

## MEMBERSHIPS TERMS & CONDITIONS

### 1. MEMBER COMMUNICATION

- Willoughby Leisure Centre's preferred method of communication is via email. Therefore, we request members provide a valid email address on commencement when completing a Membership Application Form. It is the responsibility of the member to ensure their contact details are up to date and correct at all times. Willoughby Leisure Centre reserves the right to update and change terms and conditions.

### 1. MEMBERSHIP FEES

- As a Willoughby Leisure Centre member you are personally responsible for payment to of the Membership Fees and any other payments set out in the Membership Application Form & Direct Debit Request Form; including Administration and Joining Fee as they are due. You will not be permitted to access the facilities and services if you have an outstanding payment.

### 2. CHANGES TO MEMBERSHIP FEE

- The Willoughby Leisure Centre fees are reviewed annually. This may result in an increase to your regular fortnightly direct debit amount. The Willoughby Leisure Centre will provide 28 days' notice of any change to your fees and the date from which the change will occur. Your direct debit member's fees will automatically increase to reflect the new price.

### 3. MEMBERSHIP SUSPENSION

- It is the member's responsibility to notify us in writing by completing a Suspension Form. Requests for a suspension are to be made in advance by at least 3 Business days. Requests for a suspension will not be backdated under any circumstances. Members are entitled to a maximum of 12 weeks of suspension over a 12 month period. A minimum of 7 days consecutive must be taken per occasion and in multiples of 7 days. Members who request a suspension will be charged an administration fee of \$0.35 per day, which is to be paid in advance by Up-Front Members. Direct Debit Members regular fortnightly payment will reduce to reflect the suspension value.

### 4. TERMS & CONDITIONS SPECIFIC TO DIRECT DEBIT MEMBERS

- Your account will continue to be charged at the fortnightly rate after the minimum period (ie 4 weeks (flexible memberships) or 12 months, as selected on your direct debit request form and Membership application form), unless you provide the Willoughby Leisure Centre with written notification to cancel my membership.
- Debit Success is the third party Direct Debit provider for the Willoughby Leisure Centre and as such your agreement with WLC overrides the terms and conditions of their agreement.
- A failed direct debit payment will result in a dishonour fee of \$5.00. Should your direct debit payment fail you will be notified via SMS & Email. You must arrange to pay the failed payment amount and the dishonoured payment fee at the customer service desk or via the member portal prior to your next visit. Until payment has been received you will not be permitted entry to the facility.
- A Departure Form must be completed and submitted if you wish to terminate your membership. To ensure your direct debit does not continue past your minimum term, you must provide 14 days' notice within this term.
- A cancellation fee of \$165.00 will apply should you choose to cancel your membership prior to the minimum membership period as set out on your membership application form.
- The Willoughby Leisure Centre will process one final fortnightly payment after receiving written notice to cancel your membership. Your membership will expire 14 days from the date of the final fortnightly billing period.
- Upon submitting a Departure Form via email or in person, your direct debit is still active until a confirmation email of the acceptance of the submitted Departure Form has been received. If you have not received a confirmation email within 3 business days of your submission, assume it has not

been received and therefore not processed. Departure Forms must be received in person during opening hours or via [leisure@willoughbyleisure.com.au](mailto:leisure@willoughbyleisure.com.au)

- The membership cancellation fee may be waived in the following circumstances: In the event of relocation more than 25kms away from the Centre, a Member must give at least 14 days' notice. Valid proof of relocation, for example a signed lease or utility bill, is required for the Centre to cancel the membership.
  - a. The Centre reserves the right to cancel this membership agreement and request the return of the Member's card, at Centre Managements' discretion.
  - b. If the Member becomes seriously ill, permanently injured or medically disabled in a manner that prevents the Member from utilising the services on offer at the Centre and evidence is provided and verified by the Centre.

## 5. REFUNDS

- No refunds are available on memberships.

## 6. PRIVACY POLICY

- The Willoughby Leisure Centre is bound by the Privacy Act. For details of Willoughby City Council's Privacy Policy, please see Willoughby Leisure Centres Office

## 7. RISK AND RESPONSIBILITY

- There is always a risk of injury when using the Centre's equipment and facilities. The Centre does not accept any responsibility for any such injury and Members must accept that risk. Members must disclose to the Centre any circumstances which may affect safety or increase risk or injury. To minimise that risk Members must comply with all safety directions issued by the Centre and Centre staff. Please monitor your physical condition at all times and exercise to a level that is appropriate given your knowledge of your health and any medical advice you have obtained. If any unusual symptoms occur immediately stop what you are doing and notify a staff member. Members must also advise Willoughby Leisure Centre if their medical condition changes after joining. We may choose to suspend your membership agreement until a medical clearance stating that you are fit to exercise is provided.

## 8. CHILDMINDING

- Access to the Play Club is free for children aged between 5 weeks and 5 years to all members. Bookings open on the 21st of each month for the following month. All receipts must be presented to the Play Club Staff on arrival. Please note that children are not permitted in the Health Club

## 9. COURTESY AND BEHAVIOUR

- A high standard of behaviour is expected from Members at all times. Willoughby Leisure Centre Management reserves the right to terminate membership rights and prohibit further entry to any person found to be in breach of the Centre's rules and regulations.

## 10. VENUE REPAIRS & MAINTENANCE

- The Centre has an extensive Asset Management Plan in place to ensure that all facilities are maintained. From time to time, services and facilities may be temporarily suspended or closed. If this occurs, and you are adversely affected, you may request a suspension on your membership for the relevant period. You cannot seek reduction in your membership fees due to the suspension of closure of services and facilities.

## 11. ENTRY CARDS

- Members are not required to queue with the general public. A membership card is provided that allows entry through the automatic turnstile gate. A photo will be taken when joining and attached to your profile for our digital membership database records. Membership cards must be shown on every visit to gain entry. If you visit the Centre without valid membership card or photo identification, you may be refused entry. Membership & Visit Pass cards remain the property of the Willoughby Leisure Centre and you cannot lend or allow anyone else to use it. In an event of a lost, stolen or damaged membership card, you should contact Customer Service regarding the reissue of a replacement card. A fee will be charged to cover the cost of the replacement card.

## 12. LOCKERS

- Lockers are available free of charge to members and accessed via membership cards. Bags are prohibited in the Health Club and Group Fitness classes and all belongings should be stored in the lockers provided.

