considered necessary.

2.0 EQUIPMENT / PROGRAMS / SERVICES

2.1 Fairfield City Leisure Centres may vary or stop providing any equipment, program, or service without notice. Fairfield City Leisure Centres is not liable for any loss or disappointment you may suffer as a result.

2.2 Time extensions to memberships will not be offered in the case of closures for Public Holidays or any facilities/services being temporarily unavailable for improvements / renovations / change of equipment / unforseen closure. Members will be offered the opportunity to use other Centre(s) when possible during these periods.

2.3 Fairfield City Leisure Centres may add or substitute equipment, programs, or services at its absolute discretion.

2.4 Fairfield City Leisure Centres cannot guarantee that equipment will be fault free. If you experience a problem with equipment, notify staff.

2.5 Fairfield City Leisure Centres is not liable to the customer or any other party for a delay, interruption, failure, or error in supplying equipment, programs, or services.

2.6 You hereby agree to indemnify Fairfield City Leisure Centres against any loss, damage, liability, expense, cost or charge arising from or incurred due to your negligence or wilful misuse, or any unauthorised use of equipment, programs, or services.

3.0 MEMBERSHIP CARDS

3.1 A membership card will be issued to all new members at time of application.

3.2 Members entering gym or pool area at Fairfield and Prairiewood Leisure Centres may proceed directly to and scan card at turnstiles. Members entering the gym at Cabravale Leisure Centre may proceed directly to and scan card at turnstile. Members of Cabravale Leisure Centre wishing to enter the pool area or attend group fitness classes at any Centre require to scan your card at reception. If turnstiles are out of order, or your card does not allow you access, all patrons are to report to reception prior to entry.

3.3 Members must bring their membership card with them on each visit to the Centre. If a member repeatedly (more than three (3) times) does not produce or use his or her card, the member is to pay the applicable casual entry fee and further sanctions may apply *(see condition 7.1)*

3.4 Membership cards remain the property of Fairfield City Leisure Centres. An $11 replacement fee will apply to members who lose/damage/destroy a membership card.

3.5 Validity/expiry dates are not shown on card. Please check all details with reception.

3.6 Membership cards are not transferable between people and must only be used by the person who it is issued to. Failure to abide by this condition may lead to management withholding/terminating membership for patrons found in breach of this condition *(see condition 7.1)*

4.0 EARLY CANCELLATION / REFUNDS

4.1 Early cancellation is generally not permitted. In exceptional circumstances, an application in writing to Centre Management is required, and approval or disapproval for early cancellation will be based on management's absolute discretion.

4.2 Request for early cancellation will not be accepted within final three (3) months of initial period of your agreement.

4.3 Supporting documentation (eg. doctor's certificate stipulating specific conditions and time period when exercise is not recommended) is required with application.

4.4 If moving out of the area, early cancellation may be granted if moving to an area not within an adjoining / near-by Local Government Areas – i.e. Auburn; Bankstown; Blacktown; Holroyd; Liverpool; Parramatta; and Penrith. Some exceptions may apply – see staff for details. Proof of re-location / residence (not proof of ownership or RMS 'address labels') will need to be provided.

4.5 If early cancellation is granted, the early cancellation fee will be equal to 75% of the remaining balance of your agreement (but not less than $150).

. 4.6 If early cancellation is not granted, see *Condition 5 – Transferring Memberships* - as another option.

4.7 Cardiac / Seniors memberships are not refundable under any circumstances.

4.8 In cases of pregnancy, *see condition 6.4*.

5.0 TRANSFERRING MEMBERSHIPS

Up-Front Memberships (between people)

5.1 Upon written application and approval from management, 6 or 12 months Up-Front Memberships may be transferred to another person, for use at the same Centre, for a fee of $35.00. Transferring of memberships is not permitted during the final 60 days of the membership, and approval may be withheld at management's absolute discretion. Transfer between people may only occur once per membership.

Direct Debit Memberships (between people)

5.2 Direct Debit memberships within initial/minimum contract period can be transferred to another person, however, the person to whom it is being transferred must commence a new agreement (for same duration as original agreement) – i.e. not just complete the remaining time on the original agreement but start a new agreement. Transferring of memberships is not permitted during the final 60 days of the minimum term of the membership or outside of the minimum term, and approval may be withheld at management's absolute discretion.

Transferring memberships between Centres (by same person)

5.3 Memberships may be transferred for use at another of Fairfield City's Leisure Centres. An administration fee may apply for this and is calculated on a case-by-case basis.

6.0 MEMBERSHIP 'SUSPENSION'

6.1 Suspension requests must be done in person at the Centre prior to dates of requested suspension period – i.e. Suspension requests cannot be backdated. In exceptional circumstances, an application in writing to Centre Management is required, and approval or disapproval for suspension will be based on management's absolute discretion. In cases of physical incapacitation, a doctor's certificate will also be required stating time period when exercise is not recommended.

6.2 Membership cards must be handed in at time of suspension request.

6.3 Any suspension request (including those for medical reasons) must be for a minimum 14 days. In extenuating circumstances, there is a maximum suspension period of 270 days.

6.4 In cases of pregnancy, extended suspension may be issued upon presentation of a doctor's certificate stating time period when exercise is not recommended and the expected date of birth. Suspension may be offered up to six (6) weeks past the expected date of birth. Cancellation of membership prior to minimum term of agreement is not permitted during pregnancy.

6.5 Suspension requests for more than the maximum allowable period may be considered (so long as written evidence is provided – eg. a doctor's certificate or travel itinerary). If such requests are accepted, a fee of up to $20 will apply for each such request (in addition to fees outlined below).

6.6 Up-Front Memberships

6.6.1 A fee of $10 (payable in person at the Centre at time of suspension request) is payable for each request

6.6.2 A maximum suspension period of 28 days (6 Months Up-Front Membership) and 56 days (12 Months Up-Front Membership) is available on these memberships only. A minimum suspension period of 14 days applies for any request.

6.6.3 Suspension is not available for 'Rehabilitation' memberships paid for by a third party (normally an insurance provider). In exceptional circumstances, suspension may be issued upon presentation of a doctor's certificate stating time period when exercise is not recommended, and approval or disapproval for suspension will be based on management's absolute discretion.

6.7 Fortnightly Debit Memberships

6.7.1 A fee of $10 (payable in person at the Centre at time of suspension request) is payable for each request

6.7.2 A minimum of three (3) business days notice is required to suspend Fortnightly Debit memberships. Less than three (3) business days notice may result in your next debit still being processed.

6.7.3 *a)* Members on a Minimum 6 Month Fortnightly Debit Agreement may suspend their membership for a total maximum of 28 days within any six (6) month period.
b) Members on a Minimum 12 Month Fortnightly Debit Agreement may suspend their membership for a total maximum of 56 days within any twelve (12) month period.
c) Members on a Minimum 18 or 24 Month Fortnightly Debit Agreement may suspend their membership for a total maximum of 70 days within any twelve (12) month period.

6.8 'Flexi-Fit' Memberships

6.8.1 'Flexi-Fit' members can suspend their membership for a minimum period of 14 days.

6.8.2 A fee of $10(pro-rated) for every fortnight the membership is suspended is payable to keep the membership active.

6.9 Debit installments will re-commence automatically on the billing date after the completion of the suspension period as stated on the suspension application. If applicable, the installment will be calculated on a pro-rata basis.

6.10 If suspension is granted within the initial contract period, the initial contract period will be extended by the same length of time as per the suspension request.

6.11 Notice to cancel a Fortnightly Debit Membership cannot be given whilst membership is suspended. Membership must be re-activated and then notice to cancel (if outside of initial contract period) may be given.

7.0 BREACH OF CONDITIONS

7.1 Centre management has the right to apply sanctions on any member found to be in breach of membership conditions. Such sanctions may include:

7.1.1 Warning or counselling of the member.

7.1.2 Barring access to facility(s) and/or membership privileges for a defined period of time.

7.1.3 Cancelling the membership without refund.

7.1.4 Refusal of entry to any of Fairfield City's Leisure Centres

7.2 Members that have had membership privileges barred(as per 7.1.2) will not be entitled to a refund or a suspension of direct debit instalments from their nominated account for the corresponding period of barring – that is; no financial compensation is offered for the period your membership privileges have been barred.

8.0 ADDITIONAL CONDITIONS FOR FORTNIGHTLY/MONTHLY DEBIT MEMBERSHIPS (refer to Membership Agreement for further conditions)

8.1 *LinksPay* acts as the billing agent for Fairfield City Leisure Centres.

8.2 One (1) fortnightly instalment and, and a pro rata payment of 1-14 days is required at the time of joining. In addition, an initial joining fee may be applicable. There is a maximum 21 days to supply all agreement/financial account details from the date of joining or all joining and membership fees and membership will be forfeited.

8.3 A minimum of three (3) business days notice prior to a Friday fortnightly billing date is required to change your bank/direct debit details (account number).

8.4 Members are responsible for providing the correct account number. Fees imposed by financial institutions and Fairfield City Leisure Centres for providing incorrect bank details are the responsibility of the member.

8.5 Cancellation of a membership requires a minimum 14 days written notice but only once the minimum term has been completed. This is to be done in person at the Centre by completing the appropriate form provided by Fairfield City Leisure Centres. Fortnightly debit will continue to apply for 14 days from this point. Notice to cancel a direct debit membership cannot be provided more than two (2) months in advance and cannot be made verbally or via telephone.

8.6 If account is in arrears at time of requesting cancellation, cancellation cannot be accepted until arrears are cleared.

8.7 If remaining debit(s) are not successfully processed once cancellation notice has been given, the cancellation becomes void until any outstanding amounts on the account / agreement is cleared.

8.8 Direct debit members will be notified in writing 30 days before any increase in fees may occur, unless under special circumstance.

8.9 Any member who is two (2) or more instalments in arrears will have sanctions imposed *(see condition 7.1.2)*.

8.10 Persons under the age of 16 are not permitted to join on a Fortnightly Debit Membership.

8.11 If a member's account is sent to a debt collection agency, the person may only re-join on an Up-Front Membership if he/she has cleared the outstanding debt.

8.12 If an error has been made by either Fairfield City Leisure Centres or *LinksPay* Billing Agent, where by the member has not been debited correctly or at all for any period of time, the member shall pay any amount not debited correctly. Failure to do so will result in the person being referred to a debt collection agency.

9.0 LIABILITY AND RISK

9.1 In consideration of being accepted as a member of Fairfield City Leisure Centres each member, EXPRESSLY ACKNOWLEDGES AND AGREES that (subject only to gross negligence on the part of Fairfield City Leisure Centres staff or management, being the direct cause of any loss, damage or injury to occur) each member will enter upon the Fairfield City Leisure Centres premises and surrounds and/or will participate in the programs, utilise the equipment and/or take advantage of the services offered therein absolutely at his or her own risk, such that each member RELEASES AND DISCHARGES Fairfield City Leisure Centres its management, staff and contractors from all liability for loss, damage or injury which may be sustained by a member in such manner, or under such circumstances.

9.2 The acknowledgment of liability and risk by each member and the release from liability for Fairfield City Leisure Centres, its management staff and contractors, as set out in 9.1 above, is in addition to and not in substitution for any other membership condition including, in particular, but without limitation, clause 2 of these Terms and Conditions of Membership.

9.3 Each member further acknowledges and agrees that subject only to negligence of the Fairfield City Leisure Centres, its management, staff or contractors, no action, claim, demand or proceedings will be instituted against Fairfield City Leisure Centres, its management staff or contractors by or on behalf of any such member, as a result of or arising from loss, injury or damage sustained by that member, in such manner or under such circumstances as are set out in this clause 9.

10.0 LEISURE CENTRES TERMS & CONDITIONS OF ENTRY

10.1 Each member expressly acknowledges and agrees that despite his/her membership of the Fairfield City Leisure Centres, he/she is nonetheless subject to and must fully comply with the Terms and Conditions of Entry to the Fairfield City Leisure Centres, in force from time to time.

10.2 A copy of the Terms & Conditions of Entry to Fairfield City Leisure Centres currently in force is attached to and forms part of these Terms & Conditions of Membership.

10.3 In the event of an inconsistency between these Terms and Conditions of Membership and the Terms & Conditions of Entry to Fairfield City Leisure Centres at any time and from time to time, the Terms & Conditions of Entry to the Fairfield City Leisure Centres, will take precedence over these Terms & Conditions of Membership, which will then be deemed to have been amended accordingly, to allow for any such inconsistency.

PRIVACY

Fairfield City Leisure Centres collect and use personal information about you primarily to supply the products and services you utilise at the Centres.

Fairfield City Leisure Centres also collects and uses personal information for related purposes including:

- billing and account management;
- business planning and product development; and
- to provide you with information about promotions, as well as other products and services offered at Fairfield City Leisure Centres.

If you do not provide all the personal information Fairfield City Leisure Centres request from you, Fairfield City Leisure Centres may be unable to supply the products or services you have requested. By providing your personal information to us you acknowledge that, and consent to us collecting and using your personal information to contact you for market research and to provide you information and offers about products and services offered by Fairfield City Leisure Centres.

Fairfield City Leisure Centres value the personal information you provide and will:

- not provide any personal information (including details of your membership agreement or status) to any third party (including non-nominated family members)
- take all possible precautions to prevent unauthorised access to that information.
- not give your personal information to any other organisation for their marketing purposes.
- with your assistance, keep your personal information accurate, complete and up to date.