

Kwinana Recquatic Membership Terms and Conditions 2023

Kwinana Recquatic ABN: 13890277321 Corner of Skerne St & Robbos Way,
Kwinana WA 6167

Definitions and Interpretations

1. Application means the Individual Member Application Form.
- ii. City means the City of Kwinana.
- iii. Centre means the Kwinana Recquatic Centre including its staff, facilities, and services, where the context permits.
- iv. Member means the person listed on the Application and includes their parent or guardian if they are less than 18 years old.
- v. Membership means membership to the Centre.
- vi. Membership Category means the category of Membership, either 'Premium Recquatic', 'Standard Aquatic' or 'Standard Fitness'.
- vii. Patron means any user of the Centre's facilities.
- viii. Terms and Conditions means these Terms and Conditions.

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

All members have the right to cancel their membership, without giving cause or reason, within 7-days of entering into a membership agreement (cooling off period). All requests for cancellation during the cooling-off period must be made to Kwinana Recquatic in writing via email to RecquaticMemberships@kwinana.wa.gov.au. Any membership fees paid will be refunded minus the cost of any services the member may have used prior to termination.

General Membership Conditions

1. All Memberships are valid only for the person listed on the Membership application.
2. All Patrons acknowledge and agree that they are medically sound to undertake a normal course of exercise and accordingly enter and use the Centre's facilities (whether supervised or not supervised by the Centre's staff) at their sole risk and responsibility.
3. All Members agree to have their photo taken for Membership security purposes.

4. If a Membership applicant is less than 18 years of age, a parent or guardian is required to sign the Membership application.
5. A Membership gives access only to those options nominated and paid for at the time of purchase.
6. If a Member is found to be using other facilities which they have not paid for, the Centre reserves the right to charge a higher-level Membership for the entire term of their current Membership and/or cancel the Membership.
7. If a person is found to be using another person's Membership card, the card will be confiscated, and the person will be charged for casual entry and or may be evicted from the Centre.
8. If a Member is found to knowingly let another person use their Membership, their Membership may be cancelled with no refund provided.
9. A Member must provide all personal details requested on the Membership application and update at the Centre's reception should any of these details change in the future.
10. Membership tokens or bands must be presented at the Centre's reception on each visit and at any other time when requested by a staff Member.
11. Replacement Membership tokens or bands will only be issued after the replacement fee is paid.
12. Any alterations to Membership categories, classes etc. are at the discretion of the Centre.
13. A Membership application form must be filled out for every Membership period.
14. Fees and charges for all Memberships are subject to an annual review by the Centre.
15. The Centre reserves the right to vary, add or eliminate any facility or service provided by the Centre, or change Centre opening hours, without notice.
16. Abusive, offensive, and inappropriate language or behaviour towards the Centre's staff or Patrons will not be tolerated. Such behaviour may result in immediate termination of your Membership and the forfeit of any prepaid fees.
17. A Patron must not enter the Centre if they are showing signs of or are suffering from any contagious illness or condition.
18. The Centre and the outside fenced areas are smoke and alcohol free. All persons are required to be further than 10 metres from the Centre's entrance when smoking.
19. At the absolute discretion of the Centre's staff to enforce, certain food and drink is not permitted in the Centre whilst the Centre's Café is in operation.
20. The Centre's staff may, at any time, inspect any items (e.g. bags, eskies, etc.) brought onto the Centre's premises.

21. Patrons must follow all operating and safety instructions on equipment in the Centre. If a Patron is not sure of correct use or operation of equipment, they should seek assistance from a staff member of the Centre before using the equipment.

22. A Patron must abide by the conditions of entry and conditions of use of the Centre's facilities as seen in and around the Centre (i.e. use of a sweat towel in the gym).

23. The conditions contained in this Agreement are to be enforced by the Centre's staff, who may in their absolute discretion, take reasonable action to remove a Patron from the Centre if, in the absolute discretion of the Staff member, the Patron is not complying with the conditions.

Membership Payments

Payment Declaration

24. I agree that payment for membership fees must be made upfront at the time of joining; if an automatic debit arrangement is in place, scheduled payments will continue until the membership is terminated as outlined below under cooling-off period, cancellation, and termination.

25. The liability for the above payment shall continue as agreed notwithstanding my frequency of attendance at the centre or that I shall cease to attend altogether.

26. I shall not be entitled to any refunds for any reason other than those stated below under cooling-off period, cancellation, and termination.

27. As a Member, I shall cease to have rights to the centre, at its discretion, if full payment is not received by the due date.

28. As a Member, I shall pay all costs of the collection of the monies due including any debt collectors, legal fees, or other cost payable by my defaults.

29. I declare that I have read and understand all the above provisions as well as the centre rules and regulations and acknowledge that this is a legally binding contract and that I observe to be bound by it.

Perpetual Direct Debit Memberships

This is an ongoing membership agreement. The agreement will continue until either you or the supplier terminate it in the way described in the agreement. If an automatic debit arrangement is in place, membership fees will continue to be debited from your credit card or account until you or your fitness centre cancels the arrangement. If you terminate the agreement or stop the automatic debit arrangement in a manner not described in the agreement, then you may be liable to the fitness centre for damages for breach of contract.

30. Direct Debit Memberships may only be available on selected Memberships.

31. If paying by Direct Debit, a setup fee may be payable by the Member.

32. To utilise Direct Debit Memberships, the customer must provide BSB and account details. If paying by Direct Debit the Member agrees to pay the instalment amount on the nominated day at the agreed payment frequency.

33. Direct Debit Memberships can be suspended as per the general suspension conditions.

34. If a Direct Debit payment is dishonoured, you will be notified, and a dishonour fee may be added to your account. You may not be able to use your Membership (i.e. use the Centre's facilities) until the outstanding balance has been paid. To avoid termination of your Membership, payment must occur immediately upon being requested to do so.

35. Direct debits cannot be deferred for any reason.

36. If there are any current arrears in payments, the Member authorises the direct debit provider to debit the outstanding balance in order to bring the account up to date.

37. Any changes to a contract will require the completion of a variation to contract through the Centre's direct debit provider.

Perpetual membership price increases

38. Perpetual memberships are subject to an annual price review and CPI increase in accordance with endorsed City of Kwinana Schedule of Fees Charges.

Membership Categories

Fitness Services

Including the following Categories:

- Premium Recquatic
- Standard Fitness

39. Fitness Memberships include use of Gym, Stretch Studio, Cardio, and Functional studios, and all classes on the group fitness timetable, but not term programs.

40. The minimum age to use the Recquatic Gym, Stretch Studio, Cardio, Functional studios, and Group Fitness classes is 16.

41. No admittance into group fitness classes 5 minutes after the scheduled start time.

42. Members must always bring a sweat towel when using the gym or participating in classes.

43. Appropriate attire must be worn for all activities at the Centre (no denim or soiled work clothes or footwear). It is essential for enclosed shoes to be worn at all times in the health and fitness areas.

44. A Member must detail any particular medical circumstances, either past or present, which may affect their ability to safely participate in their Membership and exercise routine.
45. Presentation of a written confirmation from a doctor confirming fitness to exercise may be necessary, on request by a trainer or instructor, before proceeding with an exercise program.
46. Classes with consistently low attendance may be removed from the timetable without notice.
47. Classes are filled on a first come, first serve basis. A Member shall possess no greater right to class access than a casual Patron.
48. Time limits may apply on cardio machines during peak times.
49. Patrons must return weights and bars to their racks when they have finished using them. This includes unloading plates from machines and bars in the gym as well as equipment used in group fitness classes.
50. To prevent the spread of germs and bacteria, members must sanitise all equipment and touched surfaces after use, using the provided sanitising stations.

Aquatic Services

Including the following Categories:

- Premium Recquatic
- Standard Aquatic
- Standard Fitness (Aquatic Group Fitness)

51. Normal pool safety rules apply for the safety and convenience of all Patrons and are detailed on the Centre's pool deck and must be complied with. There may be instances where the pool areas are not supervised and use of the pool during these times is at the Patron's risk.
52. Children under 5 years must be within arm's reach of a parent or guardian at all times and wear a Watch Around Water wristband.
53. Patrons must shower before entering the pools.
54. Patrons must not enter the water if they have diarrhoea or have had gastroenteritis in the last 14 days or if you are bleeding or oozing.
55. Patrons must not enter the water prior to session start times or without a lifeguard present.
56. Appropriate swimwear must be worn at all times (no denim or soiled work clothes permitted).
57. No glass is to be taken into the aquatic's areas.

58. Babies and children who are not fully toilet trained must wear an aqua nappy in the water.

59. Children aged 5-12 years must be supervised by a responsible person aged 16 years or older.

60. The Hydrotherapy pool may only be used during public opening hours, and only when a lifeguard is present. No loud or disruptive behaviour will be tolerated.

61. The centre reserves the right to alter daily operating hours, including Hydrotherapy public opening hours.

62. The minimum age to use the spa and steam room is 16. A wristband must be worn while in the spa/steam room area (please ask for one at the front desk).

Membership Types

Concession Memberships

63. To qualify for a concession Membership you must hold a current Seniors Card, Pension Card, Health Care Card, or Full-Time Student Card. This must be presented at the time of membership registration, and or membership renewal.

64. Eligible concession members will receive a 15% discount to upfront fees, or scheduled direct debits, dependant on the payment type.

65. Members registered to perpetual direct debit memberships with a concession discount must confirm concession eligibility upon each 12-month anniversary of membership. Failure to produce sufficient evidence may result in removal of concession discount to ongoing scheduled debits.

66. The Centre reserves the right to request evidence of concession eligibility at any stage of the active membership term. Failure to produce sufficient evidence may result in removal of concession discount to ongoing scheduled debits.

Senior Off-Peak Memberships

67. The Seniors Off-Peak membership provides access to the Centre between the hours of 5:30am and 8:30am Monday through Friday, and midday through 3pm, 7 days per week.

68. Seniors Off-Peak membership is within the Premium Recquatic category, and membership inclusions are subject to terms and conditions listed within both abovementioned Fitness memberships, and Aquatic memberships.

69. All other Membership conditions (general, direct debit, cancellations etc.) also apply to Senior Off-Peak Memberships.

70. Senior Off-Peak membership is only available to holders of a valid WA Seniors card. This must be presented upon registration, and or renewal of a Senior Off-Peak membership.

FIFO Memberships

71. Fly-in-fly-out, or FIFO memberships are within the Premium Recquatic category, and membership inclusions are subject to terms and conditions listed within both abovementioned Fitness memberships, and Aquatic memberships.

72. Applicants for FIFO membership must provide sufficient evidence upon application for membership to substantiate eligibility. A letter from the applicant's employer, outlining current employment and FIFO schedule, on a business letterhead is sufficient evidence for application.

73. FIFO membership applications are subject to approval by centre management. Applicants may be requested to provide additional evidence should initial documentation be deemed insufficient.

Junior Aquatic Memberships

74. Junior Memberships are available for children aged 12 to 15 years.

75. The centre is aligned with the Western Australia Police Force's 'Keeping Kids in School' initiative and may reject admission should a Junior Aquatic member be suspected of truancy. For more information please visit:

<https://www.police.wa.gov.au/Our-Community/Programs/Keeping-Kids-in-School>.

76. Junior memberships are within the Standard Aquatic category, and membership inclusions are subject to terms and conditions listed within both abovementioned Aquatic memberships.

77. All other Membership conditions (general, aquatic, direct debit, cancellations etc.) also apply to junior Memberships.

78. The junior Membership will cease on the 16th birthday and the member will then require a Standard or Premium membership if they wish to continue using the facility.

Trial Memberships

79. Only one trial offer may only be redeemed per person.

80. Trial Memberships are only available to adults (aged 16+).

81. Trial memberships, unless otherwise stated, are within the Premium Recquatic category, and membership inclusions are subject to terms and conditions listed within both abovementioned Fitness memberships, and Aquatic memberships.

82. The centre reserves the right to withdraw availability of trial memberships, and in some cases cease offering trial memberships to applicants.

Membership Management Suspension

83. Memberships may be suspended for a minimum period of two weeks and a maximum of twelve weeks per twelve-month anniversary of active membership subject to the following.

84. Membership suspension is only available to 12-month Upfront memberships, and Perpetual direct debit memberships; FIFO, and Trial memberships cannot be suspended.

85. Membership may be suspended provided the Member:

(a) presents the relevant suspension application form to the Centre at least 12 days prior to the first day of the nominated suspension period; and

(b) makes the relevant suspension fee payment (or debited if Member uses direct debit).

86. It is the Member's responsibility to ensure that the hold is put in place before the period of absence. Suspensions will not be granted retrospectively, unless extenuating medical reasons apply. A medical certificate must be presented in these instances.

87. The Centre retains the absolute discretion in the granting of Membership suspensions.

88. The Membership will automatically come off suspension on the day requested unless an extension is requested in writing prior to the completion of the suspension period.

89. Access to the Membership will not be granted during the time of suspension.

Cooling-Off Period, Cancellation and Termination

Cancellation During the Cooling-Off Period

90. New Memberships are subject to a 7-day cooling-off period. The cooling-off period applies to new Memberships only and does not apply to Membership transfer or renewals. The cooling-off period starts from the time the agreement is entered into (the time this agreement is signed) and ends 7-days later (Cooling-Off Period).

91. During the Cooling-Off Period, your Membership may be cancelled subject to you:

- providing a written cancellation request (that contains reasons for the request and the date and time the request is provided) to the Centre's Reception or to Recquatic@kwinana.wa.gov.au;
- paying any applicable administrative costs associated with cancelling the Membership.

- paying reasonable compensation to the Centre for use of its facilities during the Cooling-Off Period (i.e. casual entry rate) (if applicable); and
- paying the cost of any merchandise the Member received on joining (if not returned in a reasonable condition, to be determined by the Centre's staff).

92. If a Membership is cancelled during the Cooling-Off Period, any money pre-paid by the Member will be refunded with the exception of the above costs. All refunds will be processed through the city via EFT transfer or cheque in line with the Centre's refund policy.

Cancellation Generally

93. No refunds after the Cooling-Off Period will be accepted without the grounds of extenuating circumstances that will disallow the Member to continue use of their Membership (for example, serious illness or injury, or moving substantially further away from the Centre). The aforementioned cancellations will remain at the discretion of the Centre.

94. All applications for Membership cancellations (that contain reasons for the request and the date and time the request is provided) require 4 weeks written notification to the Centre on the appropriate form or via email at Recquaticmemberships@kwinana.wa.gov.au.

95. Memberships will be cancelled at the end of the 4-week notice period and the Membership may be used during that period.

96. Cancellations and refunds will be processed after the 4-week notice period and are subject to an administrative fee. All refunds will be processed through the city via EFT transfer or cheque in line with the Centre's refund policy.

97. If the balance of the cancelled Membership is kept on the Member's account to be used within the Centre, no administrative fee will be charged. The balance may be used for Memberships, kids and or adult programs, swimming lessons, casual attendance or on pro-shop or café items. This must be used within a 3-month period from the date the refund is processed. After this period a refund will be processed minus any applicable administration fee.

Termination

98. The Centre reserves the right to terminate a Member's Membership in accordance with the following.

99. The Centre may terminate a Membership forthwith:

- if the Member fails to abide by any of the criteria listed in the conditions of entry and conditions of use seen in the Centre.
- if the Member breaches a condition in this Agreement (including failing to pay money owed); or

- if the Centre receives a complaint by another Member or a Centre employee or contractor, that warrants termination of the Membership.

Changing Membership

100. Members can change between membership categories, Standard Aquatic, Standard Fitness, and Premium Recquatic at any stage of their Membership, but not more than once every calendar month.

101. To change Membership options, the Member must pay the 'pro-rata' difference between the cost of the original Membership and the cost of the upgraded Membership.

102. To downgrade their level of Membership level, the Member must cancel their existing Membership using the cancellation form and submit a new Membership application for the level of Membership they want to change to. The change will be affected 4 weeks from the date the new Membership application is provided to the Centre.

103. An administrative fee may apply to changing Membership.

Centre Services

Availability of Centre's Facilities and Services

104. While every effort is made to provide access to advertised Centre's facilities and services, they may be unavailable at times due to mechanical breakdown, staff illness or other unforeseen reasons. The Centre will not be held responsible or liable for such occurrences.

Crèche

105. The crèche is an unlicensed service. Parents or guardians must remain within the Centre while their child is in the crèche and there is a limit of 2 hours per child per day.

106. All Crèche bookings and subject to availability.

107. Age limits are as follows:

- Weekday mornings (in-term): 8 weeks to 6 years.
- Saturday mornings: 8 weeks to 6 years.
- Evenings: 8 weeks to 12 years; and
- School Holiday mornings: 8 weeks to 10 years.

108. During School Holidays, a 1 hour per daytime limit applies for 7–10-year-olds.

109. Please refer to the terms and conditions document available from the Crèche for more details.

Companions and Specialists

110. Companion Cards are recognised at the Centre to provide assistance to a member or Patron without having to pay for entry.

111. Only the person whose photograph and details appear on the Companion Card can use the card.

112. If the Centre believes that a Companion Card is being misused, they will report this to the Companion Card program, which will investigate the report. Proven misuse of the Companion Card may result in termination of membership, and the cardholder being ineligible to reapply.

113. A physiotherapist or exercise physiologist may attend the Centre to provide a program for a Member of the Centre at no cost, provided that the area they are using is included in the Member's Membership. If the area is not included in the Member's Membership, or a program is being written for a non-Member, then casual entry must be paid for the area being used (exceptions: hydro sessions where the pool is booked by the physiotherapists for their clients, or where the physiotherapist and or exercise physiologist has an agreement in place with the Centre to be invoiced for their clients).

Personal Training

114. All personal training undertaken within the Centre must be organised through the Centre i.e. a Patron may not engage an external trainer within the Centre without the consent of the Centre.

Direct Debit Terms and Conditions

Introduction

This document outlines the rights and responsibilities you have regarding the ability of Kwinana Recquatic to directly debit your nominated bank account or credit card for any instalments or payments due by you under the terms and conditions of this Contract. All communication relating to this Contract and provision of services are to be sent directly to the Centre.

Definitions

In this Contract, the words and phrases referred to below are defined as follows:

“Commencement Date” means the date that the Centre provides the Services to the Member, or such other date as agreed by the Centre and the Member.

“Contract” means these terms and conditions together with the conditions of instruction to accept direct debits.

“Member” means the person listed on the Application and includes their parent or guardian if they are less than 18 years old.

“Centre Membership Agreement” means any terms, conditions and contractual agreements made between the Centre and the Member.

“Services” means the services to be provided by the Centre pursuant to which this Contract relates. For the purposes of this Contract, “Services” means an entitlement to use the Services provided by the Centre and does not mean the “actual” use of the Services.

Term

This Contract will commence on the Commencement Date and will continue until all instalments and payments due have been paid in full, unless terminated earlier in accordance with clause 4.

Early termination

This Contract may be terminated at any time with the agreement of the Centre. The Member shall not consider that this Contract has been terminated until such time as termination is confirmed in writing to the Customer by Kwinana Recquatic.

Payments

As consideration for receipt of the Services, the Member agrees to pay the instalment amount at the agreed payment frequency for the term of this Contract. The Member may alter the day to debit by requesting a change with the Centre. However, any changes shall not affect the total amount of money the Customer would otherwise be required to pay. Should there be any payments in arrears, the Customer authorises the Centre to debit the outstanding balance to bring the account up to date.

Administration Fee

A one-off fee of the amount indicated in the current City of Kwinana Schedule of Fees and Charges is payable to the Centre by the Member on signing this Contract. The Customer authorises the Centre to add any fees owing under this clause, to the initial instalment to be paid by the Member (as a separate payment or otherwise).

Late Payment Fee

A late payment fee of the amount indicated the current City of Kwinana Schedule of Fees and Charges is payable by the Member to the Centre for each reversal of a payment initiated by the Centre in accordance with this Contract. The Member

authorises the Centre to add any fees owing under this clause to any future instalments paid by the Customer (as a separate payment or otherwise).

Privacy

The Member acknowledges that:

The Centre is entitled to store their personal information on its systems and use it for the purposes of administering this Contract, providing its products and services, or offering alternative products and services.

They have rights of access to, and correction of, his or her information under the Privacy Act 1988 (Cth); and

The Centre may contact the Customer for any purpose related to the provision of its products and services.

TERMS AND CONDITIONS OF THE KWINANA RECQUATIC DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

Initial terms

Kwinana Recquatic will debit your nominated account for the amounts and at the frequency of payments as agreed between us on the Centre Membership Agreement, authorised and accepted by you.

Change of terms

In the unlikely event that the initial terms are to change, they can only do so in accordance with your Contract and we must give you at least 14 days' notice of the changes including if applicable the new amount, new frequency, and next debit date.

Deferring or stopping a payment

Should you wish to defer a payment to another date you must contact the Centre before the date of that payment to request the deferment. Deferments are entirely at the discretion of the Centre and will depend on the length of deferment, the current state of your account and your history. You may request us to stop an individual payment however you will still be liable to make this payment by some other method or your account will become overdue.

Altering the schedule

Should you wish to alter the payment Day to Debit, contact the Centre and we, at our discretion, may be able to make the changes you require. Any changes made will not affect the total amount you would otherwise have paid over the minimum term of your Contract.

Disputes

If you dispute any debit payment, you must notify the Centre immediately. The Centre will respond to your dispute within 7 working days and will immediately refund the amount of the debit if we are not able to substantiate the reason for it. If you do not receive a satisfactory response from us to your dispute, contact your financial institution who will respond to you with an answer to your claim within 5 business days if your claim is lodged within 12 months of the disputed drawing, or within 30 business days if your claim is lodged after 12 months from the disputed drawing.

Non-working day

When the day to debit falls on a weekend or public holiday the debit will be initiated on the next working day.

Dishonoured payments

It is your responsibility to ensure that on the due date clear funds are available in your nominated account to meet the direct debit payment. Should your payment be dishonoured, the Centre will debit the amount indicated on the front of this Contract with your next payment and may, if we have not received instructions to the contrary from you, debit both the current due payment and the now overdue payment(s) on the same day. The Centre may debit other fees or costs involved with debt collection in accordance with the terms and conditions of the Contract.

Enquiries

All enquiries should be directed to the Centre and should be made at least 1 working day prior to the next scheduled debit date.

Your other responsibilities

In addition to those already mentioned, you are responsible for ensuring that your nominated account can accept direct debits. If it is not, it is your responsibility to provide the Centre with a new account number.