

# SECTION 1: ACTIVE MONASH GENERAL TERMS AND CONDITIONS

## 1. YOUR MEMBERSHIP AGREEMENT

Your Active Monash membership agreement is made up of these Active Monash General Terms and Conditions, the Direct Debit Service Agreement and the Membership Schedule (**Membership Schedule**).

In these terms and conditions, “we”, “us” and “our” are references to Monash City Council. “You” and “your” are references to you as the member. Terms that are defined in one clause of this document, have a corresponding meaning in all other clauses of this document.

## 2. COOLING OFF PERIOD

You are entitled to cancel your membership during the 7-day cooling off period that commences at the close of business on the date you sign the Membership agreement. All cancellations must be submitted online through our centre website or in writing via email.

If you cancel your membership during the cooling off period, you can obtain a refund of any membership fees paid by you in advance.

## 3. MEMBERSHIP PLANS

Your membership plan is identified in your Membership schedule. You have a choice of the following membership plans which give you the access rights specified for that plan as outlined below:

Complete access memberships will include a colour that defines what location(s) the membership provides access to.

- **BLUE** Membership – access to Monash Aquatic & Recreation Centre, Oakleigh Recreation Centre and Clayton Aquatics & Health Club
- **ORANGE** Membership –access to Oakleigh Recreation Centre and Clayton Aquatics & Health Club
- **RED** membership –access Clayton Aquatics & Health Club only

Single service memberships are centre specific. They do not include one of the colour codes (Blue, Orange, Red). The membership will only refer to the centre and individual service that they provide access to.

- **MARC** –access to the single service at Monash Aquatic & Recreation Centre
- **ORC** - access to the single service at Oakleigh Recreation Centre
- **CAHC** - access to the single service at Clayton Aquatics & Health Club

## 4. MEMBERSHIP TYPES

Your membership type defines the services that are included in your membership. Member types include following access benefits:

### COMPLETE MEMBERSHIP

Complete memberships include access to Gym, Group Fitness, and Aquatics Facilities. Reformer Pilates is only included in our Blue Complete Membership plans.

All Complete memberships entitle you to a Health and Success Planning Session (HSPS) and a tailored fitness program. You have access to ongoing HSPS and fitness program reviews at your discretion. (age restrictions and supervision requirements apply to some services)

### SINGLE SERVICE MEMBERSHIP TYPES

Single service memberships provide access to one of the following Gym, Group Fitness, and Aquatics Facilities. (age restrictions and supervision requirements apply to some services)

- **Gym** – gym access at specific centre and Health and Success Planning Session (HSPS) with a Gym Instructor including fitness program.
- **Group Fitness** –access to the timetable of classes at the specific centre including Aqua classes where applicable. Excludes access to Reformer Pilates.
- **Aquatics** – access the aquatics facilities at specific centre. Operating times of some facilities vary throughout the year across the sites. See website for further details.
- **Personal Training** – provides access to book regular 30min sessions with a Personal trainer. PT memberships are available for 1, 2, 3, or 4 sessions a week. PT members must give personal trainers 24 hours notice of cancellations or the session will be forfeited. Personal training sessions will start at scheduled times. Sessions will not run over time for late starts.

## 5. PAYMENT TYPE

### UPFRONT TERM MEMBERSHIPS

Upfront are available for some Membership Plans and Types. Upfront term memberships must be paid for in full at the time of purchase. The typical upfront term available is either 3months, or 12 months.

### DIRECT DEBIT MEMBERSHIPS

Upon joining a membership, you will be charged a pro-rata fee. A pro-rata fee is the payment for centre usage between joining and the date of the first direct debit. This fee must be paid at the time of the sale. Direct Debits will be processed fortnightly (or the next business day), with all payments made one fortnight in advance. Where the due date does not fall on a business day, we will draw the amount on the next business day. Refer to Section 2: Direct Debit Request Service Agreement for debiting terms and conditions.

#### a) ONGOING MEMBERSHIP

Your membership will be ongoing until a cancellation request is received. You may cancel your active membership at any time by giving 14 days' notice via the centres website through the online cancellation form or in writing via email. If technology is not accessible for you, you have the option to visit your joining centre and provide written confirmation in which a Customer Service staff can then submit a cancellation on your behalf.

b) ANNUAL REVIEW OF FEES AND CHARGES

As a part of Monash City Council's annual review of its fees and charges, your fortnightly membership fee will increase on or after 1 July annually and will not exceed 5% of the fortnightly payments then current.

c) DISHONoured PAYMENTS

If your debit is rejected or dishonoured by your financial institution a second attempt to debit your account will be made on the next business day. Following a second rejection or dishonour, we will attempt to contact you advising you that your payment has been rejected.

A \$10 administrative fee will be applied and will be payable in addition by to or at the time of the next scheduled payment. If we have not received instructions to the contrary from you, we will arrange for the debiting of both the current due payment and now the overdue payment(s) on the same day. We take no responsibility for your Financial Institution passing on any overdrawn charges.

In the event of payments being dishonoured we reserve the right to terminate your contract if the outstanding balance is not resolved by the next scheduled payment date. You may pay your outstanding payment via your My Account profile online, at reception, or via phone within business hours.

You may be required to supply new Direct Debit Details or arrange alternate payment for any overdue fees. Debt collection activities could also occur.

## 6. MEMBER OBLIGATIONS

- a) Membership gives you (the named member) access to the centre(s) (MARC/ORC/CAHC) (**Centre**) covered by your membership type (Blue/Orange/Red) on the condition that you comply with the Centre rules for that Centre (**Centre Rules**).
- b) You must pay all fees applicable to your membership in accordance with your nominated membership payment type. All fees quoted are GST inclusive.
- c) Members are required to scan their membership card, band, or keychain, on each visit to a Centre, and at any other time if requested by Centre staff.
- d) Members are required to ensure their membership is financial.
- e) Members are required to immediately notify Centre staff of lost or stolen membership cards. A \$15.00 fee will apply for the issue of a replacement card.
- f) Applicants under the age of 18 years of age must have the endorsement of a parent or legal guardian.
- g) Smoking and the consumption of alcohol is prohibited in all internal and external areas of the Centre.

- h) Monash City Council reserves the right to suspend, expel or terminate the membership of any member who fails to comply with the Centre Rules, Customer Code of Conduct, or who otherwise behaves improperly or inappropriately.

## **7. SUSPENSION OF MEMBERSHIP**

- a) Suspension of your membership is available at no cost subject to the completion of a Membership Suspension request submitted through the centres website, or in writing via email. If technology is not accessible for you, you have the option to visit the centre and provide verbal or written confirmation in which a Customer Service staff can then submit a request on your behalf.
- b) Suspensions require three days' notice. Under certain circumstances and with relevant proof, our Membership team can waive the 3 days' notice period and action a suspension immediately or back date a suspension. However, this is not guaranteed and will need to be reviewed then approved.
- c) The minimum period a membership can be suspended for is one week. The maximum period that a membership can be suspended for is two months.
- d) Membership will automatically recommence at the conclusion of an approved suspension period.
- e) The length of a suspension will be added onto the minimum term expiry for those that hold an Upfront Membership for either 3 or 12 months.
- f) Suspensions can only be approved and entered when there are no outstanding direct debits owing from previous cycles.
- g) Pro-rata fees will apply during periods of membership suspension. If a centre closure is required outside of advertised time memberships will be suspended, or credit applied for the period no access.

## **8. MEMBERSHIP CANCELLATION**

- a) You may cancel your active membership at any time by giving 14 days' notice via the centres website through the online Cancellation form or in writing via email. If technology is not accessible for you, you have the option to visit your joining centre and provide written confirmation in which a Customer Service staff can then submit a cancellation on your behalf.
- b) Your membership must not be on suspension when a cancellation is requested. Your membership must be in an active status. Should your membership be on a suspension, the suspension will be removed on the date of notice, returned into an active status. 14 days' notice period will then be applied once in an active status.
- c) You will be entitled to use the facilities over the 14 days' notice period.
- d) Should a direct debit fall within the 14 days' notice period, a pro rata will be charged on your next direct debit for the remainder of the fortnight duration will occur. If notice is given and falls on the direct debit date, a full fortnight charge will be deducted.
- e) You may terminate your membership if the Centre you attend is permanently closed. Where the Centre you attend is closed for repairs or redevelopment for a period more than 5 days, we will arrange for you to access an alternative Centre for the duration of the repairs or redevelopment.

## 9. CONCESSION ELIGIBILITY

The following concessions are eligible to receive 10% discount:

- Student Card
- Seniors Card

The following concession cards are eligible to receive 40% discount:

- Centrelink Health Care Card
- Pension Card
- Veteran Affairs Card

Holders of concession memberships are required to present current evidence of concession status on completion of membership application. There will be a 30-day grace to provide updated concession details for current members failure to do so will result in the membership automatically reverting to the appropriate non-discounted price.

## 10. PRIVACY

Your personal information is being collected by us for the purpose of your Active Monash membership. Your personal information will be stored by us and used to identify you when using your Active Monash membership or communicating with us about your Active Monash membership. You may access your information by contacting our Privacy Officer. For more further information on how your personal information is handled see our privacy policy for:

<https://www.monash.vic.gov.au/Privacy>

## 11. EXCLUSION OF LIABILITY

- a) To the maximum extent permitted by law, we exclude liability for any death or personal injury for a breach of a condition implied by section 60 or section 61 of the Australian Consumer Law (Victoria) in relation to the supply of the recreational services at a Centre, which includes where the services are not supplied with the due care and skill or are not reasonably fit for their purpose.
- b) Warning under the Australian Consumer Law and Fair Trading Act 2012: Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:
  - are rendered with due care and skill; and
  - are reasonably fit for any purposes which you, either expressly or by implication, make known to the supplier; and
  - might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to

you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading

Regulations 2012 and section 22(3) (b) of the Australian Consumer Law and Fair Trading Act 2012.

## 12. INTERPRETATION

Unless expressed or implied to the contrary in Membership Agreement:

- a) this Membership Agreement is governed by and is to be construed in accordance with the laws of Victoria;
- b) headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Membership Agreement;
- c) any provision in this Membership Agreement that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable and if it is not possible to read down the provision, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Membership Agreement;
- d) this Membership Agreement contains the entire understanding between the parties as to the subject matter contained in it and all previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Membership Agreement and have no effect;
- e) if a payment or other act is required to be made or done on a day which is not a business day, the payment or act must be made or done on the next following business day;
- f) a reference in this Membership Agreement to:
  - I. a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
  - II. a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
  - III. a person includes the legal personal representatives, successors and assigns of that person;
  - IV. anybody which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body;
  - V. a clause, schedule or appendix is a reference to a clause, schedule or

- appendix in or to this Membership Agreement;
- VII. this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
  - VIII. writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
  - IX. '\$' or 'dollars' is a reference to Australian dollars;
  - X. the singular includes the plural and vice versa; and
  - XI. a gender includes the other genders.