

mecwacare

Ballan Pool and Gym

Your Terms & Conditions

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1. Things to know at the start of your membership

1.1 What types of memberships do we have?

	Access	Minimum Term	Expiry Date	Payment
12 Month Membership	Gym and Pool	12 months	After the 12 th month	In full upfront
Monthly Direct Debit Open Ended	Gym and Pool	30 days	Ongoing	Pro rata at sign up, monthly thereafter
Monthly Membership	Gym and Pool	30 days	After 30 days	In full upfront
Monthly Family Membership	Gym and Pool	30 days	After 30 days	In full upfront
TAC/ Worksafe Quarterly Membership	Gym and Pool	30 days	After 90 days	In full upfront or letter from agent approving quarterly membership at the correct rate

1.2 Do we offer any discounts?

Using a concession discount:

You will receive a discounted membership if you are a:

- full-time student or pensioner;
- seniors cardholder.

If you are a **student**, you must show us proof that you qualify for a concession before your membership anniversary each year. If you no longer satisfy our criteria, we can upgrade you to the standard membership. Seniors and pensioners are also required to produce evidence as requested.

Setting up a family membership:

Family memberships are offered to families who are signing up together. It includes 2 adults and 2 children. Children must be between the ages of 14 to 17.

1.3 How old do you have to be?

Meeting our minimum age:

You must be at least 14 years old to become a member.

Joining aged 14–15:

If you are under 16, a parent or guardian must sign your membership agreement and pre-exercise questionnaire. You can then:

- use cardiovascular equipment;
- take part in water-based classes.

You may not do unsupervised resistance training.

Joining aged 16–17:

If you are 16 or 17, a parent or guardian must co-sign your agreement and pre-exercise questionnaire.

You may then do unsupervised resistance training once a qualified staff member has:

- assessed your pre-exercise questionnaire;
- written and supervised an initial resistance training program for you.

1.4 When does your agreement start?

Signing your agreement:

You have an agreement with us when you have signed it and we have accepted it. If these terms and conditions or your agreement differ from anything you are told at the club or over the phone, these terms and your agreement will apply, unless written confirmation is received from a Ballan Health & Care Services employee.

Understanding our rights:

If we do not enforce our agreement rights at any time, it does not mean we have waived those rights, no matter how long we wait. If there is a miscalculation in your membership agreement, we have 5 days after the agreement is signed to correct it.

1.5 Can you change your mind?

No refunds are provided on any memberships.

1.6 What about your health?

Promising you are in good health:

On the day you sign your agreement and each time you use our clubs, you promise us that:

- you are in good physical condition;

- you know of no medical or other reason why you cannot or should not do active or passive exercise.

Seeking expert advice:

Our staff and contractors that work in the Pool and Gym are not medically trained. They are not qualified to assess if you are in good physical condition and can exercise without risking your health, safety or comfort. If you have any doubts, we strongly urge you to seek expert advice from either your GP, Exercise Physiologist or Physiotherapist before starting an exercise program.

2. Things to know during your membership

2.1 When do you pay membership fees?

Paying for ongoing memberships:

You pay fees for ongoing memberships in advance each month, by direct debit from a bank account or credit card.

Paying upfront:

You can pay upfront for some memberships. For a pre-paid membership, you need to pay on the day you buy it.

2.2 How do direct debits work?

Paying on the 4th of every month:

We will debit your monthly membership fees from your nominated account on the 4th of every month, as set out in your membership agreement.

Please note that:

- debit dates are preset for all members;
- if one falls on a public holiday, we will debit your account on the next business day;
- debits might take up to 5 days to come out of your account.

Meeting your responsibilities:

You must make sure:

- your account can accept direct debits (your financial institution can confirm this);
- there is enough money in your account on the payment day and the next 5 days;
- you tell us if you are transferring or closing your account, at least 48 hours before your next direct debit;
- you tell us about any changes to your credit card, such as its expiry date or number, at least 48 hours before your next direct debit.

Please tell us and your financial institution if you want to change or stop your direct debits.

Querying a payment:

If you query a payment, we will do our best to respond within 7 working days. If you are not happy with our response, you may contact your financial institution. It will handle your query in line with its own policy.

What happens if your payment is late or fails?

If you do not fully pay your fees on the due date, we will suspend your membership access until your payments are up to date and you have given us your account details.

Paying your outstanding debts:

We will continue to debit your nominated account without notice, until we have received the total amount you owe us. For membership/s in your name, you must make sure that the payment method you choose continues for the length of your agreement. This includes third-party accounts. If the details you give us fail, you are liable for all resulting fees. You should update your details and are obligated to complete your minimum term.

2.3 Can we change your agreement?

Staying up to date with our terms:

We may sometimes add to, change or remove our terms and conditions. This includes changing the centre's opening and closing hours, its services and facilities and membership fees. Sometimes, we may also close the centre for maintenance to improve its facilities. We do not reduce your membership fees because the centre is closed for maintenance or for a public holiday.

The most up-to-date terms and conditions always apply.

Being notified about changes:

We will give you at least 28 days notice of any changes, for instance by:

- publishing them on our website;
- placing a notice in the centre;
- phoning you or writing to the address (post or email) you last gave us.

If we suspend the centre's operations or services temporarily, we may offer you:

- complimentary hold on your membership.

Cancelling your membership

If you are on an ongoing direct debit membership you can cancel your membership at any time provided you give us 30 days' notice.

Unless the law states otherwise, you won't have any other claim against us if this happens.

Please note, no refunds are provided for any upfront paying memberships.

2.4 Can we increase your fees?

Being notified about changes:

We reserve the right to increase your fees at any time after the minimum period of your agreement has ended.

We will make a reasonable effort to tell you about this at least 28 days beforehand by writing to the address you last gave us (which may be an email address or text message). We will consider that you have received our letter or email on the third business day after it is sent.

Authorising us to increase debits:

Where we have made a reasonable effort to let you know about a fee increase, you authorise us to increase any debits from your nominated account.

2.5 Can you put your membership on hold?

Using a 'hold':

You can hold your membership for 1 or more weeks (7 days), up to a maximum of 4 weeks each calendar year.

Where extended travel or medical circumstances impact your attendance we will grant you an additional 4 weeks of membership hold per calendar year. However, we must be satisfied by your supporting documents, such as a certificate from a medical practitioner or travel itinerary.

Note that we cannot backdate any hold requests. You must request a hold when you need it.

2.6 How can you use your access card?

Showing photo ID:

We will give you an access card when you join. We will also attach your photo to your account on our digital membership database. If you visit the club without a valid access card or photo identification, we may refuse you entry.

Your membership card:

The access card is our property. You cannot lend your card or allow anyone else to use it. If you lose or damage your card, we will charge you \$5 for any extra cards.

2.8 How can you protect your health?

Telling us about your health risks:

If you believe any membership activities might risk your health, you must tell us this in writing with full details. You must also tell us if your medical condition changes after you join.

We may choose to refuse your membership agreement until:

- your doctor agrees in writing that you are fit to exercise;
- you show us proof that you have received medical advice on an appropriate exercise program.

Managing infections and illnesses:

You must not use centres facilities if:

- you have an infection, contagious illness or physical ailment, such as an open cut or sore;
- there is any other risk, however small, to other members and guests.

3. Centre Code

3.1 What rules apply to our facilities?

Respecting our equipment:

You are responsible for using our facilities and equipment correctly, including adjusting levels or settings. If you are not sure how to operate any equipment, please ask our staff before you use it.

Note that you will be responsible for any damage that you cause through a willful act or negligence.

As a courtesy to other members, please:

- use a clean towel when you use equipment, including exercise mats;
- keep to the set time limits;
- keep phone calls to an absolute minimum;
- put equipment away after use.

Note also that you must not use a camera in our centre without written permission

Taking care in wet areas:

You may use the swimming pool, spa and changerooms. However, note that these areas can be unsupervised at times and you use them at your own risk.

You must follow all signs and never run, dive or jump.

Keeping your belongings safe:

We provide lockers you can use while exercising but these are not security lockers. Please keep your access card with you and do not bring valuables into the centre.

Unfortunately, thefts do happen. We cannot accept responsibility for any loss or damage to your belongings while you are at the centre, even if someone breaks into your locker.

If you leave belongings in a locker overnight, we may remove them. We give lost property to the op shop, including unclaimed items from lockers.

Wearing suitable clothes:

All members and guests must wear suitable clothes and enclosed sports shoes in any exercise areas, except for wet areas. We do not allow clothes with offensive images or inappropriate advertising.

Respecting others:

Be respectful and do not behave inappropriately towards other members, guests, our staff and outside providers. Examples of inappropriate behaviour include:

- verbal or physical intimidation;
- harassment;
- discrimination on the basis of race, sex, age or any disability another person may have.

Parking:

You can park in the centre's car park at your own risk. We are not liable for any loss or damage to your vehicle or its contents.

3.2 What happens if you break the code?

Being refused entry or receiving a warning:

We can refuse entry to anyone, including members, staff and volunteers, if they act unreasonably or break the code. We may also warn you that you risk having your membership cancelled. If you continue to behave in the same way, we may cancel your membership immediately.

Facing instant cancellation:

We can cancel your membership without warning if you behave in a way that is risky or seriously inappropriate, such as:

- threatening or harassing others;
- damaging equipment;
- using illegal or performance-enhancing drugs;
- instructing other members when we have not authorised you to do so.

4. Legal Information

4.1 What are your responsibilities?

Meeting your responsibilities:

Your responsibilities, including payment of membership fees, do not depend on how often you use a centre.

You must tell us about anything that affects your membership, and any changes to your contact and bank details.

Promising to take care:

You promise to:

- make sure that you know how to exercise safely, by asking if necessary;
- use your best endeavours to exercise safely;
- not take valuables into the centre, even if you plan to put them in a locker.

4.2 Do we have a privacy policy?

Understanding our privacy policy:

During your membership, we will have access to personal information about you, such as about your health. We will only use, disclose or deal with your information in line with our privacy policy.

4.3 Which laws apply?

Meeting state laws:

Your agreement is subject to Australian law and is governed by state laws.

If a court decides that any section of your agreement is invalid or unenforceable, that section will be deleted from the agreement. The other sections will remain valid and enforceable.

Restricting your rights to sue:

Under the Competition and Consumer Act 2010, we guarantee that our recreational services are:

- provided with due care and skill;
- fit for any purpose you have told us you are using the services for or for a result which you have told us you wish to achieve;
- supplied within a reasonable time.

However, under certain legislative provisions, we may ask you to agree that these conditions do not apply to you. If you sign the agreement, you will be agreeing that your rights to sue us are excluded, restricted or modified as set out in these terms and conditions.

This applies if you are injured (including injury that results in death) because the services were not rendered with due care and skill, or they were not reasonably fit for their purpose.

This change to your rights does not apply if your death or injury is due to our gross negligence. Gross negligence is defined in the Fair Trading (Recreational Services) Regulations 2004.

Ballan Pool and Gym Centre

Name: _____

Address: _____

I understand and agree to these terms and conditions Date: ___ / ___ / _____

Signature: _____